
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

August 19, 2005

Cohu, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-04298

95-1934119

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

12367 Crosthwaite Circle, Poway, California

92064

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

858-848-8100

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Facility Lease

On August 19, 2005, Cohu, Inc. entered into an extension of the Cohu Electronics Division facility lease agreement with Thomas G. Plein and Diane L. Plein, the Hurley Family Trust and Chesnut Family Trust. The agreement extends the term of the existing facility lease for an additional thirty-seven month term. The lease agreement is for approximately 57,000 square feet located at 3912 Calle Fortunada in the City of San Diego, California, at an average monthly rate of \$1.01 per square foot, resulting in a total future lease payment obligation of approximately \$2,100,000.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.

99.1

Description

Extension of Lease dated August 19, 2005 by and between Cohu, Inc., Thomas G. Plein and Diane L. Plein, the Hurley Family Trust and Chesnut Family Trust

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Cohu, Inc.

August 22, 2005

By: *John H. Allen*

Name: John H. Allen

Title: Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
99.1	Extension of Lease dated August 19, 2005 by and between Cohu, Inc., Thomas G. Plein and Diane L. Plein, the Hurley Family Trust and Chesnut Family Trust

EXTENSION OF LEASE

THIS EXTENSION OF LEASE ("Extension") is made and entered into on the 19th day of August, 2005 by and between Thomas G. Plein and Diane L. Plein, husband and wife as community property, the Hurley Family Trust under trust date January 7, 1994 and Chesnut Family Trust under trust date February 4, 1994 (collectively, "Lessor") and Cohu, Inc., a Delaware corporation ("Lessee").

RECITALS:

A. Thomas G. Plein and Diane L. Plein, husband and wife as community property, as Lessor, and Cubic Defense System, Inc., as Lessee, entered into that certain Industrial Lease dated June 26, 1995 ("Lease") for the approximately 57,553 square feet (the "Premises"), in the building commonly known as 3912 Calle Fortunada in the City of San Diego, CA (the "Project").

B. The Lease was assigned on the 25th day of June 1999 pursuant to a Lease Assignment Agreement between Cohu, Inc., a Delaware corporation, as assignee, and Cubic Defense Systems, Inc., as assignor, and Lessor.

C. The term of the Lease was extended pursuant to Section 39.3 of the Lease, Exercise of Option.

D. Lessee now desires to extend the term of the Lease, and Lessor has agreed to such extension upon the terms and conditions hereinafter described.

E. All capitalized terms used in this Extension shall have the meanings given to them in the Lease, as extended hereby, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby extend the Lease on the terms hereof, and effective as of the date hereof, notwithstanding anything to the contrary contained in the Lease:

1. The term of the Lease is hereby extended for a period of three (3) years and one (1) month, beginning November 1, 2005 and terminating on November 30, 2008 (the "Renewal Term"), unless sooner terminated pursuant to the provisions of the Lease.

2. During the Renewal Term, the base rent ("Base Rent") for the Premises shall be as follows:

<u>Nov 1, 2005 – Nov 30, 2005</u>	<u>Free Rent</u>
<u>Dec 1, 2005 – Nov 30, 2006</u>	<u>\$57,553.00 per mo.</u>
<u>Dec 1, 2006 – Nov 30, 2007</u>	<u>\$59,567.00 per mo.</u>
<u>Dec 1, 2007 – Nov 30, 2008</u>	<u>\$61,652.00 per mo.</u>

Lessee agrees to pay the Base Rent in equal monthly installments as provided in the Lease on the first (1st) day of each month, in advance (subject to adjustment in accordance with the other provisions of the Lease).

3. Lessee agrees and accepts, (a) the Premises and the Project as suitable for the purposes for which the same are leased; (b) this Extension is on an "AS-IS" basis, except as provided for herein; (c) Lessor has made no representations or warranties concerning the Premises and the Project; and (d) Lessor is in full compliance with Lessor's obligations pursuant to the Lease. Lessor shall re-slurry coat the parking area and re-stripe the stalls, and Lessor shall conduct a complete one-time inspection of all HVAC units, and make repairs or replacements, as needed, and replace any drip pans which need replacement. Lessor shall continue to be responsible for the roof structure.

4. Lessee hereby represents and warrants to Lessor that (a) Lessee is in good standing under the laws of the State of California, (b) Lessee has full corporate power and authority to enter into this Extension, and to perform all of Lessee's obligations under the Lease, as extended by this Extension, and (c) each person signing this Extension on behalf of Lessee is duly and validly authorized to do so.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Extension as of the date and year first above written.

LESSEE:

Cohu, Inc., a Delaware corporation

By: /s/ John H. Allen

Title: CFO

Date: 7/29/2005

LESSOR:

Tomas G. Plein and Diane L. Plein

By: /s/ Thomas G. Plein

Name: Thomas G. Plein

Date: 8/15/2005

By: /s/ Diane L. Plein

Name: Diane L. Plein

Date: 8/16/2005

Hurley Family Trust dated January 7, 1994

By: /s/ Jeffrey D. Hurley, Co-Trustee

Name: Jeffrey D. Hurley

Date: 8/16/2005

Chesnut Family Trust dated February 4, 1994

By: /s/ Lee M. Chestnut, Co-Trustee

Name: Lee M. Chestnut

Date: 8/19/2005