
**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**

**November 21, 2016
Date of Report (Date of earliest event reported)**

ON Semiconductor Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-30419
(Commission
File Number)

36-3840979
(IRS Employer
Identification No.)

ON Semiconductor Corporation
5005 E. McDowell Road
Phoenix, Arizona
(Address of principal executive offices)

85008
(Zip Code)

(602) 244-6600
(Registrant's telephone number, including area code)

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 1.01. Entry Into a Material Definitive Agreement.

On November 21, 2016, ON Semiconductor Corporation (the “Company”) and the Additional 1.00% Notes Guarantors (as defined herein) entered into a Third Supplemental Indenture (the “1.00% Notes Third Supplemental Indenture”) with Wells Fargo Bank, National Association, as trustee (the “1.00% Notes Trustee”), to that certain Indenture, dated as of June 8, 2015, as amended by the First Supplemental Indenture, dated as of March 11, 2016, and the Second Supplemental Indenture, dated as of April 14, 2016 (as amended, the “1.00% Notes Indenture”), among the Company, the guarantors party thereto and the 1.00% Notes Trustee, pursuant to which the Company has issued 1.00% Convertible Senior Notes due 2020 (the “1.00% Notes”). Pursuant to the 1.00% Notes Third Supplemental Indenture, Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC (the “Additional 1.00% Notes Guarantors”), all of which are domestic subsidiaries of the Company, guaranteed the Company’s obligations under the 1.00% Notes Indenture and the 1.00% Notes.

On November 21, 2016, the Company and the Additional 2.625% Notes Guarantors (as defined herein) entered into a Third Supplemental Indenture (the “2.625% Notes Third Supplemental Indenture”) with Deutsche Bank Trust Companies Americas, as trustee (the “2.625% Notes Trustee”), to that certain Indenture, dated as of December 15, 2011, as amended by the First Supplemental Indenture, dated as of March 11, 2016, and the Second Supplemental Indenture, dated as of April 14, 2016 (as amended, the “2.625% Notes Indenture”), among the Company, the guarantors party thereto and the 2.625% Trustee, pursuant to which the Company has issued 2.625% Convertible Senior Subordinated Notes due 2026, Series B (the “2.625% Notes”). Pursuant to the 2.625% Notes Third Supplemental Indenture, ON Semiconductor (China) Holdings, LLC, Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC (the “Additional 2.625% Guarantors”) guaranteed the Company’s obligations under the 2.625% Notes Indenture and the 2.625% Notes.

The foregoing descriptions of the 1.00% Notes Third Supplemental Indenture and the 2.625% Notes Third Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the full and complete terms of the 1.00% Notes Third Supplemental Indenture and the 2.625% Notes Third Supplemental Indenture, which are filed as Exhibit 4.1 and Exhibit 4.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Third Supplemental Indenture, dated November 21, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Wells Fargo Bank, National Associate, as trustee.
4.2	Third Supplemental Indenture, dated November 21, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Deutsche Bank Trust Companies Americas, as trustee.

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.

ON SEMICONDUCTOR CORPORATION
(Registrant)

Date: November 21, 2016

By: /s/ Bernard Gutmann
Bernard Gutmann
Executive Vice President, Chief Financial Officer and Treasurer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Third Supplemental Indenture, dated November 21, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Wells Fargo Bank, National Associate, as trustee.
4.2	Third Supplemental Indenture, dated November 21, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Deutsche Bank Trust Companies Americas, as trustee.

ON SEMICONDUCTOR CORPORATION

and

THE GUARANTORS NAMED HEREIN

1.00% CONVERTIBLE SENIOR NOTES DUE 2020

THIRD SUPPLEMENTAL INDENTURE
AND AMENDMENT – GUARANTEE

DATED AS OF November 21, 2016

WELLS FARGO BANK, NATIONAL ASSOCIATION,

Trustee

This SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of November 21, 2016, is among ON Semiconductor Corporation, a Delaware corporation (the "Company"), each of the parties identified under the caption "Guarantors" on the signature page hereto (the "Guarantors") and Wells Fargo Bank, National Association, a national banking association, as Trustee.

RECITALS

WHEREAS, the Company, the initial Guarantors and the Trustee entered into an Indenture, dated as of June 8, 2015 (the "Indenture"), pursuant to which the Company has issued \$690,000,000 in principal amount of 1.00% Convertible Senior Notes due 2020 (the "Notes"); and

WHEREAS, Section 10.01(c) of the Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Indenture in order to add Guarantors with respect to the Notes, without the consent of the Holders; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws (or comparable constituent documents) of the Company, of the Guarantors and of the Trustee necessary to make this Supplemental Indenture a valid instrument legally binding on the Company, the Guarantors and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Company, the Guarantors and the Trustee covenant and agree for the equal and proportionate benefit of the respective Holders as follows:

ARTICLE 1

Section 1.01 This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 1.02 This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, the Guarantors and the Trustee.

ARTICLE 2

From this date, by executing this Supplemental Indenture, the Guarantors whose signatures appear below shall be Guarantors with respect to the Notes on terms contemplated by and subject to the provisions of Article 13 of the Indenture.

ARTICLE 3

Section 3.01 Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (mutatis mutandis) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.

Section 3.02 Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.03 THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.04 The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

ON SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Executive Vice President, Chief Financial Officer and
Treasurer

**FAIRCHILD SEMICONDUCTOR INTERNATIONAL,
INC.**

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

**FAIRCHILD SEMICONDUCTOR CORPORATION OF
CALIFORNIA**

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

**FAIRCHILD SEMICONDUCTOR WEST
CORPORATION**

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

Signature page to Third Supplemental Indenture to 1.00% Notes Indenture

GIANT HOLDINGS, INC.

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

KOTA MICROCIRCUITS, INC.

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

SILICON PATENT HOLDINGS

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

GIANT SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

MICRO-OHM CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

Signature page to Third Supplemental Indenture to 1.00% Notes Indenture

FAIRCHILD ENERGY, LLC

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: Chief Financial Officer, Senior Vice-President and
Treasurer

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE**

By /s/ Michael Tu

Name: Michael Tu

Title: Assistant Vice President

Signature page to Third Supplemental Indenture to 1.00% Notes Indenture

ON SEMICONDUCTOR CORPORATION

and

THE GUARANTORS NAMED HEREIN

2.625% CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2026, SERIES B

THIRD SUPPLEMENTAL INDENTURE
AND AMENDMENT – GUARANTEE

DATED AS OF November 21, 2016

DEUTSCHE BANK TRUST COMPANIES AMERICAS,

Trustee

This THIRD SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of November 21, 2016, is among ON Semiconductor Corporation, a Delaware corporation (the “Company”), each of the parties identified under the caption “Guarantors” on the signature page hereto (the “Guarantors”) and Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee.

RECITALS

WHEREAS, the Company, the initial Guarantors and the Trustee entered into an Indenture, dated as of December 15, 2011 (the “Indenture”), pursuant to which the Company has issued \$198,552,000 in principal amount of 2.265% Convertible Senior Subordinated Notes due 2026, Series B (the “Notes”); and

WHEREAS, Section 11.01(e) of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture in order to add additional Note Guarantees with respect to the Notes, without the consent of the Noteholders; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws (or comparable constituent documents) of the Company, of the Guarantors and of the Trustee necessary to make this Supplemental Indenture a valid instrument legally binding on the Company, the Guarantors and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Company, the Guarantors and the Trustee covenant and agree for the equal and proportionate benefit of the respective Noteholders as follows:

ARTICLE 1

Section 1.01 This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 1.02 This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, the Guarantors and the Trustee.

ARTICLE 2

From this date, by executing this Supplemental Indenture, the Guarantors whose signatures appear below shall be Guarantors with respect to the Notes on terms contemplated by and subject to the provisions of Article 17 of the Indenture.

ARTICLE 3

Section 3.01 Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.

Section 3.02 Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.03 THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.04 The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

Section 3.05. The recitals contained herein shall be taken as the statements of each of the Company and the undersigned Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

ON SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Executive Vice President, Chief Financial Officer and Treasurer

ON SEMICONDUCTOR (CHINA) HOLDING, LLC

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and Treasurer

FAIRCHILD SEMICONDUCTOR INTERNATIONAL, INC.

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION OF CALIFORNIA

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and Treasurer

Signature page to Third Supplemental Indenture to 2.625% Notes Indenture

**FAIRCHILD SEMICONDUCTOR WEST
CORPORATION**

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

GIANT HOLDINGS, INC.

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

KOTA MICROCIRCUITS, INC.

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

SILICON PATENT HOLDINGS

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

GIANT SEMICONDUCTOR CORPORATION

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

Signature page to Third Supplemental Indenture to 2.625% Notes Indenture

MICRO-OHM CORPORATION:

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

FAIRCHILD ENERGY, LLC:

By /s/ Bernard Gutmann
Name: Bernard Gutmann
Title: Chief Financial Officer, Senior Vice-President and
Treasurer

**DEUTSCHE BANK TRUST COMPANY AMERICAS, AS
TRUSTEE:**

By /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

By /s/ Kathryn Fischer
Name: Kathryn Fischer
Title: Assistant Vice President

Signature page to Third Supplemental Indenture to 2.625% Notes Indenture