
**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**

**March 11, 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.

Supplemental Indentures

On March 11, 2016, ON Semiconductor Corporation (the “Company”) and the Additional Guarantors (as defined herein) entered into a Supplemental Indenture (the “1.00% Notes Supplemental Indenture”) with Wells Fargo Bank, National Association, as trustee (the “1.00% Notes Trustee”), to that certain Indenture (the “1.00% Notes Indenture”), dated as of June 8, 2015, 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 Supplemental Indenture, Sensor Holding Corporation, Sensor Intermediate Holdings Corp., Truesense Imaging, Inc., Image Sensor Technologies RE Corp. and AMI Acquisition LLC (the “Additional 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 March 11, 2016, the Company and the Additional Guarantors entered into a Supplemental Indenture (the “2.625% Notes Supplemental Indenture”) with Deutsche Bank Trust Companies Americas, as trustee (the “2.625% Notes Trustee”), to that certain Indenture (the “2.625% Notes Indenture”), dated as of December 15, 2011, 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 Supplemental Indenture, the Additional Guarantors guaranteed the Company’s obligations under the 2.625% Notes Indenture and the 2.625% Notes.

Joinder to Amended and Restated Credit Agreement

On March 15, 2016, the Additional Guarantors entered into a Joinder (the “Joinder”) to that certain Amended and Restated Guaranty, dated as of October 10, 2013, among the Initial Guarantors (as defined therein) and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”). Pursuant to the Joinder, the Additional Guarantors guaranteed the obligations of Semiconductor Components Industries, LLC, a wholly-owned subsidiary of the Company (“SCILLC”), under that certain Amended and Restated Credit Agreement, dated as of October 10, 2013, among SCILLC, the Company, the lenders from time to time party thereto, the Administrative Agent, Bank of America, N.A., The Royal Bank of Scotland plc, and Sumitomo Mitsui Banking Corporation, as co-syndication agents, and Morgan Stanley MUFG Loan Partners, LLC, Barclays Bank plc and Fifth Third Bank, as co-documentation agents.

The foregoing descriptions of the 1.00% Notes Supplemental Indenture, the 2.625% Notes Supplemental Indenture and the Joinder 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 Supplemental Indenture, the 2.625% Notes Supplemental Indenture and the Joinder, which are filed as Exhibit 4.1, Exhibit 4.2 and Exhibit 10.1 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	Supplemental Indenture, dated March 11, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Wells Fargo Bank, National Associate, as trustee.
4.2	Supplemental Indenture, dated March 11, 2016, among ON Semiconductor Corporation, the guarantors party thereto and Deutsche Bank Trust Companies Americas, as trustee.
10.1	Joinder to Amended and Restated Guaranty, dated March 15, 2016, among the guarantors party thereto.

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: March 17, 2016

By: /s/ George H. Cave

George H. Cave
Executive Vice President, General Counsel, Chief
Compliance and Ethics Officer, Chief Risk Officer and
Corporate Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Joinder to Amended and Restated Guaranty, dated March 15, 2016, among the guarantors party thereto.

ON SEMICONDUCTOR CORPORATION

and

THE GUARANTORS NAMED HEREIN

1.00% CONVERTIBLE SENIOR NOTES DUE 2020

SUPPLEMENTAL INDENTURE
AND AMENDMENT – GUARANTEE

DATED AS OF MARCH 11, 2016

WELLS FARGO BANK, NATIONAL ASSOCIATION,

Trustee

This SUPPLEMENTAL INDENTURE, dated as of March 11, 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

SENSOR HOLDING CORPORATION:

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

SENSOR INTERMEDIATE HOLDINGS CORP.:

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

TRUESENSE IMAGING, INC.:

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

IMAGE SENSOR TECHNOLOGIES RE CORP.:

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

Signature page to Supplemental Indenture to 1.00% Notes Indenture

AMI ACQUISITION LLC:

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: Chief Executive Officer, President and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE:

By /s/ Michael Tu

Name: Michael Tu

Title: Assistant Vice President

Signature page to 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

SUPPLEMENTAL INDENTURE
AND AMENDMENT – GUARANTEE

DATED AS OF MARCH 11, 2016

DEUTSCHE BANK TRUST COMPANIES AMERICAS,

Trustee

This SUPPLEMENTAL INDENTURE, dated as of March 11, 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

SENSOR HOLDING CORPORATION:

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

SENSOR INTERMEDIATE HOLDINGS CORP.:

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

TRUESENSE IMAGING, INC.:

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

IMAGE SENSOR TECHNOLOGIES RE CORP.:

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

Signature page to Supplemental Indenture to 2.625% Notes Indenture

AMI ACQUISITION LLC:

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: Chief Executive Officer, President and Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS
TRUSTEE:

By /s/ Irina Golovashchuk

Name: Irina Golovashchuk

Title: Vice President

By /s/ Wanda Camacho

Name: Wanda Camacho

Title: Vice President

Signature page to Supplemental Indenture to 2.625% Notes Indenture

JOINDER TO AMENDED AND RESTATED GUARANTY

March 15, 2016

Reference is hereby made to the Amended and Restated Guaranty (the "Guaranty") made as of October 10, 2013, by and among the Initial Guarantors (along with any additional Subsidiaries of ON Semiconductor Corporation, which become parties thereto and together with the undersigned, the "Guarantors") in favor of the Administrative Agent, for the ratable benefit of the Holders of Guaranteed Obligations, under the Credit Agreement. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Guaranty. By their execution below, the undersigned Sensor Holding Corporation, a Delaware corporation, Sensor Intermediate Holding Corporation, a Delaware corporation, Truesense Imaging Inc., a Delaware corporation, Image Sensor Technologies RE Corporation, a Delaware corporation, and AMI Acquisition LLC, a Delaware limited liability company (collectively, the "New Guarantors"), agree to become, and do hereby become, Guarantors under the Guaranty and agree to be bound by such Guaranty as if originally a party thereto. By its execution below, each of the undersigned represents and warrants as to itself that all of the representations and warranties contained in Section 2 of the Guaranty are true and correct in all respects as of the date hereof.

[Joinder to Amended and Restated Guaranty]

IN WITNESS WHEREOF, each New Guarantor has executed and delivered this Joinder to the Guaranty as of the date first set forth above.

SENSOR HOLDING CORPORATION

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, VP and Treasurer

[Joinder to Amended and Restated Guaranty]

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, VP and Treasurer

[Joinder to Amended and Restated Guaranty]

TRUESENSE IMAGING, INC.

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, VP and Treasurer

[Joinder to Amended and Restated Guaranty]

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, VP and Treasurer

[Joinder to Amended and Restated Guaranty]

AMI ACQUISITION LLC

By: SEMICONDUCTOR COMPONENTS INDUSTRIES
LLC, its sole member

By /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, President and Treasurer

[Joinder to Amended and Restated Guaranty]