

---

---

**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): March 11, 2008**

---

**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)

**Registrant's telephone number, including area code: 602-244-6600**

**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))
- 
-

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On March 17, 2008, ON Semiconductor Corporation (“ON”) announced that it had completed the previously announced acquisition of AMIS Holdings, Inc. (“AMI”). Pursuant to the terms and conditions of the Agreement and Plan of Merger and Reorganization, dated December 13, 2007 (the “Merger Agreement”), by and among ON, AMI and Orange Acquisition Corporation, a subsidiary of ON (“Merger Sub”), the Merger Sub merged with and into AMI, with AMI thereafter becoming a subsidiary of ON (the “Merger”).

In accordance with the terms of the Merger Agreement, each outstanding share of AMI common stock was converted into the right to receive 1.15 shares of ON’s common stock in the Merger; provided, however, that holders of AMI common stock will not receive any fractional ON’s shares in the Merger and will, in lieu thereof, be entitled to receive a cash payment equal to the fraction of a share of ON’s common stock to which the holder would otherwise be entitled multiplied by the closing price for ON’s common stock on The Nasdaq Stock Market on March 17, 2008. Following the Merger, former AMI stockholders will own approximately 26 percent of ON.

On December 12, 2007, ON filed a copy of the Merger Agreement, and other related agreements, with the Securities and Exchange Commission (the “SEC”) on a Current Report on Form 8-K, and these documents are incorporated into this Current Report on Form 8-K by this reference. ON has also filed with the SEC a Registration Statement on Form S-4 (File No. 333-148630), as amended, containing a joint proxy statement/prospectus and each of ON and AMI have filed with the SEC other documents regarding the Merger. The joint proxy statement/prospectus was mailed to stockholders of ON and AMI on or about February 11, 2008. A copy of ON’s news release announcing, among other things, completion of the Merger is attached hereto as Exhibit 99.1 and is incorporated herein by this reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On March 11, 2008, Semiconductor Components Industries, LLC (“SCILLC”), a wholly-owned subsidiary of ON, consummated a sale and leaseback transaction with General Electric Capital Corporation (“GECC”) with respect to certain manufacturing equipment (“Equipment”) located at SCILLC’s semiconductor wafer fabrication facilities in Gresham, Oregon (the “Lease Financing”).

As part of the Lease Financing, SCILLC sold the Equipment to GECC for approximately \$32.8 million in cash on March 11, 2008 pursuant to two bills of sale and then leased the same Equipment back from GECC on the same day. The Lease Financing was effected pursuant to the terms of that certain Lease Agreement between SCILLC and GECC dated as of November 7, 2006, as amended by Amendment No. 1 thereto dated as of March 11, 2008 (as amended, the “Lease Agreement”). The parties also executed two new schedules to the Lease Agreement, each dated as of March 11, 2008, and several ancillary documents. Under the terms of the Lease Agreement, GECC’s capitalized costs were approximately \$32.8 million, SCILLC’s interest rate

is fixed at 7.6% per annum for a portion of the Equipment and 7.9% per annum for a portion of the Equipment, and lease payments are due monthly.

The Lease Agreement provides SCILLC limited rights to relocate and substitute Equipment during its term. It further provides for: (1) a basic term of 48 months for a portion of the Equipment and 60 months for a portion of the Equipment with a cash purchase option at the end equal to the Equipment's then fair market value; (2) an early cash purchase option at 42 months for a portion of the Equipment and 30 months for a portion of the Equipment equal to approximately 54% of GECC's capitalized costs for a portion of the Equipment and approximately 48% of GECC's capitalized costs for a portion of the Equipment, respectively; and (3) an early termination provision in both schedules that provide for an additional early purchase option at 24 months at the fair market value at the time of such termination.

In connection with the Lease Financing, ON entered into a Corporate Guaranty (the "Guaranty") for GECC's benefit under which ON agreed to guaranty certain of SCILLC's obligations under the two new schedules to the Lease Agreement. Under the Lease Agreement, SCILLC indemnifies GECC for certain matters, including taxes. The document lists various occurrences that would constitute an Event of Default (as defined in the Lease Agreement), including ON's default under the guaranty. Similarly, the Lease Agreement lists various remedies for an Event of Default, including the acceleration of lease obligations under the Lease Agreement.

ON plans to account for the lease portion of the Lease Financing as a capital lease in its consolidated financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

GECC or its affiliates have from time to time, and may in the future, participate as a lender or lenders to ON and/or SCILLC, and in the ordinary course of business provide other services and products to ON and/or SCILLC. Currently, GECC and its affiliates are participating lenders in SCILLC's senior secured credit facility for a principal amount of approximately \$10.8 million as of March 14, 2008. Also as noted above, under the initial lease transaction in November 2006 the current capitalized costs equals approximately \$ 48.0 million as of February 29, 2008.

The above description of the schedules, the bills of sale, the Lease Agreement and amendment thereto, and the Guaranty are qualified in their entirety by reference to their complete text, which have been filed with the SEC as Exhibit 10.1 (bills of sale), Exhibits 10.2 and 10.3 (Lease Agreement and amendment thereto), Exhibits 10.4 and 10.5 (Schedule Nos. 002 and 003 to the Lease Agreement) and Exhibit 10.6 (Guaranty) to this Current Report on Form 8 K, which documents are incorporated herein by this reference.

**Item 2.04. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.**

AMI's obligation to repay all indebtedness governed by that certain credit agreement, dated as of December 21, 2000, by and among AMI, Credit Suisse First Boston Corporation and certain other parties thereto was accelerated as a result of the Merger. As of the date of the

Merger, total indebtedness was approximately \$281 million, which was repaid with approximately \$160 million of cash available to ON, part of which was raised in connection with the Lease Financing, and approximately \$121 million of cash available to AMI.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

In connection with the Merger and pursuant to the terms of the Merger Agreement, the Board of Directors of ON (the "Board") has appointed Christine King, former Chief Executive Officer of AMI, as a member of the Board, effective upon completion of the Merger. Ms. King will serve as a Class I director and will serve until the Annual Meeting of Stockholders of ON to be held in 2009, or until Ms. King's earlier death or resignation or removal from the Board. Upon joining the Board, Ms. King will not be serving on any of the standing committees of the Board.

Christine King, 58, joined AMI as President, Chief Executive Officer and a director in September 2001. She also served from that date as Chief Executive Officer and a director of AMI Semiconductor, Inc., a wholly-owned subsidiary of AMI. From September 2000 to September 2001, Ms. King served as Vice President of Semiconductor Products for IBM Microelectronics. From September 1998 to September 2000, Ms. King was Vice President of the Networking Technology Business Unit for IBM. Ms. King also served as Vice President of Marketing and Field Engineering at IBM from June 1995 to September 1998 and Manager of ASIC Products at IBM from March 1992 to June 1995. While at IBM, Ms. King launched the company's ASIC and networking businesses. Ms. King holds a B.S. degree in electrical engineering from Fairleigh Dickinson University. Ms. King served on the board of Analog Devices, Inc., a semiconductor company, until March 11, 2008 and currently serves on the board of IDACORP, Inc., a power company in Boise, Idaho.

As disclosed in the Current Report on Form 8-K of ON filed with the SEC on February 20, 2008, as a non-employee director, Ms. King will be entitled to an annual cash retainer of \$59,000 per year. Consistent with past practice, Ms. King was granted an option to purchase 20,000 shares of ON's common stock, with equal pro rata vesting over a three year period beginning on the first anniversary of the grant date, at an exercise price equal to the fair market value of the stock on the grant date, and subject to ON's 2000 Stock Incentive Plan and a relevant stock option grant agreement. Pursuant to ON's grant date policy, the grant date of the option will be April 7, 2008.

In addition, ON's non-employee directors also typically receive an annual equity-based award. In this regard, Ms. King received a grant of restricted stock, which will be issued in an amount equal to \$96,288 divided by the closing price of ON's common stock on the effective date of the grant, April 7, 2008, and which will vest on April 7, 2008 if Ms. King continues to, on such date, be a director of ON. This grant will also be subject to ON's 2000 Stock Incentive Plan and relevant grant agreement.

Ms. King will also be reimbursed for reasonable expenses to attend Board and any committee meetings and to perform other relevant Board duties. Except as described above or in

connection with the Merger, Ms. King will not receive any additional compensation for her services as a member of the Board.

**Item 9.01. Financial Statements and Exhibit.**

(a) Financial Statements of Businesses Acquired

To the extent required by this item, financial statements of AMI will be filed as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed with the SEC.

(b) Pro Forma Financial Information

To the extent required by this item, pro forma financial information will be filed as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed with the SEC.

(c) Shell Company Transactions

Not applicable.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 2.1                | Agreement and Plan of Merger and Reorganization, dated as of December 13, 2007, by and among ON Semiconductor Corporation, Orange Acquisition Corporation and AMIS Holdings, Inc. (incorporated by reference to Exhibit 2.1 to ON's Current Report on Form 8-K filed on December 13, 2007)* |
| 10.1               | Bills of Sale, dated as of March 11, 2008, executed by Semiconductor Components Industries, LLC (as seller) to General Electric Capital Corporation (as buyer)  |
| 10.2               | Lease Agreement, dated as of November 7, 2006, between Semiconductor Components Industries, LLC (as lessee) and General Electric Capital Corporation (as lessor) (incorporated by reference to Exhibit 10.2 to ON's Current Report on Form 8-K filed on November 13, 2006)                  |
| 10.3               | Amendment No. 1, dated as of March 11, 2008, to Lease Agreement dated as of November 7, 2006 between Semiconductor Components Industries, LLC (as lessee) and General Electric Capital Corporation (as lessor)  |
| 10.4               | Schedule No. 002, executed as of March 11, 2008, by Semiconductor Components Industries, LLC and General Electric Capital Corporation to the Lease Agreement  |
| 10.5               | Schedule No. 003, executed as of March 11, 2008, by Semiconductor Components Industries, LLC and General Electric Capital Corporation to  |

---

the Lease Agreement

- 10.6 Corporate Guaranty of ON Semiconductor Corporation, executed as of March 11, 2008, in favor of General Electric Capital Corporation
- 10.7 Form of AMIS Holdings, Inc. Voting Agreement for Christine King, dated as of December 13, 2007, by and among ON Semiconductor Corporation, AMIS Holdings, Inc. and Christine King (incorporated by reference to Exhibit 10.1 to ON's Current Report on Form 8-K filed on December 13, 2007)
- 10.8 Form of AMIS Holdings, Inc. Voting Agreement for executive officers, directors, and certain other stockholders of AMIS Holdings, Inc., other than Christine King, dated as of December 13, 2007, by and among ON Semiconductor Corporation, directors and executive officers of AMIS Holdings, Inc. and certain significant stockholders of AMIS Holdings, Inc. other than Christine King (incorporated by reference to Exhibit 10.2 to ON's Current Report on Form 8-K filed on December 13, 2007)
- 10.9 Form of ON Semiconductor Corporation Voting Agreement, dated as of December 13, 2007, by and among ON Semiconductor Corporation, AMIS Holdings, Inc. and certain ON Semiconductor Corporation stockholders (incorporated by reference to Exhibit 10.3 to ON's Current Report on Form 8-K filed on December 13, 2007)
- 99.1 News release for ON Semiconductor Corporation, dated March 17, 2008

---

\* Certain schedules have been omitted and ON agrees to furnish supplementally to the SEC a copy of any omitted schedules upon request.

**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.

March 17, 2008

**ON SEMICONDUCTOR CORPORATION**  
**(Registrant)**

By: /s/ DONALD A. COLVIN  
Donald A. Colvin  
Executive Vice President and Chief Financial Officer

## EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 2.1                | Agreement and Plan of Merger and Reorganization, dated as of December 13, 2007, by and among ON Semiconductor Corporation, Orange Acquisition Corporation and AMIS Holdings, Inc. (incorporated by reference to Exhibit 2.1 to ON's Current Report on Form 8-K filed on December 13, 2007)*   |
| 10.1               | Bills of Sale, dated as of March 11, 2008, executed by Semiconductor Components Industries, LLC (as seller) to General Electric Capital Corporation (as buyer)  |
| 10.2               | Lease Agreement, dated as of November 7, 2006, between Semiconductor Components Industries, LLC (as lessee) and General Electric Capital Corporation (as lessor) (incorporated by reference to Exhibit 10.2 to ON's Current Report on Form 8-K filed on November 13, 2006)  |
| 10.3               | Amendment No. 1, dated as of March 11, 2008, to Lease Agreement dated as of November 7, 2006 between Semiconductor Components Industries, LLC (as lessee) and General Electric Capital Corporation (as lessor)  |
| 10.4               | Schedule No. 002, executed as of March 11, 2008, by Semiconductor Components Industries, LLC and General Electric Capital Corporation to the Lease Agreement  |
| 10.5               | Schedule No. 003, executed as of March 11, 2008, by Semiconductor Components Industries, LLC and General Electric Capital Corporation to the Lease Agreement  |
| 10.6               | Corporate Guaranty of ON Semiconductor Corporation, executed as of March 11, 2008, in favor of General Electric Capital Corporation   |
| 10.7               | Form of AMIS Holdings, Inc. Voting Agreement for Christine King, dated as of December 13, 2007, by and among ON Semiconductor Corporation, AMIS Holdings, Inc. and Christine King (incorporated by reference to Exhibit 10.1 to ON's Current Report on Form 8-K filed on December 13, 2007)   |
| 10.8               | Form of AMIS Holdings, Inc. Voting Agreement for executive officers, directors, and certain other stockholders of AMIS Holdings, Inc., other than Christine King, dated as of December 13, 2007, by and among ON Semiconductor Corporation, directors and executive officers of AMIS Holdings, Inc. and certain significant stockholders of AMIS Holdings, Inc. other than Christine King (incorporated by reference to Exhibit 10.2 to ON's Current Report on Form 8-K filed on December 13, 2007) |



10.8 Form of ON Semiconductor Corporation Voting Agreement, dated as of December 13, 2007, by and among ON Semiconductor Corporation, AMIS Holdings, Inc. and certain ON Semiconductor Corporation stockholders (incorporated by reference to Exhibit 10.3 to ON's Current Report on Form 8-K filed on December 13, 2007)

99.1 News release for ON Semiconductor Corporation, dated March 17, 2008

---

\* Certain schedules have been omitted and ON agrees to furnish supplementally to the SEC a copy of any omitted schedules upon request.

ANNEX B  
TO  
SCHEDULE NO. 002  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006  
BILL OF SALE

**Semiconductor Components Industries, LLC** (the “**Seller**”), in consideration of the sum of **Ten Million Eight Hundred Thirty Thousand Seven Hundred Fifty and 00/100 Dollars (\$10,830,750)** plus sales taxes in the amount of **Zero Dollars (\$0.00)** (if exemption from sales tax is claimed, an exemption certificate must be furnished to Buyer herewith), paid by **General Electric Capital Corporation** (together with its successors and assigns, if any, the “**Buyer**”), receipt of which is acknowledged, hereby grants, sells, assigns, transfers and delivers to Buyer the equipment (the “**Equipment**”) described in the above schedule (said schedule and related lease being collectively referred to as “**Lease**”), along with whatever claims and rights Seller may have against the manufacturer and/or supplier of the Equipment (the “**Supplier**”), including but not limited to all warranties and representations. At Buyer’s request, Seller will cause Supplier to execute the attached Acknowledgment.

Buyer is purchasing the Equipment for leasing back to Seller pursuant to the Lease. Seller represents and warrants to Buyer that (1) Buyer will acquire by the terms of this Bill of Sale good title to the Equipment free from all liens and encumbrances whatsoever; (2) Seller has the right to sell the Equipment; and (3) the Equipment has been delivered to Seller in good order and condition, and conforms to the specifications, requirements and standards applicable thereto; and (4) the equipment has been accurately labeled, consistent with the requirements of 40 CFR part 82 Subpart E, with respect to products manufactured with a controlled (ozone-depleting) substance.

Seller agrees to save and hold harmless Buyer from and against any and all federal, state, municipal and local license fees and taxes of any kind or nature, including, without limiting the generality of the foregoing, any and all excise, personal property, use and sales taxes, and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted against Buyer as a consequence of the sale of the Equipment to Buyer.

**IN WITNESS WHEREOF**, Seller has executed this Bill of Sale this 11th day of March, 2008.

**SELLER:**

**SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC**

By: /s/ Keith D. Jackson

Name: Keith D. Jackson

Title: President and Chief Executive Officer

**ANNEX A  
TO  
SCHEDULE NO. 002  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006**

**DESCRIPTION OF EQUIPMENT**

| Asset ID | Tool ID  | Make              | Model                     | Description                    | Vintage | Serial Number | Capitalized Lessor's Cost |
|----------|----------|-------------------|---------------------------|--------------------------------|---------|---------------|---------------------------|
| 0001     | RTP07601 | Applied Materials | Centura HTF Multi Process | Deposition RTP                 | 1999    | R619          | \$ 262,500.00             |
| 0002     | MET17604 | Applied Materials | Endura 5500               | Deposition PV-Sputtering       | 1997    | P114          | \$ 525,000.00             |
| 0003     | MET19601 | Applied Materials | Endura 5500               | Deposition PV-Sputtering       | 2000    | 304313        | \$ 525,000.00             |
| 0004     | POL07602 | Applied Materials | Mirra-3400                | CMP System                     | 2000    | 3077807       | \$ 525,000.00             |
| 0005     | TRK02601 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0043    | \$ 288,750.00             |
| 0006     | TRK02602 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 59700-0174    | \$ 288,750.00             |
| 0007     | TRK03602 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0086    | \$ 288,750.00             |
| 0008     | TRK03603 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0096    | \$ 288,750.00             |
| 0009     | TRK03604 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 58700-0104    | \$ 288,750.00             |
| 0010     | TRK03605 | DNS               | 200W                      | Resist Processing Cluster Tool | 1999    | 59700-0168    | \$ 288,750.00             |
| 0011     | TRK03606 | DNS               | 200W                      | Resist Processing Cluster Tool | 1999    | 59700-0180    | \$ 288,750.00             |
| 0012     | SCB03602 | DNS               | SSW80A-AR                 | Etching Wet                    | 2002    | 14301         | \$ 52,500.00              |
| 0013     | FTM20602 | KLA-Tencor        | FLX 5500                  | Wafer Inspection               | 2001    | 0501107084    | \$ 42,000.00              |
| 0014     | PAR21605 | KLA-Tencor        | Surfscan 6220             | Wafer Inspection               | 1999    | 1199-403      | \$ 105,000.00             |
| 0015     | FTM24602 | KLA-Tencor        | UV-1280SE                 | Wafer Inspection               | 1999    | 990995        | \$ 210,000.00             |
| 0016     | STP14602 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409042       | \$ 892,500.00             |
| 0017     | STP14603 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409030       | \$ 892,500.00             |
| 0018     | STP14604 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409047       | \$ 892,500.00             |
| 0019     | STP14605 | Nikon             | i14                       | Lithography I-Line Steppers    | 2000    | 1409110       | \$ 892,500.00             |
| 0020     | STP14606 | Nikon             | i14E                      | Lithography I-Line Steppers    | 2000    | 1409114       | \$ 892,500.00             |
| 0021     | WET28601 | SEZ               | 203                       | Etching Wet                    | 2000    | 446           | \$ 288,750.00             |
| 0022     | WET38601 | SEZ               | 223                       | Etching Wet                    | 2003    | 701           | \$ 472,500.00             |
| 0023     | WET37601 | SEZ               | 4200                      | Etching Wet                    | 2003    | 708           | \$ 603,750.00             |
| 0024     | TRK08602 | TEL               | Act 8                     | Resist Processing Cluster Tool | 1999    | 9290829       | \$ 472,500.00             |
| 0025     | FTM43601 | Therma-wave       | 7341                      | Wafer Inspection               | 2003    | 734123        | \$ 262,500.00             |

**\$ 10,830,750.00**

**Initials:**

**Lessor: JS**

**Lessee: KJ**



**ANNEX A  
TO  
SCHEDULE NO. 003  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006**

**DESCRIPTION OF EQUIPMENT**

| <b>Asset ID</b> | <b>Tool ID</b> | <b>Make</b>       | <b>Model</b>             | <b>Description</b>             | <b>Vintage</b> | <b>S/N</b>                                      | <b>Capitalized Lessor's Cost</b> |
|-----------------|----------------|-------------------|--------------------------|--------------------------------|----------------|---|----------------------------------|
| 0001            | MET19602       | Applied Materials | Endura 5500              | Deposition PV-Sputtering       | 2000           | 305431  | \$ 945,000.00                    |
| 0002            | MET19603       | Applied Materials | Endura 5500              | Deposition PV-Sputtering       | 2000           | 319063  | \$ 945,000.00                    |
| 0003            | STP18604       | ASML              | 750                      | Lithography Deep UV            | 2000           | 6321  | \$ 2,940,000.00                  |
| 0004            | STP25601 B     | ASML              | 5500/1150C               | Wafer Fabrication Lithography  | 2006           | 9718  | \$ 3,990,000.00                  |
| 0005            | STP18602       | ASML              | 700C                     | Lithography Deep UV            | 2000           | 7186  | \$ 2,520,000.00                  |
| 0006            | STP18603       | ASML              | 700C                     | Lithography Deep UV            | 2000           | 6589  | \$ 2,520,000.00                  |
| 0007            | ETH21610       | LRC               | 9600 2x2 PTX             | Etching Dry                    | 1997           | 8421 TM strip 100, 96-69, 96-105, strip 60      | \$ 525,000.00                    |
| 0008            | ETH21611       | LRC               | 9600 2x2 PTX             | Etching Dry                    | 1997           | 8431 TM strip 122, 96-79, 96-68A, strip 76      | \$ 525,000.00                    |
| 0009            | ETH21603       | LRC               | A6 4520 XL               | Etching Dry                    | 1997           | 8428 TM 45XL- 186, 45XL-377, 45XL-1213, 45XL-60 | \$ 498,750.00                    |
| 0010            | ETH21604       | LRC               | A6 4520XL                | Etching Dry                    | 1997           | 8433 TM 45XL-114, 45XL-62, 45XL-61              | \$ 498,750.00                    |
| 0011            | ETH21606       | LRC               | A6 4520XL                | Etching Dry                    | 1997           | 8346 TM 45XL-90 45XL-59, 45XL-42                | \$ 498,750.00                    |
| 0012            | ETH21601       | LRC               | A6 9400 PTX              | Etching Dry                    | 1997           | 8427 TM 94-496, 94-279, 94-670, 94-732          | \$ 630,000.00                    |
| 0013            | CED11605       | Novellus          | C2 Dual Altus            | Deposition CVD                 | 2000           | 00-49-C26148                                    | \$ 630,000.00                    |
| 0014            | CED11606       | Novellus          | C2 Dual Altus            | Deposition CVD                 | 2000           | 00-24-C26104                                    | \$ 630,000.00                    |
| 0015            | CED08601       | Novellus          | C2 Dual Sequel           | Deposition CVD                 | 1997           | 97-24-5394                                      | \$ 630,000.00                    |
| 0016            | CED08602       | Novellus          | C2 Dual Sequel           | Deposition CVD                 | 1997           | 97-35-5377                                      | \$ 630,000.00                    |
| 0017            | CED09601       | Novellus          | C2 Dual Speed/<br>Sequel | Deposition CVD                 | 1997           | 97-26-5341                                      | \$ 525,000.00                    |
| 0018            | CED09604       | Novellus          | C2 Dual Speed/<br>Sequel | Deposition CVD                 | 1997           | 97-36-5383                                      | \$ 525,000.00                    |
| 0019            | CED07602       | Novellus          | C2 Single Sequel         | Deposition CVD                 | 1997           | 97-24-5338                                      | \$ 367,500.00                    |
| 0020            | TRK04603       | TEL               | Act 8                    | Resist Processing Cluster Tool | 2000           | 9201708   | \$ 446,250.00                    |
| 0021            | TRK08601       | TEL               | Act 8                    | Resist Processing Cluster Tool | 2000           | 9201106   | \$ 446,250.00                    |
| 0022            | TRK04602       | TEL               | Act 8                    | Resist Processing Cluster Tool | 2000           | 9201117   | \$ 525,000.00                    |
| 0023            | TRK04604       | TEL               | Act 8                    | Resist Processing Cluster Tool | 2000           | 9201119   | \$ 525,000.00                    |
| <b>TOTAL:</b>   |                |                   |                          |                                |                |   | <b>\$ 22,916,250.00</b>          |

**Lessor: JS**

**Lessee: KJ**

**AMENDMENT NO. 1  
DATED MARCH 11, 2008  
TO THE  
LEASE AGREEMENT DATED AS OF NOVEMBER 7, 2006**

**THIS AMENDMENT** is made as of the 11th day of March, 2008, by and between **General Electric Capital Corporation**, together with its successors and assigns, if any, and **Semiconductor Components Industries, LLC**, a Delaware limited liability company, in connection with that certain Lease Agreement dated as of November 7, 2006 ("**Agreement**"). The terms of this Amendment are hereby incorporated into the Agreement as though fully set forth therein. The Agreement is hereby amended as follows:

The second sentence of Section 20 is hereby replaced with the following:

"Notwithstanding anything to the contrary contained herein, the maximum aggregate Capitalized Lessor's Cost of Equipment that may be substituted under any Schedule shall be limited to fifteen percent (15%) of the aggregate Capitalized Lessor's Cost of Equipment leased under such Schedule, except that this limitation shall not apply in the event of a material casualty event requiring replacement by the Lessee."

TERMS USED, BUT NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE AGREEMENT. EXCEPT AS EXPRESSLY AMENDED HEREBY, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment by signature of their respective authorized representative set forth below.

**LESSOR:**  
**General Electric Capital Corporation**

**LESSEE:**  
**Semiconductor Components Industries, LLC**

By: /s/ James C. Shelly  
Name: **James C. Shelly**  
Title: **SVP & CRO**

By: /s/ Keith D. Jackson  
Name: **Keith D. Jackson**  
Title: **President and Chief Executive Officer**

CONFIDENTIAL

**ELECTRONIC & TEST EQUIPMENT SCHEDULE  
SCHEDULE NO. 002  
DATED THIS MARCH 11, 2008  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006**

**Lessor & Mailing Address:**

General Electric Capital Corporation  
4225 Executive Square Suite 800  
La Jolla, CA 92037

**Lessee & Mailing Address:**

Semiconductor Components Industries, LLC  
5005 East McDowell Road  
Phoenix, AZ 85008  
Attn: General Counsel

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Lease Agreement identified above ("**Agreement**" said Agreement and this Schedule being collectively referred to as "**Lease**"). This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

**A. Equipment:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "**Equipment**").

| <u>Number of Units</u> | <u>Capitalized Lessor's Cost</u> | <u>Manufacturer</u> | <u>Serial Number</u> | <u>Model and Type of Equipment</u> |
|------------------------|----------------------------------|---------------------|----------------------|------------------------------------|
|------------------------|----------------------------------|---------------------|----------------------|------------------------------------|

See Annex "A" attached hereto and made a part hereof, together with all other attachments, accessories, additions, replacements and substitutions now or hereafter attached hereto and made a part thereof.

**Equipment Location:** 23400 NE Glisan Street, Gresham, Multnomah County, Oregon 97030.

**B. Financial Terms**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Advance Rent (if any): <b>\$214,493.87</b></li> <li>2. Capitalized Lessor's Cost: <b>\$ 10,830,750.00</b></li> <li>3. Basic Term (No. of Months): <b>48 Months.</b></li> <li>4. Basic Term Lease Rate Factor: <b>1.980416</b></li> <li>9. First Termination Date: <b>Twenty-Four (24)</b> months after the Basic Term Commencement Date.</li> <li>10. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date ("<b>Interim Period</b>"), Lessee shall pay as rent ("<b>Interim Rent</b>") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall NOT BE APPLICABLE.</li> <li>11. Basic Term Rent. Commencing on <b>March 11, 2008</b> and on the same day of each month thereafter (each, a "<b>Rent Payment Date</b>") during the Basic Term, Lessee shall pay as rent ("<b>Basic Term Rent</b>") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule. Each payment of Basis Term Rent shall be allocated to and shall accrue for the use of the Equipment for the monthly period beginning on such Rent Payment Date.</li> </ol> | <ol style="list-style-type: none"> <li>5. Basic Term Commencement Date: <b>March 11, 2008</b></li> <li>6. Lessee Federal Tax ID No.: <b>36-4292817</b></li> <li>7. Last Delivery Date: <b>March 11, 2008</b></li> <li>8. Daily Lease Rate Factor: <b>0.066013</b></li> </ol> |
|--|--|

**C. Tax Benefits**

Depreciation Deductions:

1. Depreciation method is the 200% declining balance method, switching to straight-line method for the 1st taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
2. Recovery Period: **5 years.**

3. Basis: 100 % of the Capitalized Lessor's Cost.
4. Gross Taxable Income: Only (A) Basic Rent in the amounts and no earlier than at the times such payments are accrued and (B) any gain realized by Lessor on the sale or other disposition of the Equipment at the time of such sale.

**D. Property Tax**

APPLICABLE TO EQUIPMENT LOCATED IN **OREGON**: Lessee agrees that it will not list any of such Equipment for property tax purposes or report any property tax assessed against such Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to such Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

Lessor may notify Lessee (and Lessee agrees to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

**E. Article 2A Notice**

Intentionally Omitted.

**F. Stipulated Loss and Termination Value Table\***

| <u>Date</u> | <u>Rental Basis</u> | <u>Termination Value</u> | <u>Stipulated Loss Value</u> | <u>Date</u> | <u>Rental Basis</u> | <u>Termination Value</u> | <u>Stipulated Loss Value</u> |
|-------------|---------------------|--------------------------|------------------------------|-------------|---------------------|--------------------------|------------------------------|
| 3/30/2008   | 1                   | 103.49                   | 107.43                       | 3/30/2010   | 25                  | 67.28                    | 69.75                        |
| 4/30/2008   | 2                   | 102.11                   | 105.99                       | 4/30/2010   | 26                  | 65.62                    | 68.03                        |
| 5/30/2008   | 3                   | 100.72                   | 104.54                       | 5/30/2010   | 27                  | 63.96                    | 66.31                        |
| 6/30/2008   | 4                   | 99.32                    | 103.07                       | 6/30/2010   | 28                  | 62.29                    | 64.58                        |
| 7/30/2008   | 5                   | 97.91                    | 101.60                       | 7/30/2010   | 29                  | 60.61                    | 62.84                        |
| 8/30/2008   | 6                   | 96.48                    | 100.11                       | 8/30/2010   | 30                  | 58.92                    | 61.09                        |
| 9/30/2008   | 7                   | 95.05                    | 98.62                        | 9/30/2010   | 31                  | 57.23                    | 59.33                        |
| 10/30/2008  | 8                   | 93.60                    | 97.11                        | 10/30/2010  | 32                  | 55.53                    | 57.57                        |
| 11/30/2008  | 9                   | 92.15                    | 95.60                        | 11/30/2010  | 33                  | 53.81                    | 55.79                        |
| 12/30/2008  | 10                  | 90.68                    | 94.07                        | 12/30/2010  | 34                  | 52.09                    | 54.01                        |
| 1/30/2009   | 11                  | 89.20                    | 92.53                        | 1/30/2011   | 35                  | 50.36                    | 52.21                        |
| 2/30/2009   | 12                  | 87.72                    | 90.98                        | 2/30/2011   | 36                  | 48.61                    | 50.41                        |
| 3/30/2009   | 13                  | 86.22                    | 89.42                        | 3/30/2011   | 37                  | 46.86                    | 48.59                        |
| 4/30/2009   | 14                  | 84.71                    | 87.85                        | 4/30/2011   | 38                  | 45.09                    | 46.77                        |
| 5/30/2009   | 15                  | 83.19                    | 86.27                        | 5/30/2011   | 39                  | 43.32                    | 44.94                        |
| 6/30/2009   | 16                  | 81.65                    | 84.67                        | 6/30/2011   | 40                  | 41.54                    | 43.10                        |
| 7/30/2009   | 17                  | 80.10                    | 83.06                        | 7/30/2011   | 41                  | 39.76                    | 41.25                        |
| 8/30/2009   | 18                  | 78.54                    | 81.44                        | 8/30/2011   | 42                  | 37.96                    | 39.39                        |
| 9/30/2009   | 19                  | 76.97                    | 79.80                        | 9/30/2011   | 43                  | 36.15                    | 37.52                        |
| 10/30/2009  | 20                  | 75.38                    | 78.16                        | 10/30/2011  | 44                  | 34.34                    | 35.65                        |
| 11/30/2009  | 21                  | 73.78                    | 76.50                        | 11/30/2011  | 45                  | 32.51                    | 33.76                        |
| 12/30/2009  | 22                  | 72.17                    | 74.83                        | 12/30/2011  | 46                  | 30.68                    | 31.86                        |
| 1/30/2010   | 23                  | 70.55                    | 73.14                        | 1/30/2012   | 47                  | 28.83                    | 29.96                        |
| 2/30/2010   | 24                  | 68.92                    | 71.45                        | 2/30/2012   | 48                  | 26.98                    | 28.04                        |

\* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.



**G. Modifications and Additions for This Schedule Only**

For purposes of this Schedule only, the Agreement is amended as follows:

1. Section 11(a) is replaced with the following:

(a) Lessee shall be in default under this Agreement and under any Lease upon the occurrence of any of the following (each an **“Event of Default”**, and collectively, the **“Events of Default”**):

(i) Lessee fails to pay within ten (10) days after its due date, any Rent or any other amount due under this Agreement or any Lease;

(ii) Lessee breaches any of its insurance obligations under this Agreement or any other Document (as defined in Section 16 hereof);

(iii) Lessee breaches any of its other obligations under any Lease (other than those described in Section 11(a)(i) and (ii) above), and fails to cure that breach within thirty (30) days after written notice from Lessor;

(iv) any representation, warranty or covenant made by Lessee or ON Semiconductor Corporation (the **“Guarantor”**) in connection with this Agreement or under any Lease or guaranty shall be false or misleading in any material respect;

(v) any Equipment is illegally used;

(vi) Lessee or Guarantor becomes insolvent or ceases to do business as a going concern;

(vii) Guarantor revokes or attempts to revoke its obligations under its guaranty or any related document to which it is a party, or fails to observe or perform any covenant, condition or agreement to be performed under such guaranty or other related document to which it is a party;

(viii) a receiver is appointed for all or of any part of the property of Lessee, or Lessee or Guarantor makes any assignment for the benefit of its creditors;

(ix) Lessee or Guarantor files a petition under any bankruptcy, insolvency or similar law, or in the event an involuntary petition is filed against Lessee or Guarantor under any bankruptcy or insolvency laws and in the event of an involuntary petition, such petition is not dismissed within sixty (60) days of the filing date;

(x) Lessee and/or any Guarantor breaches or is in default under any agreement, in an original principal amount greater than \$5,000,000, by and between Lessor on the one hand, and Lessee and/or Guarantor (or any of their respective parent or affiliates) on the other hand; provided however that any such default under this Section 11(a)(x) is not solely related to a material adverse change in Lessee’s financial condition;

(xi) There is any dissolution or termination of existence of Lessee or any Guarantor.

(xii) there is any merger, consolidation, or change in controlling ownership (such event and the transactions undertaken in connection with the event, e.g., a financing to accomplish a merger or consolidation, referred to as an **“Event”**) of Lessee or Guarantor wherein the long-term bank loan debt rating (or, if such rating is not then available, it’s nearest equivalent, in either event, the **“Credit Rating”**) of Lessee, Guarantor, or the surviving corporation, company, or other such business entity (Lessee, Guarantor or such surviving entity referred to as the **“Surviving Company”**) issued by Moody’s Investors Service (such entity and its successors, or, in the event such entity is no longer rating the Surviving Company’s debt, any other nationally recognized rating agency which is then rating the Surviving Company’s debt, collectively referred to herein as **“Moody’s”**) immediately after and as a direct result of the Event (and not for other developments or unrelated actions following the Event) falls below the lowest **“B”** rating (or its nearest equivalent if the rating system is hereafter modified, revised, or replaced, referred to herein as the **“Minimum Rating”**) by Moody’s (currently defined as **“B3”**); provided, however, that, in the event the Credit Rating of the Surviving Company falls below the Minimum Rating as a direct result of the Event (for purposes of this subsection (xii) the occurrence of the Event (the **“Event Date”**) shall be deemed to be the later of (a) the date upon which the Event occurs, or (b) the issuance by Moody’s of the Credit Rating), an Event of Default shall not have occurred if (a) Lessee or Guarantor, whichever is applicable, provides Lessor, on or within 10 days after the Event Date, written notice to the effect that, if an Event occurs, it will satisfy the letter of credit provisions of clause (b) of this proviso, and (b) as soon as reasonably practicable, but in any event within 30 days of the Event Date, Lessee or Guarantor, whichever is applicable, shall cause to be delivered to Lessor an irrevocable standby letter of credit (the **“Letter of Credit”**) in the amount of \$7,000,000, which Letter of Credit shall be in form and substance reasonably acceptable to Lessor and issued by a bank rated at least **“A2”** by Moody’s; provided, further, that, if, after the Letter of Credit has been issued, the Credit Rating of the Surviving

Company shall be increased to the Minimum Rating or higher, Lessor shall promptly (in any event, with 15 days) return the Letter of Credit to Lessee or Guarantor, whichever is applicable, for cancellation;

(xiii) Lessee or any Guarantor sells or leases all, or substantially all, of its assets;

(xiv) there is a material adverse change in Lessee's or Guarantor's financial condition;

(xv) Lessee defaults under any contract or obligation requiring the payment of money in an original principal amount greater than \$5,000,000;  
or

(xvi) an event of default occurs under Guarantor's guaranty.

The default declaration shall apply to all Schedules unless specifically excepted by Lessor.

2. In Section 11(b)(ix), replace "Lessee (or any of their respective affiliates or parent entities)" with "Lessee and/or Guarantor (or any of their respective affiliates or parent entities)".
3. In Section 14(a), second paragraph, replace subsection (iv) with the following: "(iv) any actions brought against any Indemnatee that arise out of Lessee's or any Guarantor's actions or omissions (or actions or omissions of Lessee's or Guarantor's agents);"

#### 4. ACCEPTANCE

Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that (i) all Equipment listed above is installed; (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, Supplier or the manufacturer; and (iii) Lessee accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct in all material respects on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

#### 5. EQUIPMENT SPECIFIC PROVISIONS

Each reference contained in this Agreement to:

(a) "Adverse Environmental Condition" shall refer to, so long as the Equipment is in the control of Lessee, (i) the existence or the continuation of the existence, of an Environmental Emission (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Emission), of, or exposure to, any substance, chemical, material, pollutant, Contaminant, odor or audible noise or other release or emission in, into or onto the environment (including, without limitation, the air, ground, water or any surface) at, in, by, from or related to any Equipment, (ii) the environmental aspect of the transportation, storage, treatment or disposal of materials in connection with the operation of any Equipment or (iii) the violation, or alleged violation of any statutes, ordinances, orders, rules regulations, permits or licenses of, by or from any governmental authority, agency or court relating to Environmental Law connected with any Equipment.

(b) "Affiliate" shall refer, with respect to any given Person, to any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

(c) "Contaminant" shall refer to those substances that are regulated by or form the basis of liability under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs"), and radioactive substances, or other material or substance that has in the past or could in the future constitute a health, safety or environmental hazard to any Person, property or natural resources.

(d) "Environmental Claim" shall refer to any accusation, allegation, notice of violation, claim, demand, abatement or other order on direction (conditional or otherwise) by any governmental authority or any Person for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to the environment or other adverse effects on the environment, or for fines, penalties or restrictions, resulting from or based upon any Adverse Environmental Condition.

(e) "Environmental Emission" shall refer to any actual or threatened release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, or into or out of any of the Equipment, including, without limitation, the movement of any Contaminant or other substance through or in the air, soil, surface water, groundwater

or property.

(f) "Environmental Law" shall mean any federal, foreign, state or local law, rule or regulation pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. Section 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 1361 et seq.), and the Occupational Safety and Health Act (19 U.S.C. Section 651 et seq.), as these laws have been amended or supplemented, and any analogous foreign, federal, state or local statutes, and the regulations promulgated pursuant thereto.

(g) "Environmental Loss" shall mean any loss, cost, damage, liability, deficiency, fine, penalty or expense (including, without limitation, reasonable attorneys' fees, engineering and other professional or expert fees), investigation, removal, cleanup and remedial costs (voluntarily or involuntarily incurred) arising out of or related to any Environmental Claim.

(h) "Person" shall include any individual, partnership, corporation, trust, unincorporated organization, government or department or agency thereof and any other entity.

Lessee shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Lessor and its Affiliates, successors and assigns, directors, officers, employees and agents from and against any Environmental Claim or Environmental Loss.

The provisions of this Schedule shall survive any expiration or termination of the Lease and shall be enforceable by Lessor, its successors and assigns.

#### 6. EARLY PURCHASE OPTION

(a) Provided that the Lease has not been earlier terminated and provided further that Lessee is not in default under the Lease or any other agreement between Lessor and Lessee, Lessee may, UPON AT LEAST THIRTY (30) DAYS BUT NO MORE THAN ONE HUNDRED EIGHTY (180) DAYS PRIOR WRITTEN NOTICE TO LESSOR OF LESSEE'S IRREVOCABLE ELECTION TO EXERCISE SUCH OPTION, purchase on an AS IS BASIS all (but not less than all) of the Equipment listed and described in this Schedule on the Rent Payment Date (the "Early Purchase Date") which is **Thirty (30)** months from the Basic Term Commencement Date for a price equal to **\$5,883,462.84** (the "FMV Early Option Price"), plus all applicable sales taxes.

Lessor and Lessee agree that the FMV Early Option Price is a reasonable prediction of the Fair Market Value (as such term is defined in the END OF LEASE PURCHASE OPTION Section subsection (b) of the Lease hereof) of the Equipment at the time the option is exercisable. Lessor and Lessee agree that if Lessee makes any non-severable improvement to the Equipment which increases the value of the Equipment and is not required or permitted by the MAINTENANCE Section of the RETURN OF EQUIPMENT Section of the Lease prior to lease expiration, then at the time such option being exercised, Lessor and Lessee shall increase the purchase price to reflect any addition to the price anticipated to result from such improvement. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option".)

(b) If Lessee exercises its Early Purchase Option with respect to the Equipment leased hereunder, then on the Early Purchase Option Date, Lessee shall pay to Lessor any Rent and other sums due and unpaid on the Early Purchase Option Date and Lessee shall pay the FMV Early Option Price, plus all applicable sales taxes, to Lessor in cash.

Except as expressly modified hereby, all terms and provision of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

**(Signature Page Follows)**

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

**LESSOR:**

**General Electric Capital Corporation**

By: /s/ James C. Shelly  
Name: **James C. Shelly**  
Title: SVP & CRO

**LESSEE:**

**Semiconductor Components Industries, LLC**

By: /s/ Keith D. Jackson  
Name: Keith D. Jackson  
Title: **President and Chief Executive Officer**

**ANNEX A  
TO  
SCHEDULE NO. 002  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006**

**DESCRIPTION OF EQUIPMENT**

| Asset ID | Tool ID  | Make              | Model                     | Description                    | Vintage | Serial Number | Capitalized Lessor's Cost |
|----------|----------|-------------------|---------------------------|--------------------------------|---------|---------------|---------------------------|
| 0001     | RTP07601 | Applied Materials | Centura HTF Multi Process | Deposition RTP                 | 1999    | R619          | \$ 262,500.00             |
| 0002     | MET17604 | Applied Materials | Endura 5500               | Deposition PV-Sputtering       | 1997    | P114          | \$ 525,000.00             |
| 0003     | MET19601 | Applied Materials | Endura 5500               | Deposition PV-Sputtering       | 2000    | 304313        | \$ 525,000.00             |
| 0004     | POL07602 | Applied Materials | Mirra-3400                | CMP System                     | 2000    | 3077807       | \$ 525,000.00             |
| 0005     | TRK02601 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0043    | \$ 288,750.00             |
| 0006     | TRK02602 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 59700-0174    | \$ 288,750.00             |
| 0007     | TRK03602 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0086    | \$ 288,750.00             |
| 0008     | TRK03603 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 57700-0096    | \$ 288,750.00             |
| 0009     | TRK03604 | DNS               | 200W                      | Resist Processing Cluster Tool | 1998    | 58700-0104    | \$ 288,750.00             |
| 0010     | TRK03605 | DNS               | 200W                      | Resist Processing Cluster Tool | 1999    | 59700-0168    | \$ 288,750.00             |
| 0011     | TRK03606 | DNS               | 200W                      | Resist Processing Cluster Tool | 1999    | 59700-0180    | \$ 288,750.00             |
| 0012     | SCB03602 | DNS               | SSW80A-AR                 | Etching Wet                    | 2002    | 14301         | \$ 52,500.00              |
| 0013     | FTM20602 | KLA-Tencor        | FLX 5500                  | Wafer Inspection               | 2001    | 0501107084    | \$ 42,000.00              |
| 0014     | PAR21605 | KLA-Tencor        | Surfscan 6220             | Wafer Inspection               | 1999    | 1199-403      | \$ 105,000.00             |
| 0015     | FTM24602 | KLA-Tencor        | UV-1280SE                 | Wafer Inspection               | 1999    | 990995        | \$ 210,000.00             |
| 0016     | STP14602 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409042       | \$ 892,500.00             |
| 0017     | STP14603 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409030       | \$ 892,500.00             |
| 0018     | STP14604 | Nikon             | i14                       | Lithography I-Line Steppers    | 1998    | 1409047       | \$ 892,500.00             |
| 0019     | STP14605 | Nikon             | i14                       | Lithography I-Line Steppers    | 2000    | 1409110       | \$ 892,500.00             |
| 0020     | STP14606 | Nikon             | i14E                      | Lithography I-Line Steppers    | 2000    | 1409114       | \$ 892,500.00             |
| 0021     | WET28601 | SEZ               | 203                       | Etching Wet                    | 2000    | 446           | \$ 288,750.00             |
| 0022     | WET38601 | SEZ               | 223                       | Etching Wet                    | 2003    | 701           | \$ 472,500.00             |
| 0023     | WET37601 | SEZ               | 4200                      | Etching Wet                    | 2003    | 708           | \$ 603,750.00             |
| 0024     | TRK08602 | TEL               | Act 8                     | Resist Processing Cluster Tool | 1999    | 9290829       | \$ 472,500.00             |
| 0025     | FTM43601 | Therma-wave       | 7341                      | Wafer Inspection               | 2003    | 734123        | \$ 262,500.00             |

**\$ 10,830,750.00**

**Initials:**

**Lessor: JS**

**Lessee: KJ**

Schedule No. 002 to Lease Agreement Dated November 7, 2006

**ELECTRONIC & TEST EQUIPMENT SCHEDULE  
SCHEDULE NO. 003  
DATED THIS MARCH 11, 2008  
TO LEASE AGREEMENT  
DATED AS OF NOVEMBER 7, 2006**

Lessor & Mailing Address:

General Electric Capital Corporation  
4225 Executive Square Suite 800  
La Jolla, CA 92037

Lessee & Mailing Address:

Semiconductor Components Industries, LLC  
5005 East McDowell Road  
Phoenix, AZ 85008  
Attn : General Counsel

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Lease Agreement identified above ("**Agreement**" said Agreement and this Schedule being collectively referred to as "**Lease**"). This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

**A. Equipment:** Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "**Equipment**").

| <u>Number of Units</u> | <u>Capitalized Lessor's Cost</u> | <u>Manufacturer</u> | <u>Serial Number</u> | <u>Model and Type of Equipment</u> |
|------------------------|----------------------------------|---------------------|----------------------|------------------------------------|
|------------------------|----------------------------------|---------------------|----------------------|------------------------------------|

See Annex "A" attached hereto and made a part hereof, together with all other attachments, accessories, additions, replacements and substitutions now or hereafter attached hereto and made a part thereof.

**Equipment Location:** 23400 NE Glisan Street, Gresham, Multnomah County, Oregon 97030.

**B. Financial Terms**

1. Advance Rent (if any): **\$393,053.08**
2. Capitalized Lessor's Cost: **\$22,916,250.00**
3. Basic Term (No. of Months): **60 Months.**
4. Basic Term Lease Rate Factor: **1.715172**
5. Basic Term Commencement Date: **March 11, 2008**
6. Lessee Federal Tax ID No.: **36-4292817**
7. Last Delivery Date: **March 11, 2008**
8. Daily Lease Rate Factor: **0.057172**
9. First Termination Date: **Twenty-Four (24)** months after the Basic Term Commencement Date.
10. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date ("**Interim Period**"), Lessee shall pay as rent ("**Interim Rent**") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall NOT BE APPLICABLE.
11. Basic Term Rent. Commencing on **March 11, 2008** and on the same day of each month thereafter (each, a "**Rent Payment Date**") during the Basic Term, Lessee shall pay as rent ("**Basic Term Rent**") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule. Each payment of Basis Term Rent shall be allocated to and shall accrue for the use of the Equipment for the monthly period beginning on such Rent Payment Date.

**C. Tax Benefits** Depreciation Deductions:

1. Depreciation method is the 200% declining balance method, switching to straight-line method for the 1st taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
2. Recovery Period: **5 years.**
3. Basis: 100 % of the Capitalized Lessor's Cost.

4. Gross Taxable Income: Only (A) Basic Rent in the amounts and no earlier than at the times such payments are accrued and (B) any gain realized by Lessor on the sale or other disposition of the Equipment at the time of such sale.

**D. Property Tax**

APPLICABLE TO EQUIPMENT LOCATED IN **OREGON**: Lessee agrees that it will not list any of such Equipment for property tax purposes or report any property tax assessed against such Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to such Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

Lessor may notify Lessee (and Lessee agrees to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

**E. Article 2A Notice**

Intentionally Omitted.

**F. Stipulated Loss and Termination Value Table\***

| Date       | Rental Basic | Termination Value | Stipulated Loss Value | Date       | Rental Basic | Termination Value | Stipulated Loss Value |
|------------|--------------|-------------------|-----------------------|------------|--------------|-------------------|-----------------------|
| 3/30/2008  | 1            | 103.442           | 107.414               | 9/30/2010  | 31           | 67.877            | 71.371                |
| 4/30/2008  | 2            | 102.365           | 106.320               | 10/30/2010 | 32           | 66.495            | 69.973                |
| 5/30/2008  | 3            | 101.277           | 105.215               | 11/30/2010 | 33           | 65.104            | 68.566                |
| 6/30/2008  | 4            | 100.178           | 104.101               | 12/30/2010 | 34           | 63.704            | 67.149                |
| 7/30/2008  | 5            | 99.070            | 102.975               | 1/30/2011  | 35           | 62.294            | 65.723                |
| 8/30/2008  | 6            | 97.951            | 101.841               | 2/28/2011  | 36           | 60.876            | 64.288                |
| 9/30/2008  | 7            | 96.823            | 100.696               | 3/30/2011  | 37           | 59.447            | 62.843                |
| 10/30/2008 | 8            | 95.684            | 99.540                | 4/30/2011  | 38           | 58.009            | 61.388                |
| 11/30/2008 | 9            | 94.536            | 98.376                | 5/30/2011  | 39           | 56.571            | 59.934                |
| 12/30/2008 | 10           | 93.377            | 97.201                | 6/30/2011  | 40           | 55.129            | 58.475                |
| 1/30/2009  | 11           | 92.208            | 96.015                | 7/30/2011  | 41           | 53.680            | 57.010                |
| 2/28/2009  | 12           | 91.030            | 94.821                | 8/30/2011  | 42           | 52.224            | 55.537                |
| 3/30/2009  | 13           | 89.843            | 93.617                | 9/30/2011  | 43           | 50.758            | 54.055                |
| 4/30/2009  | 14           | 88.643            | 92.401                | 10/30/2011 | 44           | 49.284            | 52.564                |
| 5/30/2009  | 15           | 87.430            | 91.171                | 11/30/2011 | 45           | 47.803            | 51.067                |
| 6/30/2009  | 16           | 86.204            | 89.929                | 12/30/2011 | 46           | 46.312            | 49.560                |
| 7/30/2009  | 17           | 84.965            | 88.673                | 1/30/2012  | 47           | 44.813            | 48.044                |
| 8/30/2009  | 18           | 83.717            | 87.409                | 2/28/2012  | 48           | 43.307            | 46.521                |
| 9/30/2009  | 19           | 82.456            | 86.131                | 3/30/2012  | 49           | 41.790            | 44.988                |
| 10/30/2009 | 20           | 81.182            | 84.841                | 4/30/2012  | 50           | 40.262            | 43.443                |
| 11/30/2009 | 21           | 79.899            | 83.541                | 5/30/2012  | 51           | 38.726            | 41.891                |
| 12/30/2009 | 22           | 78.603            | 82.229                | 6/30/2012  | 52           | 37.182            | 40.331                |
| 1/30/2010  | 23           | 77.294            | 80.904                | 7/30/2012  | 53           | 35.630            | 38.762                |
| 2/28/2010  | 24           | 75.976            | 79.569                | 8/30/2012  | 54           | 34.070            | 37.186                |
| 3/30/2010  | 25           | 74.648            | 78.225                | 9/30/2012  | 55           | 32.499            | 35.599                |
| 4/30/2010  | 26           | 73.312            | 76.872                | 10/30/2012 | 56           | 30.919            | 34.003                |
| 5/30/2010  | 27           | 71.967            | 75.511                | 11/30/2012 | 57           | 29.332            | 32.398                |
| 6/30/2010  | 28           | 70.613            | 74.140                | 12/30/2012 | 58           | 27.733            | 30.783                |
| 7/30/2010  | 29           | 69.250            | 72.760                | 1/30/2013  | 59           | 26.125            | 29.158                |
| 8/30/2010  | 30           | 67.877            | 71.371                | 2/28/2013  | 60           | 24.508            | 27.526                |

\* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

#### G. Modifications and Additions for This Schedule Only

For purposes of this Schedule only, the Agreement is amended as follows:

1. Section 11(a) is replaced with the following:

(a) Lessee shall be in default under this Agreement and under any Lease upon the occurrence of any of the following (each an **"Event of Default"**, and collectively, the **"Events of Default"**):

(i) Lessee fails to pay within ten (10) days after its due date, any Rent or any other amount due under this Agreement or any Lease;

(ii) Lessee breaches any of its insurance obligations under this Agreement or any other Document (as defined in Section 16 hereof);

(iii) Lessee breaches any of its other obligations under any Lease (other than those described in Section 11(a)(i) and (ii) above), and fails to cure that breach within thirty (30) days after written notice from Lessor;

(iv) any representation, warranty or covenant made by Lessee or ON Semiconductor Corporation (the "Guarantor") in connection with this Agreement or under any Lease or guaranty shall be false or misleading in any material respect;

(v) any Equipment is illegally used;

(vi) Lessee or Guarantor becomes insolvent or ceases to do business as a going concern;

(vii) Guarantor revokes or attempts to revoke its obligations under its guaranty or any related document to which it is a party, or fails to observe or perform any covenant, condition or agreement to be performed under such guaranty or other related document to which it is a party;

(viii) a receiver is appointed for all or of any part of the property of Lessee, or Lessee or Guarantor makes any assignment for the benefit of its creditors;

(ix) Lessee or Guarantor files a petition under any bankruptcy, insolvency or similar law, or in the event an involuntary petition is filed against Lessee or Guarantor under any bankruptcy or insolvency laws and in the event of an involuntary petition, such petition is not dismissed within sixty (60) days of the filing date;

(x) Lessee and/or any Guarantor breaches or is in default under any agreement, in an original principal amount greater than \$5,000,000, by and between Lessor on the one hand, and Lessee and/or Guarantor (or any of their respective parent or affiliates) on the other hand; provided however that any such default under this Section 11(a)(x) is not solely related to a material adverse change in Lessee's financial condition;

(xi) There is any dissolution or termination of existence of Lessee or any Guarantor.

(xii) there is any merger, consolidation, or change in controlling ownership (such event and the transactions undertaken in connection with the event, e.g., a financing to accomplish a merger or consolidation, referred to as an "Event") of Lessee or Guarantor wherein the long-term bank loan debt rating (or, if such rating is not then available, it's nearest equivalent, in either event, the "Credit Rating") of Lessee, Guarantor, or the surviving corporation, company, or other such business entity (Lessee, Guarantor or such surviving entity referred to as the "Surviving Company") issued by Moody's Investors Service (such entity and its successors, or, in the event such entity is no longer rating the Surviving Company's debt, any other nationally recognized rating agency which is then rating the Surviving Company's debt, collectively referred to herein as "Moody's") immediately after and as a direct result of the Event (and not for other developments or unrelated actions following the Event) falls below the lowest "B" rating (or its nearest equivalent if the rating system is hereafter modified, revised, or replaced, referred to herein as the "Minimum Rating") by Moody's (currently defined as "B3"); provided, however, that, in the event the Credit Rating of the Surviving Company falls below the Minimum Rating as a direct result of the Event (for purposes of this subsection (xii) the occurrence of the Event (the "Event Date") shall be deemed to be the later of (a) the date upon which the Event occurs, or (b) the issuance by Moody's of the Credit Rating), an Event of Default shall not have occurred if (a) Lessee or Guarantor, whichever is applicable, provides Lessor, on or within 10 days after the Event Date, written notice to the effect that, if an Event occurs, it will satisfy the letter of credit provisions of clause (b) of this proviso, and (b) as soon as reasonably practicable, but in any event within 30 days of the Event Date, Lessee or Guarantor, whichever is applicable, shall cause to be delivered to Lessor an irrevocable standby letter of credit (the "Letter of Credit") in the



amount of \$7,000,000, which Letter of Credit shall be in form and substance reasonably acceptable to Lessor and issued by a bank rated at least "A2" by Moody's; provided, further, that, if, after the Letter of Credit has been issued, the Credit Rating of the Surviving Company shall be increased to the Minimum Rating or higher, Lessor shall promptly (in any event, with 15 days) return the Letter of Credit to Lessee or Guarantor, whichever is applicable, for cancellation;

(xiii) Lessee or any Guarantor sells or leases all, or substantially all, of its assets;

(xiv) there is a material adverse change in Lessee's or Guarantor's financial condition;

(xv) Lessee defaults under any contract or obligation requiring the payment of money in an original principal amount greater than \$5,000,000;

or

(xvi) an event of default occurs under Guarantor's guaranty.

The default declaration shall apply to all Schedules unless specifically excepted by Lessor.

2. In Section 11(b)(ix), replace "Lessee (or any of their respective affiliates or parent entities)" with "Lessee and/or Guarantor (or any of their respective affiliates or parent entities)".

3. In Section 14(a), second paragraph, replace subsection (iv) with the following: "(iv) any actions brought against any Indemnitee that arise out of Lessee's or any Guarantor's actions or omissions (or actions or omissions of Lessee's or Guarantor's agents);"

#### 4. ACCEPTANCE

Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that (i) all Equipment listed above is installed; (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, Supplier or the manufacturer; and (iii) Lessee accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct in all material respects on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

#### 5. EQUIPMENT SPECIFIC PROVISIONS

Each reference contained in this Agreement to:

(a) "Adverse Environmental Condition" shall refer to, so long as the Equipment is in the control of Lessee, (i) the existence or the continuation of the existence, of an Environmental Emission (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Emission), of, or exposure to, any substance, chemical, material, pollutant, Contaminant, odor or audible noise or other release or emission in, into or onto the environment (including, without limitation, the air, ground, water or any surface) at, in, by, from or related to any Equipment, (ii) the environmental aspect of the transportation, storage, treatment or disposal of materials in connection with the operation of any Equipment or (iii) the violation, or alleged violation of any statutes, ordinances, orders, rules regulations, permits or licenses of, by or from any governmental authority, agency or court relating to Environmental Law connected with any Equipment.

(b) "Affiliate" shall refer, with respect to any given Person, to any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

(c) "Contaminant" shall refer to those substances that are regulated by or form the basis of liability under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs"), and radioactive substances, or other material or substance that has in the past or could in the future constitute a health, safety or environmental hazard to any Person, property or natural resources.

(d) "Environmental Claim" shall refer to any accusation, allegation, notice of violation, claim, demand, abatement or other order on direction (conditional or otherwise) by any governmental authority or any Person for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to the environment or other adverse effects on the environment, or for fines, penalties or restrictions, resulting from or based upon any Adverse Environmental Condition.

(e) "Environmental Emission" shall refer to any actual or threatened release, spill, emission, leaking, pumping, injection, deposit,

disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, or into or out of any of the Equipment, including, without limitation, the movement of any Contaminant or other substance through or in the air, soil, surface water, groundwater or property.

(f) "Environmental Law" shall mean any federal, foreign, state or local law, rule or regulation pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. Section 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 1361 et seq.), and the Occupational Safety and Health Act (19 U.S.C. Section 651 et seq.), as these laws have been amended or supplemented, and any analogous foreign, federal, state or local statutes, and the regulations promulgated pursuant thereto.

(g) "Environmental Loss" shall mean any loss, cost, damage, liability, deficiency, fine, penalty or expense (including, without limitation, reasonable attorneys' fees, engineering and other professional or expert fees), investigation, removal, cleanup and remedial costs (voluntarily or involuntarily incurred) arising out of or related to any Environmental Claim.

(h) "Person" shall include any individual, partnership, corporation, trust, unincorporated organization, government or department or agency thereof and any other entity.

Lessee shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Lessor and its Affiliates, successors and assigns, directors, officers, employees and agents from and against any Environmental Claim or Environmental Loss.

The provisions of this Schedule shall survive any expiration or termination of the Lease and shall be enforceable by Lessor, its successors and assigns.

## 6. EARLY PURCHASE OPTION

(a) Provided that the Lease has not been earlier terminated and provided further that Lessee is not in default under the Lease or any other agreement between Lessor and Lessee, Lessee may, UPON AT LEAST THIRTY (30) DAYS BUT NO MORE THAN ONE HUNDRED EIGHTY (180) DAYS PRIOR WRITTEN NOTICE TO LESSOR OF LESSEE'S IRREVOCABLE ELECTION TO EXERCISE SUCH OPTION, purchase on an AS IS BASIS all (but not less than all) of the Equipment listed and described in this Schedule on the Rent Payment Date (the "Early Purchase Date") which is **Forty-Two (42)** months from the Basic Term Commencement Date for a price equal to **\$10,585,482.10** (the "FMV Early Option Price"), plus all applicable sales taxes.

Lessor and Lessee agree that the FMV Early Option Price is a reasonable prediction of the Fair Market Value (as such term is defined in the END OF LEASE PURCHASE OPTION Section subsection (b) of the Lease hereof) of the Equipment at the time the option is exercisable. Lessor and Lessee agree that if Lessee makes any non-severable improvement to the Equipment which increases the value of the Equipment and is not required or permitted by the MAINTENANCE Section of the RETURN OF EQUIPMENT Section of the Lease prior to lease expiration, then at the time such option being exercised, Lessor and Lessee shall increase the purchase price to reflect any addition to the price anticipated to result from such improvement. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option".)

(b) If Lessee exercises its Early Purchase Option with respect to the Equipment leased hereunder, then on the Early Purchase Option Date, Lessee shall pay to Lessor any Rent and other sums due and unpaid on the Early Purchase Option Date and Lessee shall pay the FMV Early Option Price, plus all applicable sales taxes, to Lessor in cash.

Except as expressly modified hereby, all terms and provision of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

**(Signature Page Follows)**

**IN WITNESS WHEREOF**, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

**LESSOR:**  
**General Electric Capital Corporation**

By: /s/ James C. Shelly  
Name: **James C. Shelly**  
Title: **SVP & CRO**

**LESSEE:**  
**Semiconductor Components Industries, LLC**

By: /s/ Keith D. Jackson  
Name: **Keith D. Jackson**  
Title: **President and Chief Executive Officer**



## CORPORATE GUARANTY

Date: **March 11, 2008**

General Electric Capital Corporation  
4225 Executive Square, Suite 800  
La Jolla, CA 92037

To induce you, but not bind you, to enter into Schedule Nos. 002 and 003, each dated on or about March 11, 2008, to that certain Lease Agreement dated as of November 7, 2006 (the "2006 Lease") between you and Semiconductor Components Industries, LLC, a Delaware limited liability company ("Customer"), which is a wholly owned subsidiary of the undersigned, (Schedule Nos. 002 and 003, together with the 2006 Lease only insofar as it relates to Schedule Nos. 002 and 003, and any other documents relating to Schedule Nos. 002 and 003 are hereinafter referred to collectively as the "Account Documents" and each an "Account Document") the undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby guarantee to you, your successors and permitted assigns, the due regular and punctual payment of any sum or sums of money which the Customer may owe to you now or at any time hereafter pursuant to the Account Documents, whether it represents principal, interest, rent, late charges, indemnities, an original balance, an accelerated balance, liquidated damages, a balance reduced by partial payment, a deficiency after sale or other disposition of any leased equipment, collateral or security, or any other type of sum of any kind whatsoever that the Customer may owe to you now or at any time hereafter pursuant to the Account Documents, and does hereby further guarantee to you, your successors and permitted assigns, the due, regular and punctual performance of any other duty or obligation of any kind or character whatsoever that the Customer may owe to you now or at any time hereafter pursuant to the Account Documents (all such payment and performance obligations being collectively referred to as "Obligations"). For the avoidance of doubt, this Guaranty in no way relates to Customer's obligations under that certain Schedule No. 001 dated as of November 7, 2006 to the 2006 Lease, and to the extent that Customer makes any payment under the 2006 Lease, such payment shall be presumed to be in respect of the Account Documents, absent evidence to the contrary. Undersigned does hereby further guarantee to pay upon demand all losses, costs, attorneys' fees and expenses which may be suffered by you by reason of Customer's default under the Account Documents or default of the undersigned under this Guaranty. As used in this Guaranty, "you" shall mean General Electric Capital Corporation and all its subsidiaries.

**Notwithstanding anything to the contrary contained herein, the maximum liability of the undersigned pursuant to this Guaranty shall be an amount equal to the sum of (i) the aggregate amount of Rent (as such term is defined in the Account Documents) that is past due and unpaid under the Account Documents as of the date you demand payment from the undersigned pursuant to this Guaranty, (ii) the aggregate Stipulated Loss Value (as such term is defined in the Account Documents) of all units of Equipment leased pursuant to the Account Documents calculated as of the date you demand payment from the undersigned pursuant to this Guaranty, plus (iii) all reasonable attorneys' fees and expenses incurred by you by reason of the undersigned's breach of its obligations under this Guaranty.**

This Guaranty is a guaranty of prompt payment and performance (and not merely a guaranty of collection). Nothing herein shall require you to first seek or exhaust any remedy against the Customer, its successors and assigns, or any other person obligated with respect to the Obligations, or to first foreclose, exhaust or otherwise proceed against any leased equipment, collateral or security which may be given in connection with the Obligations. It is agreed that you may, upon any breach or default of the Customer, or at any time thereafter, make demand upon the undersigned and receive payment and performance of the Obligations, with or without notice or demand for payment or performance by the Customer, its successors or assigns, or any other person. Suit may be brought and maintained against the undersigned, at your election, without joinder of the Customer or any other person as parties thereto. To the extent that there is more than one signatory to this Guaranty, the obligations of each such signatory to the Guaranty, and each other guarantor (if any) of the Obligations, shall be joint and several.

The undersigned agrees that its obligations under this Guaranty shall be primary, absolute, continuing and unconditional, irrespective of and unaffected by any of the following actions or circumstances (regardless of any notice to or consent of the undersigned): (a) the genuineness, validity, regularity and enforceability of the Account Documents or any other document; (b) any extension, renewal, amendment, change, waiver or other modification of the Account Documents or any other document; (c) the absence of, or delay in, any action to enforce the Account Documents, this Guaranty or any other document; (d) your failure or delay in obtaining any other guaranty of the Obligations (including, without limitation, your failure to obtain the signature of any other guarantor hereunder); (e) the release of, extension of time for payment or performance

by, or any other indulgence granted to the Customer or any other person with respect to the Obligations by operation of law or otherwise; (f) the existence, value, condition, loss, subordination or release (with or without substitution) of, or failure to have title to or perfect and maintain a security interest in, or the time, place and manner of any sale or other disposition of any leased equipment, collateral or security given in connection with the Obligations, or any other impairment (whether intentional or negligent, by operation of law or otherwise) of the rights of the undersigned; (g) the Customer's voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or similar proceedings affecting the Customer or any of its assets; or (h) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Notwithstanding the foregoing, the undersigned expressly reserves the right to assert as a defense Lessee's payment or performance of the Obligations.

This Guaranty, the Account Documents and the Obligations may be assigned by you, without the consent of the Undersigned, provided such assignment is effected pursuant to the terms of the Account Documents. The Undersigned agrees that if it receives written notice of an assignment from you, the Undersigned will pay all amounts due hereunder to such assignee or as instructed by you. The Undersigned also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee. The Undersigned hereby waives and agrees not to assert against any such assignee any of the defenses set forth in the immediate preceding paragraph.

This Guaranty may be terminated upon delivery to you (at your address shown above) of a written termination notice from the undersigned. However, as to all Obligations (whether matured, unmatured, absolute, contingent or otherwise) incurred by the Customer prior to your receipt of such written termination notice (and regardless of any subsequent amendment, extension or other modification which may be made with respect to such Obligations), this Guaranty shall nevertheless continue and remain undischarged until all such Obligations are indefeasibly paid and performed in full.

The undersigned agrees that this Guaranty shall remain in full force and effect or be reinstated (as the case may be) if at any time payment or performance of any of the Obligations (or any part thereof) is rescinded, reduced or must otherwise be restored or returned by you, all as though such payment or performance had not been made. If, by reason of any bankruptcy, insolvency or similar laws effecting the rights of creditors, you shall be prohibited from exercising any of your rights or remedies against the Customer or any other person or against any property, then, as between you and the undersigned, such prohibition shall be of no force and effect, and you shall have the right to make demand upon, and receive payment from, the undersigned of all amounts and other sums that would be due to you upon a default with respect to the Obligations.

Notice of acceptance of this Guaranty and of any default by the Customer or any other person is hereby waived. Presentment, protest demand, and notice of protest, demand and dishonor of any of the Obligations, and the exercise of possessory, collection or other remedies for the Obligations, are hereby waived. The undersigned warrants that it has adequate means to obtain from the Customer on a continuing basis financial data and other information regarding the Customer and is not relying upon you to provide any such data or other information. Without limiting the foregoing, notice of adverse change in the Customer's financial condition or of any other fact which might materially increase the risk of the undersigned is also waived. All settlements, compromises, accounts stated and agreed balances made in good faith between the Customer, its successors or assigns, and you shall be binding upon and shall not affect the liability of the undersigned.

Payment of all amounts now or hereafter owed to the undersigned by the Customer for any of the Obligations is hereby subordinated in right of payment to the indefeasible payment in full to you of all Obligations and is hereby assigned to you as a security therefor. The undersigned hereby irrevocably and unconditionally waives and relinquishes all statutory, contractual, common law, equitable and all other claims against the Customer for any of the Obligations, any collateral therefor, or any other assets of the Customer, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid or payable to you by the undersigned hereunder, and the undersigned hereby further irrevocably and unconditionally waives and relinquishes any and all other benefits which it might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by, or collected or due from, it, the Customer for any of the Obligations, or realized from any of their respective assets.

THE UNDERSIGNED HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN US RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN US. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS

TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, OR ANY RELATED DOCUMENTS. IN THE EVENT OF LITIGATION, THIS GUARANTY MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

As used in this Guaranty, the word “person” shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or any government or any political subdivision thereof.

This Guaranty is intended by the parties as a final expression of the guaranty of the undersigned and is also intended as a complete and exclusive statement of the terms thereof. No course of dealing, course of performance or trade usage, nor any paid evidence of any kind, shall be used to supplement or modify any of the terms hereof. Nor are there any conditions to the full effectiveness of this Guaranty. This Guaranty and each of its provisions may only be waived, modified, varied, released, terminated or surrendered, in whole or in part, by a duly authorized written instrument signed by you. No failure by you to exercise your rights hereunder shall give rise to any estoppel against you, or excuse the undersigned from performing hereunder. Your waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder.

This Guaranty shall be governed by, or construed in accordance with, the laws of the State of Connecticut. This Guaranty shall bind the undersigned’s successors and assigns and the benefits thereof shall extend to and include your successors and permitted assigns. Except to the extent provided under the 2006 Lease or made available on the Securities and Exchange Commission’s EDGAR website, (a) the undersigned will deliver to you its complete financial statements, certified by a recognized firm of certified public accountants, within ninety (90) days of the close of each fiscal year of the undersigned; (b) if you request, the undersigned will deliver to you copies of its quarterly financial reports certified by its chief financial officer, within ninety (90) days after the close of each fiscal quarter of the undersigned and copies of its most current tax returns; and (c) undersigned will deliver to you copies of all Forms 10-K and 10-Q, if any, within 30 days after the dates on which they are filed with the Securities and Exchange Commission. In addition, in the event of default hereunder, you may at any time inspect undersigned’s records upon reasonable advance notice. The undersigned represents, warrants and covenants that all financial statements made available or delivered to you in connection with this Guaranty have been (and will be) prepared in accordance with generally accepted accounting principles, and since the date of the most recent financial statements or other financial information delivered to you, there has been no material adverse change in the undersigned’s financial condition.

It shall be an event of default under this Guaranty if the undersigned is not in compliance with the “Secured Leverage Ratio” covenant included in the undersigned’s Principal Credit Agreement (as such term and related terms are defined herein); provided that there shall be no default under this Guaranty to the extent that such noncompliance is waived or subject of a forbearance under the terms of the Principal Credit Agreement and you are paid a proportionate share of any fee or other compensation paid by or on behalf of the undersigned in connection with or consideration of such waiver or forbearance. For purposes of this provision, “Principal Credit Agreement” shall mean that certain Amended and Restated Credit Agreement dated as of March 6, 2007, between the undersigned, Customer, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, as such agreement may be amended or modified from time to time or, if terminated, replaced by any subsequent principal credit agreement that the undersigned files as an exhibit to any current or periodic report filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

The undersigned hereby represents and warrants to you as of the date hereof that (i) the undersigned’s execution, delivery and performance hereof does not and will not violate any judgment, order or law applicable to the undersigned, or constitute a breach of or default under any indenture, mortgage, deed of trust, or other agreement entered into by the undersigned with the undersigned’s creditors or any other party; (ii) no approval, consent or withholding of objections is required from any governmental authority or any other entity with respect to the execution, delivery and performance by the undersigned of this Guaranty; (iii) this Guaranty constitutes a valid, legal and binding obligation of the undersigned, enforceable in accordance with its terms, subject to general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors’ rights generally; (iv) there are no proceedings presently pending or threatened against the undersigned which will impair its ability to perform under this Guaranty; (v) since the date of the undersigned’s most recent financial statement, there has been no material adverse change in the financial condition of the undersigned; and (vi) the undersigned is and will remain in full compliance with all laws and regulations applicable to it including, without limitation, it neither is nor shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders.

If any provisions of this Guaranty are in conflict with any applicable statute, rule or law, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating any other provisions hereof.

THE UNDERSIGNED IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT TO HEAR AND DETERMINE ANY SUIT, ACTION OR PROCEEDING AND TO SETTLE ANY DISPUTES, WHICH MAY ARISE OUT OF OR IN CONNECTION HEREWITH AND WITH THE ACCOUNT DOCUMENTS (COLLECTIVELY, THE "PROCEEDINGS"), AND THE UNDERSIGNED FURTHER IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REMOVE ANY SUCH PROCEEDINGS FROM ANY SUCH COURT (EVEN IF REMOVAL IS SOUGHT TO ANOTHER OF THE ABOVE-NAMED COURTS). THE UNDERSIGNED IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MIGHT NOW OR HEREAFTER HAVE TO THE ABOVE-NAMED COURTS BEING NOMINATED AS THE EXCLUSIVE FORUM TO HEAR AND DETERMINE ANY SUCH PROCEEDINGS AND AGREES NOT TO CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON WHATSOEVER, THAT IT OR ITS PROPERTY IS IMMUNE FROM LEGAL PROCESS FOR ANY REASON WHATSOEVER, THAT ANY SUCH COURT IS NOT A CONVENIENT OR APPROPRIATE FORUM IN EACH CASE WHETHER ON THE GROUNDS OF VENUE OR FORUM NON-CONVENIENS OR OTHERWISE. THE UNDERSIGNED ACKNOWLEDGES THAT BRINGING ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY COURT OTHER THAN THE COURTS SET FORTH ABOVE WILL CAUSE IRREPARABLE HARM TO YOU WHICH COULD NOT ADEQUATELY BE COMPENSATED BY MONETARY DAMAGES, AND, AS SUCH, THE UNDERSIGNED AGREES THAT, IN ADDITION TO ANY OF THE REMEDIES TO WHICH YOU MAY BE ENTITLED AT LAW OR IN EQUITY, YOU WILL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS (WITHOUT THE POSTING OF ANY BOND AND WITHOUT PROOF OF ACTUAL DAMAGES) TO ENJOIN THE PROSECUTION OF ANY SUCH PROCEEDINGS IN ANY OTHER COURT. Notwithstanding the foregoing, you and the undersigned shall have the right to apply to a court of competent jurisdiction in the United States of America or abroad for equitable relief as is necessary to preserve, protect and enforce its respective rights under this Guaranty and the Account Documents, including, but not limited to orders of attachment or injunction necessary to maintain the status quo pending litigation or to enforce judgments against the undersigned, the Customer or the collateral pledged to you pursuant to any Account Document or to gain possession of such collateral.

Each signatory on behalf of a corporate guarantor warrants that he had authority to sign on behalf of such corporation and by so signing, to bind said guarantor corporation hereunder.

**IN WITNESS WHEREOF**, this Guaranty is executed the day and year above written.

**ON Semiconductor Corporation,**  
A Delaware corporation

/s/ Keith D. Jackson  
(Signature) Keith D. Jackson

Title: **President and Chief Executive Officer**  
(Officer's Title)

Federal Tax ID: 36-3840979

Assistant Secretary of ON Semiconductor Corporation

ATTEST: /s/ Judith A. Boyle

Accepted as of this 11th day of March, 2008:

**General Electric Capital Corporation**

/s/ James C. Shelly  
(Signature) James C. Shelly

Title: **SVP & CRO**  
(Officer's Title)





**ON Semiconductor Corporation Completes Merger of AMIS  
Holdings, Inc.**

*The stock-for-stock transaction has an estimated equity value of \$613 million*

- Acquisition enhances ON Semiconductor's analog and power leadership
- Combined company has cumulative last twelve months revenues of approximately \$2.2 billion and EBITDA of more than \$500 million
- Transaction expected to result in significant cost savings and improved free cash flow

**PHOENIX, Ariz. – Mar. 17, 2008** – ON Semiconductor Corporation (NASDAQ: ONNN) announced today that it has completed its acquisition of AMIS Holdings, Inc. (NASDAQ: AMIS) in a stock-for-stock merger. Under the terms of the merger agreement, holders of AMIS will generally receive 1.15 shares of ON Semiconductor common stock for each share of AMIS common stock they own as of the close of business today. ON Semiconductor will issue a total of approximately 103 million shares of common stock on a fully diluted basis to complete the transaction. Former AMIS stockholders now own approximately 26 percent of ON Semiconductor. At closing, ON Semiconductor repaid AMIS's senior bank facility with cash on hand from both companies.

"The merger represents an important step in the transformation of ON Semiconductor," said Keith Jackson, ON Semiconductor president and chief executive officer. "ON Semiconductor is now solidly positioned as a global leader of efficient power and analog solutions. The acquisition brings together ON Semiconductor's leading standard products, operational excellence and manufacturing infrastructure with AMIS's substantial custom product portfolio enabling us to more comprehensively address our customers' needs. Furthermore, we expect to achieve significant operating and manufacturing cost savings. Starting this week, the company will begin executing the planned operational integration of the two companies to ensure a smooth transition and create immediate value for our customers, partners and investors."

"Our merger with ON Semiconductor is a great opportunity for our customers, employees, stockholders and their future," said Christine King, AMIS's former chief executive officer and president. "I am also looking forward to joining the ON Semiconductor board of directors effective today."

Additional details regarding the acquisition will be made available during a conference call to discuss ON Semiconductor's first quarter 2008 results. The call is currently scheduled for May 7, 2008. During this call, the company also intends to discuss the gross margin and net income per share effects associated with the purchase accounting rules. Specifically, the company will outline the amortization of intangibles, in-process

- more -

research and development charges, write-up of inventories and other non-cash transaction-related impacts to our financial statements. These purchase accounting rules should have no impact to the ongoing free cash flow of ON Semiconductor but will affect U.S. GAAP gross margins and net income per share for a period of time.

#### **About ON Semiconductor**

With its global logistics network and strong product portfolio, ON Semiconductor (NASDAQ: ONNN) is a preferred supplier of efficient power solutions to customers in the power supply, automotive, communication, computer, consumer, medical, industrial, mobile phone, and military/aerospace markets. The company's broad portfolio includes power, analog, DSP, mixed-signal, advance logic, clock management and standard component devices. Global corporate headquarters are located in Phoenix, Arizona. The company operates a network of manufacturing facilities, sales offices and design centers in key markets throughout North America, Europe, and the Asia Pacific regions. For more information, visit <http://www.onsemi.com>.

# # #

*ON Semiconductor and the ON Semiconductor logo are registered trademarks of Semiconductor Components Industries, LLC. All other brand and product names appearing in this document are registered trademarks or trademarks of their respective holders. Although the company references its website in this news release, information on the website is not to be incorporated herein.*

This news release includes "forward-looking statements" as that term is defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are statements that could be deemed forward-looking statements and are often characterized by the use of words such as "believes," "expects," "estimates," "projects," "may," "will," "intends," "plans," or "anticipates," or by discussions of strategy, plans or intentions. These forward-looking statements include, but are not limited to, statements related to the benefits of the proposed transaction between ON Semiconductor Corporation ("ON") and AMIS Holdings, Inc. ("AMIS") and the future financial performance of ON. These forward-looking statements are based on information available to ON and AMIS as of the date of this release and current expectations, forecasts and assumptions and involve a number of risks and uncertainties that could cause actual results to differ materially from those anticipated by these forward-looking statements. Such risks and uncertainties include a variety of factors, some of which are beyond ON's or AMIS's control. In particular, such risks and uncertainties include difficulties encountered in integrating merged businesses; the variable demand and the aggressive pricing environment for semiconductor products; dependence on each company's ability to successfully manufacture in increasing volumes on a cost-effective basis and with acceptable quality its current products; the adverse impact of competitive product announcements; revenues and operating performance, changes in overall economic conditions, the cyclical nature of the semiconductor industry, changes in demand for our products, changes in inventories at customers and distributors, technological and product development risks, availability of raw materials, competitors' actions, pricing and gross margin pressures, loss of key customers, order cancellations or reduced bookings, changes in manufacturing yields, control of costs and expenses, significant litigation, risks associated with acquisitions and dispositions, risks associated with leverage and restrictive covenants in debt agreements, risks associated with international operations, the threat or occurrence of international armed conflict and terrorist activities both in the United States and internationally, risks and costs associated with increased and new regulation of corporate governance and disclosure standards (including pursuant to Section 404 of the Sarbanes-Oxley Act of 2002), and risks involving environmental or other governmental regulation. Information concerning additional factors that could cause results to differ materially from those projected in the forward-looking statements is contained in ON's Annual Report on Form 10-K as filed with the Securities and Exchange Commission (the "SEC") on February 12, 2008, Quarterly Reports on Form 10-Q Current Reports on Form 8-K and other of ON's SEC filings, and AMIS's Annual Report on Form 10-K as filed with the SEC on February 26, 2008, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other of AMIS's SEC filings. These forward-looking statements

should not be relied upon as representing ON's or AMIS's views as of any subsequent date and neither undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made.

**Investor Relations Contact:**

Ken Rizvi  
ON Semiconductor  
Corporate Development & Investor Relations  
(602) 244-3437  
[ken.rizvi@onsemi.com](mailto:ken.rizvi@onsemi.com)

Wade Olsen  
AMI Semiconductor  
Investor Relations  
(208) 234-6045  
[wade\\_olsen@amis.com](mailto:wade_olsen@amis.com)

**Media Relations Contact:**

Anne Spitza  
ON Semiconductor  
Media Relations  
(602) 244-6398  
[anne.spitza@onsemi.com](mailto:anne.spitza@onsemi.com)

Tamera Drake  
AMI Semiconductor  
Media Relations  
(208) 234-6890  
[tamera\\_drake@amis.com](mailto:tamera_drake@amis.com)