
**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): September 13, 2018

CYPRESS SEMICONDUCTOR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-10079
(Commission
File Number)

94-2885898
(I.R.S. Employer
Identification No.)

198 Champion Court
San Jose, California 95134
(Address of principal executive offices and zip code)

(408) 943-2600
(Registrant's telephone number, including area code)
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01**Entry Into a Material Definitive Agreement.**

On September 13, 2018, Cypress Semiconductor Corporation (the “**Company**”) entered into Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement, dated as of September 13, 2018, by and among the Company, the subsidiaries of the Company party thereto as Guarantors, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent (the “**Amendment**”). The Amendment amends the Amended and Restated Credit and Guaranty Agreement, dated as of March 12, 2015, by and among the Company, the subsidiaries of the Company party thereto as Guarantors, the lenders party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent and as collateral agent, and Morgan Stanley Bank, N.A., as issuing bank (as amended, modified or supplemented, the “**Credit Agreement**”). The Credit Agreement provides for \$540.0 million in revolving commitments (the “**Revolving Loans**”) and term loans in the aggregate original principal amount of \$542.25 million (the “**2016 Term Loans**”).

The Amendment amends the Credit Agreement to, among other things, reduce the applicable margin for the 2016 Term Loans. After giving effect to the Amendment, the 2016 Term Loans will bear interest, at the option of the Company, at the base rate plus an applicable margin of 1.00% or the Eurodollar rate plus an applicable margin of 2.00%. In addition, the Amendment amended the Credit Agreement to waive any excess cash flow mandatory repayment of the 2016 Term Loans for fiscal 2018.

In connection with the Amendment, the Company repaid \$25.0 million aggregate principal amount of 2016 Term Loans. As a result, after giving effect to the Amendment, approximately \$478 million aggregate principal amount of 2016 Term Loans were outstanding.

Certain of the lenders and their affiliates have engaged in, and may in the future engage in, other commercial dealings in the ordinary course of business with the Company or its affiliates. They have received, or may in the future receive, customary fees and commissions for those transactions and any advisory services.

The foregoing description is qualified in its entirety by reference to the Amendment which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement, dated as of September 13, 2018, by and among Cypress Semiconductor Corporation, the guarantors party thereto, the lenders party thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent.

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.

Date: September 14, 2018

CYPRESS SEMICONDUCTOR CORPORATION

By: /s/ Thad Trent

Thad Trent

Chief Financial Officer and Executive Vice President, Finance &
Administration

AMENDMENT NO. 8 TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 8 TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT, dated as of September 13, 2018 (this "Agreement"), is made by and among (i) CYPRESS SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Borrower"), (ii) SPANSION INC., a Delaware corporation, SPANSION LLC, a Delaware limited liability company, SPANSION TECHNOLOGY LLC, a Delaware limited liability company, SPANSION INTERNATIONAL AM, INC., a Delaware corporation, and SPANSION INTERNATIONAL TRADING, INC. a Delaware corporation (collectively, the "Guarantors" and, together with the Borrower, collectively, the "Credit Parties"), (iii) the Lenders party hereto, and (iv) MORGAN STANLEY SENIOR FUNDING, INC. ("MSSF"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement referred to below unless the context otherwise requires).

PRELIMINARY STATEMENTS:

WHEREAS, the Borrower, the Credit Parties, MSSF, as Administrative Agent, swing line lender and collateral agent, Morgan Stanley Bank, N.A., as issuing bank, and the Lenders party thereto from time to time have heretofore entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of March 12, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the Borrower has engaged (a) MSSF (the "Amendment No. 8 Lead Arranger") as sole lead arranger and (b) MSSF, Barclays Bank PLC, Fifth Third Bank and SunTrust Robinson Humphrey, Inc. as joint bookrunners, in each case, in respect of this Agreement;

WHEREAS, pursuant to the terms of the Existing Credit Agreement, the Borrower incurred (a) incremental term loans in an original, aggregate principal amount equal to \$450 million on July 5, 2016 (the "Original 2016 Incremental Term Loans") pursuant to that certain Joinder Agreement, dated as of July 5, 2016 (the "Original 2016 Incremental Joinder Agreement"), by and among, *inter alios*, the Borrower, the Guarantors party thereto, the institutions party thereto from time to time (together with any successors and assigns, the "Original 2016 Incremental Lenders") and the Administrative Agent and (b) incremental term loans in an original, aggregate principal amount equal to \$92.25 million on August 18, 2017 (the "Additional 2016 Incremental Term Loans" and, together with the Original 2016 Incremental Term Loans, the "2016 Incremental Term Loans") pursuant to that certain Joinder Agreement and Amendment No. 6 to Amended and Restated Credit and Guaranty Agreement, dated as of August 18, 2017 (the "Additional 2016 Incremental Joinder Agreement"), by and among, *inter alios*, the Borrower, the Guarantors party thereto, MSSF as the Initial Additional 2016 Incremental Term Lender (together with any successors and assigns, the "Additional 2016 Incremental Lenders" and, together with the Original 2016 Incremental Lenders, the "2016 Incremental Lenders") and the Administrative Agent;

WHEREAS, the Borrower has requested that the Requisite Lenders (and in the case of any changes requiring the consent of the Requisite 2016 Incremental Term Lenders, the Requisite 2016 Incremental Term Lenders) consent to certain amendments to the Existing Credit Agreement (the Existing Credit Agreement as so amended hereby, the "Credit Agreement"); and

WHEREAS, certain Lenders (which together constitute the Requisite Lenders and the Requisite 2016 Incremental Term Lenders) are willing, on the terms and subject to the conditions set forth below, to consent to such amendments to the Existing Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained,

the Credit Parties and the Requisite Lenders (and in the case of any changes requiring the consent of the Requisite 2016 Incremental Term Lenders, the Requisite 2016 Incremental Term Lenders), hereby agree as follows:

AGREEMENT:

Section 1. Amendments to the Credit Documents. Subject to the satisfaction (or waiver) of the conditions set forth in Section 3, the Existing Credit Agreement is amended as follows:

(a) Additional Definition. Section 1.01 of the Existing Credit Agreement is hereby amended to add the following definition in proper alphabetical order:

“**Amendment No. 8 Effective Date**” means the “Amendment No. 8 Effective Date” as defined in Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement, dated as of September 13, 2018, among the Borrower, the other Credit Parties party thereto, the Lenders party thereto and the Administrative Agent.”

(b) 2016 Term Loan Applicable Margin. Section 2 of the 2016 Incremental Joinder Agreement shall be replaced in its entirety by the following:

Applicable Margin. Interest on the Incremental Term Loan shall bear interest, at the option of the Borrower, at the Base Rate plus the Applicable Margin or the Adjusted Eurodollar Rate plus the Applicable Margin. The Applicable Margin for the Incremental Term Loan shall mean, as of any date of determination, (i) with respect to any Incremental Term Loan that is a Eurodollar Rate Loan, 2.00% per annum and (ii) with respect to any Incremental Term Loan that is a Base Rate Loan, 1.00% per annum.

(c) 2016 Incremental Term Loan Repayment Premium. Section 10(b) of the 2016 Incremental Joinder Agreement shall be replaced in its entirety by the following:

Repayment Premium. In the event that all or any portion of the Incremental Term Loan is (i) repaid, prepaid, refinanced or replaced or (ii) repriced or effectively refinanced through any waiver, consent or amendment (in each case, in connection with any repayment, prepayment, refinancing, replacement, waiver, consent or amendment to the Incremental Term Loan directed at, or the result of which would be, the lowering of the effective interest cost or the weighted average yield of the Incremental Term Loan or the incurrence of any debt financing having an effective interest cost or weighted average yield that is less than the effective interest cost or weighted average yield of the Incremental Term Loan (or portion thereof) so repaid, prepaid, refinanced, replaced or repriced (other than a refinancing of the Incremental Term Loan in connection with any transaction that would, if consummated, constitute a change of control) (a “**Repricing Transaction**”)) occurring on or prior to the date that is six months after the Amendment No. 8 Effective Date, such repayment, prepayment, refinancing, replacement or repricing will be made at 101.0% of the principal amount so repaid, prepaid, refinanced, replaced or repriced. If all or any portion of the Incremental Term Loan held by any Lender is repaid, prepaid, refinanced or replaced pursuant to Section 11.05(g) of the Credit Agreement as a result of, or in connection with, such Lender not agreeing or otherwise consenting to any waiver, consent or amendment referred to in clause (ii) above (or otherwise in connection with a Repricing Transaction), such repayment, prepayment, refinancing or replacement will be made at 101.0% of the principal amount so repaid, prepaid, refinanced or replaced.

(d) 2016 Incremental Term Loan Mandatory Prepayment. The proviso at the end of Section 10(c)(i) of the 2016 Incremental Joinder Agreement is amended and restated as follows:

“provided, further, that no payment pursuant to this Section 10(c)(i) shall be required to be made for the fiscal years ending December 31, 2017 or December 30, 2018.”

Section 2. Non-Consenting Lenders.

(a) If any existing Lender holding Term Loans declines or fails to consent to this Agreement (a “Non-Consenting Lender”) by returning an executed counterpart of this Agreement to the Administrative Agent prior to 10:00 a.m. (New York time) on August 10, 2018, then pursuant to and in compliance with the terms of Section 2.22(b) and 11.05(g) of the Existing Credit Agreement, such Lender may be replaced and the Term Loans held by it may be purchased and assumed by an assignee upon such assignee’s execution of this Agreement (which will also be deemed to be the execution of an Assignment Agreement, and the execution of this Agreement by the Administrative Agent and the Borrower shall be deemed to be the consent of the Administrative Agent and the Borrower (to the extent such consent is required under the Existing Credit Agreement) thereto) and payment by such assignee of the purchase price required by Section 2.22(b) of the Existing Credit Agreement.

(b) Notwithstanding anything to the contrary in the Existing Credit Agreement and for the avoidance of doubt, all Term Loans held by Non-Consenting Lenders that are assigned pursuant to this Agreement and for which accrued and unpaid interest has been paid pursuant to Section 2(a) shall accrue interest solely on and after the Amendment No. 8 Effective Date.

(c) Notwithstanding anything to the contrary in the Existing Credit Agreement or in this Agreement, the parties hereto hereby agree that the Borrower, at its option, may elect to prepay (on a non-pro rata basis) Term Loans held by Non-Consenting Lenders, in an aggregate amount of \$25,000,000, that are assigned to Morgan Stanley Bank, N.A. as Assignee hereunder in connection with Section 2(a) to the extent that, with respect to such Term Loans, commitments have not been received in the amount necessary to replace such Non-Consenting Lenders. The Borrower’s election to prepay the Term Loans held by Non-Consenting Lenders under this Section 2(c) shall be deemed an election to prepay under Section 2.13(a) of the Existing Credit Agreement and this Agreement shall constitute the written notice required thereunder. The execution of this Agreement by the parties hereto shall be deemed a waiver of the requirement to deliver written notice of prepayment under Section 2.13(a) of the Existing Credit Agreement (and any timing requirements in respect thereof) and, for the purpose of Section 2.15(a) of the Existing Credit Agreement, the Borrower’s prepayment of Term Loans held by Non-Consenting Lenders as referred to above shall be applied as set forth herein.

(d) Notwithstanding Section 10(a) of the Original 2016 Incremental Joinder Agreement or anything to the contrary in the Existing Credit Agreement or in this Agreement, by returning an executed counterpart of this Agreement to the Administrative Agent, each 2016 Incremental Term Loan Lender hereby approves the Borrower’s prepayment of the Term Loans held by Non-Consenting Lenders pursuant to Section 2(c) on a non-pro rata basis as contemplated hereby.

(e) For purposes hereof, the Administrative Agent and the Borrower agree that this Agreement shall constitute an Assignment Agreement for purposes of the Credit Agreement (including, without limitation, in respect of Section 2.22(b) thereof) and that the provisions set forth in Annex I (Standard Terms and Conditions for Assignment Agreement) of Exhibit E to the Existing Credit Agreement shall apply in regard to any assignments effected hereby.

(f) For the further avoidance of doubt, nothing herein shall be deemed to modify the definition of “Applicable Margin” for any day in the relevant period prior to the Amendment No. 8 Effective Date for purposes of calculating interest accrued prior to the Amendment No. 8 Effective Date.

(g) Each of the parties hereto acknowledges and agrees that the terms of this Agreement do not constitute a novation but, rather, an amendment of the terms of a pre-existing Indebtedness and related agreement, as evidenced by the Existing Credit Agreement.

Section 3. Conditions to Effectiveness. The amendments contained in Section 1 shall be effective on the date the Administrative Agent has confirmed the satisfaction or waiver of each of the conditions contained in this Section 3 (the “Amendment No. 8 Effective Date”).

(a) Execution of Counterparts. The Administrative Agent shall have received counterparts of this Agreement duly executed and delivered by (i) the Credit Parties, (ii) the Administrative Agent, (iii) the Requisite 2016 Incremental Term Lenders and (iv) the Lenders constituting the Requisite Lenders.

(b) Officer’s Closing Certificate. The Administrative Agent shall have received an officer’s certificate from the Borrower certifying that (i) no Default or Event of Default exists, or will result from the execution of this Agreement and the transactions contemplated hereby as of the date hereof and (ii) all representations and warranties contained in this Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date (provided that representations and warranties that are qualified by materiality shall be true and correct in all respects).

(c) Fees and Expenses. The Borrower shall have paid to the Administrative Agent all fees due to the Administrative Agent and/or the Amendment No. 8 Lead Arranger to be paid in connection with this Agreement and all expenses to be paid or reimbursed to the Administrative Agent and/or the Amendment No. 8 Lead Arranger that have been invoiced at least one Business Day prior to the Amendment No. 8 Effective Date.

(d) Know Your Client.

(i) The Administrative Agent shall have received, at least three Business Days prior to the Amendment No. 8 Effective Date, all documentation and other information with respect to the Borrower and the Guarantors requested by the Administrative Agent that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

(ii) At least five days prior to the Amendment No. 8 Effective Date, if the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, the Borrower shall have delivered a Beneficial Ownership Certification to each Lender who has requested a Beneficial Ownership Certification.

(e) Non-Consenting Lenders. The Borrower shall have paid to the Administrative Agent for the account of each Non-Consenting Lender all accrued and unpaid fees and interest with respect to such Lender, in each case, through the Amendment No. 8 Effective Date.

Section 4. Representations and Warranties. In order to induce the Requisite Lenders, the Requisite 2016 Incremental Term Lenders and the Administrative Agent to enter into this Agreement,

the Credit Parties hereby represent and warrant to the Agents, Issuing Bank and each Lender, as of the date hereof, as follows:

(a) this Agreement has been duly authorized, executed and delivered by each Credit Party and constitutes a legal, valid and binding obligation of each such Credit Party, enforceable against it in accordance with its terms, except to the extent the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(b) the execution, delivery and performance by the Credit Parties of this Agreement will not (i) violate any of the Organizational Documents of Borrower or any of its Restricted Subsidiaries, (ii) violate any provision of any law or any governmental rule or regulation applicable to Borrower or any of its Restricted Subsidiaries, (iii) violate any order, judgment or decree of any court or other agency of government binding on Borrower or any of its Restricted Subsidiaries; (iv) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of Borrower or any of its Restricted Subsidiaries; or (v) result in or require the creation or imposition of any Lien upon any of the properties or assets of Borrower or any of its Restricted Subsidiaries (other than any Liens created under any of the Credit Documents in favor of Collateral Agent, on behalf of the Secured Parties), except, in the case of each of clauses (ii) through (v) above, to the extent that such violation, conflict or Lien could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(c) each of the representations and warranties contained in Article 4 of the Credit Agreement and in the other Credit Documents is true and correct in all material respects as of the Amendment No. 8 Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true and correct in all material respects on and as of such earlier date (provided, that representations and warranties that are qualified by materiality shall be true and correct in all respects);

(d) no Default or Event of Default exists, or will result from the execution of this Agreement and the transactions contemplated hereby as of the Amendment No. 8 Effective Date; and

(e) as of the Amendment No. 8 Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects. For purposes of this First Amendment, "Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership required by the Beneficial Ownership Regulation (31 C.F.R. § 1010.230), which certification shall be in form and substance agreed to by the Borrower and the Administrative Agent.

Section 5. Non-Impairment and Reaffirmation.

(a) Non-Impairment, etc. After giving effect to this Agreement, neither the modification of the Existing Credit Agreement nor the execution, delivery, performance or effectiveness of this Agreement or any other Credit Document impairs the validity, effectiveness or priority of the Liens granted pursuant to the Collateral Documents (as in effect immediately prior to the Amendment No. 8 Effective Date), and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred.

(b) Reaffirmation of Obligations. Each of the Credit Parties hereby consent to this Agreement and hereby (i) restates, ratifies and reaffirms each and every term and condition set forth in the Credit Agreement and the Credit Documents effective as of the Effective Date and as amended hereby and hereby reaffirms its obligations (including the Obligations) under each Credit Document to which it is a

party, (ii) confirms and agrees that the pledge and security interest in the Collateral granted by it pursuant to the Collateral Documents to which it is a party shall continue in full force and effect, and (iii) acknowledges and agrees that such pledge and security interest in the Collateral granted by it pursuant to such Collateral Documents shall continue to secure the Obligations, as amended or otherwise affected hereby.

Section 6. Miscellaneous.

(a) Full Force and Effect; Amendment and Restatement. Except as expressly provided herein and in the Credit Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, Collateral Agent, the Arrangers or the Lenders under the Existing Credit Agreement or any other Credit Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Credit Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Credit Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Credit Document in similar or different circumstances.

(b) Credit Document Pursuant to Credit Agreement. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement, including, without limitation, the provisions relating to forum selection, consent to jurisdiction and waiver of jury trial included in Article 11 of the Credit Agreement, which provisions are hereby acknowledged and confirmed by each of the parties hereto.

(c) Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions hereof.

(d) Execution in Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(e) Cross-References. References in this Agreement to any Article or Section are, unless otherwise specified or otherwise required by the context, to such Article or Section of this Agreement.

(f) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(h) **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

(i) **CONSENT TO JURISDICTION. THE TERMS AND PROVISIONS OF SECTION 11.15 OF THE CREDIT AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN.**

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IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first written above.

CYPRESS SEMICONDUCTOR CORPORATION

By: /s/ Thad Trent

Name: Thad Trent

Title: Executive Vice President, Finance and Administration and Chief Financial Officer

SPANSION INC.

By: /s/ Thad Trent

Name: Thad Trent

Title: President and Secretary

SPANSION LLC

By: /s/ Thad Trent

Name: Thad Trent

Title: President, CFO and Secretary

SPANSION TECHNOLOGY LLC

By: Spansion Inc., its sole member

By: /s/ Thad Trent

Name: Thad Trent

Title: President and Secretary

SPANSION INTERNATIONAL AM, INC.

By: /s/ Thad Trent

Name: Thad Trent

Title: President, CFO and Assistant Secretary

SPANSION INTERNATIONAL TRADING, INC.

By: /s/ Thad Trent
Name: Thad Trent
Title: President

MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and Collateral Agent

By: /s/ Jonathon Rauen
Name: Jonathon Rauen
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as Assignee

By: /s/ Jonathon Rauen
Name: Jonathon Rauen
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Revolving Lender

By: /s/ Jonathon Rauen
Name: Jonathon Rauen
Title: Authorized Signatory

Mizuho Bank, Ltd., as a Revolving Lender

By: /s/ Raymond Ventura
Name: Raymond Ventura
Title: Managing Director

SUNTRUST BANK, *as a Revolving Lender*

By: /s/ Christian Sumulong
Name: Christian Sumulong
Title: Vice President

Signature Page to Amendment No. 8

[Term Loan Lender Signature Pages on File with the Administrative Agent]

Signature Page to Amendment No. 8