

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): December 22, 2007

INTEL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation)

000-06217

(Commission File Number)

94-1672743

(IRS Employer Identification No.)

**2200 Mission College Blvd., Santa Clara, California 95054-1549**

(Address of principal executive offices) (Zip Code)

**(408) 765-8080**

(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 (*see* General Instruction A.2. below):

- ☐ 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 1.01    Entry into a Material Definitive Agreement.**

On May 22, 2007, Intel Corporation (“Intel”), STMicroelectronics NV (“STMicroelectronics”), and certain affiliates of Francisco Partners L.P. (“Francisco Partners” and collectively, the “Parties”) entered into a Master Agreement (the “Master Agreement”) to form a private, independent semiconductor company (“Numonyx”) that will design, develop and manufacture NOR and NAND flash memory products. On December 22, 2007, the Parties entered into a Letter Agreement (“Letter Agreement”) that extends the termination date under the Master Agreement from December 31, 2007 to March 28, 2008.

In addition, the Parties have re-negotiated the commitment letter with certain lenders which originally stated that the lenders would provide up to \$1.55 billion in debt financing for Numonyx. The revised financing terms involve a senior loan of up to \$650 million and a \$100 million committed revolving credit facility to Numonyx. The financing terms will result in certain changes to the terms of the Master Agreement which are being negotiated by the Parties. The Parties currently plan to close the transactions contemplated by the Master Agreement in the first quarter of 2008.

The above description of the material terms of the Master Agreement and the Letter Agreement are qualified in their entirety by reference to the full text of each of the agreements.

This Form 8-K contains forward-looking statements regarding proposed transactions by Intel and other entities relating to or with Numonyx; Numonyx’s future operations; and future capital raising transactions by Numonyx. Actual events or results may differ materially from those contained in these forward-looking statements. Among the important factors that could cause future events or results to vary from those addressed in the forward-looking statements are risks arising from the possibility that the closing of the transaction may be delayed or may not occur; the ability to retain key employees and customer and supplier relationships; the potential for unexpected liabilities related to the disposition of the assets; changes in Intel’s and STMicroelectronics’s ability and commitment to contribute assets to Numonyx; and litigation or regulatory matters involving intellectual property, antitrust and other issues that could affect the closing of the transactions, the future operation of Numonyx and/or Intel’s or other entities’ dealings with Numonyx.

In addition, please refer to the documents that Intel files with the Securities and Exchange Commission on Forms 10-K, 10-Q and 8-K. The filings by Intel identify and address other important factors that could affect its relationship with Numonyx and could cause its financial and operational results to differ materially from those contained in the forward-looking statements set forth in this Form 8-K and in Intel’s other filings. Intel is under no duty to update any of the forward-looking statements after the date of this Form 8-K to conform to actual results.

**Item 9.01    Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibit is filed as part of this Report:

Exhibit Number	Description
99.1	Letter Agreement dated December 22, 2007 extending termination date of the Master Agreement

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## 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.

INTEL CORPORATION  
(Registrant)

/s/ Cary I. Klafter

Cary I. Klafter  
Corporate Secretary

Date: December 26, 2007

**INTEL CORPORATION**  
**2200 Mission College Boulevard**  
**Santa Clara, CA 95054**

December 22, 2007

VIA ELECTRONIC MAIL

STMicroelectronics N.V.  
Chemin du Champ-des-Filles, 39  
1228 Plan-les-Ouates  
Geneva, Switzerland  
Attention: Pierre Ollivier, Group Vice President and General Counsel

Francisco Partners  
One Lettermen Drive  
Building C – Suite 410  
San Francisco, CA 94129  
Attention: David ibnAle

*Re: Master Agreement Termination Date*

Ladies and Gentlemen:

Reference is made to that certain Master Agreement, dated May 22, 2007, by and among Intel Corporation, a Delaware corporation, STMicroelectronics N.V., a limited liability company organized under the laws of the Netherlands, Redwood Blocker S.a.r.l, a limited liability company organized under the laws of the The Grand-Duchy of Luxembourg, and Francisco Partners II (Cayman) L.P., an exempted limited partnership organized under the laws of the Cayman Islands (the "Master Agreement"). A capitalized term used herein but not otherwise defined shall have the meaning given to such term in the Master Agreement.

Pursuant to Section 7.2 of the Master Agreement, any provision of the Master Agreement may be amended if such amendment is in writing and signed by all Parties. The Parties hereby agree to extend the Termination Date under the Master Agreement to March 28, 2008. All other terms and conditions of the Master Agreement shall remain in full force and effect.

This letter agreement may be signed in any number of counterparts and the signatures delivered by telecopy, each of which shall be an original, with the same effect as if the signatures were upon the same instrument and delivered in person. This letter agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties. This letter agreement will be construed in accordance with, and will be governed by, New York law, and any dispute arising hereunder shall be resolved in accordance with Section 7.10 of the Master Agreement.

*[Letter Agreement regarding Termination Date Extension]*

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If the foregoing accurately reflects our agreement, please execute this letter and send it to Betsy McBride by facsimile at 650.849.5096 or by PDF email attachment at [bmcbride@gibsondunn.com](mailto:bmcbride@gibsondunn.com).

Sincerely,

**INTEL CORPORATION**

By: /s/ Cary Klafter  
Name: Cary Klafter  
Title: Vice President, Legal and Corporate  
Secretary

Agreed to and accepted as of the date set forth above:

**STMICROELECTRONICS N.V.**

By: /s/ Pierre Ollivier  
Name: Pierre Ollivier  
Title: Group Vice President and General Counsel

**REDWOOD BLOCKER S.A.R.L.**

By: /s/ David ibnAle  
Name: David ibnAle  
Title:

**FRANCISCO PARTNERS II (CAYMAN) L.P.**

By: Francisco Partners GP II (Cayman), L.P., its General Partner

By: Francisco Partners GP II Management (Cayman), Limited, its General Partner

By: /s/ David ibnAle  
Name: David ibnAle  
Title:

*[Letter Agreement regarding Termination Date Extension]*

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cc: STMicroelectronics N.V.  
1310 Electronics Drive  
Mail Station 2346  
Carrollton, TX 75006  
Attn: Steven K. Rose, Vice President, Secretary and General Counsel  
Facsimile: (972) 466-7044

Shearman & Sterling LLP  
525 Market Street  
San Francisco, CA 94105  
Attn: John D. Wilson  
Facsimile: (415) 616-1199

Francisco Partners  
40 Berkeley Square  
London W1J 5AL  
United Kingdom  
Attn: Phokion Potomianos  
Facsimile: 44 0 207 907 8650

Davis Polk & Wardwell  
1600 El Camino Real  
Menlo Park, CA 94025  
Attn: William M. Kelly, Martin A. Wellington  
Facsimile: (650) 752-2112

*[Letter Agreement regarding Termination Date Extension]*