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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 25, 2012**

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**Applied Materials, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**000-06920**  
(Commission  
File Number)

**94-1655526**  
(IRS Employer  
Identification No.)

**3050 Bowers Avenue**  
**P.O. Box 58039**  
**Santa Clara, CA**  
(Address of principal executive offices)

**95052-8039**  
(Zip Code)

**Registrant's telephone number, including area code: (408) 727-5555**

**N/A**  
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

In a Current Report on Form 8-K filed on May 31, 2011, Applied Materials, Inc. (“Applied”) disclosed that it had entered into a four-year U.S.\$1,500,000,000 Credit Agreement (the “Credit Agreement”), dated as of May 25, 2011, with JPMorgan Chase Bank, N.A. as administrative agent (the “Administrative Agent”), Morgan Stanley Senior Funding, Inc., Citibank, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd. as syndication agents, and other lenders parties thereto (collectively, the “Lenders”).

On May 25, 2012, Applied, the Administrative Agent and the Lenders entered into an Amendment No. 1 and Extension Agreement to the Credit Agreement (the “Amendment”), which extended the termination date of the Lenders’ commitments under the Credit Agreement from May 25, 2015 to May 25, 2016 and amended certain other terms of the Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the full text of the Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

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

As discussed under Item 1.01 above, on May 25, 2012, Applied, the Administrative Agent and the Lenders entered into the Amendment. The information set forth in Item 1.01 is incorporated herein by reference. To date, Applied has not received any advances under the Credit Agreement.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 and Extension Agreement, dated as of May 25, 2012, to Credit Agreement, dated as of May 25, 2011, among Applied Materials, Inc., JPMorgan Chase Bank, N.A. as administrative agent, and other lenders named therein.

**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.

Applied Materials, Inc.  
(Registrant)

Date: May 29, 2012

By: /s/ Joseph J. Sweeney  
Joseph J. Sweeney  
*Senior Vice President,  
General Counsel and Corporate Secretary*

**EXHIBIT INDEX**

Exhibit  
Number

Description

10.1 Amendment No. 1 and Extension Agreement, dated as of May 25, 2012, to Credit Agreement, dated as of May 25, 2011, among Applied Materials, Inc., JPMorgan Chase Bank, N.A. as administrative agent, and other lenders named therein.

**AMENDMENT NO. 1 AND EXTENSION AGREEMENT**

AMENDMENT NO. 1 and EXTENSION AGREEMENT (this "**Agreement**"), dated as of May 25, 2012, to the Credit Agreement, dated as of May 25, 2011 (the "**Credit Agreement**"), among Applied Materials, Inc. (the "**Borrower**"), the lenders that are parties thereto (the "**Lenders**"), and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders.

The parties hereto agree as follows:

Section 1. *Defined Terms*. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

Section 2. *Extension*. Each of the undersigned Lenders hereby agrees to extend the Termination Date with respect to such Lender, pursuant to Section 2.20 of the Credit Agreement, to May 25, 2016.

Section 3. *Amendments*.

(a) The second sentence of the second introductory paragraph of the Credit Agreement is amended and restated to read in its entirety as follows:

"The proceeds of such borrowings are to be used for general corporate purposes."

(b) The first clause of Section 2.17(b) of the Credit Agreement is amended and restated to read in its entirety as follows:

"If any Lender (i) requests compensation under Section 2.13, (ii) requests that the Borrower make a payment to such Lender or any Governmental Authority for the account of such Lender pursuant to Section 2.15, (iii) becomes a Defaulting Lender, (iv) becomes an Affected Lender, (v) refuses to consent to a request by the Borrower for an extension of the Termination Date pursuant to Section 2.20, or (vi) refuses to consent to any amendment, waiver or other modification of any Loan Document requested by the Borrower that requires the consent of a greater percentage of the Lenders than the Required Lenders and such amendment, waiver or other modification is consented to by the Required Lenders;"

(c) Clause (z) of the *proviso* in Section 2.17(b) of the Credit Agreement is amended and restated to read in its entirety as follows:

“in the case of clause (v) or clause (vi) above, such assignee consents to such extension, or such amendment, waiver or other modification, as applicable.”

(d) Section 2.19(d) of the Credit Agreement is amended by replacing the reference to “Section 2.20(c)” in the first parenthetical with a reference to “Section 2.17(b)”.

(e) Section 2.20(b) of the Credit Agreement is amended by deleting the third sentence.

(f) Section 2.20(c) of the Credit Agreement is deleted and replaced with “[*Reserved*]”.

(g) Section 2.20(d) is amended by replacing the reference to “subsection (c) of this Section 2.20” with a reference to “Section 2.17(b)”.

(h) Section 2.20(e) is amended by replacing the reference to “this Section 2.20” with a reference to “Section 2.17(b)” and by deleting the “.” at the end of the sentence and inserting the following language:

; and *provided further* that such Non-Consenting Lender’s rights under Section 2.13, 2.15 and 8.03, and its obligations under Section 8.03(c), shall survive the Termination Date for such Lender as to matters occurring prior to such date.

Section 4. *Effectiveness*. This Agreement shall become effective on and as of May 25, 2012 (the “**Extension Date**”), subject only to:

(a) receipt by the Administrative Agent from the Borrower and the Lenders parties hereto, who constitute the Required Lenders, of a counterpart of this Agreement signed on behalf of such parties; and

(b) the conditions precedent set forth in Section 3.03 of the Credit Agreement being satisfied on and as of the Extension Date.

Section 5. *Representations and Warranties*. The Borrower hereby represents and warrants that the statements set forth in Section 3.03(a)(i) and Section 3.03(a)(ii) of the Credit Agreement are true and correct on and as of the Extension Date with respect to this Agreement and to the Credit Agreement as amended hereby.

Section 6. *Reference to and Effect Upon the Credit Agreement*.

(a) The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. On and as of the Extension Date, this Agreement shall for all purposes constitute a Loan Document.

(b) On and as of the Extension Date, (i) each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Agreement.

(c) The Credit Agreement and each of the other Loan Documents, as specifically amended by this Agreement, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

Section 7. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

Section 8. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart hereof by facsimile or electronic transmission (e.g., “pdf” or “tif”) shall be as effective as delivery of a manually executed counterpart hereof.

*[Remainder of page intentionally left blank]*

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

APPLIED MATERIALS, INC.

By:           /s/ Robert M. Friess          

Name: Robert M. Friess

Title: Vice President and Treasurer

[Signature Page to Amendment No. 1 and Extension Agreement]



JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and Lender

By: /s/ John G. Kowalczuk  
Name: John G. Kowalczuk  
Title: Executive Director

[Signature Page to Amendment No. 1 and Extension Agreement]

THE BANK OF NEW YORK MELLON,  
as Lender

By:     /s/ Robert Besser    

Name: Robert Besser

Title: Managing Director

[Signature Page to Amendment No. 1 and Extension Agreement]

THE BANK OF TOKYO-MITSUBISHI  
UFJ, LTD., as Lender

By:  /s/ Thomas Danielson  
Name: Thomas Danielson  
Title: Authorized Signatory

[Signature Page to Amendment No. 1 and Extension Agreement]

BNP PARIBAS, as Lender

By:  /s/ Scott Bruni

Name: Scott Bruni

Title: Vice President

By:  /s/ Mathew Harvey

Name: Mathew Harvey

Title: Managing Director

[Signature Page to Amendment No. 1 and Extension Agreement]

Citibank, N.A., as Lender

By:     /s/ Andrew Sidford      
Name: Andrew Sidford  
Title: Vice President

[Signature Page to Amendment No. 1 and Extension Agreement]

DBS Bank Ltd., Los Angeles Agency, as  
Lender

By: /s/ James McWalters  
Name: James McWalters  
Title: General Manager

[Signature Page to Amendment No. 1 and Extension Agreement]

GOLDMAN SACHS BANK USA, as  
Lender

By:           /s/ Mark Walton          

Name: Mark Walton

Title: Authorized Signatory

[Signature Page to Amendment No. 1 and Extension Agreement]

KEYBANK NATIONAL ASSOCIATION, as  
Lender

By: /s/ Robert W. Boswell  
Name: Robert W. Boswell  
Title: Senior Vice President

[Signature Page to Amendment No. 1 and Extension Agreement]



Mizuho Corporate Bank (USA), as Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Senior Vice President

[Signature Page to Amendment No. 1 and Extension Agreement]

Morgan Stanley Bank, N.A., as Lender

By: /s/ Sherrese Clarke

Name: Sherrese Clarke

Title: Authorized Signatory

[Signature Page to Amendment No. 1 and Extension Agreement]

U.S. BANK NATIONAL ASSOCIATION, as  
Lender

By: /s/ Richard J. Ameny, Jr.

Name: Richard J. Ameny, Jr.

Title: Vice President

[Signature Page to Amendment No. 1 and Extension Agreement]

By:       /s/ Dhiren Desai      

Name: Dhiren Desai

Title: Vice President

[Signature Page to Amendment No. 1 and Extension Agreement]