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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, 2013**

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**Applied Materials, Inc.**

(Exact name of registrant as specified in its charter)

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**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.)**

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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.**

On May 25, 2013, Applied Materials, Inc. (“Applied”) entered into an Extension Agreement (“Extension Agreement”) to the U.S.\$1,500,000,000 Credit Agreement (as amended, the “Credit Agreement”), dated as of May 25, 2011, among Applied, JPMorgan Chase Bank, N.A. as administrative agent (the “Administrative Agent”) and the lenders parties thereto (the “Lenders”). The Extension Agreement extended the termination date of the Lenders' commitments under the Credit Agreement from May 25, 2016 to May 25, 2017.

The foregoing description of the Extension Agreement does not purport to be complete and is qualified in its entirety by the full text of the Extension Agreement, 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 Office-Balance Sheet Arrangement of a Registrant.**

As discussed under Item 1.01 above, on May 25, 2013, Applied, the Administrative Agent and the Lenders entered into the Extension Agreement. 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 No.</u>	<u>Description</u>
10.1	Extension Agreement, dated as of May 25, 2013, to Credit Agreement, dated as of May 25, 2011, as amended, among Applied Materials, Inc., JPMorgan Chase Bank, N.A. as administrative agent and the lenders parties thereto.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Applied Materials, Inc.  
(Registrant)

Date: May 28, 2013

By: /s/ Thomas F. Larkins

Thomas F. Larkins

*Senior Vice President, General Counsel  
and Corporate Secretary*

## EXHIBIT INDEX

Exhibit No.	Description
10.1	Extension Agreement, dated as of May 25, 2013, to Credit Agreement, dated as of May 25, 2011, as amended, among Applied Materials, Inc., JPMorgan Chase Bank, N.A. as administrative agent and the lenders parties thereto.

## EXTENSION AGREEMENT

EXTENSION AGREEMENT (this “**Agreement**”), dated as of May 25, 2013, to the Credit Agreement, dated as of May 25, 2011 (as amended, 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, 2017.

SECTION 3. *Changes in Commitments.* On the Extension Date (as defined below), the Commitment of each Lender shall be as set forth in Schedule 2.01 hereto, which shall replace Schedule 2.01 to the Credit Agreement as currently in effect. Any Lender not listed on Schedule 2.01 hereto shall on the Extension Date cease to be a Lender, provided that (i) all accrued fees and other amounts payable for its account shall be paid to it not later than the Extension Date and (ii) the provisions of Sections 2.13, 2.15 and 8.03 shall continue to inure to its benefit in respect of the period during which it was a Lender. If any Letters of Credit are outstanding on the Extension Date, the respective participations of the Lenders therein shall be redetermined as of such date on the basis of their then Commitments.

SECTION 4. *Effectiveness.* This Agreement shall become effective on and as of May 25, 2013 (the “**Extension Date**”), subject only to:

(a) receipt by the Administrative Agent from the Borrower and the Lenders parties hereto, who (i) constitute the Required Lenders and (ii) include each Lender whose Commitment is increased pursuant to Section 3 above, of a counterpart of this Agreement signed on behalf of such parties;

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

(c) receipt by the Administrative Agent of fees for the accounts of Lenders as heretofore mutually agreed.

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, (A) 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 EXTENSION AGREEMENT

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

By: /s/ Gerardo B. Loera  
Name: Gerardo B. Loera  
Title: Vice President

SIGNATURE PAGE TO EXTENSION AGREEMENT



Citibank, N.A., as Lender

By: /s/ Avrum Spiegel

Name: Avrum Spiegel

Title: Vice President

SIGNATURE PAGE TO EXTENSION AGREEMENT

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

By: /s/ Richard Ong Pho

Name: Richard Ong Pho

Title: Director

SIGNATURE PAGE TO EXTENSION AGREEMENT

BNP Paribas, as Lender

By: /s/ Mathew Harvey

Name: Mathew Harvey

Title: Managing Director

BNP Paribas, as Lender

By: /s/ Jamie Dillon

Name: Jamie Dillon

Title: Managing Director

SIGNATURE PAGE TO EXTENSION AGREEMENT

Goldman Sachs Bank USA, as Lender

By: /s/ Mark Walton

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Name: Mark Walton

Title: Authorized Signatory

SIGNATURE PAGE TO EXTENSION AGREEMENT

Morgan Stanley Bank, N.A., as Lender

By: /s/ Sherrese Clarke

Name: Sherrese Clarke

Title: Authorized Signatory

SIGNATURE PAGE TO EXTENSION AGREEMENT

KEYBANK NATIONAL ASSOCIATION, as Lender

By: /s/ Robert W. Boswell

Name: Robert W. Boswell

Title: Senior Vice President

SIGNATURE PAGE TO EXTENSION AGREEMENT

THE BANK OF NEW YORK MELLON, as Lender

By: /s/ Robert Besser

Name: Robert Besser

Title: Managing Director

SIGNATURE PAGE TO EXTENSION AGREEMENT

DBS Bank Ltd., Los Angeles Agency as Lender

By: /s/ James McWalters

Name: James McWalters

Title: General Manager

SIGNATURE PAGE TO EXTENSION AGREEMENT



MIZUHO CORPORATE BANK (USA), as Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Senior Vice President

SIGNATURE PAGE TO 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 EXTENSION AGREEMENT

Wells Fargo Bank, N.A., as Lender

By: /s/ Sid Khanolkar

Name: Sid Khanolkar

Title: Director

SIGNATURE PAGE TO EXTENSION AGREEMENT

THE NORTHERN TRUST COMPANY, as Lender

By: /s/ John Lascody

Name: John Lascody

Title: Vice President

SIGNATURE PAGE TO EXTENSION AGREEMENT

Taipei Fubon Commercial Bank Co., Ltd. as Lender

By: /s/ Robin S. Wu

Name: Robin S. Wu

Title: VP & Deputy General Manager

SIGNATURE PAGE TO EXTENSION AGREEMENT

### Schedule 2.01 – Commitments

<b>Lender</b>	<b>Commitment</b>
JPMorgan Chase Bank, N.A.	\$190,000,000
Citibank, N.A.	\$190,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$190,000,000
BNP Paribas	\$130,000,000
Goldman Sachs Bank USA	\$130,000,000
Morgan Stanley Bank, N.A.	\$130,000,000
The Bank of New York Mellon	\$90,000,000
DBS Bank Ltd., Los Angeles Agency	\$80,000,000
KeyBank National Association	\$80,000,000
Mizuho Corporate Bank (USA)	\$80,000,000
U.S. Bank National Association	\$80,000,000
Wells Fargo Bank, N.A.	\$80,000,000
The Northern Trust Company	\$30,000,000
Taipei Fubon Commercial Bank Co., Ltd.	\$20,000,000
<b>Total</b>	<b>\$1,500,000,000</b>