

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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)

June 27, 2018

Autodesk, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

000-14338

(Commission File Number)

94-2819853

(IRS Employer
Identification No.)

**111 McInnis Parkway
San Rafael, California 94903**

(Address of principal executive offices, including zip code)

(415) 507-5000

(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 June 27, 2018, Autodesk, Inc. (“Autodesk”), Citibank, N.A., as administrative agent (“Agent”), and the lenders party thereto entered into Letter Amendment No. 2 (the “Amendment”) to the Amended and Restated Credit Agreement, dated as of May 29, 2015, by and among Autodesk, the lenders from time to time party thereto and Agent, as amended by Letter Amendment No. 1 dated as of April 26, 2017 (as amended, the “Credit Agreement”). The terms of the Credit Agreement were described in, and the Credit Agreement was attached to, Autodesk’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 29, 2015 and Autodesk’s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 28, 2017.

The Amendment amends the Credit Agreement to, among other matters:

- (i) provide that the minimum interest coverage ratio will not apply for the fiscal quarters ending July 31, 2018 and October 31, 2018; and provide further that a minimum interest coverage ratio of 2.50 to 1.00 will apply for the fiscal quarter ending January 31, 2019 and 3.00 to 1.00 for the fiscal quarter ending April 30, 2019 and thereafter; and
- (ii) extend the application of the fixed charge coverage ratio of greater than 1.00 to 1.00 through the fiscal quarter ended October 31, 2018. The fixed charge coverage ratio is calculated based on the ratio of (a) the sum of 100% of domestic cash plus 65% of foreign cash to (b) specified charges including consolidated interest expense and income taxes payable by Autodesk and its subsidiaries.

Citibank and the lender parties to the Credit Agreement and the Amendment, and certain of their respective affiliates, have provided, and in the future may provide, financial, banking and related services to Autodesk. These parties have received, and in the future may receive, compensation from Autodesk for these services.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Letter Amendment No. 2 dated as of June 27, 2018 to the Amended and Restated Credit Agreement, dated as of May 29, 2015 by and among Autodesk, Inc., the lenders from time to time party thereto and Citibank, N.A. as agent</u>

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.

AUTODESK, INC.

By: /s/ Pascal W. Di Fronzo

Pascal W. Di Fronzo
SVP, Corporate Affairs, Chief Legal Officer and Secretary

Date: June 29, 2018

LETTER AMENDMENT NO. 2

Dated as of June 27, 2018

To the banks, financial institutions
and other institutional lenders
(collectively, the “Lenders”) party
to the Credit Agreement referred to
below and to Citibank, N.A., as agent
(the “Agent”) for the Lenders

Ladies and Gentlemen:

We refer to the Amended and Restated Credit Agreement dated as of May 29, 2015 (as amended by Letter Amendment No. 1 dated as of April 26, 2017, the “Credit Agreement”) among the undersigned, the Lenders party thereto and the Agent. Capitalized terms not otherwise defined in this Letter Amendment have the same meanings as specified in the Credit Agreement.

It is hereby agreed by you and us as follows:

The Credit Agreement is, effective as of the date of this Letter Amendment, hereby amended as follows:

(a) Section 5.03(b) is amended and restated in full to read as follows:

Interest Coverage Ratio. Maintain, as at the end of each fiscal quarter of the Borrower, a ratio of (i) Consolidated Cash Flow to (ii) Consolidated Interest Expense, in each case, for the most recently completed four consecutive fiscal quarters of the Borrower ending on or prior to such date, of at least the ratio set opposite each period set forth below:

Period	Ratio
Fiscal quarters ended October 31, 2018 or earlier	Not applicable
Fiscal quarter ended January 31, 2019	2.50:1.0
Fiscal quarter ended April 30, 2019 and thereafter	3.00:1.0

(b) Section 5.03(c) is amended and restated in full to read as follows:

Fixed Charge Coverage Ratio. Maintain, at all times from and after April 30, 2017 until and including October 31, 2018, a ratio of (i) the sum of 100% of Domestic Cash plus 65% of Foreign Cash to (ii) the sum of, without duplication (A) Consolidated Interest Expense, (B) Federal, state, local and foreign income taxes payable by the Borrower and its Subsidiaries, (C) expenditures in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations), (D) the principal amount of Consolidated Covenant Debt of the Borrower and its Subsidiaries having a maturity within one year of the date of determination and (E) the principal

amount of the current portion of long-term Consolidated Covenant Debt of the Borrower and its Subsidiaries, in each case for (A), (B) and (C) of this clause (ii), for the most recently completed four consecutive fiscal quarters of the Borrower ending on or prior to such date, of greater than 1.00:1.0.

The Borrower represents and warrants that (i) the representations and warranties set forth in Section 4.01 of the Credit Agreement (except the representations and warranties set forth in subsection (e)(ii) thereof and in subsection (f)(i) thereof) are correct on and as of the date hereof, as though made on and as of the date hereof (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct on and as of such earlier date), and (ii) no Event of Default or Default has occurred and is continuing.

This Letter Amendment shall become effective as of the date first above written when, and only when, the Agent shall have received counterparts of this Letter Amendment executed by the Borrower, the Agent and the Required Lenders. This Letter Amendment is subject to the provisions of Section 8.01 of the Credit Agreement.

On and after the effectiveness of this Letter Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Letter Amendment.

The Credit Agreement and the Notes, as specifically amended by this Letter Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Letter Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

If you agree to the terms and provisions hereof, please evidence such agreement by executing and returning at least two counterparts of this Letter Amendment to Susan L. Hobart, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022.

This Letter Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter Amendment by telecopier or electronic communications shall be effective as delivery of a manually executed counterpart of this Letter Amendment.

[Signature pages follow]

This Letter Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

AUTODESK, INC.

By /s/ Kirsten Nordlof
Name: Kirsten Nordlof
Title: Vice President, Treasurer

Agreed as of the date first above written:

CITIBANK, N.A.,
as Agent and as Lender

By /s/ Susan M. Olsen
Name: Susan M. Olsen
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By /s/ Matt S. Scullin
Name: Matt S. Scullin
Title: Vice President

BANK OF AMERICA, N.A.

By /s/ Arti Dighe
Name: Arti Dighe
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By /s/ Caitlin Stewart
Name: Caitlin Stewart
Title: Executive Director

WELLS FARGO BANK, NATIONAL ASSOCIATION

By /s/ Jason Auguste
Name: Jason Auguste
Title: Vice President

MORGAN STANLEY BANK, N.A.

By /s/ Gayathri Srinivasan
Name: Gayathri Srinivasan
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By /s/ Matthew Antioco
Name: Matthew Antioco
Title: Director