
**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 9, 2016

Western Digital Corporation
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-08703
(Commission
File Number)

33-0956711
(IRS Employer
Identification No.)

3355 Michelson Drive, Suite 100
Irvine, California
(Address of principal executive offices)

92612
(Zip Code)

(949) 672-7000
(Registrant's Telephone Number, Including Area Code)

Not applicable
(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))
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Item 1.01. Entry into a Material Definitive Agreement

Amendment to Additional Bridge Facility

On May 12, 2016, Western Digital Corporation and Western Digital Technologies, Inc. had entered into a bridge loan agreement (the “Bridge Loan Agreement”) with JPMorgan Chase Bank, N.A., as administrative agent, the lenders from time to time party thereto and the other loan parties party thereto, providing for \$3.0 billion in aggregate principal amount of senior secured bridge loans. On June 9, 2016, Western Digital Corporation and Western Digital Technologies, Inc. entered into an amendment agreement (“Amendment No. 1”) to the Bridge Loan Agreement to extend the maturity date of the loans from 45 days to 75 days after May 12, 2016.

The foregoing description of Amendment No. 1 is not intended to be complete and is qualified in its entirety by reference to Amendment No. 1, a copy of which is attached hereto as Exhibit 10.1, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1, dated as of June 9, 2016, by and among Western Digital Technologies, Inc., Western Digital Corporation, JPMorgan Chase Bank, N.A., as administrative agent, the lenders party thereto and the other loan parties party thereto.

AMENDMENT No. 1, dated as of June 9, 2016 (this "Amendment") among WESTERN DIGITAL CORPORATION, a Delaware corporation (the "Parent"), WESTERN DIGITAL TECHNOLOGIES, INC., a Delaware corporation (the "Borrower"), J.P. MORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), each other LOAN PARTY party hereto and the LENDERS party to the Bridge Loan Agreement dated as of May 12, 2016 (as further amended, restated, modified and supplemented from time to time, the "Bridge Loan Agreement"), among the Parent, the Borrower, the Lenders and the Administrative Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Bridge Loan Agreement.

WHEREAS, the Borrower desires to amend the Bridge Loan Agreement to extend the Final Maturity Date on the terms set forth herein;

WHEREAS, Section 10.11(a)(A) of the Bridge Loan Agreement provides that the Borrower, the Parent and the Administrative Agent may make certain amendments to the Bridge Loan Agreement with the consent of each Lender;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. **Amendment**. Effective as of the Amendment No. 1 Effective Date (as defined below), Section 2.7 of the Bridge Loan Agreement is hereby amended by replacing the reference to "forty-five (45) days" with "seventy-five (75) days".

Section 2. **Representations and Warranties, No Default**. In order to induce the Lenders to enter into this Amendment and to amend the Bridge Loan Agreement in the manner provided herein, each of Parent and the Borrower hereby certifies to each Lender that:

- a) At the time of and immediately after giving effect to this Amendment, each of the representations and warranties set forth in the Bridge Loan Agreement are true and correct in all material respects (or in all respects, if qualified by a materiality threshold) as of the Amendment No. 1 Effective Date, except to the extent the same expressly relate to an earlier date; and
- b) At the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

Section 3. **Effectiveness**. This Amendment shall become effective on the date (the "**Amendment No. 1 Effective Date**") on which the Administrative Agent shall have received counterparts of this Amendment executed by the Borrower, the Parent, each Lender and the Administrative Agent.

Section 4. **Counterparts**. This 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 but one and the same agreement. Delivery of an executed counterpart of a signature page to this

Amendment by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 5. **Applicable Law.** THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. SECTION 10.22 OF THE BRIDGE LOAN AGREEMENT IS HEREBY INCORPORATED BY REFERENCE INTO THIS AMENDMENT AND SHALL APPLY HERETO.

Section 6. **Headings.** Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

Section 7. **Effect of Amendment.** Except as expressly set forth herein, (i) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or any other Agent, in each case under the Bridge Loan Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Bridge Loan Agreement or any other provision of either such agreement or any other Loan Document. Each and every term, condition, obligation, covenant and agreement contained in the Bridge Loan Agreement or any other Loan Document is hereby ratified and reaffirmed in all respects and shall continue in full force and effect. Each Loan Party reaffirms its obligations under the Loan Documents to which it is party and the validity of any Liens granted by it pursuant to the Security Documents. This Amendment shall constitute a Loan Document for purposes of the Bridge Loan Agreement and from and after the Amendment No. 1 Effective Date, all references to the Bridge Loan Agreement in any Loan Document and all references in the Bridge Loan Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Bridge Loan Agreement, shall, unless expressly provided otherwise, refer to the Bridge Loan Agreement as amended by this Amendment. Each Loan Party hereby consents to this Amendment and confirms that all its obligations under the Loan Documents to which it is a party shall continue to apply to the Bridge Loan Agreement as amended hereby.

Section 8. **Amendment, Modification and Waiver.** This Amendment may not be amended, modified or waived except pursuant to a writing signed by each of the parties hereto.

Section 9. **Entire Agreement.** This Amendment, the Bridge Loan Agreement and the other Loan Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties hereto with respect to the subject matter hereof.

Section 10. **Severability.** If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

WESTERN DIGITAL TECHNOLOGIES, INC., as Borrower

By: /s/ Michael C. Ray

Name: Michael C. Ray

Title: Executive Vice President, Chief
Legal Officer and Secretary

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

HGST, INC.
WD MEDIA, LLC

By: /s/ Michael C. Ray

Name: Michael C. Ray

Title: Secretary

WESTERN DIGITAL (FREMONT), LLC

By: /s/ Michael C. Ray

Name: Michael C. Ray

Title: Vice President and Secretary

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SANDISK TECHNOLOGIES, INC.

By: /s/ Michael C. Ray

Name: Michael C. Ray

Title: Secretary

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Olivier Leonetti

Name: Olivier Leonetti

Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Timothy D. Lee

Name: Timothy D. Lee

Title: Vice President

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Bank of America, N.A., as Lender

By: /s/ My-Linh Yoshiike

Name: My-Linh Yoshiike

Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Lender

By: /s/ Bill O'Daly

Name: BILL O'DALY

Title: AUTHORIZED SIGNATORY

By: /s/ Max Wallins

Name: Max Wallins

Title: Authorized Signatory

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ROYAL BANK OF CANADA, as Lender

By: /s/ Sheldon Pinto

Name: Sheldon Pinto

Title: Authorized Signatory

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Mizuho Bank, Ltd., as Lender

By: /s/ Daniel Guevara

Name: Daniel Guevara

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Lillian Kim

Name: Lillian Kim

Title: Director

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HSBC BANK USA N.A., as Lender

By: /s/ Jad Atallah

Name: Jad Atallah

Title: Director

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Katsuyuki Kubo
Katsuyuki Kubo
Managing Director

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Raj Nambiar

Name: Raj Nambiar

Title: Sr. Vice President

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Diane Emanuel

Name: Diane Emanuel

Title: Managing Director

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BNP Paribas, as Lender

By: /s/ Nicolas Rabier

Name: Nicolas Rabier

Title: Managing Director

By: /s/ Gregoire Poussard

Name: Gregoire Poussard

Title: Vice President

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TD Bank N.A., as Lender

By: /s/ Matt Waszmer

Name: Matt Waszmer

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]

By: /s/ Brian Seipke

Name: BRIAN SEIPKE

Title: VICE PRESIDENT

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SunTrust Bank, as Lender

By: /s/ David J. Sharp

Name: David J. Sharp

Title: Vice President

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Fifth Third Bank, as Lender

By: /s/ Suzanne M. Rode

Name: Suzanne Rode

Title: Managing Director

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Standard Chartered Bank, as Lender

By: /s/ Steven Aloupis

Name: Steven Aloupis

Title: Managing Director

Loan Syndications

Standard Chartered Bank

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JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: /s/ Timothy D. Lee

Name: Timothy D. Lee

Title: Vice President

[Signature Page to Amendment No. 1 to Western Digital Bridge Loan Agreement]