

**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**

**January 25, 2012**

**Date of Report (Date of earliest event reported)**

---

**ResMed Inc.**

**(Exact name of registrant as specified in its charter)**

---

**Delaware**  
**(State of**  
**Incorporation)**

**001-15317**  
**(Commission**  
**File Number)**

**98-0152841**  
**(IRS Employer**  
**Identification No.)**

**9001 Spectrum Center Blvd.**  
**San Diego, CA 92123**  
**(Address of principal executive offices) (Zip Code)**

**(858) 836-5000**  
**(Registrant's telephone number, including area code)**

**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))

---

**Item 1.01. Entry into a Material Definitive Agreement**

On January 25, 2012, we entered into a first amendment to the existing credit agreement between us, as borrower, and lenders, Union Bank, N.A.; HSBC Bank USA, National Association; Commonwealth Bank of Australia and Wells Fargo Bank, N.A. The amendment increases, from \$300 million to \$400 million, the maximum principal amount that can be borrowed on a revolving basis under the credit agreement, subject to customary conditions.

A copy of the amendment is attached as an exhibit to this report, and the summary above is qualified by reference to the entire amendment.

**Item 9.01. Financial Statements and Exhibits**

(d) *Exhibits.*

- 10.1 First Amendment to Credit Agreement, dated as of January 25, 2012, among the Company, as Borrower and the Lenders party thereto, including Union Bank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, HSBC Bank USA, National Association, as Syndication Agent and Union Bank, N.A., HSBC Bank USA, National Association, Commonwealth Bank of Australia and Wells Fargo Bank, N.A.

---

**SIGNATURES**

We have authorized the person whose signature appears below to sign this report on our behalf, in accordance with the Securities Exchange Act of 1934.

RESMED INC.

Date: January 26, 2012

By: /s/ David Pendarvis

Name: David Pendarvis

Its: Chief administrative officer, global general counsel  
and secretary

FIRST AMENDMENT  
TO CREDIT AGREEMENT

This First Amendment to Credit Agreement (this "Amendment") is entered into as of January 25, 2012, by and among RESMED INC., a Delaware corporation ("Borrower"), each lender from time to time party to the Credit Agreement (defined below; collectively, "Lenders" and individually, a "Lender"), UNION BANK, N.A., as Administrative Agent (in such capacity, "Administrative Agent"), Swing Line Lender (in such capacity, "Swing Line Lender") and L/C Issuer (in such capacity, "L/C Issuer"), and HSBC BANK USA, NATIONAL ASSOCIATION, as Syndication Agent (in such capacity, "Syndication Agent").

RECITALS

Administrative Agent and Syndication Agent (collectively, "Agent Parties" and individually, an "Agent Party"), Swing Line Lender, L/C Issuer and the Lenders (collectively, "Lender Parties" and individually, a "Lender Party"), and Borrower are parties to that certain Credit Agreement dated as of February 10, 2011, as amended, restated, modified or supplemented from time to time (the "Credit Agreement"). The parties desire to amend the Credit Agreement in accordance with the terms of this Amendment. Unless otherwise defined herein, all initially capitalized terms in this Amendment shall be as defined in the Credit Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Schedule 2.01 of the Credit Agreement is deleted in its entirety and replaced with Schedule 2.01 attached hereto.
2. No course of dealing on the part of the Agent Parties, the Lender Parties, or their officers, nor any failure or delay in the exercise of any right under the Loan Documents by any Agent Party or Lender Party, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Any Agent Party's or Lender Party's failure at any time to require strict performance by Borrower of any provision of any Loan Document shall not affect any right of Lender Parties and Agent Parties thereafter to demand strict compliance with and performance of such provision.
3. The Credit Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of any Agent Party or Lender Party under the Credit Agreement, as in effect prior to the date hereof. Upon the effectiveness of this Amendment, all references in the Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement, as amended by this Amendment.
4. Borrower represents and warrants that the representations and warranties contained in Article V of the Credit Agreement are true and correct in all material respects as of the date of this Amendment (except such representations and warranties which are by their terms expressly limited to an earlier date, in which case the same were true and correct in all material respects as of such earlier date), and that, after giving effect to this Amendment, no Event of Default has occurred and is continuing.
5. As a condition to the effectiveness of this Amendment, Administrative Agent shall have received, in form and substance reasonably satisfactory to Administrative Agent, the following:
  - (a) this Amendment, duly executed by Borrower;
  - (b) an Amended and Restated Promissory Note in favor of each Lender;
  - (c) an Affirmation of Unconditional Guaranty, duly executed by each Guarantor;
  - (d) an Officer's Certificate, duly executed by Borrower and each Guarantor;

---

(e) payment by Borrower of the fees set forth in that certain \$400,000,000 Senior Secured Revolving Credit Facility Fee Letter by and between Administrative Agent and Borrower dated as of November 3, 2011, which may be debited from any of Borrower's accounts;

(f) all reasonable, invoiced costs and expenses of the Administrative Agent incurred through the date of this Amendment, plus such additional amounts of such costs and expenses as shall constitute its reasonable estimate of such costs and expenses incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between Borrower and Administrative Agent), all of which may be debited from any of Borrower's accounts; and

(g) such other documents, and completion of such other matters, as Administrative Agent may reasonably deem necessary or appropriate.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

***[Balance of Page Intentionally Left Blank]***

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

**RESMED INC.**

By: /s/ David Pendarvis  
Name: David Pendarvis  
Its: Chief Administrative Officer, Global General Counsel &  
Secretary

**UNION BANK, N.A.**, as Administrative  
Agent

By: /s/ Mark Adelman  
Name: Mark Adelman  
Its: Vice President

**UNION BANK, N.A.**, as a Lender,  
L/C Issuer and Swing Line Lender

By: /s/ Mark Adelman  
Name: Mark Adelman  
Its: Vice President

Lending Office:  
530 B St., 4<sup>th</sup> Floor  
San Diego, CA 92101  
Attn: Mark Adelman  
Fax: (619) 230-3766

*[Signature Page to First Amendment to Credit Agreement]*  
*[Continued on Next Page]*

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

**HSBC BANK USA, National Association**, as Syndication Agent

By: /s/ James Colman

Name: James Colman

Its: Vice President

**HSBC BANK USA, National Association**, as a Lender

By: /s/ James Colman

Name: James Colman

Its: Vice President

Lending Office:

One HSBC Center, Floor 26

Buffalo, NY 14203

Attn: Mark C Hall

Fax: (716) 841-4178

*[Signature Page to First Amendment to Credit Agreement]*

*[Continued on Next Page]*

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

**COMMONWEALTH BANK OF  
AUSTRALIA**, as a Lender

By: /s/ Andrew Ting

Name: Andrew Ting

Its: VICE PRESIDENT by POA dated 9, July 2008

Lending Office:

LVL 22, 201 SUSSEX ST

SYDNEY NSW AUSTRALIA

Attn: Andrew Ting

Fax: +612 9118 4002

*[Signature Page to First Amendment to Credit Agreement]*  
*[Continued on Next Page]*



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

**WELLS FARGO BANK, N.A.**, as a  
Lender

By: /s/ Joseph R. Bruckart

Name: Joseph R. Bruckart

Its: Vice President

Lending Office:

401 B Street, Suite 2201

San Diego, CA 92101

Attn: Joseph R. Bruckart

Fax: (619) 699-3020

*[Signature Page to First Amendment to Credit Agreement]*

**SCHEDULE 2.01**

**COMMITMENTS AND  
APPLICABLE PERCENTAGES**

<b>Lender</b>	<b>Commitment</b>	<b>Applicable Percentage</b>
UNION BANK, N.A.	\$107,000,000	26.750000000%
HSBC BANK USA, N.A.	\$107,000,000	26.750000000%
COMMONWEALTH BANK OF AUSTRALIA	\$93,000,000	23.250000000%
WELLS FARGO BANK, N.A.	\$93,000,000	23.250000000%
<b>Total</b>	<b>\$400,000,000</b>	<b>100.000000000%</b>