
**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**

April 16, 2015
Date of report (Date of earliest event reported)

FAIR ISAAC CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State of Incorporation)

1-11689
**(Commission
File Number)**

94-1499887
**(I.R.S. Employer
Identification No.)**

181 Metro Drive, Suite 700
San Jose, California
(Address of Principal Executive Offices)

95110-1346
(Zip Code)

408-535-1500
(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:

- 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 April 16, 2015, Fair Isaac Corporation (the “Company”) amended its Amended and Restated Credit Agreement dated as of December 30, 2014 among the Company, the several banks and other financial institutions from time to time parties thereto, Wells Fargo Securities, LLC, as joint lead arranger and joint bookrunner, U.S. Bank National Association, as syndication agent, joint lead arranger and joint bookrunner, and Wells Fargo Bank, National Association, as administrative agent (the “Credit Agreement”). The amendment amends the definition of change of control in the Credit Agreement by removing the provision relating to any changes in the composition of the Company’s board of directors in its entirety.

The amendment to the Credit Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 First Amendment to Amended and Restated Credit Agreement among the Company, Wells Fargo Bank, National Association, as administrative agent and the lenders party thereto dated as of April 16, 2015

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.

Date: April 17, 2015

FAIR ISAAC CORPORATION

/s/ Mark R. Scadina

Mark R. Scadina

Executive Vice President, General Counsel, and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Manner of Filing</u>
10.1	First Amendment to Amended and Restated Credit Agreement among the Company, Wells Fargo Bank, National Association, as administrative agent and the lenders party thereto dated as of April 16, 2015	Filed Electronically

**FIRST AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This Amendment is entered into as of April 16, 2015 by and among FAIR ISAAC CORPORATION, a Delaware corporation (the “**Borrower**”), the Required Lenders (as defined in the Credit Agreement defined below) and WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Wells Fargo**”), as administrative agent (in such capacity, together with any successor thereto, the “**Administrative Agent**”).

The Borrower, the Administrative Agent, the several banks and other financial institutions or entities from time to time parties thereto (the “**Lenders**”), the Administrative Agent and certain other Persons are parties to an Amended and Restated Credit Agreement dated December 30, 2014, setting forth the terms on which the Lenders extended a revolving line of credit to the Borrower (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”).

The Borrower, the Lenders and the Administrative Agent wish to amend the Credit Agreement as provided herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given them in the Credit Agreement.

2. Amendment. The definition of “Change of Control” is hereby amended by deleting it in its entirety and substituting the following in lieu thereof:

“Change of Control”: with respect to any Person, an event or series of events by which any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the Beneficial Owner, directly or indirectly, of 30% or more of the Capital Stock of such Person entitled to vote for members of the board of directors or equivalent governing body of such Person.

3. Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and the Required Lenders as follows:

(a) The Borrower has all requisite power and authority, corporate or otherwise, to execute and deliver this Amendment, and to perform this Amendment and the Credit Agreement as amended hereby. This Amendment has been duly and validly executed and delivered to the Required Lenders and the Administrative Agent by the Borrower, and this Amendment and the Credit Agreement as amended hereby constitute the Borrower’s legal, valid and binding obligations enforceable in accordance with their terms.

(b) The execution, delivery and performance by the Borrower of this Amendment, and the performance of the Credit Agreement as amended hereby, have been duly authorized by all necessary corporate action and do not and will not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate the Borrower’s certificate of incorporation or bylaws or any

provision of any law, rule, regulation or order presently in effect having applicability to the Borrower, (iii) result in a breach of or constitute a default under any indenture or agreement to which the Borrower is a party or by which the Borrower or its properties may be bound or affected, or (iv) result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned or hereafter acquired by the Borrower.

(c) Each of the representations and warranties made by the Borrower in Section 4 of the Credit Agreement that does not contain a materiality or Material Adverse Effect qualification is true and correct in all material respects on and as of the date hereof, and each of the representations and warranties made by the Borrower in Section 4 of the Credit Agreement that contains a materiality or Material Adverse Effect qualification are true and correct on and as of the date hereof (or, to the extent such representations and warranties specifically relate to an earlier date, that such representations and warranties were true and correct in all material respects, or true and correct, as the case may be, as of such earlier date).

4. Condition. The amendment set forth in Section 2 shall be effective only if, on or before the date hereof, the Administrative Agent and the Required Lenders have received this Amendment, duly executed by the Borrower.

5. Miscellaneous. The Borrower shall pay all costs and expenses of the Administrative Agent and the Lenders, including attorneys' fees, incurred in connection with this Amendment and any related documents. This document shall be deemed a "Loan Document," as defined in the Credit Agreement. Except as amended by this Amendment, all of the terms and conditions of the Credit Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by email transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart signature page to this Amendment by facsimile or by email transmission shall also deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Amendment. This Amendment shall be governed by the substantive law of the State of New York.

Signature pages follow

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

FAIR ISAAC CORPORATION

By: /s/ Mark R. Scadina

Name: Mark R. Scadina

Title: EVP & General Counsel

Signature Page to First Amendment to Credit Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Joint Lead Arranger, Administration Agent, Issue Lender and a
Lender

By: /s/ R. James Hancock

Name: R. James Hancock

Title: Vice President

Signature Page to First Amendment to Credit Agreement

U.S. BANK NATIONAL ASSOCIATION, as Joint Lead
Arranger, Syndication Agent and a Lender

By: /s/ Mila Yakovlev

Name: Mila Yakovlev

Title: Vice President

Signature Page to First Amendment to Credit Agreement

HSBC Bank USA, N.A., as a Lender

By: /s/ Graeme Robertson

Name: Graeme Robertson

Title: Senior Vice President

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Bank of America, N.A., as a Lender

By: /s/ Aaron Marks

Name: Aaron Marks

Title: Senior Vice President

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