
**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

Date of Report (Date of earliest event reported): November 20, 2015

NCR CORPORATION
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

001-00395
Commission File Number

31-0387920
(I.R.S. Employer
Identification No.)

3097 Satellite Boulevard
Duluth, Georgia 30096
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (937) 445-5000

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 (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.

On November 20, 2015, NCR Corporation, a Maryland corporation (the “Company”), the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent (in such capacity, the “Administrative Agent”), entered into the Third Amendment (the “Amendment”) to the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013, as amended by the First Amendment, dated as of December 4, 2013, and the Second Amendment, dated as of July 29, 2014 (the “Credit Agreement”), among the Company, the lenders party thereto and the Administrative Agent.

The Amendment effects certain modifications to the definitions of the terms “Disqualified Equity Interest”, “Qualifying Equity Proceeds” and “Change in Control” contained in the Credit Agreement, as more fully set forth in the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are attached with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment dated as of November 20, 2015, to the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013, as amended by the First Amendment, dated as of December 4, 2013, and the Second Amendment, dated as of July 29, 2014, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.

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.

NCR Corporation

By: /s/ Edward Gallagher

Name: Edward Gallagher

Title: Senior Vice President, General Counsel and
Corporate Secretary

Date: November 20, 2015

Index to Exhibits

The following exhibits are attached with this Current Report on Form 8-K:

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10.1	Third Amendment dated as of November 20, 2015, to the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013, as amended by the First Amendment, dated as of December 4, 2013, and the Second Amendment, dated as of July 29, 2014, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.

THIRD AMENDMENT dated as of November 20, 2015 (this "Amendment") to the CREDIT AGREEMENT dated as of August 22, 2011, as amended and restated as of July 25, 2013, among NCR CORPORATION (the "Borrower"), the LENDERS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") (as amended and in effect prior to the effectiveness of this Amendment, the "Credit Agreement").

WHEREAS, the Borrower has requested that the Lenders amend the Credit Agreement in the manner set forth below, and the Lenders whose signatures appear below, constituting the Required Lenders, are willing so to amend the Credit Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement (as amended hereby).

SECTION 2. Amendment of the Credit Agreement. Effective as of the Third Amendment Effective Date (as defined below):

(a) The definition of "Disqualified Equity Interest" in Section 1.01 of the Credit Agreement is amended by deleting the text "requires the payment of any dividend (other than dividends payable solely in Qualified Equity Interests) or that".

(b) The definition of "Qualifying Equity Proceeds" in Section 1.01 of the Credit Agreement is amended by deleting the text "120-day period" and replacing it with the text "270-day period".

(c) The definition of "Change in Control" in Section 1.01 of the Credit Agreement is amended by replacing clause (b) in its entirety with the following:

"(b) persons who were (i) directors of the Borrower on the date hereof, (ii) nominated or approved by the board of directors of the Borrower or (iii) appointed by directors who were directors of the Borrower on the date hereof or were nominated or approved as provided in clause (ii) above ceasing to occupy a majority of the seats (excluding vacant seats) on the board of directors of the Borrower;"

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) On the Third Amendment Effective Date, and after giving effect to this Amendment, the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case as though made on and as of the Third Amendment Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty is so true and correct on and as of such prior date.

(c) On and as of the Third Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

SECTION 4. Effectiveness. This Amendment shall become effective on the date (the "Third Amendment Effective Date") on which each of the following conditions is satisfied:

(a) The Administrative Agent (or its counsel) shall have received duly executed counterparts (which may include facsimile transmission or other electronic transmission of a signed counterpart of this Amendment) hereof that, when taken together, bear the authorized signatures of the Administrative Agent, the Borrower and Lenders constituting the Required Lenders.

(b) The Administrative Agent shall have received, in immediately available funds, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement or under Section 4 hereof, in each case to the extent invoiced at least one Business Day prior to the Third Amendment Effective Date.

(c) The Administrative Agent shall have received payment in immediately available funds from the Borrower, for the account of each Lender that executes and delivers a counterpart signature page to this Amendment at or prior to 5:00 p.m., New York City time, on November 19, 2015, an amendment fee in an aggregate amount equal to 0.05% of the aggregate amount of the Term Loans and Revolving Commitments (whether used or unused) of such Lender outstanding at such time.

The Administrative Agent shall notify the Borrower and the Lenders of the Third Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 5. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment and the transactions contemplated hereby, including the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

SECTION 6. Effect of Amendment. (a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders under the Credit Agreement or any of the other Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any of the other Loan Documents in similar or different circumstances.

(b) On and after the Third Amendment Effective Date, any reference to the Credit Agreement in any Loan Document shall be deemed to be a reference to the Credit Agreement as amended by this Amendment.

(c) This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and each other Loan Document.

SECTION 7. Applicable Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 8. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

NCR CORPORATION,

by

/s/ Robert Fishman

Name: Robert Fishman

Title: Senior Vice President and Chief Financial
Officer

[SIGNATURE PAGE TO THIRD AMENDMENT]

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

by

/s/ Tina Ruyter

Name: Tina Ruyter

Title: Executive Director

[SIGNATURE PAGE TO THIRD AMENDMENT]

SIGNATURE PAGE TO THE THIRD
AMENDMENT
TO THE NCR CORPORATION CREDIT
AGREEMENT

Name of Lender: BANK OF AMERICA, N.A.

by

/s/ Jeannette Lu

Name: Jeannette Lu

Title: Vice President

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AMENDMENT
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Name of Lender: ROYAL BANK OF CANADA

by

/s/ Alexander Oliver

Name: Alexander Oliver

Title: Authorized Signatory

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Name of Lender: SunTrust Bank

by

/s/ Hays Wood

Name: Hays Wood

Title: Vice President

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Lender: WELLS FARGO BANK,
NATIONAL ASSOCIATION,

by

/s/ Kay Reedy

Name: Kay Reedy

Title: Managing Director

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The Bank of Tokyo-Mitsubishi UFJ, Ltd.,

by

/s/ Lillian Kim

Name: Lillian Kim

Title: Director

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Name of Lender:

Mizuho Bank Ltd.

by

/s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

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Name of Lender: FIFTH THIRD BANK

by

/s/ Kenneth W. Deere

Name: KENNETH W. DEERE

Title: SENIOR VICE PRESIDENT

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Name of Lender: HSBC Bank USA, National Association

by

/s/ Devin Moore

Name: Devin Moore

Title: Vice President

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Name of Lender:

PNC Bank, National Association

by

/s/ Susan J. Dimmick

Name: Susan J. Dimmick

Title: Managing Director

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Name of Lender:

Compass Bank

by

/s/ W. Brad Davis

Name: W. Brad Davis

Title: Senior Vice President

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Name of Lender:

TD Bank, N.A.

by

/s/ Craig Welch

Name: Craig Welch

Title: Senior Vice President

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Name of Lender: SANTANDER BANK, N.A.

by

/s/ Gonzalo Acha

Name: GONZALO ACHA

Title: EXECUTIVE DIRECTOR

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Name of Lender: Sumitomo Mitsui Banking Corporation,

by

/s/ James Weinstein

Name: James Weinstein

Title: Managing Director

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Name of Lender: Citizens Bank, N.A.

by

/s/ Andrew J. Meara

Name: Andrew J. Meara

Title: SVP

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Name of Lender: Regions Bank

by

/s/ Stephen T. Hatch

Name: Stephen T. Hatch

Title: Senior Vice President

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Name of Lender: BNP Paribas

by

/s/ Todd Rodgers

Name: Todd Rodgers

Title: Director

For any Lender requiring a second signature block:

by

/s/ Liz Cheng

Name: Liz Cheng

Title: Vice President

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Name of Lender: US Bank, National Association

by

/s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

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THE NORTHERN TRUST COMPANY,
as Lender

by

/s/ Kimberly A. Crotty

Name: Kimberly A. Crotty

Title: VP

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Name of Lender: Branch Banking and Trust Company

by

/s/ Bradley B. Sands

Name: Bradley B. Sands

Title: Assistant Vice President

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Name of Lender: KeyBank National Association

by

/s/ Marcel Fournier

Name: Marcel Fournier

Title: Vice President

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Name of Lender: Bank of the West

by

/s/ Francesco Ingargiola

Name: Francesco Ingargiola

Title: Director

For any Lender requiring a second signature block:

by

/s/ Harry Yergey

Name: Harry Yergey

Title: Managing Director
CBG Regional Manager

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Name of Lender: The Bank of Nova Scotia

by

/s/ Winston Lua

Name: Winston Lua

Title: Director

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Name of Lender: CITIBANK, N.A.

by

/s/ James Walsh

Name: James Walsh

Title: Managing Director and Vice President

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Name of Lender: Zions First National Bank

by

/s/ Thomas C. Etzel

Name: Thomas C. Etzel

Title: Senior Vice President

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Name of Lender: Bank of China, New York Branch

by

/s/ Raymond Qiao

Name: Raymond Qiao

Title: Senior Vice President

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Name of Lender: Mercantil Commercebank, N.A.

by

/s/ John Viault

Name: John Viault

Title: Vice President

For any Lender requiring a second signature block:

by

/s/ Shalako Wiener

Name: Shalako Wiener

Title: Senior Vice President

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Name of Lender: THE BANK OF NEW YORK MELLON

by

/s/ David B. Wirl

Name: DAVID B. WIRL

Title: MANAGING DIRECTOR

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Name of Lender: Standard Chartered Bank

by

/s/ Pramita Saha

Name: Pramita Saha

Title: Executive Director

**THE BANK OF EAST ASIA, LIMITED,
NEW YORK BRANCH,**
as a Lender

by

/s/ James Hua

Name: James Hua

Title: SVP

by

/s/ Kitty Sin

Name: Kitty Sin

Title: SVP

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Name of Lender: FIRSTMERIT BANK, N.A.

by

/s/ Timothy Daniels

Name: Timothy Daniels

Title: Senior Vice President

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Name of Lender: AMERICAN SAVINGS BANK, F.S.B.

by

/s/ Rian DuBach

Name: Rian DuBach

Title: FVP

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Name of Lender: First Commercial Bank, Ltd., New York Branch

by

/s/ Bill Wang

Name: Bill Wang

Title: S.V.P. & General Manager

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Name of Lender: Mega International Commercial Bank Co., Ltd
Los Angeles Branch

by

/s/ Hung Tse Chen

Name: Hung Tse Chen

Title: VP & Deputy General Manager

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Name of Lender: Manufacturers Bank

by

/s/ Dirk Price

Name: Dirk Price

Title: Vice President

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Name of Lender: MODERN BANK, N.A.

by

/s/ Frank H.

Name: FRANK H.

Title: MANAGING DIRECTOR

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Name of Lender: FIRST NATIONAL BANK OF OMAHA

by

/s/ Andrew Wong

Name: Andrew Wong

Title: Vice President

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Name of Lender: Bank of the Cascades

by

/s/ Daniel J. Lee

Name: DANIEL J. LEE

Title: Chief Credit Officer

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Name of Lender: FIRST TENNESSEE BANK NATIONAL ASSOCIATION

by

/s/ Jamie M. Swisher

Name: Jamie M. Swisher

Title: Vice President

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Name of Lender:

SYNOVUS BANK

by

/s/ John R. Frierson

Name: John R. Frierson

Title: Senior Vice President

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Name of Lender: UniCredit Bank AG, New York Branch

by

/s/ Kimberly Sousa

Name: Kimberly Sousa

Title: Director

by

/s/ Bryon Korutz

Name: Bryon Korutz

Title: Associate Director

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Name of Lender: United Bank

by

/s/ Tom Wolcott

Name: Tom Wolcott

Title: SVP Shared National Credit