
**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)
January 10, 2014

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

Commission File Number 001-00395

Maryland
(State or other jurisdiction of
incorporation or organization)

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 January 10, 2014, NCR Corporation (“NCR”), through its indirect wholly owned subsidiary, Delivery Acquisition Corporation (“Merger Sub”), consummated its acquisition (the “Acquisition”) of Fandango Holdings Corporation (“Fandango”), pursuant to the previously announced Agreement and Plan of Merger (the “Agreement”), dated December 2, 2013, by and among NCR, Merger Sub, and Fandango.

In connection with the offering by NCR Escrow Corp. (“NCR Escrow Corp”), a wholly owned subsidiary of NCR, of \$400 million aggregate principal amount of 5.875% senior notes due 2021 (the “2021 Notes”) and \$700 million aggregate principal amount of 6.375% senior notes due 2023 (the “2023 Notes,” and, together with the 2021 Notes, the “Notes”), which closed on December 19, 2013, NCR, NCR International, Inc. (the “Subsidiary Guarantor”), and U.S. Bank National Association, as trustee, have entered into a first supplemental indenture to the indenture governing the 2021 Notes and a first supplemental indenture to the indenture governing the 2023 Notes (each a “Supplemental Indenture” and, collectively the “Supplemental Indentures”), each dated January 10, 2014.

Upon consummation of the Acquisition, (1) NCR Escrow Corp merged with and into NCR, with NCR continuing as the surviving corporation, (2) NCR assumed all of NCR Escrow Corp’s obligations under the Notes and the indentures governing the Notes and (3) the net proceeds from the offering were released from the escrow account to pay for the Acquisition.

The Notes are the senior unsecured obligations of NCR and are guaranteed by the Subsidiary Guarantor.

The foregoing does not purport to be a complete description of the Supplemental Indentures and is qualified in its entirety by reference to the Supplemental Indentures. The Supplemental Indentures are filed hereto as Exhibit 4.1 for the Supplemental Indenture related to the 2021 Notes and as Exhibit 4.2 for the Supplemental Indenture related to the 2023 Notes. Each Supplemental Indenture is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As described above in Item 1.01, on January 10, 2014, NCR consummated the Acquisition. Pursuant and subject to the terms of the Agreement, the aggregate consideration paid in the Acquisition was \$1.65 billion. As a result of the Acquisition, Fandango and its subsidiary, Digital Insight Corporation, became indirect wholly owned subsidiaries of NCR.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosures of the material terms and conditions of the Notes and the Supplemental Indentures contained in Item 1.01 above are hereby incorporated into this Item 2.03 by reference.

Item 7.01 Regulation FD Disclosure.

On January 10, 2014, NCR issued a press release to announce the completion of the Acquisition. The press release is attached hereto as Exhibit 99.1 and is incorporated herein in its entirety by reference.

The information furnished in this Item 7.01, including the press release attached hereto as Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired:

The financial statements required to be filed under this Item 9 shall be filed by an amendment to this Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information:

The pro forma financial information required to be filed under this Item 9 shall be filed by an amendment to this Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of December 2, 2013, by and among NCR Corporation, Delivery Acquisition Corporation, Fandango Holdings Corporation and Thoma Bravo, LLC as the Stockholder Representative (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by NCR on December 3, 2013).
4.1	First Supplemental Indenture relating to the 2021 Notes, dated January 10, 2014, among NCR Corporation, NCR International, Inc. and U.S. Bank National Association, as trustee.
4.2	First Supplemental Indenture relating to the 2023 Notes, dated January 10, 2014, among NCR Corporation, NCR International, Inc. and U.S. Bank National Association, as trustee.
99.1	Press Release issued on January 10, 2014.

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/ Robert P. Fishman
Robert P. Fishman
Senior Vice President and Chief Financial Officer

Date: January 10, 2014

Index to Exhibits

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99.1	Press Release issued on January 10, 2014.

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture") dated as of January 10, 2014, among NCR CORPORATION, a Maryland corporation (the "Company"), NCR International, Inc., a Delaware corporation and a subsidiary of the Company (the "Initial Guarantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee under the indenture referred to below (the "Trustee").

WITNESSETH:

WHEREAS NCR Escrow Corp., a Delaware corporation and wholly owned subsidiary of the Company (the "Escrow Issuer"), has heretofore executed and delivered to the Trustee an Indenture (the "Indenture") dated as of December 19, 2013, providing for the issuance of 5.875% Senior Notes due 2021 (the "Securities");

WHEREAS the Escrow Issuer has merged with and into the Company, with the Company continuing as the surviving corporation;

WHEREAS Section 5.01(c) of the Indenture provides that, upon the consummation of the Assumption, the Company shall execute and deliver to the Trustee an indenture supplemental thereto, in form satisfactory to the Trustee, whereupon the Company shall be the Successor Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Escrow Issuer under the Indenture;

WHEREAS Section 4.11 of the Indenture provides that, upon the consummation of the Assumption, the Company shall cause each of the Initial Guarantor and Radiant Systems, Inc. ("Radiant") to execute and deliver to the Trustee an indenture supplemental thereto, in form reasonably satisfactory to the Trustee, pursuant to which each of the Initial Guarantor and Radiant shall Guarantee payment of the Securities on the same terms and conditions as those set forth in the Indenture;

WHEREAS the Company hereby represents and warrants that effective as of December 31, 2013, Radiant was merged with and into the Company, as a result of which the Company is the surviving corporation and whereby it acquired all or substantially all of the assets of Radiant;

WHEREAS the execution and delivery of this First Supplemental Indenture has been duly authorized by the Board of Directors of the Company and the Initial Guarantor; and the Company and the Initial Guarantor have requested the Trustee to join with them in the execution and delivery of this First Supplemental Indenture;

WHEREAS the Trustee has received from the Company and the Initial Guarantor an Officers' Certificate and an Opinion of Counsel, each complying with the terms of Sections 4.11, 5.01, 10.07 and 11.04 of the Indenture; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Initial Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Assumption by the Company. The Company hereby assumes the Escrow Issuer's obligations for the due and punctual payment of the principal of and interest, Applicable Premium, if any, and Additional Interest, if any, on all Securities issued pursuant to the Indenture and the performance and observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Escrow Issuer. The Company is hereby substituted for, and may exercise every right and power of, the Escrow Issuer under the Indenture with the same effect as if the Company had been named as the Issuer in the Indenture, and the Company is a successor corporation under the Indenture.

3. Notation on Securities. Securities authenticated and delivered after the date hereof may bear the following notation, which may be stamped or imprinted thereon:

"In connection with the merger of NCR Escrow Corp. (the "Escrow Issuer") with and into NCR Corporation (the "Company") and pursuant to the First Supplemental Indenture dated as of January 10, 2014, the Company has assumed the Escrow Issuer's obligations for the due and punctual payment of the principal of and interest, Applicable Premium, if any, and Additional Interest, if any, on this Note and the performance and observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Escrow Issuer."

4. Agreement to Guarantee. The Initial Guarantor hereby agrees to unconditionally guarantee the Company's obligations under the Securities on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture and the Securities.

5. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

6. Governing Law. **THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture.

8. Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

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

NCR CORPORATION

By: /s/ Robert P. Fishman

Name: Robert P. Fishman

Title: Senior Vice President and Chief Financial Officer

NCR INTERNATIONAL, INC.

By: /s/ Jennifer M. Daniels

Name: Jennifer M. Daniels

Title: President

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

by

/s/ Andrew M. Sinasky

Name: Andrew M. Sinasky

Title: Vice President

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WITNESSETH:

WHEREAS NCR Escrow Corp., a Delaware corporation and wholly owned subsidiary of the Company (the "Escrow Issuer"), has heretofore executed and delivered to the Trustee an Indenture (the "Indenture") dated as of December 19, 2013, providing for the issuance of 6.375% Senior Notes due 2023 (the "Securities");

WHEREAS the Escrow Issuer has merged with and into the Company, with the Company continuing as the surviving corporation;

WHEREAS Section 5.01(c) of the Indenture provides that, upon the consummation of the Assumption, the Company shall execute and deliver to the Trustee an indenture supplemental thereto, in form satisfactory to the Trustee, whereupon the Company shall be the Successor Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Escrow Issuer under the Indenture;

WHEREAS Section 4.11 of the Indenture provides that, upon the consummation of the Assumption, the Company shall cause each of the Initial Guarantor and Radiant Systems, Inc. ("Radiant") to execute and deliver to the Trustee an indenture supplemental thereto, in form reasonably satisfactory to the Trustee, pursuant to which each of the Initial Guarantor and Radiant shall Guarantee payment of the Securities on the same terms and conditions as those set forth in the Indenture;

WHEREAS the Company hereby represents and warrants that effective as of December 31, 2013, Radiant was merged with and into the Company, as a result of which the Company is the surviving corporation and whereby it acquired all or substantially all of the assets of Radiant;

WHEREAS the execution and delivery of this First Supplemental Indenture has been duly authorized by the Board of Directors of the Company and the Initial Guarantor; and the Company and the Initial Guarantor have requested the Trustee to join with them in the execution and delivery of this First Supplemental Indenture;

WHEREAS the Trustee has received from the Company and the Initial Guarantor an Officers' Certificate and an Opinion of Counsel, each complying with the terms of Sections 4.11, 5.01, 10.07 and 11.04 of the Indenture; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Initial Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Assumption by the Company. The Company hereby assumes the Escrow Issuer's obligations for the due and punctual payment of the principal of and interest, Applicable Premium, if any, and Additional Interest, if any, on all Securities issued pursuant to the Indenture and the performance and observance of each other obligation and covenant set forth in the Indenture to be performed or observed on the part of the Escrow Issuer. The Company is hereby substituted for, and may exercise every right and power of, the Escrow Issuer under the Indenture with the same effect as if the Company had been named as the Issuer in the Indenture, and the Company is a successor corporation under the Indenture.

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4. Agreement to Guarantee. The Initial Guarantor hereby agrees to unconditionally guarantee the Company's obligations under the Securities on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture and the Securities.

5. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

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NCR INTERNATIONAL, INC.

By: /s/ Jennifer M. Daniels

Name: Jennifer M. Daniels

Title: President

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

by

/s/ Andrew M. Sinasky

Name: Andrew M. Sinasky

Title: Vice President



NCR completes acquisition of Digital Insight

DULUTH, Ga., January 10, 2014 – NCR Corporation (NYSE: NCR), the global leader in consumer transaction technologies, today announced that it has completed its previously-announced acquisition of Digital Insight Corporation, a leader in online and mobile banking solutions, from Thoma Bravo, LLC for \$1.65 billion in cash.

“Our acquisition of Digital Insight comes at a time when financial institutions around the world are looking closely at their retail network strategies and searching for an omni-channel consumer experience,” said NCR Chairman and CEO Bill Nuti. “Our Financial Services business is now uniquely positioned with a market-leading SaaS platform to help banks transform their physical and digital business models. This acquisition strengthens NCR’s branch transformation strategy and positions the Company for long-term growth, accelerated margin expansion and earnings appreciation.”

RBC Capital Markets, LLC acted as lead financial advisor to NCR. J.P. Morgan and BofA Merrill Lynch also acted as financial advisors and Womble Carlyle Sandridge & Rice, LLP acted as legal counsel to NCR on the Digital Insight transaction.

About NCR Corporation

NCR Corporation (NYSE: NCR) is the global leader in consumer transaction technologies, turning everyday interactions with businesses into exceptional experiences. With its software, hardware, and portfolio of services, NCR enables more than 450 million transactions daily across the retail, financial, travel, hospitality, telecom and technology industries. NCR solutions run the everyday transactions that make your life easier.

NCR is headquartered in Duluth, Georgia with over 26,000 employees and does business in 180 countries. NCR is a trademark of NCR Corporation in the United States and other countries. NCR encourages investors to visit its web site which is updated regularly with financial and other important information about NCR.

Web site: www.ncr.com

Twitter: [@NCRCorporation](https://twitter.com/NCRCorporation)

Facebook: www.facebook.com/ncrcorp

LinkedIn: www.linkedin.com/company/ncr-corporation

YouTube: www.youtube.com/user/ncrcorporation

Forward-Looking Statements

Note to Investors – This news release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements use words such as “seek,” “potential,” “expect,” “strive,” “continue,” “continuously,” “accelerate,” “anticipate,” “outlook,” “intend,” “plan,” “target,” “believe,” “estimate,” “forecast,” “pursue” and other similar expressions or future or conditional verbs such as “will,” “should,” “would” and “could.” They include statements as to NCR’s plans for the businesses of Digital Insight; the strategic fit of Digital Insight with NCR and its Financial Services line of business, and their effects on NCR’s solutions portfolio; expectations regarding trends in the financial services industry; comments about future market or industry performance or behaviors; and beliefs, expectations, intentions, and strategies, among other things.

Forward-looking statements are based on management’s current beliefs, expectations and assumptions and involve a number of known and unknown risks and uncertainties, many of which are outside of our control. Forward-looking statements are not guarantees of future performance, and there are a number of factors, risks and uncertainties that could cause actual outcomes and results to differ materially from the results contemplated by such forward-looking statements. These and other risks, assumptions and uncertainties are described in our most recent Annual Report on Form 10-K and in other documents that we file or furnish with the Securities and Exchange Commission, which you are encouraged to read. NCR does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Investor Contact

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