
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K/A

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): July 11, 2011

NCR CORPORATION

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-00395
(Commission
File Number)

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

3097 Satellite Blvd., Duluth, Georgia
(Address of Principal Executive Offices)

30096
(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:

- 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))
-
-

EXPLANATORY NOTE

NCR Corporation (“NCR”) is filing this Amendment No. 1 on Form 8-K/A to NCR’s Current Report on Form 8-K, which was originally filed with the Securities and Exchange Commission on July 12, 2011 (the “Original 8-K”), to (i) correct disclosures made under Item 1.01 with respect to the Tender and Voting Agreement entered into by certain director and officer shareholders of Radiant Systems, Inc. (“Radiant”) in connection with the Agreement and Plan of Merger (the “Merger Agreement”) among NCR, Ranger Acquisition Corporation (“Purchaser”) and Radiant pursuant to which NCR will acquire Radiant and (ii) file the First Amendment to Tender and Voting Agreement, dated as of July 21, 2011, by and among NCR, Purchaser and certain director and officer shareholders of Radiant, under Item 9.01.

Except for the foregoing, this Amendment No. 1 does not amend the Original 8-K in any way and does not modify or update any other disclosures contained in the Original 8-K. Accordingly, this Amendment No. 1 should be read in conjunction with the Original 8-K.

Item 1.01. Entry into a Material Definitive Agreement.

Tender and Voting Agreement

On July 11, 2011, in connection with the parties’ entry into the Merger Agreement, certain director and officer shareholders of Radiant (the “Tendering Shareholders”) entered into a tender and voting agreement (the “Tender and Voting Agreement”). Pursuant to the Tender and Voting Agreement, as amended by the First Amendment to Tender and Voting Agreement, dated as of July 21, 2011 (the “Amendment”), the Tendering Shareholders, who hold approximately 3,429,325 shares of the outstanding common stock of Radiant, have agreed to, among other things, tender their shares of Radiant’s common stock into the Offer and vote their shares of Radiant’s common stock: (i) in favor of adopting and approving, if applicable, the Merger Agreement and the transactions contemplated thereby, including but not limited to the Merger and (ii) against third-party acquisition proposals and certain other actions, transactions or proposals involving Radiant or its subsidiaries. In addition, each Tendering Shareholder has agreed (i) to comply with certain restrictions on the disposition of its shares of common stock of Radiant and (ii) not to, directly or indirectly, in his, her or its capacity as a shareholder solicit any other third-party acquisition proposals. Pursuant to its terms, the Tender and Voting Agreement will terminate upon the earlier of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the termination or expiration of the Offer, without any Shares being accepted for payment, (iii) the Effective Time, and (iv) the amendment of the terms of the Offer to reduce the Offer Price or change the form of consideration to be paid for the Shares.

The foregoing description of the Tender and Voting Agreement and the Amendment does not purport to be complete and is qualified in its entirety by reference to the Tender and Voting Agreement, which was previously filed as Exhibit 10.1 to the Original 8-K and incorporated herein by reference and the Amendment, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Forward-looking Statements

This Current Report on Form 8-K (this “Report”) contains forward-looking statements that involve risks, uncertainties and assumptions. If such risks or uncertainties materialize or such assumptions prove incorrect, the results of NCR and its consolidated subsidiaries could differ materially from those expressed or implied by such forward-looking statements and assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including the expected benefits and costs of the transaction; management plans relating to the transaction; the expected timing of the completion of the transaction; the ability to complete the transaction considering the various closing conditions, including those conditions related to regulatory approvals; any statements of the plans, strategies and objectives of management for future operations, including the execution of integration plans; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. Risks, uncertainties and assumptions include the possibility that expected benefits may not materialize as expected; that the transaction may not be timely completed, if at all; that, prior to the completion of the transaction, Radiant’s business may not perform as expected due to transaction-related uncertainty

or other factors; that the parties are unable to successfully implement integration strategies; and other risks that are described in NCR's SEC reports, including but not limited to the risks described in NCR's Annual Report on Form 10-K for its fiscal year ended December 31, 2010 and Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2011. NCR assumes no obligation and does not intend to update these forward-looking statements.

Important Additional Information

This Report relates to a planned tender offer by Purchaser, a wholly-owned subsidiary of NCR, for all shares of outstanding common stock of Radiant, to be commenced pursuant to the Merger Agreement by and among NCR, Purchaser and Radiant.

The tender offer referred to in this Report has not yet commenced. This Report is neither an offer to purchase nor a solicitation of an offer to sell any shares of Radiant. The solicitation and the offer to buy shares of Radiant common stock will be made pursuant to an offer to purchase and related materials that NCR and Purchaser intend to file with the U.S. Securities and Exchange Commission (the "SEC"). At the time the tender offer is commenced, NCR and Purchaser intend to file a Tender Offer Statement on Schedule TO containing an offer to purchase, a form of letter of transmittal and other documents relating to the tender offer and Radiant intends to file a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the tender offer. NCR, Purchaser and Radiant intend to mail these documents to the shareholders of Radiant. These documents will contain important information about the tender offer and shareholders of Radiant are urged to read them carefully when they become available. Investors and shareholders of Radiant will be able to obtain a free copy of these documents (when they become available) and other documents filed by NCR, Purchaser and Radiant with the SEC at the website maintained by the SEC at www.sec.gov. In addition, the tender offer statement and related materials may be obtained for free (when they become available) by directing such requests to NCR Corporation at Attention: Investor Relations, 3097 Satellite Boulevard, Duluth, GA 30096. Investors and shareholders of Radiant may obtain a free copy of the solicitation/recommendation statement and other documents (when they become available) from Radiant by directing requests to Radiant Systems, Inc. at 3925 Brookside Parkway, Alpharetta, GA 30022, Attn: Investor Relations Director.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Tender and Voting Agreement, dated as of July 11, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc., incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by NCR on July 12, 2011.
- 10.2 First Amendment to Tender and Voting Agreement, dated as of July 21, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc.

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/ Jennifer M. Daniels

Jennifer M. Daniels

Senior Vice President, General Counsel and Corporate Secretary

Date: July 21, 2011

EXHIBIT INDEX

- 10.1 Tender and Voting Agreement, dated as of July 11, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc., incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by NCR on July 12, 2011.
- 10.2 First Amendment to Tender and Voting Agreement, dated as of July 21, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc.

**FIRST AMENDMENT TO
TENDER AND VOTING AGREEMENT**

THIS FIRST AMENDMENT TO TENDER AND VOTING AGREEMENT (this "Amendment"), effective as of July 21, 2011, is made by and among NCR Corporation, a Maryland corporation ("Buyer"), Ranger Acquisition Corporation, a Georgia corporation and a wholly-owned subsidiary of Buyer ("Merger Sub") and the Company Shareholders.

WITNESSETH:

WHEREAS, the parties hereto have executed that certain Tender and Voting Agreement, dated as of July 11, 2011 (the "Voting Agreement"); and

WHEREAS, the parties desire to execute this Amendment to amend the Voting Agreement by replacing Schedule I attached thereto with Schedule I attached hereto, pursuant to and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as set forth herein:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Voting Agreement.
2. The Voting Agreement is hereby amended by deleting Schedule I attached to the Voting Agreement in its entirety and inserting in lieu thereof Schedule I attached hereto and incorporated herein by reference.
3. Except as amended hereby, the Voting Agreement shall continue to be in full force and effect, and the execution and delivery of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of either party thereto. Neither this Amendment nor any term hereof may be amended other than by an instrument in writing signed by Buyer, Merger Sub and the Company Shareholders.
4. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered 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 facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.
5. This Amendment, including its existence, validity, construction, and operating effect, and the rights of each of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any conflicts or choice of laws provisions that would cause the application of the domestic substantive laws of any other jurisdiction.
6. The Voting Agreement, as amended by this Amendment, constitutes the entire agreement among the parties with respect to the subject matter thereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the Voting Agreement, as amended hereby.

[SIGNATURE PAGES FOLLOW]

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

NCR CORPORATION

By: /s/ William Nuti

Name: William Nuti

Title: Chairman of the Board, Chief Executive Officer,
President

RANGER ACQUISITION CORPORATION

By: /s/ John G. Bruno

Name: John G. Bruno

Title: Chief Executive Officer and President

[Signature Page to First Amendment to Tender and Voting Agreement]

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

Signature by Individual:

Alon Goren

Print Name of Individual

/s/ Alon Goren

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

John H. Heyman

Print Name of Individual

/s/ John H. Heyman

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Andrew S. Heyman

Print Name of Individual

/s/ Andrew S. Heyman

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Mark E. Haidet

Print Name of Individual

/s/ Mark E. Haidet

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWRORS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Carlyle Taylor

Print Name of Individual

/s/ Carlyle Taylor

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

James S. Balloun

Print Name of Individual

/s/ James S. Balloun

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

- tenants in common; or
 JTWRORS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By: _____
Signature of Authorized Agent

Print Name of Authorized Agent

Title: _____

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

William A. Clement, Jr.

Print Name of Individual

/s/ William A. Clement, Jr.

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWRORS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

J. Alexander M. Douglas, Jr.

Print Name of Individual

/s/ J. Alexander M. Douglas, Jr.

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Philip J. Hickey, Jr.

Print Name of Individual

/s/ Philip J. Hickey, Jr.

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Donna A. Lee
Print Name of Individual

/s/ Donna A. Lee
Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

- tenants in common; or
- JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By: Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

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

Signature by Individual:

Nick Shreiber

Print Name of Individual

/s/ Nick Shreiber

Signature of Individual

Signature by Additional Individual as Co-Owner (jointly or in common):

Print Name of Individual Co-Owner

Signature of Individual Co-Owner

as (check one):

tenants in common; or

JTWROS

Signature by Entity:

Print Name of Partnership, Company, Trust or Other Entity

State of Formation of Entity

By:

Signature of Authorized Agent

Print Name of Authorized Agent

Title:

[Signature Page to First Amendment to Tender and Voting Agreement Continued]

Schedule I

Company Shareholders

<u>Company Shareholder</u>	<u>Company Common Stock¹</u>	<u>Subject Options</u>
Alon Goren c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	2,803,767 shares ²	148,675 options
John H. Heyman c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	280,204 shares	296,875 options
Andrew S. Heyman c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	142,400 shares	288,401 options
Mark E. Haidet c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	65,654 shares	72,578 options
Carlyle Taylor c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	67,301 shares	62,778 options
James S. Balloun c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	18,889 shares	84,483 options
William A. Clement, Jr. 5726 Registry Oaks Lane SE Mableton, GA 30126	13,322 shares	52,083 options
J. Alexander M. Douglas, Jr. c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	18,889 shares	89,483 options

<u>Company Shareholder</u>	<u>Company Common Stock¹</u>	<u>Subject Options</u>
Philip J. Hickey, Jr. c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	0 shares	0 options
Donna A. Lee c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	18,889 shares	51,083 options
Nick Shreiber c/o Radiant Systems, Inc. 3925 Brookside Parkway Alpharetta, GA 30022	0 shares	0 options

¹ Company Common Stock does not include Subject Options, and is deemed to be amended after the date hereof, without any further action by any of the parties, to include any additional shares of Company Common Stock or other shares of capital stock of the Company owned, beneficially or of record, by such Company Shareholder during the term of this Agreement.

² Alon Goren 150,000 shares are subject to pledge in connection with ownership of property.