

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):
September 9, 2019

Fiserv, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Wisconsin
(State or Other Jurisdiction
of Incorporation)

1-38962
(Commission
File Number)

39-1506125
(IRS Employer
Identification No.)

255 Fiserv Drive, Brookfield, Wisconsin 53045
(Address of Principal Executive Offices, including Zip Code)

(262) 879-5000
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered:
Common stock, par value \$0.01 per share	FISV	The Nasdaq Stock Market LLC
0.375% Senior Notes due 2023	FISV23	The Nasdaq Stock Market LLC
1.125% Senior Notes due 2027	FISV27	The Nasdaq Stock Market LLC
1.625% Senior Notes due 2030	FISV30	The Nasdaq Stock Market LLC
2.250% Senior Notes due 2025	FISV25	The Nasdaq Stock Market LLC
3.000% Senior Notes due 2031	FISV31	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 9, 2019, Fiserv, Inc. (“Fiserv”) and New Omaha Holdings L.P. (“New Omaha”) entered into an Amendment to the Shareholder Agreement and the Registration Rights Agreement (the “Amendment”) that amends the Shareholder Agreement, dated as of January 16, 2019, by and between Fiserv and New Omaha, and the Registration Rights Agreement, dated as of January 16, 2019, by and between Fiserv and New Omaha. The Amendment permits New Omaha to pledge shares of Fiserv common stock, par value \$0.01 per share, as collateral in connection with a loan agreement and a related security agreement by and among New Omaha, as the borrower, and the agents and lenders named therein.

The foregoing description of the Amendment is summary in nature and is qualified in its entirety by reference to such amendment, a copy of which is filed hereto as Exhibit 4.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Amendment to the Shareholder Agreement and Registration Rights Agreement, dated as of September 9, 2019, by and between New Omaha Holdings L.P. and Fiserv, Inc.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be filed on its behalf by the undersigned hereunto duly authorized.

FISERV, INC.

Date: September 9, 2019

By: /s/ Robert W. Hau

Name: Robert W. Hau

Title: Chief Financial Officer and Treasurer

September 9, 2019

New Omaha Holdings L.P.
9 W. 57th Street
Suite 4200
New York, New York 10019

Re: Amendment to Shareholder Agreement and Registration Rights Agreement

Ladies and Gentlemen:

This amendment agreement (this “Agreement”) between New Omaha Holdings L.P. (the “Holder”) and Fiserv, Inc. (the “Company”), dated as of September 9, 2019, amends the RRA and SHA (each as defined below). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the RRA or SHA, as applicable.

WHEREAS, the Holder and the Company entered into that certain Registration Rights Agreement, dated as of January 16, 2019 (the “RRA”);

WHEREAS, the Holder and the Company entered into that certain Shareholder Agreement, dated as of January 16, 2019 (the “SHA”); and

WHEREAS, the Holder and the Company now desire to clarify and amend certain terms of the RRA and SHA in connection with the Holder entering into a certain margin loan agreement and a related security agreement with one or more unaffiliated financial institutions.

NOW THEREFORE, based on the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, notwithstanding anything in the RRA or the SHA to the contrary, the Holder and the Company hereby acknowledge and agree, and hereby amend the RRA and SHA as follows:

1. Section 3.2 of the SHA is hereby amended by (i) deleting the word “or” at the end of clause 3.2(d)(ii)(B) of such Section, (ii) replacing the period at the end of clause 3.2(d)(iii) of such Section with “; or” and (iii) adding the following provisions after clause 3.2(d)(iii) of such Section:

“(iv) pursuant to (A) a pledge of Common Stock to secure obligations of the Holder with respect to borrowed money in connection with the Holder entering into (i) the margin loan agreement (as amended or supplemented from time to time, the “Loan Agreement”) dated September 9, 2019 between the Holder, as borrower, Citibank, N.A., as administrative agent and calculation agent (the “Administrative Agent”) and the lenders party thereto from time to time (collectively, the “Lenders”) and (ii) the Security Agreements to be entered into on or after October 29, 2019 between the Holder and each Lender (as amended or supplemented from time to time, the “Security Agreements” and, together with the Loan Agreement, the “Loan Documents”) or (B) any sale or offer for sale of Common Stock in connection with an exercise of remedies under the Loan Documents following a default in respect of such obligations.

For the avoidance of doubt, notwithstanding the anything to the contrary in this Section 3.2, any agreement or understanding regarding a pledge of Common Stock described in Section 3.2(d)(iv)(A) shall not be considered a breach of this Section.”

2. Section 6(a) of the RRA is hereby amended by adding the words “, which shall include an exception for a pledge of Common Stock to secure obligations of a Holder with respect to borrowed money in connection with the Holder entering into (i) the margin loan agreement (as amended or supplemented from time to time, the “Loan Agreement”) dated September 9, 2019 between the Holder, as borrower, Citibank, N.A., as administrative agent and calculation agent (the “Administrative Agent”) and the lenders party thereto from time to time (collectively, the “Lenders”) and (ii) the Security Agreements to be entered into on or after October 29, 2019 between the Holder and each Lender (as amended or supplemented from time to time, the “Security Agreements” and, together with the Loan Agreement, the “Loan Documents”) and any sale or offer for sale of Common Stock in connection with an exercise of remedies under the Loan Documents following a default in respect of such obligations” following the words “as may be agreed by the managing underwriter(s) and the Holders”.

The RRA and SHA are amended only as expressly provided in this Agreement and shall otherwise remain in full force and effect.

The provisions of Sections 5.7 (Expenses), 5.8 (Notices), 5.9 (Interpretation), 5.10 (Counterparty), 5.11 (Entire Agreement), 5.12 (Waiver of Jury Trial), 5.13 (Governing Law; Jurisdiction), 5.14 (Assigns), 5.15 (Specific Performance), 5.16 (Severability) and 5.17 (Delivery by Facsimile or Electronic Transmission) of the SHA are incorporated by reference herein, *mutatis mutandis*.

[Signature page follows]

Yours truly,

FISERV, INC.

By: /s/ Jeffery W. Yabuki

Name: Jeffery W. Yabuki

Title: Chairman of the Board and Chief Executive Officer

Accepted and agreed,

NEW OMAHA HOLDINGS L.P.

By: New Omaha Holdings LLC, its general partner

By: /s/ Tagar C. Olson
Name: Tagar C. Olson
Title: Vice President, Treasurer and Secretary