
**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): December 13, 2009

XEROX CORPORATION

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation)

001-04471
(Commission File Number)

16-0468020
(I.R.S. Employer
Identification No.)

45 Glover Avenue
P. O. Box 4505
Norwalk, Connecticut
(Address of principal executive offices)

06856-4505
(Zip Code)

Registrant's telephone number, including area code: (203) 968-3000

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 December 13, 2009, Xerox Corporation (“Xerox”) entered into Amendment No. 1 (the “Amendment”) to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of September 27, 2009, among Xerox, Boulder Acquisition Corp., a wholly-owned subsidiary of Xerox, and Affiliated Computer Services, Inc. (“ACS”).

The Amendment amends the Merger Agreement to, among other things, include a non-waivable “majority of the minority” vote approval requirement (the “Minority Approval”). For purposes of the Minority Approval, the affirmative vote of holders of a majority of the outstanding shares of ACS Class A common stock that are not held, directly or indirectly, by holders of ACS Class B common stock, voting as a single, separate class, will be required to adopt the Merger Agreement.

The Amendment was signed in accordance with a Stipulation and Proposed Order, dated as of December 13, 2009, among Xerox, ACS, plaintiffs and certain other parties named in a class action filed by ACS shareholders in the Delaware Court of Chancery related to Xerox’s proposed acquisition of ACS (the “Merger”), in which plaintiffs agreed not to take any action to prevent or delay the Merger from closing.

The description contained in this Item 1.01 of certain terms of the Amendment and the transactions contemplated thereby is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 2.1 and incorporated herein by reference. The Merger Agreement was filed as Exhibit 2.1 to Xerox’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on September 28, 2009, and is incorporated herein by reference.

Additional Information

The proposed merger transaction involving Xerox and ACS will be submitted to the respective stockholders of Xerox and ACS for their consideration. In connection with the proposed merger, Xerox filed with the SEC a registration statement on Form S-4 that included a preliminary joint proxy statement of Xerox and ACS that also constitutes a preliminary prospectus of Xerox and each of the companies may be filing with the SEC other documents regarding the proposed transaction. Xerox will mail the definitive joint proxy statement/prospectus to its stockholders. Xerox and ACS urge investors and security holders to read the definitive joint proxy statement/prospectus regarding the proposed transaction before making any voting or investment decision when it becomes available because it will contain important information. You may obtain a free copy of the joint proxy statement/prospectus, as well as other filings containing information about Xerox and ACS, without charge, at the SEC’s Internet site (<http://www.sec.gov>). Copies of the definitive joint proxy statement/prospectus and the filings with the SEC that will be incorporated by reference in the definitive joint proxy statement/prospectus can also be obtained, when available, without charge, from Xerox’s website, www.xerox.com, under the heading “Investor Relations” and then under the heading “SEC Filings”. You may also obtain these documents, without charge, from ACS’s website, www.acs-inc.com, under the tab “Investor Relations” and then under the heading “SEC Filings”.

Xerox, ACS and their respective directors, executive officers and certain other members of management and employees may be deemed to be participants in the solicitation of proxies from the respective stockholders of Xerox and ACS in favor of the merger. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the respective stockholders of Xerox and ACS in connection with the proposed merger are set forth in the preliminary joint proxy statement/prospectus filed with the SEC. You can find information about Xerox’s executive officers and directors in its definitive proxy statement filed with the SEC on April 6, 2009. You can find information about ACS’s executive officers and directors in its annual report on Form 10-K filed with the SEC on August 27, 2009. You can obtain free copies of these documents from Xerox and ACS websites using the contact information above.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amendment No. 1 to the Agreement and Plan of Merger, dated as of December 13, 2009, among Xerox Corporation, Boulder Acquisition Corp. and Affiliated Computer Services, 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, thereunto duly authorized.

Date: December 14, 2009

XEROX CORPORATION

By: _____ /s/ LAWRENCE A. ZIMMERMAN
Name: Lawrence A. Zimmerman
Title: Vice Chairman and Chief Financial Officer

EXHIBIT INDEX

**Exhibit
No.**

Description

2.1 Amendment No. 1 to the Agreement and Plan of Merger, dated as of December 13, 2009, among Xerox Corporation, Boulder Acquisition Corp. and Affiliated Computer Services, Inc.

**AMENDMENT NO. 1
TO THE
AGREEMENT AND PLAN OF MERGER**

AMENDMENT NO. 1 (this "Amendment") dated as of December 13, 2009 to the Agreement and Plan of Merger (the "Merger Agreement" or the "Agreement") dated as of September 27, 2009, among XEROX CORPORATION, a New York corporation ("Parent"), BOULDER ACQUISITION CORP., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), and AFFILIATED COMPUTER SERVICES, INC., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, Section 7.04 of the Merger Agreement provides for the amendment of the Merger Agreement in accordance with the terms set forth therein;

WHEREAS, the parties hereto desire to amend the Merger Agreement as set forth below; and

WHEREAS, the Board of Directors of each of the parties has approved this Amendment and declared it advisable for the respective parties to enter into this Amendment;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Amendment, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. *Definitions; References.* Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the Merger Agreement. Each reference to "hereof," "herein" and "hereunder" and words of similar import when used in the Merger Agreement shall, from and after the date hereof, refer to the Merger Agreement, as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, as amended hereby, shall in all instances continue to refer to September 27, 2009, references to "the date hereof" and "the date of this Agreement" shall continue to refer to September 27, 2009 and references to the date of the Amendment and "as of the date of the Amendment" shall refer to December 13, 2009.

ARTICLE II

AMENDMENTS TO MERGER AGREEMENT

SECTION 2.01. *Amendment to Section 3.01(m)(x).* Section 3.01(m)(x) of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" with "Requisite Stockholder Approvals."

SECTION 2.02. *Amendment to Section 3.01(s).* Section 3.01(s) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(s) *Voting Requirements.* Except for the vote necessary to satisfy the condition set forth in Section 6.01(a)(i)(y), the affirmative vote of holders of a majority in voting power of the outstanding shares of Company Common Stock, voting together as a single class (the "Company Stockholder Approval"), at the

Company Stockholders' Meeting or any adjournment or postponement thereof is the only vote of the holders of any class or series of capital stock of the Company necessary to adopt this Agreement and approve the Merger and the other transactions contemplated by this Agreement."

SECTION 2.03. *Amendment to Section 4.02(a)*. Section 4.02(a) of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" in the fourth sentence thereof with "Requisite Stockholder Approvals."

SECTION 2.04. *Amendment to Section 4.02(b)*. Section 4.02(b) of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" in the second sentence thereof with "Requisite Stockholder Approvals."

SECTION 2.05. *Amendment to Section 5.01(b)*. Section 5.01(b) of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" in the first sentence thereof with "Requisite Stockholder Approvals."

SECTION 2.06. *Amendment to Section 6.01*. The introduction to Section 6.01 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.01. *Conditions to Each Party's Obligation to Effect the Merger*. The respective obligation of each party to effect the Merger is subject to the satisfaction or (to the extent permitted by Law) waiver by Parent and the Company (other than the conditions set forth in Section 6.01(a) which may not be waived by either Parent or the Company) on or prior to the Closing Date of the following conditions:"

SECTION 2.07. *Amendment to Section 6.01(a)*. Section 6.01(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Stockholder Approvals.

(i)(x) The Company Stockholder Approval and (y) the adoption of this Agreement by the affirmative vote of holders of a majority of the outstanding shares of Company Class A Common Stock (other than those shares of Company Class A Common Stock held, directly or indirectly, by holders of Company Class B Common Stock), voting as a single, separate class ((x) and (y) together, the "Requisite Stockholder Approvals"), shall have been obtained at the Company Stockholders' Meeting or any adjournment or postponement thereof.

(ii) The Parent Stockholder Approval shall have been obtained at the Parent Stockholders' Meeting or any adjournment or postponement thereof."

SECTION 2.08. *Amendment to Section 7.01*. Section 7.01 of the Merger Agreement is hereby amended by replacing the references to "Company Stockholder Approval" in the first sentence of Section 7.01, Section 7.01(b)(iii) and Section 7.01(f) with "Requisite Stockholder Approvals."

SECTION 2.09. *Amendment to Section 7.04*. Section 7.04 of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" in the first sentence thereof with "Requisite Stockholder Approvals."

SECTION 2.10. *Amendment to Section 8.03(f)*. Section 8.03(f) of the Merger Agreement is hereby amended by replacing the reference to "Company Stockholder Approval" thereof with "Requisite Stockholder Approvals."

ARTICLE III

GENERAL PROVISIONS

SECTION 3.01. *No Further Amendment.* Except as expressly amended hereby, the Merger Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Merger Agreement.

SECTION 3.02. *Effect of Amendment.* This Amendment shall form a part of the Merger Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the parties hereto.

SECTION 3.03. *Headings.* The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

SECTION 3.04. *Counterparts.* This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties (including by facsimile or other electronic image scan transaction).

SECTION 3.05. *GOVERNING LAW.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 3.06. *Severability.* If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Amendment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Amendment are fulfilled to the extent possible.

[signature page follows]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

XEROX CORPORATION

By: /S/ LAWRENCE A. ZIMMERMAN
Name: **Lawrence A. Zimmerman**
Title: **Vice Chairman and Chief Financial Officer**

BOULDER ACQUISITION CORP.

By: /S/ LAWRENCE A. ZIMMERMAN
Name: **Lawrence A. Zimmerman**
Title: **Vice President and Treasurer**

AFFILIATED COMPUTER SERVICES, INC.

By: /S/ LYNN R. BLODGETT
Name: **Lynn R. Blodgett**
Title: **President and CEO**