

# 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): **August 7, 2008**

### IAC/InterActiveCorp

(Exact name of registrant as specified in charter)

<b>Delaware</b>	<b>0-20570</b>	<b>59-2712887</b>
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
<b>555 West 18th Street, New York, NY</b> (Address of principal executive offices)		<b>10011</b> (Zip Code)

Registrant's telephone number, including area code: **(212) 314-7300**  
(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 obligation of the registrant under any of the following provisions:

- Written communication 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; Item 3.03 – Material Modification to Rights of Security Holders.**

On August 7, 2008, IAC/InterActiveCorp (“IAC”) and The Bank of New York Mellon (as successor to JPMorgan Chase Bank), as trustee (the “Trustee”), executed a supplemental indenture (the “Supplemental Indenture”) to the indenture, dated as of December 16, 2002 (the “Indenture”), pursuant to which IAC’s 7% Senior Notes due 2013 (the “7% Notes”) were issued, in order to effect certain amendments (the “Amendments”) to the Indenture. When effective pursuant to the terms of the Supplemental Indenture, the Amendments will eliminate substantially all of the restrictive covenants and certain events of default provisions, eliminate certain provisions relating to mergers and consolidations of and transfers of assets by IAC and make certain conforming and related changes to the Indenture and the 7% Notes. The description contained herein is not a complete description of the Supplemental Indenture and is qualified in its entirety by reference to the Supplemental Indenture, a copy which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Since January 2008, Doug Lebda has served as President and Chief Operating Officer of IAC, as well as Chairman and Chief Executive Officer of LendingTree, which consists of the businesses operating within IAC’s Lending and Real Estate reporting segments (“Tree.com”). Mr. Lebda’s employment agreement provides that he shall continue to serve as President and Chief Operating Officer of IAC on a transitional basis until the earlier of the spin-off of Tree.com by IAC or such date as is determined by IAC’s Chief Executive Officer. Given the recent effectiveness of Tree.com’s registration statement on Form S-1 and the related approval of the listing of Tree.com’s common stock on The Nasdaq Stock Market LLC, Mr. Lebda’s tenure as President and Chief Operating Officer on a transitional basis ceased on August 11, 2008.

### **Item 8.01 – Other Events.**

On August 11, 2008, IAC extended the expiration of its previously announced cash tender offer for any and all of its outstanding 7% Notes (the “Tender Offer”). IAC issued a press release announcing the extension, which appears in Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

As previously announced, on July 17, 2008, IAC and its subsidiary Interval Acquisition Corp. (“Interval”) entered into a Notes Exchange and Consent Agreement (the “Notes Exchange Agreement”) with certain institutional holders (the “Noteholders”) of the 7% Notes unaffiliated with IAC that hold in excess of a majority in aggregate principal amount of the outstanding 7% Notes. Under the Notes Exchange Agreement, subject to the terms and conditions of the Notes Exchange Agreement, IAC agreed to exchange (the “Exchange”) \$300 million in aggregate principal amount of new 9.5% senior unsecured notes due 2016 (the “Interval Senior Notes”) to be issued by Interval to IAC for a portion of the 7% Notes held by certain of the Noteholders (the

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“**Exchanging Noteholders**”). The Interval Senior Notes will be issued prior to the pending spinoff (the “**Interval Spin-Off**”) from IAC of Interval Leisure Group, Inc., a wholly owned subsidiary of IAC that at the time of the Interval Spin-Off will be the parent of Interval, and will be exchanged with the Exchanging Noteholders immediately after the Interval Spin-Off. Additionally, in conjunction with the Exchange, IAC agreed in the Notes Exchange Agreement to amend the terms of the Tender Offer, as previously disclosed, so as to increase the price offered for any 7% Notes tendered for cash pursuant to the Tender Offer. The issuance and exchange of the Interval Senior Notes, together with the amended Tender Offer, are being made in connection with the Interval Spin-Off, and are intended to give rise to a succession event (with Interval as the sole successor to IAC) for credit derivatives purposes.

The following table illustrates the expected change, on a pro forma basis, in the amount of Total Obligations<sup>1</sup> of IAC expected to be outstanding following the consummation of the Interval Spin-Off, the purchase of 7% Notes pursuant to the amended Tender Offer and the Exchange (collectively, the “**Transactions**”) as compared to the amount of Total Obligations expected to be outstanding on the day preceding consummation of the Transactions. For purposes of the table, it is assumed that approximately \$277.4 million principal amount of the 7% Notes will be exchanged for \$300 million in principal amount of Interval Senior Notes and approximately \$456.5 million principal amount of the 7% Notes will be tendered for cash into the amended Tender Offer (which amount includes 7% Notes tendered into the Tender Offer by Noteholders pursuant to the Notes Exchange Agreement).

<i>(in \$ millions)</i>	<b>IAC Total Obligations Before the Transactions<sup>2</sup></b>	<b>Principal Amount of IAC Total Obligations Assumed to be Exchanged for Interval Senior Notes</b>	<b>Principal Amount of IAC Total Obligations Assumed to be Tendered Pursuant to the Amended Tender Offer</b>	<b>IAC Total Obligations Expected to be Outstanding Immediately Following the Transactions</b>
<b>IAC 7% Senior Notes due 2013</b>	750.0	277.4	456.5	16.1
<b>Other:</b>	80.0	0.0	0.0	80.0
<b>Total:</b>	830.0	277.4	456.5	96.1

NOTES:

<sup>1</sup> For purposes hereof, the term “Total Obligations” means the outstanding principal amount of IAC’s total obligations (excluding any obligations to IAC’s subsidiaries) of a type, in the form of, or represented by or documented by (A) a bond, note, certificated debt security or other debt security or (B) term loan agreement, revolving loan agreement or other similar credit agreement. For the avoidance of doubt, the phrase “Total Obligations” does not include any obligations of any subsidiaries of IAC that are not guaranteed by IAC.

<sup>2</sup> Amounts reflect principal amount expected to be outstanding as of the day preceding consummation of the Transactions, based on the principal amount outstanding as of August 11, 2008.

**Item 9.01 – Financial Statements and Exhibits.**

(d)

**Exhibits to this Form 8-K**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
4.1	Supplemental Indenture, dated as of August 7, 2008, between IAC/InterActiveCorp (formerly known as USA Interactive), a Delaware Corporation, and The Bank of New York Mellon (as successor to JPMorgan Chase Bank), as trustee
99.1	Press Release of IAC/InterActiveCorp dated August 12, 2008

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**SIGNATURE**

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.

Dated: August 13, 2008

IAC/INTERACTIVE CORP

/s/ Gregory R. Blatt

Name: Gregory R. Blatt

Title: Executive Vice President,  
General Counsel and Secretary

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## EXHIBIT INDEX

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IAC/INTERACTIVECORP

(f/k/a USA Interactive)

as Issuer

AND

THE BANK OF NEW YORK MELLON

(as successor to JPMorgan Chase Bank),

as Trustee

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SUPPLEMENTAL INDENTURE

Dated as of August 7, 2008

supplementing that certain Indenture dated as of December 16, 2002

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7.00% SENIOR NOTES DUE 2013

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SUPPLEMENTAL INDENTURE, dated as of August 7, 2008 (this "Supplemental Indenture"), between IAC/InterActiveCorp (formerly known as USA Interactive), a Delaware corporation (the "Issuer"), and The Bank of New York Mellon (as successor to JPMorgan Chase Bank), as trustee (the "Trustee") under the Indenture (as hereinafter referred to).

WITNESSETH

WHEREAS the Issuer, USANi LLC, as guarantor, and the Trustee have heretofore entered into an Indenture, dated as of December 16, 2002 (the "Indenture"), providing for the issuance of the Securities;

WHEREAS the Issuer desires to make certain amendments to the Indenture and the Securities, as set forth in Article I below (such amendments, the "Amendments") and has requested that the Trustee execute and deliver this Supplemental Indenture;

WHEREAS pursuant to Section 9.2 of the Indenture, the Issuer and the Trustee may enter into this Supplemental Indenture with the consent of Holders of a majority in aggregate principal amount of the Securities outstanding;

WHEREAS in accordance with Section 9.2 of the Indenture, Holders of a majority in principal amount of the Securities outstanding have consented to the Amendments pursuant to consent documents obtained prior to the date hereof and delivered to the Trustee and the Issuer; and

WHEREAS all things necessary to make this Supplemental Indenture when executed by the parties hereto a valid and binding amendment of and supplement to the Indenture have been done and performed;

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NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed between the Issuer and the Trustee, as follows:

ARTICLE ONE

AMENDMENTS

Section 1.01. Sections 4.2, 4.3, 4.4, 4.6 and 5.1 of the Indenture are hereby removed from the Indenture and shall have no further force or effect, and each of the foregoing sections is hereby replaced with the following text: “[Reserved]”.

Section 1.02. Section 6.1 of the Indenture is hereby amended and restated in its entirety to read as follows:

“SECTION 6.1. *Events of Default*. An “Event of Default” occurs with respect to the Securities if:

- (1) the Issuer defaults in any payment of interest (including Additional Interest) on any Security when the same becomes due and payable, and such default continues for a period of 30 days;
- (2) the Issuer defaults in the payment of the Principal of any Security when the same becomes due and payable at its Stated Maturity, upon optional redemption, upon declaration or otherwise;
- (3) [Reserved];
- (4) [Reserved];
- (5) [Reserved];
- (6) the Issuer pursuant to or within the meaning of any Bankruptcy Law:
  - (A) commences a voluntary case;
  - (B) consents to the entry of an order for relief against it in an involuntary case in which it is the debtor;
  - (C) consents to the appointment of a Custodian of it or for any substantial part of its property; or
  - (D) makes a general assignment for the benefit of its creditors; oror takes any comparable action under any foreign laws relating to insolvency;

Supplemental Indenture

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(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

- (A) is for relief against the Issuer in an involuntary case;
- (B) appoints a Custodian of the Issuer or for any substantial part of its property; or
- (C) orders the winding up or liquidation of the Issuer;

(or any similar relief is granted under any foreign laws) and the order, decree or relief remains unstayed and in effect for 60 consecutive days; or

(8) the Guarantee ceases to be in full force and effect during its term or the Guarantor denies or disaffirms in writing its obligations under the terms of this Indenture or the Guarantee, in each case, other than any such cessation, denial or disaffirmation in connection with the termination of the Guarantee pursuant to Section 10.2.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The term “Bankruptcy Law” means Title 11, *United States Code*, or any similar Federal or state law for the relief of debtors. The term “Custodian” means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.”

Section 1.03. Section 8.1(c) of the Indenture is hereby amended and restated in its entirety to read as follows:

“Notwithstanding clauses (a) and (b) above, the Issuer’s obligations in Sections 2.3, 2.4, 2.5, 2.10, 4.1, 4.5, 7.7, 7.8, 8.4, 8.5 and 8.6 and Section 2.3 of the Appendix shall survive until the Securities have been paid in full. Thereafter, the Issuer’s and the Trustee’s obligations in Sections 7.7, 8.4 and 8.5 shall survive such satisfaction and discharge.”

Section 1.04. Section 13 of each Initial Security is hereby amended and restated in its entirety to read as follows:

#### “13. *Defaults and Remedies*

Under the Indenture, Events of Default include (i) default for 30 days in payment of interest on the Securities; (ii) default in payment of Principal on the Securities at maturity, upon redemption pursuant to paragraph 5 of the Securities, upon declaration or otherwise; (iii) except as contemplated by the terms of the Indenture, the Guarantee ceasing to be in full force and effect or the Guarantor denying or disaffirming in writing its obligations under the Indenture or the Guarantee and (iv) certain events of bankruptcy or insolvency involving the Issuer.

Supplemental Indenture

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If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Securities may declare all the Securities to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Securities being due and payable immediately upon the occurrence of such Events of Default. Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of Principal or interest) if it determines that withholding notice is not opposed to their interest.”

Section 1.05. Section 12 of each Exchange Security is hereby amended and restated in its entirety to read as follows:

*“12. Defaults and Remedies*

Under the Indenture, Events of Default include (i) default for 30 days in payment of interest on the Securities; (ii) default in payment of principal on the Securities at maturity, upon redemption pursuant to paragraph 5 of the Securities, upon declaration or otherwise; (iii) except as contemplated by the terms of the Indenture, the Guarantee ceasing to be in full force and effect or the Guarantor denying or disaffirming in writing its obligations under the Indenture of the Guarantee or (iv) certain events of bankruptcy or insolvency with respect to the Issuer.

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Securities may declare all the Securities to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Securities being due and payable immediately upon the occurrence of such Events of Default.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of Principal or interest) if it determines that withholding notice is not opposed to their interest.”

Supplemental Indenture

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ARTICLE TWO

MISCELLANEOUS

Section 2.01. This Supplemental Indenture shall be effective upon its execution by the Issuer and the Trustee in accordance herewith, but the Amendments shall (a) operate to amend the Indenture to the extent provided herein and (b) become effective only if, and on the date that, the Company delivers an Officers' Certificate to the Trustee stating that the conditions set forth in Sections 8(a) and (b) of the Notes Exchange and Consent Agreement, dated as of July 17, 2008, among the Noteholders (as defined therein) party thereto, the Issuer and Interval Acquisition Corp. are satisfied or deemed satisfied for purposes of Section 5(a) thereof. If the Trustee has not received such an Officers' Certificate within 90 days of the date hereof the Amendments shall be ineffective.

Section 2.02. Capitalized terms used in this Supplemental Indenture that have not otherwise been defined herein shall have the meanings assigned thereto in the Indenture. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 2.03. Except as amended hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.04. This Supplemental Indenture is supplemental to the Indenture, and the Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 2.05. If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act of 1939 (the "TIA") that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, such provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any

Supplemental Indenture

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provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

Section 2.06. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and this Supplemental Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 2.07. Nothing in this Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Securities.

Section 2.08. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

Section 2.09. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

Section 2.10. The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Supplemental Indenture

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Section 2.11. The recitals and statements herein contained are made by the Issuer and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

[SIGNATURES APPEAR ON NEXT PAGE]

Supplemental Indenture

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

IAC/INTERACTIVECORP,  
as Issuer

By:/s/ Gregory R. Blatt

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Name: Gregory R. Blatt  
Title: Executive Vice President, General  
Counsel and Secretary

THE BANK OF NEW YORK MELLON,  
as Trustee

By:/s/ Sherma Thomas

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Name: Sherma Thomas  
Title: Assistant Treasurer

Supplemental Indenture

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## IAC EXTENDS EXPIRATION TIME IN CONNECTION WITH ITS TENDER OFFER FOR ITS 7% SENIOR NOTES DUE 2013

**NEW YORK – August 12, 2008** – IAC (NASDAQ: IACI) announced today, in connection with its previously announced cash tender offer for any and all of its outstanding 7% Senior Notes due 2013 (the “Notes”) (CUSIP Nos. 902984AD5 & 902984AC7 / ISINs US902984AD51, US902984AC78 & USU9033KAA26) and related consent solicitation, that it is extending the Expiration Time (as defined in the Amended and Restated Offer to Purchase and Consent Solicitation Statement dated July 24, 2008 (the “Amended Offer to Purchase”)) from Midnight, New York City time, on Monday, August 11, 2008, to 12:01 a.m., New York City time, on Wednesday, August 20, 2008. Holders who previously have tendered Notes do not need to retender their Notes or take any other action in response to this extension. As of 5:00 p.m., New York City time, on August 11, 2008, Notes with an aggregate principal amount of \$456,476,000 had been tendered pursuant to the tender offer.

The tender offer will expire at 12:01 a.m., New York City time, on August 20, 2008, unless further extended or earlier terminated by IAC. The consent solicitation expired at 5:00 p.m., New York City time, on August 4, 2008. The tender offer and consent solicitation are subject to the satisfaction of certain conditions, as described in the Amended Offer to Purchase. Except for the extension of the Expiration Time described above, the complete terms and conditions of the tender offer and consent solicitation are described in the Amended Offer to Purchase and related Amended and Restated Letter of Transmittal and Consent.

IAC has retained Morgan Stanley & Co., Incorporated to act as the Dealer Manager for the tender offer and the Solicitation Agent for the consent solicitation. Questions regarding the tender offer and the consent solicitation may be directed to Morgan Stanley at (800) 624-1808 (toll-free) or (212) 761-1941 (collect) (Attn: Liability Management). Requests for documentation may be directed to MacKenzie Partners, Inc., the Information Agent for the tender offer and consent solicitation, at (800) 322-2885 (toll-free) or (212) 929-5500 (collect).

This press release is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell the Notes. This press release also is not a solicitation of consents to the proposed amendments to the indenture and the Notes. The tender offer and consent solicitation are being made solely by means of the tender offer and consent solicitation documents, including the Amended Offer to Purchase that IAC has distributed to holders of Notes. The tender offer and consent solicitation are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

### Important Information

The matters discussed herein contain forward-looking statements. These statements involve risks and uncertainties. Additionally, IAC is subject to other risks and uncertainties set forth in its filings with the Securities and Exchange Commission. These risks and uncertainties could cause actual results to differ materially from any forward-looking statements made herein.

### About IAC

IAC operates leading and diversified businesses in sectors being transformed by the internet, online and offline... our mission is to harness the power of interactivity to make daily life easier and more productive for people all over the world. To view a full list of the companies of IAC please visit our website at <http://iac.com>.

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## Contacts

IAC Investor Relations:  
Eoin Ryan  
(212) 314-7400

IAC Corporate Communications:  
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(212) 314-7470/ 7326

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