
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): June 7, 2019

Realogy Holdings Corp.

(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-35674 (Commission File Number)	20-8050955 (IRS Employer Identification No.)
---	---------------------------------------	---

Realogy Group LLC

(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	333-148153 (Commission File Number)	20-4381990 (IRS Employer Identification No.)
---	--	---

175 Park Avenue
Madison, NJ 07940

(Address of principal executive offices) (Zip Code)

(973) 407-2000

(Registrant's telephone number, including area code)

None

(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
Realogy Holdings Corp.	Common Stock, par value \$0.01 per share	RLGY	New York Stock Exchange
Realogy Group LLC	None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 June 7, 2019, Realogy Group LLC (“Realogy Group”), an indirect subsidiary of Realogy Holdings Corp. (“Realogy Holdings”), and certain of its subsidiaries amended the existing Apple Ridge Funding LLC securitization program utilized by Realogy Group's relocation services operating unit, Cartus Corporation (“Cartus”). The amendment and extension was effected pursuant to the Twelfth Omnibus Amendment dated as of June 7, 2019, by and among Cartus, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC (the “Issuer”), Realogy Group, U.S. Bank National Association, as indenture trustee, paying agent, authentication agent, and transfer agent and registrar, the managing agents party to the Note Purchase Agreement (as defined below) and Crédit Agricole Corporate and Investment Bank (“CA-CIB”), as administrative agent (the “Omnibus Amendment”). The managing agents that are parties to the Note Purchase Agreement and the Omnibus Amendment are CA-CIB, The Bank of Nova Scotia, Wells Fargo Bank, National Association, and Barclays Bank PLC.

The Omnibus Amendment, among other things, amends the Note Purchase Agreement dated as of December 14, 2011, as amended, by and among the Issuer, Cartus, the managing agents, committed purchasers and conduit purchasers named therein, and CA-CIB, as administrative agent, to extend the securitization program until June 5, 2020, subject to extension for an additional period of 364 days.

The parties to the Omnibus Amendment and their respective affiliates have performed and may in the future perform, various commercial banking, investment banking and other financial advisory services for Realogy Holdings and its subsidiaries for which they have received, and will receive, customary fees and expenses.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Twelfth Omnibus Amendment, dated as of June 7, 2019, among Cartus Corporation, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC, Realogy Group LLC, U.S. Bank National Association, the managing agents party to the Note Purchase Agreement dated December 14, 2011, as amended, and Crédit Agricole Corporate and Investment Bank.

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.

REALOGY HOLDINGS CORP.

By: /s/ Charlotte C. Simonelli

Charlotte C. Simonelli, Executive Vice President, Chief Financial Officer and Treasurer

Date: June 7, 2019

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.

REALOGY GROUP LLC

By: /s/ Charlotte C. Simonelli

Charlotte C. Simonelli, Executive Vice President, Chief Financial Officer and Treasurer

Date: June 7, 2019

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Twelfth Omnibus Amendment, dated as of June 7, 2019, among Cartus Corporation, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC, Realogy Group LLC, U.S. Bank National Association, the managing agents party to the Note Purchase Agreement dated December 14, 2011, as amended, and Crédit Agricole Corporate and Investment Bank.</u>

EXECUTION VERSION

TWELFTH OMNIBUS AMENDMENT
(Apple Ridge Funding LLC)

THIS Twelfth Omnibus Amendment (this "Amendment") is entered into this 7th day of June, 2019 for the purpose of making amendments to the documents described in this Amendment.

WHEREAS, this Amendment is among (i) Cartus Corporation, a Delaware corporation ("Cartus"), (ii) Cartus Financial Corporation, a Delaware corporation ("CFC"), (iii) Apple Ridge Services Corporation, a Delaware corporation ("ARSC") (iv) Apple Ridge Funding LLC, a limited liability company organized under the laws of the State of Delaware (the "Issuer"), (v) Realogy Group LLC (f/k/a Realogy Corporation), a Delaware limited liability company ("Realogy"), (vi) U.S. Bank National Association, a national banking association ("U.S. Bank"), as indenture trustee (the "Indenture Trustee"), paying agent, authentication agent, and transfer agent and registrar, (vii) the Managing Agents party to the Note Purchase Agreement defined below, and (viii) Crédit Agricole Corporate and Investment Bank ("CA-CIB"), as Administrative Agent and Lead Arranger (the "Administrative Agent").

WHEREAS, this Amendment relates to the following documents (as such documents have previously been amended):

(i) Purchase Agreement, dated as of April 25, 2000 (the "Purchase Agreement"), by and between Cartus and CFC;

(ii) Transfer and Servicing Agreement, dated as of April 25, 2000 (the "Transfer and Servicing Agreement"), by and among ARSC, as transferor, Cartus, as originator and servicer, CFC, as originator, the Issuer, as transferee, and the Indenture Trustee;

(iii) Receivables Purchase Agreement, dated as of April 25, 2000 (the "Receivables Purchase Agreement"), by and between CFC and ARSC;

(iv) Master Indenture, dated as of April 25, 2000 (the "Master Indenture"), by and between the Issuer and U.S. Bank, as indenture trustee, paying agent, authentication agent and transfer agent and registrar;

(v) Series 2011-1 Indenture Supplement dated as of December 16, 2011 (the "Indenture Supplement") by and between the Issuer and U.S. Bank, as indenture trustee, paying agent, authentication agent and transfer agent and registrar;

(vi) Note Purchase Agreement, dated as of December 14, 2011 (the "Note Purchase Agreement"), among the Issuer, Cartus, as Servicer, the financial institutions and commercial paper conduits party thereto and the Administrative Agent, relating to the Series 2011-1 Secured Variable Funding Notes.

WHEREAS, the Purchase Agreement, the Transfer and Servicing Agreement, the Receivables Purchase Agreement, the Master Indenture, the Indenture Supplement and the Note Purchase Agreement are collectively referred to in this Amendment as the “Affected Documents”; and

WHEREAS, terms used in this Amendment and not defined herein shall have the meanings assigned to such terms in the Master Indenture, and, if not defined therein, as defined in the Indenture Supplement:

NOW, THEREFORE, the parties hereto hereby recognize and agree:

1. Amendments to Master Indenture. Effective as of the date hereof, Section 1.01 of the Master Indenture is hereby amended as follows:

- (a) A new definition “Designated Obligor” is hereby added in appropriate alphabetical order to read as follows:

“**Designated Obligor**” shall mean that Obligor specified as the “Designated Obligor” in that certain letter agreement, dated June 7, 2019, by and between the Issuer and the Indenture Trustee, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

- (b) The definition of “Overconcentration Amount” is hereby amended and restated in its entirety to read as follows:

“**Overconcentration Amount**” shall mean, as of any date of determination, an amount equal to the *sum* of: (a) the greater of: (i) the excess, if any, of (A) the aggregate Modified Receivable Balances owing by (or, if less, the Obligor Limits of) the Obligors (excluding the Special Obligors and the Eligible Governmental Obligors) who are the Obligors in respect of the five largest aggregate Modified Receivable Balances *over* (B) an amount equal to 20% (if the Designated Obligor is then a Special Obligor) or 25% (if the Designated Obligor is not then a Special Obligor) of the Aggregate Receivable Balance, and (ii) the excess, if any, of (A) the aggregate Modified Receivable Balances owing by (or, if less, the Obligor Limits of) the Obligors (excluding the Special Obligors and the Eligible Governmental Obligors) who are the Obligors in respect of the ten largest aggregate Modified Receivable Balances *over* (B) an amount equal to 30% (if the Designated Obligor is then a Special Obligor) or 35% (if the Designated Obligor is not then a Special Obligor) of the Aggregate Receivable Balance, *plus* (b) the sum of the aggregate amount with respect to each Obligor (excluding Eligible Governmental Obligors) of the excess, if any, of (i) the aggregate Modified Receivable Balance owing by such Obligor *over* (ii) the Obligor Limit with respect to such Obligor, *plus* (c) the amount by which the aggregate Modified Receivable Balances owing by all Foreign Obligors exceeds 10% of the Aggregate Receivable Balance, *plus* (d) the

sum of the aggregate amounts, with respect to each Eligible Governmental Obligor, of the excess, if any, of the Modified Receivable Balance owing by such Eligible Governmental Obligor *over* 1% of the Aggregate Receivables Balance.

2. Amendments to Note Purchase Agreement. Effective as of the date hereof, the Note Purchase Agreement is hereby amended as follows:

(a) The definition of “Commitment Termination Date” set forth in Section 1.01 of the Note Purchase Agreement is hereby amended to delete therefrom the reference to “June 7, 2019” and to substitute therefor the date “June 5, 2020”.

(b) Article VII of the Note Purchase Agreement is hereby amended to add the following language as a new Section 7.16:

SECTION 7.16. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Purchaser, any Managing Agent or the Administrative Agent that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Purchaser, Managing Agent or the Administrative Agent of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Purchaser, any Managing Agent or the Administrative Agent that is a Covered Entity or a BHC Act Affiliate of such Purchaser, Managing Agent or the Administrative Agent becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Purchaser, Managing Agent or the Administrative Agent are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 7.16, the following terms have the following respective meanings:

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

3. Waiver of Delivery. Each of the Managing Agents signatory hereto waives any prior notice or delivery requirement set forth in the Transaction Documents with respect to this Amendment (including, without limitation, pursuant to Section 10.02 of the Master Indenture and Section 2.05(b) of the Note Purchase Agreement).
4. Conditions Precedent. This Amendment shall be effective upon (a) the Indenture Trustee’s receipt of counterparts to (i) this Amendment and (ii) that certain Renewal Fee Letter, dated the date hereof (the “Renewal Fee Letter”), by and between the Issuer and each Managing Agent, in each case, duly executed by each of the parties thereto, (b) the Issuer’s payment of all fees required to be paid on or prior to the date hereof in accordance with the Renewal Fee Letter in accordance with the terms thereof and (c) the Issuer’s payment and/or reimbursement, to the extent invoiced, of the Administrative Agent’s, each Managing Agent’s and each Purchaser’s reasonable costs and expenses incurred in connection with this Amendment and the other Transaction Documents.
5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.
6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

7. References to and Effect on Affected Documents. On and after the date hereof: (i) all references in any Affected Document to “this Agreement,” “hereof,” “herein” or words of similar effect referring to such Affected Document shall be deemed to be references to such Affected Document as amended by this Amendment; (ii) each reference in any of the Affected Documents to any other Affected Document and each reference in any of the other Transaction Documents among the parties hereto to any of the Affected Documents shall each mean and be a reference to such Affected Document as amended by this Amendment; and (iii) each reference in any Transaction Document among the parties hereto to any of the terms or provisions of an Affected Document which are redefined or otherwise modified hereby shall mean and be a reference to such terms or provisions as redefined or otherwise modified by this Amendment; provided, that, notwithstanding the foregoing or any other provisions of this Amendment, the amendments contained in this Amendment shall not be effective to (x) modify on a retroactive basis any representations or warranties previously made under any Affected Document with respect to Receivables transferred or purported to have been transferred prior to the date hereof, which representations and warranties shall continue to speak as of the dates such Receivables were transferred and based on the terms and provisions of the Affected Documents as in effect at such time or (y) otherwise modify the terms of any transfer or purported transfer of any Receivable transferred or purported to be transferred pursuant to an Affected Document prior to the date hereof.
8. Reaffirmation of Performance Guaranty. Effective as of the date hereof, Realogy, in its capacity as the Performance Guarantor under the Performance Guaranty, hereby consents to this Amendment and acknowledges and agrees that the Performance Guaranty remains in full force and effect is hereby reaffirmed, ratified and confirmed.
9. No Waiver. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Affected Documents other than as set forth herein, each of which Affected Documents, as modified hereby, remains in full force and effect and is hereby reaffirmed, ratified and confirmed.
10. Issuer Representations re: Outstanding Series. As of the date hereof, the Issuer represents and warrants that the Series 2011-1 Notes are the only Notes outstanding under the Master Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

CARTUS CORPORATION

By: /s/ Eric J. Barnes
Name: Eric J. Barnes
Title: SVP & CFO

CARTUS FINANCIAL CORPORATION

By: /s/ Eric J. Barnes
Name: Eric J. Barnes
Title: SVP & CFO

APPLE RIDGE SERVICES CORPORATION

By: /s/ Eric J. Barnes
Name: Eric J. Barnes
Title: SVP & CFO

APPLE RIDGE FUNDING LLC

By: /s/ Eric J. Barnes
Name: Eric J. Barnes
Title: SVP & CFO

REALOGY GROUP LLC

By: /s/ Seth Truwit
Name: Seth Truwit
Title: SVP and Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee, Paying Agent,
Authentication Agent and Transfer Agent and Registrar

By: /s/ Brian Giel
Name: Brian Giel
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as
Administrative Agent and a Managing Agent

By: /s/ Kostantina Kourmpetis
Name: Kostantina Kourmpetis
Title: Managing Director

By: /s/ Sam Pilcer
Name: Sam Pilcer
Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Managing Agent

By: /s/ Michelle C. Phillips
Name: Michelle C. Phillips
Title: Managing Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Managing Agent

By: /s/ Dale Abernathy
Name: Dale Abernathy
Title: Vice President

BARCLAYS BANK PLC, as a Managing Agent

By: /s/ David Hufnagel
Name: David Hufnagel
Title: Director