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**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: January 27, 2021**

**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.)

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**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 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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On January 27, 2021, Realogy Group LLC, a Delaware limited liability company (“Realogy Group”), an indirect wholly-owned subsidiary of Realogy Holdings Corp. (“Realogy Holdings” and, together with its wholly-owned subsidiaries, including Realogy Group, collectively, the “Company,” “we,” “us” or “our”), entered into (1) a tenth amendment (the “Tenth Amendment”) to the Amended and Restated Credit Agreement, dated as of March 5, 2013 (as amended, amended and restated, modified or supplemented from time to time, the “Credit Agreement”), among Realogy Intermediate Holdings LLC (“Intermediate Holdings”), Realogy Group, the several lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent; and (2) a fourth amendment (the “Fourth Amendment”) to the Term Loan Agreement, dated as of October 23, 2015 (as amended, amended and restated, modified or supplemented from time to time, the “Term Loan A Agreement”), among Intermediate Holdings, Realogy Group, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent.

The Tenth Amendment and Fourth Amendment are referred to collectively herein as the “2021 Amendments.” The term loan A facility under the Term Loan A Agreement is referred to herein as the “Term Loan A Facility”. The term loan B facility and revolving credit facility under the Credit Agreement are referred to herein as the “Term Loan B Facility” and “Revolving Credit Facility”, respectively.

The 2021 Amendments:

- extend the maturity for approximately \$237 million of the approximately \$434 million balance of the Term Loan A Facility (the "Extended Term Loan A Facility") after giving effect to the application of a \$250 million pay down of the Term Loan A Facility using a portion of the net proceeds from the January 11, 2021 issuance of the 5.75% Senior Notes due 2029, from February 2023 to February 2025, subject to the foregoing:
  - if on or before March 2, 2023, the 4.875% Senior Notes have not been extended, refinanced or replaced to have a maturity date after May 10, 2025 (or are not otherwise discharged, defeased or repaid by March 2, 2023), the maturity date of the Extended Term Loan A Facility will be March 2, 2023;
  - if on or before November 9, 2024, the Term Loan B Facility is not extended, refinanced or replaced to have a maturity date after May 10, 2025 (or otherwise repaid prior to November 9, 2024), the maturity date of the Extended Term Loan A Facility will be November 9, 2024;
- extend the maturity of approximately \$948 million of the \$1,425 million Revolving Credit Facility (the "Extended Revolving Credit Facility") from February 2023 to February 2025, subject to the earlier springing maturity dates applicable to the Extended Term Loan A Facility described above; and
- make certain modifications to the Credit Agreement and Term Loan A Agreement, including amendments that reduce the maximum permitted senior secured leverage ratio (the financial covenant under such agreements) for the applicable trailing twelve-month period to below the levels that had been permitted under the amendments to the Credit Agreement and Term Loan A Agreement that we entered into on July 24, 2020 (collectively, the "2020 Amendments"), as follows:

<u>Fiscal Quarter Ending</u>	<u>Senior Secured Leverage Ratio</u>
December 31, 2020 to June 30, 2021	5.25 to 1.00
September 30, 2021 to March 31, 2022	5.00 to 1.00
June 30, 2022 and thereafter	4.75 to 1.00

The other covenants in the Credit Agreement and Term Loan A Agreement that were tightened under the 2020 Amendments will remain in place under the 2021 Amendments until the Company issues its financial results for the third quarter of 2021 and concurrently delivers an officer’s certificate to its lenders showing compliance with the senior secured leverage ratio set forth in the above table, subject to earlier termination, which we refer to as the covenant period. If Realogy Group’s senior secured leverage ratio does not exceed 5.00 to 1.00 for the fiscal quarter ending June 30, 2021 (as compared to 5.50 to 1.00 under the 2020 Amendments), the covenant period will end at the time Realogy Group delivers the compliance certificate to the lenders for such period; however, in either instance, the gradual step down in the senior secured leverage ratio described above will continue to apply. As was the case under the 2020 Amendments, Realogy Group also may elect to end the covenant period at any time, provided the senior secured leverage ratio does not exceed 4.75 to 1.00 as of the most recently

ended quarter for which financial statements have been delivered. In such event, the senior secured leverage ratio will reset to the pre-amendment level of 4.75 to 1.00 thereafter.

Under the 2021 Amendments, quarterly amortization payments are required on the Extended Term Loan A Facility, commencing with the quarter ending June 30, 2021, based on a percentage of the principal amount of Extended Term Loan A Facility outstanding as of the date of the Fourth Amendment, as follows: 0.625% per quarter from June 30, 2021 to March 31, 2022; 1.25% per quarter from June 30, 2022 to March 31, 2023; 1.875% per quarter from June 30, 2023 to March 31, 2024; and 2.50% per quarter for periods ending on or after June 30, 2024, with the balance of the Extended Term Loan A Facility due at maturity. No amortization payments are required on the portion of the Term Loan A Facility that was not extended.

The foregoing summary of the 2021 Amendments is not complete and is qualified in its entirety by reference to the full and complete text of the Tenth Amendment and the Fourth Amendment, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2 and incorporated herein by reference.

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

*(d) Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Tenth Amendment, dated as of January 27, 2021, to the Amended and Restated Credit Agreement, dated as of March 5, 2013 (as amended, supplemented or otherwise modified from time to time), among Realogy Intermediate Holdings LLC, Realogy Group LLC, the several lenders parties thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent for the lenders, and the other agents parties thereto.
10.2	Fourth Amendment, dated as of January 27, 2021, to the Term Loan Agreement, dated as of October 23, 2015 (as amended, supplemented or otherwise modified from time to time), among Realogy Intermediate Holdings LLC, Realogy Group LLC, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent for the lenders.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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## 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: January 27, 2021

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: January 27, 2021

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## EXHIBIT INDEX

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**EXTENSION INCREMENTAL ASSUMPTION AGREEMENT AND TENTH AMENDMENT**

EXTENSION INCREMENTAL ASSUMPTION AGREEMENT AND TENTH AMENDMENT, dated as of January 27, 2021 (this "Agreement"), among Realogy Intermediate Holdings LLC ("Holdings"), Realogy Group LLC (the "Borrower"), the Extending Lenders (as defined below), the Consenting Lenders (as defined below) and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank").

WITNESSETH:

WHEREAS, reference is made to the Amended and Restated Credit Agreement, dated as of March 5, 2013 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Holdings, the Borrower, the several lenders from time to time parties thereto (the "Lenders"), the Administrative Agent and the other agents parties thereto;

WHEREAS, the Borrower has requested (i) an extension of the maturity date of each applicable Lender's Revolving Facility Commitment pursuant to Section 2.20 of the Credit Agreement and (ii) to modify certain other terms of the Credit Agreement in connection therewith;

WHEREAS, such extension will be established pursuant to Section 2.20(e) of the Credit Agreement by implementing an Incremental Revolving Facility Commitment for such Lender having the terms of such Extended Revolving Facility Commitment;

WHEREAS, JPMorgan Chase Bank, N.A. is the lead arranger and bookrunner for the Agreement (in such capacity, the "Lead Arranger"), and Barclays Bank PLC, Truist Bank, Goldman Sachs Bank USA, Credit Agricole Corporate and Investment Bank, Citizens Bank, N.A., Bank of America, N.A., BMO Capital Markets Corp. and Santander Bank, N.A. are each Extending Lenders (as defined below) and are the joint lead arrangers and joint bookrunners for the Agreement;

WHEREAS, each Lender party hereto designated as an "Extending Lender" in its signature page to this Agreement (such Lender, an "Extending Lender") is willing to agree to the extension of the maturity date of all of its Revolving Facility Commitments and Revolving Facility Loans on the terms set forth herein and shall constitute an Extending Lender under the Credit Agreement (with each non-extending Revolving Facility Lender, a "Non-Extending Lender"); and

WHEREAS, pursuant to Section 10.08 of the Credit Agreement, Holdings, the Borrower, each Lender party hereto designated as a "Consenting Lender" in its signature page to this Agreement (such Lender, a "Consenting Lender") wish to make certain other amendments to the Credit Agreement as set forth in Section 4 herein, with such amendments requiring the consent of the Majority Lenders under the Revolving Facility (and without the consent of the Required Lenders) as if the Revolving Facility were the only Facility under the Credit Agreement as of the date hereof.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Extended Revolving Facility Commitment.

(a) The Borrower has requested an Extended Revolving Facility Commitment from each Extending Lender (the Extended Revolving Facility Commitment of such Extending Lender, the “Extended 2025 Revolving Commitments”) on the terms set forth herein and that, in connection therewith, each Extending Lender provide an Incremental Revolving Facility Commitment having the terms of such Extended 2025 Revolving Commitment. The date on which each such Extended 2025 Revolving Commitment becomes effective will be the Tenth Amendment Effective Date (as defined below). The Extended 2025 Revolving Commitment of any Extending Lender will be the amount set forth opposite such Lender on Schedule 2.01 (as amended pursuant to Section 3 hereof) to the Credit Agreement.

(b) On the Tenth Amendment Effective Date, this Agreement shall constitute an “Incremental Assumption Agreement” pursuant to Section 2.20(f) of the Credit Agreement, and each Extending Lender’s Revolving Facility Commitment existing at the time of the Tenth Amendment Effective Date will be automatically designated an Extended 2025 Revolving Commitment. For purposes of the Credit Agreement and the other Loan Documents, each Extending Lender will be deemed to have an Incremental Revolving Facility Commitment having the terms of such Extended 2025 Revolving Commitment.

(c) The Extended 2025 Revolving Commitments, and the loans made thereunder (the “Extended 2025 Revolving Loans”), shall have the same terms and conditions as those of the Extended 2023 Revolving Commitments and the Extended 2023 Revolving Loans existing at the time of the Tenth Amendment Effective Date, except that the “Revolving Facility Maturity Date” shall mean (a) with respect to the Extended 2023 Revolving Commitments and the Extended 2023 Revolving Loans, February 8, 2023 and (b) with respect to the Extended 2025 Revolving Commitments and the Extended 2025 Revolving Loans, February 8, 2025; provided that (i) in the event the 4.875% Senior Unsecured Notes (as defined below) are not extended, refinanced or replaced by the 91<sup>st</sup> day prior to the stated maturity thereof (such 91<sup>st</sup> day, the “Springing 2023 Maturity Date,” which as of the Tenth Amendment Effective Date is, March, 2, 2023) to have a maturity date after May 10, 2025, and are not otherwise discharged, defeased or repaid prior to the Springing 2023 Maturity Date, the Revolving Facility Maturity Date with respect to the Extended 2025 Revolving Commitments and the Extended 2025 Revolving Loans will instead be the Springing 2023 Maturity Date or (ii) in the event the Term B Loans are not extended, refinanced or replaced by the 91<sup>st</sup> day prior to the stated maturity thereof (such 91<sup>st</sup> day, the “Springing 2025 Maturity Date,” which as of the Tenth Amendment Effective Date, is November 9, 2024) to have a maturity date after May 10, 2025, and are not otherwise repaid prior to the Springing 2025 Maturity Date, the Revolving Facility Maturity Date with respect to the Extended 2025 Revolving Commitments and the Extended 2025 Revolving Loans will instead be the Springing 2025 Maturity Date. As used herein, “4.875% Senior Unsecured Notes” means the Borrower’s 4.875% Senior Notes due 2023 issued pursuant to that certain Indenture, dated as of June 1, 2016, among the Borrower and certain of the Subsidiaries party thereto and the trustee named therein, as amended, restated, supplemented or otherwise modified from time to time. For the avoidance of doubt, “Revolving Facility Commitments” shall be deemed to include the Extended 2025 Revolving Commitments, “Revolving Facility Loans” shall be deemed to include the Extended 2025 Revolving Loans, and, other than payment of any Extended 2023 Revolving Loans on its applicable Revolving Facility Maturity Date (including pursuant to any reallocation described in Section 2(d) below), all payments of Revolving Facility Loans shall be made ratably between the Extended 2023 Revolving Loans and the Extended 2025 Revolving Loans.

(d) Pursuant to Section 2.20(k) of the Credit Agreement, (i) the Borrower agrees to pay or prepay in full all Swingline Loans outstanding on or prior to the date three Business Days prior to the Revolving Facility Maturity Date as applicable to any Non-Extending Lender and not borrow any

Swingline Loans thereafter until the Business Day following such Revolving Facility Maturity Date, (ii) on such Revolving Facility Maturity Date, the participating interests of the Non-Extending Lenders in the continuing Revolving Letters of Credit shall be reallocated to the Extending Lenders ratably in proportion to their Extended 2025 Revolving Commitments (without regard to whether or not the conditions in Section 4.01 of the Credit Agreement can then be satisfied but subject to such Extended 2025 Revolving Commitments then being in effect) to the extent of the Available Unused Commitments with respect to such Extended 2025 Revolving Commitments after giving effect to all other Credit Events and prepayments on such date and (iii) on such Revolving Facility Maturity Date, to the extent the participating interests of the Non-Extending Lenders in the Revolving Letters of Credit are not then reallocated pursuant to the foregoing clause (ii), the Borrower shall provide cash collateral or a back-to-back letter of credit in respect of the non-reallocated portion as contemplated by Section 2.05(c) of the Credit Agreement. The actual or contingent participating interests of the Revolving Facility Lenders in Swingline Loans and Revolving Letters of Credit shall at all times be allocated ratably to all Revolving Facility Lenders, whether extending or non-extending, having Revolving Facility Commitments then in effect. Upon the Revolving Facility Maturity Date applicable to the Extended 2023 Revolving Commitments and the Extended 2023 Revolving Loans, the parties hereto agree that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that the Revolving Facility Loans, after giving effect to such Revolving Facility Maturity Date, are included in each Borrowing of outstanding Revolving Facility Loans on a pro rata basis.

(e) This Agreement constitutes notice to the Administrative Agent of the Extension and the terms of the Extended Revolving Facility Commitments pursuant to Section 2.20(i) of the Credit Agreement.

(f) Notwithstanding anything to the contrary in the Credit Agreement, on and after the Tenth Amendment Effective Date, (i) "Revolving Facility Maturity Date" shall be deemed to have the meaning set forth in Section 2(c) hereof and (ii) any other terms and provisions in the Credit Agreement shall be deemed amended to the extent necessary to reflect the existence and terms of the Extended 2025 Revolving Commitments and this Agreement.

SECTION 3. Amendment to Schedule 2.01 of the Credit Agreement. The Revolving Facility Commitments set forth in Schedule 2.01 of the Credit Agreement is hereby amended and restated in its entirety by the Revolving Facility Commitments set forth in Schedule 2.01 of this Amendment.

SECTION 4. Amendments to Article VI of the Credit Agreement. Section 6.10 of the Credit Agreement is hereby amended as follows:

(a) The table set forth in Section 6.10(a)(i) of the Credit Agreement is hereby amended and restated in its entirety with the following table:

<b>Fiscal Quarter Ending</b>	<b>Senior Secured Leverage Ratio</b>
June 30, 2020 and before	4.75 to 1.00
September 30, 2020	6.50 to 1.00
December 31, 2020	5.25 to 1.00
March 31, 2021	5.25 to 1.00
June 30, 2021	5.25 to 1.00
September 30, 2021	5.00 to 1.00



(b) The table set forth in Section 6.10(b) of the Credit Agreement is hereby amended and restated in its entirety with the following table:

<b>Fiscal Quarter Ending</b>	<b>Senior Secured Leverage Ratio</b>
September 30, 2021	5.00 to 1.00
December 31, 2021	5.00 to 1.00
March 31, 2022	5.00 to 1.00
June 30, 2022 and thereafter	4.75 to 1.00

(c) The definition of “Covenant Relief Termination Date” set forth in Section 6.10(e) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Covenant Relief Termination Date” shall mean, so long as the Early Termination Date has not occurred, the earlier of (x) the date of delivery of the certificate of compliance pursuant to Section 5.04(c) of the Credit Agreement for the fiscal quarter ending September 30, 2021 demonstrating compliance with the Financial Performance Covenant as set forth in Section 6.10(a) and (y) the date of delivery of the certificate of compliance pursuant to Section 5.04(c) of the Credit Agreement demonstrating compliance with a Senior Secured Leverage Ratio of 5.00 to 1.00 for the fiscal quarter ending June 30, 2021.

SECTION 5. Effectiveness. This Agreement (including the Extended Revolving Facility Commitments provided herein) shall become effective as of the date (the “Tenth Amendment Effective Date”) on which the following conditions have been satisfied:

(a) The Administrative Agent (or its counsel) shall have received a duly executed and completed counterpart hereof that bears the signature of (i) the Borrower, (ii) Holdings, (iii) the Administrative Agent, (iv) each Extending Lender, (v) each Consenting Lender representing at least Majority Lenders under the Revolving Facility (as if the Revolving Facility were the only Facility under the Credit Agreement in accordance with Section 10.08 of the Credit Agreement) and (vi) the Issuing Bank.

(b) The Administrative Agent shall have received (i) for its own account, all fees due and payable thereto and (ii) for the account of each Extending Lender, a consent fee in an amount equal to 0.25% of such Lender’s Extended Revolving Facility Commitment.

(c) To the extent invoiced, the Administrative Agent shall have received reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of Simpson Thacher & Bartlett LLP) in connection with this Agreement and any other reasonable out-of-pocket expenses required to be reimbursed or paid by the Loan Parties under the Credit Agreement or under any Loan Document.

(d) No Default or Event of Default shall have occurred and be continuing.

(e) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower, certifying on behalf of the Borrower that, (i) after giving effect to

this Agreement, the representations and warranties set forth in Section 6 of this Agreement are true and correct in all material respects on and as of the Tenth Amendment Effective Date as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date (other than the representations and warranties contained in Section 3.18 of the Credit Agreement, which shall be true and correct in all material respects as of the Tenth Amendment Effective Date)); provided that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects, and (ii) no Default or Event of Default has occurred and is continuing on the Tenth Amendment Effective Date after giving effect to this Agreement.

(f) The Administrative Agent shall have received, on behalf of itself, the Lenders party hereto and the Issuing Bank on the Tenth Amendment Effective Date (after giving effect hereto), a favorable written opinion of (i) Skadden, Arps, Slate, Meagher & Flom LLP, special counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent and (ii) local counsel reasonably satisfactory to the Administrative Agent as specified on Schedule 4.02(b) to the Credit Agreement, in each case (A) dated the Tenth Amendment Effective Date, (B) addressed to the Administrative Agent, the Lenders party hereto and the Issuing Bank and (C) in form and substance reasonably satisfactory to the Administrative Agent and covering such other matters relating to this Agreement and the Loan Documents as the Administrative Agent shall reasonably request.

(g) The Administrative Agent shall have received in the case of each Loan Party each of the items referred to in clauses (i), (ii) and (iii) below:

(i) a copy of the certificate or articles of incorporation, certificate of limited partnership or certificate of formation, including all amendments thereto, of each Loan Party, (A) in the case of a corporation, certified as of a recent date by the Secretary of State (or other similar official) of the jurisdiction of its organization, and a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of each such Loan Party as of a recent date from such Secretary of State (or other similar official) or (B) in the case of a partnership or limited liability company, certified by the Secretary or Assistant Secretary of each such Loan Party;

(ii) a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Tenth Amendment Effective Date and certifying:

(A) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent governing documents) of such Loan Party as in effect on the Tenth Amendment Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below,

(B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of this Agreement and the Loan Documents to which such person is a party and, in the case of the Borrower, the borrowings thereunder, and that such resolutions have not been modified,

rescinded or amended and are in full force and effect on the Tenth Amendment Effective Date,

(C) that the certificate or articles of incorporation, certificate of limited partnership or certificate of formation of such Loan Party has not been amended since the date of the last amendment thereto disclosed pursuant to clause (i) above, and

(D) as to the incumbency and specimen signature of each officer executing any Loan Document (including this Agreement) or any other document delivered in connection herewith on behalf of such Loan Party; and

(iii) a certificate of a director or another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary or similar officer executing the certificate pursuant to clause (ii) above.

(h) The Extending Lenders shall have received a solvency certificate in form and substance reasonably satisfactory to the Administrative Agent and signed by the Chief Financial Officer of the Borrower.

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation, the USA PATRIOT Act, requested not less than five business days prior to the date hereof.

SECTION 6. Representations and Warranties. The Borrower represents and warrants to the Lenders party hereto, the Issuing Bank and the Administrative Agent that as of the Tenth Amendment Effective Date:

(a) This Agreement has been duly authorized, executed and delivered by it, and this Agreement and the Credit Agreement constitute its valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Each of the representations and warranties set forth in the Loan Documents are true and correct in all material respects on and as of the Tenth Amendment Effective Date with the same effect as though made on and as of the Tenth Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date (other than the representations and warranties contained in Section 3.18 of the Credit Agreement, which shall be true and correct in all material respects as of the Tenth Amendment Effective Date)); provided that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects.

(c) No Default or Event of Default shall have occurred and be continuing.

SECTION 7. Effect of this Agreement.

(a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) On and after the Tenth Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. Reaffirmation. Holdings and the Borrower hereby confirm and agree, on behalf of each of the Loan Parties, with respect to each Loan Document to which such Loan Parties are party to, that (i) all of their obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis regardless of the effectiveness of this Agreement and (ii) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, regardless of the effectiveness of this Agreement, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and related guarantees.

SECTION 9. General.

(a) GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable fees, charges and disbursements of Simpson Thacher & Bartlett LLP, primary counsel for the Administrative Agent.

(c) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission (or other electronic transmission) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(d) Headings. The headings of this Agreement are used for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

(e) FATCA Grandfathered Status. Solely for purposes of determining withholding Taxes under FATCA, from and after the Tenth Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and each Extending Lender hereby authorizes the Administrative Agent to treat) the Extended Revolving Facility Commitment established hereby as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

REALOGY GROUP LLC, as Borrower

By: /s/ Charlotte C. Simonelli  
Name: Charlotte C. Simonelli  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

REALOGY INTERMEDIATE HOLDINGS, LLC, as Holdings

By: /s/ Charlotte C. Simonelli  
Name: Charlotte C. Simonelli  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent, an Extending Lender, a Consenting Lender and Issuing Bank

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

Signature Page to 2021 Incremental Assumption Agreement and Tenth Amendment

Bank of America, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Suzanne E. Pickett  
Name: Suzanne E. Pickett  
Title: Senior Vice President

BARCLAYS BANK PLC, as an Extending Lender and a Consenting Lender

By: /s/ Martin Corrigan  
Name: Martin Corrigan  
Title: Vice President

Bank of Montreal, as an Extending Lender and a Consenting Lender

By: /s/ Sean Ball  
Name: Sean Ball  
Title: Managing Director

Citizens Bank, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Angela Reilly  
Name: Angela Reilly  
Title: SVP



COMERICA BANK, as an Extending Lender and a Consenting Lender

By: /s/ Thomas M. Hicks  
Name: Thomas M. Hicks  
Title: Senior Vice President & Group Manager

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as an Extending Lender and a Consenting Lender

By: /s/ Gary Herzog  
Name: Gary Herzog  
Title: Managing Director

By: /s/ Gordon Yip  
Name: Gordon Yip  
Title: Director

Crédit Industriel et Commercial, New York Branch, as an Extending Lender and a Consenting Lender

By: /s/ Clifford Abramsky  
Name: Clifford Abramsky  
Title: Managing Director

By: /s/ Garry Weiss  
Name: Garry Weiss  
Title: Managing Director

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as an Extending and a Consenting Lender

By: /s/ Lucas J. Barnett  
Name: Lucas J. Barnett  
Title: Vice President

FLUSHING BANK, as an Extending Lender and a Consenting Lender

By: /s/ Alan Harris  
Name: Alan Harris  
Title: Senior Vice President

GOLDMAN SACHS BANK USA, as an Extending Lender and a Consenting Lender

By: /s/ Rebecca Kratz  
Name: Rebecca Kratz  
Title: Authorized Signatory

MUFG UNION BANK, N.A., as an Extending Lender and a Consenting Lender

By: /s/ George Stoecklein  
Name: George Stoecklein  
Title: Managing Director

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, as an Extending Lender and a Consenting Lender

By: /s/ James Riley  
Name: James Riley  
Title: Senior Vice President

Santander Bank, NA, as an Extending Lender and a Consenting Lender

By: /s/ Patrick McMullan  
Name: Patrick McMullan  
Title: Senior Vice President

Texas Capital Bank, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Chris Wheeler  
Name: Chris Wheeler  
Title: Executive Vice President

Truist Bank, as an Extending Lender and a Consenting Lender

By: /s/ Steve Curran  
Name: Steve Curran  
Title: Director

WEBSTER BANK, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Steve W. Collins  
Name: Steve W. Collins  
Title: Vice President

BANCO DE SABADELL, S.A., MIAMI BRACH, as a Consenting Lender

By: /s/ Ignacio Alcaraz  
Name: Ignacio Alcaraz  
Title: Head of Structured Finance Americas

BBVA USA, as a Consenting Lender

By: /s/ William H. Downing  
Name: William H Downing  
Title: Senior Vice President

THE BANK OF NOVA SCOTIA, as a Consenting Lender

By: /s/ Frans Braniotis  
Name: Frans Braniotis  
Title: MD & Head of CIR US Corporate Banking

Capital One, N.A., as a Consenting Lender

By: /s/ Paul Isaac  
Name: Paul Isaac  
Title: Duly Authorized Signatory

Liberty Bank, as a Non-Extending, Consenting Lender

By: /s/ Deborah L. Stevens  
Name: Deborah L. Stevens  
Title: First Vice President

STIFEL BANK & TRUST, as a Consenting Lender

By: /s/ Matthew L. Diehl  
Name: Matthew L. Diehl  
Title: Senior Vice President

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as a Consenting Lender

By: /s/ Michael Borowiecki  
Name: Michael Borowiecki  
Title: Authorized Signatory

TriState Capital Bank, as a Consenting Lender

By: /s/ Ellen Frank  
Name: Ellen Frank  
Title: Senior Vice President

**Schedule 2.01**

<b>Lender</b>	<b>Extended 2023 Revolving Commitments</b>
Capital One, N.A.	\$96,500,000.00
The Bank of Nova Scotia	\$65,000,000.00
The Toronto-Dominion Bank, New York Branch	\$65,000,000.00
Wells Fargo Bank National Association	\$65,000,000.00
MIZUHO BANK, LTD.	\$50,000,000.00
REVOLVERCAP PARTNERS FUND L.P.	\$44,500,000.00
BBVA USA	\$32,500,000.00
Signature Bank	\$25,100,000.00
Stifel Bank & Trust	\$9,250,000.00
Banco De Sabadell, S.A., Miami Branch	\$7,000,000.00
Liberty Bank	\$6,000,000.00
Chang Hwa Commercial Bank, Ltd.	\$6,000,000.00
TriState Capital Bank	\$4,900,000.00

<b>Lender</b>	<b>Extended 2025 Revolving Commitments</b>
JPMorgan Chase Bank, N.A.	\$96,500,000.00
Bank of America, N.A.	\$96,500,000.00
Barclays Bank PLC	\$96,500,000.00
Citizens Bank, N.A.	\$96,500,000.00
Credit Agricole Corporate and Investment Bank	\$96,500,000.00
Truist Bank	\$96,500,000.00
Bank of Montreal	\$84,000,000.00
Santander Bank, NA	\$65,000,000.00
Goldman Sachs Bank USA	\$60,000,000.00
Comerica Bank	\$32,500,000.00
Fifth Third Bank, National Association	\$32,500,000.00
People's United Bank, National Association	\$32,500,000.00
MUFG Union Bank, N.A.	\$25,000,000.00
Crédit Industriel et Commercial, New York Branch	\$10,000,000.00
Flushing Bank	\$9,250,000.00
Texas Capital Bank, N.A.	\$9,250,000.00
Webster Bank, N.A.	\$9,250,000.00

**EXTENSION INCREMENTAL ASSUMPTION AGREEMENT AND FOURTH AMENDMENT**

EXTENSION INCREMENTAL ASSUMPTION AGREEMENT AND FOURTH AMENDMENT, dated as of January 27, 2021 (this "Agreement"), among Realogy Intermediate Holdings LLC ("Holdings"), Realogy Group LLC (the "Borrower"), the Extending Lenders (as defined below), the Consenting Lenders (as defined below) and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, reference is made to the Term Loan Agreement, dated as of October 23, 2015 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Holdings, the Borrower, the several lenders from time to time parties thereto (the "Lenders"), the Administrative Agent and the other agents parties thereto;

WHEREAS, the Borrower has requested (i) an extension of the maturity date of each applicable Lender's Term A Loans pursuant to Section 2.20 of the Credit Agreement and (ii) to modify certain other terms of the Credit Agreement in connection therewith;

WHEREAS, such extension will be established pursuant to Section 2.20(e) of the Credit Agreement by implementing an Incremental Term Loan for such Lender having the terms of such Extended Term Loan;

WHEREAS, JPMorgan Chase Bank, N.A. is the lead arranger and bookrunner for the Agreement (in such capacity, the "Lead Arranger"), and Barclays Bank PLC, Truist Bank, Goldman Sachs Bank USA, Credit Agricole Corporate and Investment Bank, Citizens Bank, N.A., Bank of America, N.A., BMO Capital Markets Corp. and Santander Bank, N.A. are each Extending Lenders (as defined below) and are the joint lead arrangers and joint bookrunners for the Agreement;

WHEREAS, each Lender party hereto designated as an "Extending Lender" in its signature page to this Agreement (such Lender, an "Extending Lender") is willing to agree to the extension of the maturity date of all of its Term A Loans on the terms set forth herein and shall constitute an Extending Lender under the Credit Agreement (with each non-extending Term Lender, a "Non-Extending Lender"); and

WHEREAS, pursuant to Section 10.08 of the Credit Agreement, Holdings, the Borrower, each Lender party hereto designated as a "Consenting Lender" in its signature page to this Agreement (such Lender, a "Consenting Lender") wish to make certain other amendments to the Credit Agreement as set forth in Section 4 herein, with such amendments requiring the consent of the Required Lenders under the Credit Agreement as of the date hereof.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Extended Term Loans.

(a) The Borrower has requested an Extended Term Loan from each Extending Lender (the Extended Term Loan of such Extending Lender, the “Extended 2025 Term Loans”) on the terms set forth herein and that, in connection therewith, each Extending Lender provide an Incremental Term Loan having the terms of such Extended 2025 Term Loans. The date on which each such Extended 2025 Term Loan becomes effective will be the Fourth Amendment Effective Date (as defined below). The Extended Term Loans of any Extending Lender are set forth on Schedule 1 to this Agreement.

(b) On the Fourth Amendment Effective Date, this Agreement shall constitute an “Incremental Assumption Agreement” pursuant to Section 2.20(f) of the Credit Agreement, and each Extending Lender’s Term A Loan existing at the time of the Fourth Amendment Effective Date will be automatically designated an Extended 2025 Term Loan. For purposes of the Credit Agreement and the other Loan Documents, each Extending Lender will be deemed to have an Incremental Term Loan having the terms of such Extended 2025 Term Loans.

(c) The Extended 2025 Term Loans shall have the same terms and conditions as those of the Extended 2023 Term Loans existing at the time of the Fourth Amendment Effective Date, except (i) with respect to amortization, which shall be as set forth in Section 2.10(a) of the Credit Agreement (as amended hereby), and (ii) that the “Term A Facility Maturity Date” shall mean (a) with respect to the Extended 2023 Term Loans, February 8, 2023 and (b) with respect to the Extended 2025 Term Loans, February 8, 2025; provided that (x) in the event the 4.875% Senior Unsecured Notes (as defined below) are not extended, refinanced or replaced by the 91<sup>st</sup> day prior to the stated maturity thereof (such 91<sup>st</sup> day, the “Springing 2023 Maturity Date,” which as of the Fourth Amendment Effective Date, is March 2, 2023) to have a maturity date after May 10, 2025, and are not otherwise discharged, defeased or repaid prior to the Springing 2023 Maturity Date, the Term A Facility Maturity Date with respect to the Extended 2025 Term Loans will instead be the Springing 2023 Maturity Date or (y) in the event the Term B Loans (as defined in the Existing Credit Agreement) are not extended, refinanced or replaced by the 91<sup>st</sup> day prior to the stated maturity thereof (such 91<sup>st</sup> day, the “Springing 2025 Maturity Date,” which as of the Fourth Amendment Effective Date, is November 9, 2024) to have a maturity date after May 10, 2025, and are not otherwise repaid prior to the Springing 2025 Maturity Date, the Term A Facility Maturity Date with respect to the Extended 2025 Term Loans will instead be the Springing 2025 Maturity Date. As used herein, “4.875% Senior Unsecured Notes” means the Borrower’s 4.875% Senior Notes due 2023 issued pursuant to that certain Indenture, dated as of June 1, 2016, among the Borrower and certain of the Subsidiaries party thereto and the trustee named therein, as amended, restated, supplemented or otherwise modified from time to time. For the avoidance of doubt, “Initial Term A Loans” and “Term A Loans” shall be deemed to include the Extended 2025 Term Loans, and, other than amortization payments, payment of the Extended 2023 Term Loans on its applicable Term A Facility Maturity Date and as set forth in Section 2(d) below, all payments of Term A Loans shall be made ratably between the Extended 2023 Term Loans and the Extended 2025 Term Loans.

(d) Notwithstanding anything in the Credit Agreement to the contrary, the Extending Lenders agree that, with respect to any optional prepayment of the Term A Loans pursuant to Section 2.11(a) of the Credit Agreement, the Borrower may elect to apply such prepayment either (i) to prepay the Extended 2023 Term Loans only or (ii) to prepay the Extended 2023 Term Loans and the Extended 2025 Term Loans on a ratable basis.

(e) This Agreement constitutes notice to the Administrative Agent of the Extension and the terms of the Extended Term Loans pursuant to Section 2.20(i) of the Credit Agreement.



(f) Notwithstanding anything to the contrary in the Credit Agreement, on and after the Fourth Amendment Effective Date, (i) “Term A Facility Maturity Date” shall be deemed to have the meaning set forth in Section 2(c) hereof and (ii) any other terms and provisions in the Credit Agreement shall be deemed amended to the extent necessary to reflect the existence and terms of the Extended 2025 Term Loans and this Agreement.

SECTION 3. Amendment to Section 2.10 of the Credit Agreement. On and after the Fourth Amendment Effective Date and solely with respect to the Extended 2025 Term Loans for the Term A Loan Installment Dates beginning March 31, 2021, Section 2.10(a) (i) of the Credit Agreement shall be amended and restated as follows:

(i) The Borrower shall repay to the Administrative Agent, for the benefit of the Term Lenders holding Extended 2025 Term Loans, on the last day of March, June, September and December of each year (beginning March 31, 2021) or, if such date is not a Business Day, the next preceding Business Day (each such date being referred to as a “Term A Loan Installment Date”) through and including the Term A Facility Maturity Date, a principal amount of Extended 2025 Term Loans equal to the product of (x) the principal amount of the Extended 2025 Term Loans outstanding on the Fourth Amendment Effective Date and (y) the percentage set forth below opposite the applicable Term A Loan Installment Date, with the balance of the Extended 2025 Term Loans due in full on the Term A Facility Maturity Date with respect to the Extended 2025 Term Loans.

<u>Term A Loan Installment Date</u>	<u>Percentage</u>
March 31, 2021	0.0%
June 30, 2021	0.625%
September 30, 2021	0.625%
December 31, 2021	0.625%
March 31, 2022	0.625%
June 30, 2022	1.25%
September 30, 2022	1.25%
December 31, 2022	1.25%
March 31, 2023	1.25%
June 30, 2023	1.875%
September 30, 2023	1.875%
December 31, 2023	1.875%
March 31, 2024	1.875%
June 30, 2024	2.5%
September 30, 2024	2.5%
December 31, 2024	2.5%

SECTION 4. Amendments to Article VI of the Credit Agreement. Section 6.10 of the Credit Agreement is hereby amended as follows:

(a) The table set forth in Section 6.10(a)(i) of the Credit Agreement is hereby amended and restated in its entirety with the following table:

<b>Fiscal Quarter Ending</b>	<b>Senior Secured Leverage Ratio</b>
June 30, 2020 and before	4.75 to 1.00
September 30, 2020	6.50 to 1.00
December 31, 2020	5.25 to 1.00
March 31, 2021	5.25 to 1.00
June 30, 2021	5.25 to 1.00
September 30, 2021	5.00 to 1.00

(b) The table set forth in Section 6.10(b) of the Credit Agreement is hereby amended and restated in its entirety with the following table:

<b>Fiscal Quarter Ending</b>	<b>Senior Secured Leverage Ratio</b>
September 30, 2021	5.00 to 1.00
December 31, 2021	5.00 to 1.00
March 31, 2022	5.00 to 1.00
June 30, 2022 and thereafter	4.75 to 1.00

(c) The definition of “Covenant Relief Termination Date” set forth in Section 6.10(e) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Covenant Relief Termination Date” shall mean, so long as the Early Termination Date has not occurred, the earlier of (x) the date of delivery of the certificate of compliance pursuant to Section 5.04(c) of the Credit Agreement for the fiscal quarter ending September 30, 2021 demonstrating compliance with the Financial Performance Covenant as set forth in Section 6.10(a) and (y) the date of delivery of the certificate of compliance pursuant to Section 5.04(c) of the Credit Agreement demonstrating compliance with a Senior Secured Leverage Ratio of 5.00 to 1.00 for the fiscal quarter ending June 30, 2021.

SECTION 5. Effectiveness. This Agreement (including the Extended Term Loans provided herein) shall become effective as of the date (the “Fourth Amendment Effective Date”) on which the following conditions have been satisfied:

(a) The Administrative Agent (or its counsel) shall have received a duly executed and completed counterpart hereof that bears the signature of (i) the Borrower, (ii) Holdings, (iii) the Administrative Agent, (iv) each Extending Lender, and (v) each Consenting Lender representing the Required Lenders.

(b) The Administrative Agent shall have received (i) for its own account, all fees due and payable thereto and (ii) for the account of each Extending Lender, a consent fee in an amount equal to 0.25% of such Lender's Extended Term Loan.

(c) To the extent invoiced, the Administrative Agent shall have received reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of Simpson Thacher & Bartlett LLP) in connection with this Agreement and any other reasonable out-of-pocket expenses required to be reimbursed or paid by the Loan Parties under the Credit Agreement or under any Loan Document.

(d) No Default or Event of Default shall have occurred and be continuing.

(e) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower, certifying on behalf of the Borrower that, (i) after giving effect to this Agreement, the representations and warranties set forth in Section 6 of this Agreement are true and correct in all material respects on and as of the Fourth Amendment Effective Date as if made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date (other than the representations and warranties contained in Section 3.18 of the Credit Agreement, which shall be true and correct in all material respects as of the Fourth Amendment Effective Date)); provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects, and (ii) no Default or Event of Default has occurred and is continuing on the Fourth Amendment Effective Date after giving effect to this Agreement.

(f) The Administrative Agent shall have received, on behalf of itself, the Lenders party hereto on the Fourth Amendment Effective Date (after giving effect hereto), a favorable written opinion of (i) Skadden, Arps, Slate, Meagher & Flom LLP, special counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent and (ii) local counsel reasonably satisfactory to the Administrative Agent as specified on Schedule 4.02(b) to the Credit Agreement, in each case (A) dated the Fourth Amendment Effective Date, (B) addressed to the Administrative Agent, the Lenders party hereto and (C) in form and substance reasonably satisfactory to the Administrative Agent and covering such other matters relating to this Agreement and the Loan Documents as the Administrative Agent shall reasonably request.

(g) The Administrative Agent shall have received in the case of each Loan Party each of the items referred to in clauses (i), (ii) and (iii) below:

(i) a copy of the certificate or articles of incorporation, certificate of limited partnership or certificate of formation, including all amendments thereto, of each Loan Party, (A) in the case of a corporation, certified as of a recent date by the Secretary of State (or other similar official) of the jurisdiction of its organization, and a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of each such Loan Party as of a recent date from such Secretary of State (or other similar official) or (B) in the case of a partnership or limited liability company, certified by the Secretary or Assistant Secretary of each such Loan Party;

(ii) a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Fourth Amendment Effective Date and certifying:

(A) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent governing documents) of such Loan Party as in effect on the Fourth Amendment Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below,

(B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of this Agreement and the Loan Documents to which such person is a party and, in the case of the Borrower, the borrowings thereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Fourth Amendment Effective Date,

(C) that the certificate or articles of incorporation, certificate of limited partnership or certificate of formation of such Loan Party has not been amended since the date of the last amendment thereto disclosed pursuant to clause (i) above, and

(D) as to the incumbency and specimen signature of each officer executing any Loan Document (including this Agreement) or any other document delivered in connection herewith on behalf of such Loan Party; and

(iii) a certificate of a director or another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary or similar officer executing the certificate pursuant to clause (ii) above.

(h) The Extending Lenders shall have received a solvency certificate in form and substance reasonably satisfactory to the Administrative Agent and signed by the Chief Financial Officer of the Borrower.

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the USA PATRIOT Act, requested not less than five business days prior to the date hereof.

SECTION 6. Representations and Warranties. The Borrower represents and warrants to the Lenders party hereto, and the Administrative Agent that as of the Fourth Amendment Effective Date:

(a) This Agreement has been duly authorized, executed and delivered by it, and this Agreement and the Credit Agreement constitute its valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Each of the representations and warranties set forth in the Loan Documents are true and correct in all material respects on and as of the Fourth Amendment Effective Date with the same

effect as though made on and as of the Fourth Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date (other than the representations and warranties contained in Section 3.18 of the Credit Agreement, which shall be true and correct in all material respects as of the Fourth Amendment Effective Date)); provided that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects.

(c) No Default or Event of Default shall have occurred and be continuing.

SECTION 7. Effect of this Agreement.

(a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) On and after the Fourth Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. Reaffirmation. Holdings and the Borrower hereby confirm and agree, on behalf of each of the Loan Parties, with respect to each Loan Document to which such Loan Parties are party to, that (i) all of their obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis regardless of the effectiveness of this Agreement and (ii) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, regardless of the effectiveness of this Agreement, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and related guarantees.

SECTION 9. General.

(a) GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable fees, charges and disbursements of Simpson Thacher & Bartlett LLP, primary counsel for the Administrative Agent.

(c) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission (or other electronic transmission) shall be effective as

delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(d) Headings. The headings of this Agreement are used for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

(e) FATCA Grandfathered Status. Solely for purposes of determining withholding Taxes under FATCA, from and after the Fourth Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and each Extending Lender hereby authorizes the Administrative Agent to treat) the Extended Term Loan established hereby as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

REALOGY GROUP LLC, as Borrower

By: /s/ Charlotte C. Simonelli  
Name: Charlotte C. Simonelli  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

REALOGY INTERMEDIATE HOLDINGS, LLC, as Holdings

By: /s/ Charlotte C. Simonelli  
Name: Charlotte C. Simonelli  
Title: Executive Vice President, Chief Financial Officer  
and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent, an Extending Lender and a  
Consenting Lender

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

Signature Page to 2021 Incremental Assumption Agreement and Fourth Amendment



AIMCO CLO 10, Ltd., as an Extending Lender and a Consenting Lender  
By: Allstate Investment Management Company, as Collateral Manager

By: /s/ Kyle Roth  
Name: Kyle Roth  
Title: Portfolio Manager

By: /s/ Christopher Goergen  
Name: Christopher Goergen  
Title: Sr. Portfolio Manager

AIMCO CLO, SERIES 2017-A, as an Extending Lender and a Consenting Lender  
By: Allstate Investment Management Company, as Collateral Manager

By: /s/ Kyle Roth  
Name: Kyle Roth  
Title: Portfolio Manager

By: /s/ Christopher Goergen  
Name: Christopher Goergen  
Title: Sr. Portfolio Manager

AIMCO CLO, SERIES 2018-A, as an Extending Lender and a Consenting Lender  
By: Allstate Investment Management Company, as Collateral Manager

By: /s/ Kyle Roth  
Name: Kyle Roth  
Title: Portfolio Manager

By: /s/ Christopher Goergen  
Name: Christopher Goergen  
Title: Sr. Portfolio Manager

AIMCO CLO, SERIES 2018-B, as an Extending Lender and a Consenting Lender  
By: Allstate Investment Management Company, as Collateral Manager

By: /s/ Kyle Roth  
Name: Kyle Roth  
Title: Portfolio Manager

By: /s/ Christopher Goergen  
Name: Christopher Goergen  
Title: Sr. Portfolio Manager

AMMC CLO 20, LIMITED, as an Extending Lender and a Consenting Lender  
By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer  
Name: David P. Meyer  
Title: Senior Vice President

AMMC CLO 22, LIMITED, as an Extending Lender and a Consenting Lender  
By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer  
Name: David P. Meyer  
Title: Senior Vice President

AMMC CLO XII, LIMITED, as an Extending Lender and a Consenting Lender  
By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer  
Name: David P. Meyer  
Title: Senior Vice President

Bank of America, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Suzanne E. Pickett  
Name: Suzanne E. Pickett  
Title: Senior Vice President

Bank of Montreal, as an Extending Lender and a Consenting Lender

By: /s/ Sean Ball  
Name: Sean Ball  
Title: Managing Director

Citizens Bank, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Angela Reilly  
Name: Angela Reilly  
Title: SVP

CIFC Funding 2012-II-R, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC VS Management LLC, as Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2013-I, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC VS Management LLC, as Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2013-II, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC VS Management LLC, its Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2013-III-R Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC VS Management LLC, as Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2014, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC CLO Management LLC, its Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2014-III, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC Asset Management LLC, its Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2014-II-R, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC Asset Management LLC, as Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2014-V, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC Asset Management LLC, its Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2015-II, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC Asset Management LLC, as Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2015-V, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC Asset Management LLC, its Collateral Manager

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2017-I, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC CLO Management II LLC, its Collateral Manager, by and on behalf of each of its series,  
Series M-1, Series O-1 and Series R-

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2017-III, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC CLO Management LLC, its Collateral Manager, by and on behalf of each of its series,  
Series M-1, Series O-1 and Series R-1

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2017-IV, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC CLO Management LLC, its Collateral Manager, by and on behalf of each of its series,  
Series M-1, Series O-1 and Series R-1

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

CIFC Funding 2018-IV, Ltd., as an Extending Lender and a Consenting Lender  
By: CIFC CLO Management II LLC, as Collateral Manager By and on behalf of each of its series,  
SERIES M-1, SERIES O-1 AND SERIES R-1

By: /s/ Robert Mandery  
Name: Robert Mandery  
Title: Co-Head of Investment Research

COMERICA BANK, as an Extending Lender and a Consenting Lender

By: /s/ Robert Yates  
Name: Robert Yates  
Title: Vice President, Relationship Manager

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as an Extending Lender and a Consenting Lender

By: /s/ Gary Herzog  
Name: Gary Herzog  
Title: Managing Director

By: /s/ Gordon Yip  
Name: Gordon Yip  
Title: Director

Crédit Industriel et Commercial, New York Branch, as an Extending Lender and a Consenting Lender

By: /s/ Clifford Abramsky  
Name: Clifford Abramsky  
Title: Managing Director

By: /s/ Garry Weiss  
Name: Garry Weiss  
Title: Managing Director

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as an Extending and a Consenting Lender

By: /s/ Lucas J. Barnett  
Name: Lucas J. Barnett  
Title: Vice President

FLUSHING BANK, as an Extending Lender and a Consenting Lender

By: /s/ Alan Harris  
Name: Alan Harris  
Title: Senior Vice President



G.A.S. (Cayman) Limited, as Trustee on behalf of Octagon Joint Credit Trust Series I (and not in its individual capacity), as an Extending Lender and a Consenting Lender  
By: Octagon Credit Investors, LLC, as Portfolio Manager

By: /s/ Kimberly Wong Lem  
Name: Kimberly Wong Lem  
Title: Vice President, Portfolio Administration

OCP CLO 2014-7, Ltd., as an Extending Lender and a Consenting Lender  
By: Onex Credit Partners, LLC, as Portfolio Manager

By: /s/ Paul Travers  
Name: Paul Travers  
Title: Portfolio Manager

OCP CLO 2015-8, Ltd., as an Extending Lender and a Consenting Lender  
By: Onex Credit Partners, LLC, as Portfolio Manager

By: /s/ Paul Travers  
Name: Paul Travers  
Title: Portfolio Manager

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, as an Extending Lender and a Consenting Lender

By: /s/ James Riley  
Name: James Riley  
Title: Senior Vice President

Santander Bank, NA, as an Extending Lender and a Consenting Lender

By: /s/ Patrick McMullan  
Name: Patrick McMullan  
Title: Senior Vice President

Symphony CLO XIV, LTD, as an Extending Lender and a Consenting Lender

By: /s/ Eric Lee  
Name: Eric Lee  
Title: Vice President

Texas Capital Bank, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Chris Wheeler  
Name: Chris Wheeler  
Title: Executive Vice President

Truist Bank, as an Extending Lender and a Consenting Lender

By: /s/ Steve Curran  
Name: Steve Curran  
Title: Director

VENTURE XX CLO, Limited., as an Extending Lender and a Consenting Lender  
By: its investment advisor MJX Venture Management LLC

By: /s/ Lewis Brown  
Name: Lewis Brown  
Title: Managing Director/Head of Trading

WEBSTER BANK, N.A., as an Extending Lender and a Consenting Lender

By: /s/ Steve W. Collins  
Name: Steve W. Collins  
Title: Vice President

BBVA USA, as a Consenting Lender

By: /s/ William H. Downing  
Name: William H Downing  
Title: Senior Vice President

THE BANK OF NOVA SCOTIA, as a Consenting Lender

By: /s/ Frans Braniotis  
Name: Frans Braniotis  
Title: MD & Head of CIR US Corporate Banking

CARLYLE INVESTMENT MANAGEMENT, LLC,  
CARLYLE GLOBAL MARKET STRATEGIES, 2014-2R, LTD.  
CARLYLE GLOBAL MARKET STRATEGIES 2014-3R, LTD.  
CARLYLE GLOBAL MARKET STRATEGIES 2014-4R, LTD.  
CARLYLE GLOBAL MARKET STRATEGIES 2014-5 LTD.  
CARLYLE GLOBAL MARKET STRATEGIES 2015-1, LTD.  
as a Consenting Lender

By: /s/ Lauren Basmadjian  
Name: Lauren Basmadjian  
Title: Managing Director

City National Rochdale Fixed Income Opportunities Fund, as a Consenting Lender  
By: Seix Investment Advisors LLC, as Subadviser

By: /s/ George Goudelias  
Name: George Goudelias  
Title: Managing Director

Capital One, N.A., as a Consenting Lender

By: /s/ Paul Isaac  
Name: Paul Isaac  
Title: Duly Authorized Signatory

Liberty Bank, as a Non-extending, Consenting Lender

By: /s/ Deborah L. Stevens  
Name: Deborah L. Stevens  
Title: First Vice President

TriState Capital Bank, as a Consenting Lender

By: /s/ Ellen Frank  
Name: Ellen Frank  
Title: Senior Vice President

Raymond James Bank, N.A., as a Consenting Lender

By: /s/ Emily Grams  
Name: Emily Grams  
Title: Vice President

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as a Consenting Lender

By: /s/ Michael Borowiecki  
Name: Michael Borowiecki  
Title: Authorized Signatory

SIGNATURE BANK, as a Consenting Lender

By: /s/ Richard Ohl  
Name: Richard Ohl  
Title: Sr. Vice President

Virtus Seix Floating Rate High Income Fund, as a Consenting Lender  
By: Seix Investment Advisors LLC, as Subadviser

By: /s/ George Goudelias  
Name: George Goudelias  
Title: Managing Director

Cedar Funding II CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding IV CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding IX CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding V CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding VI CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding VII CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding VIII CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding X CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding XI CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Cedar Funding XII CLO, Ltd., as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

Transamerica Floating Rate, as a Consenting Lender

By: /s/ Chondrea Matthews  
Name: Chondrea Matthews  
Title: Associate Director - Settlements

AIMCO CLO, SERIES 2015-A, as a Consenting Lender By: Allstate Investment Management Company, as Collateral Manager

By: /s/ Kyle Roth  
Name: Kyle Roth  
Title: Portfolio Manager

By: /s/ Christopher Goergen  
Name: Christopher Goergen  
Title: Sr. Portfolio Manager



**Schedule 1**

<b>Extending Lender</b>	<b>Extended 2025 Term Loans</b>
JPMorgan Chase Bank, N.A.	\$185,750.78
Bank of America, N.A.	\$31,275,000.00
Citizens Bank, N.A.	\$31,275,000.00
Truist Bank	\$31,275,000.00
Credit Agricole Corporate and Investment Bank	\$28,266,341.99
Bank of Montreal	\$26,062,500.00
Santander Bank, NA	\$20,270,833.33
Comerica Bank	\$12,162,500.00
Fifth Third Bank, National Association	\$9,845,833.33
People's United Bank, National Association	\$9,845,833.33
Crédit Industriel et Commercial, New York Branch	\$5,791,666.67
Octagon Joint Credit Trust Series I	\$4,049,413.55
Flushing Bank	\$3,040,625.00
Texas Capital Bank, N.A.	\$3,040,625.00
Webster Bank, N.A.	\$3,040,625.00
OCP CLO 2015-8, Ltd.	\$2,760,205.70
OCP CLO 2014-7, Ltd.	\$2,027,083.33
CIFC Funding 2015-V, Ltd	\$1,853,333.33
CIFC Funding 2015-II, Ltd.	\$1,308,858.31
CIFC Funding 2012-II-R, Ltd.	\$1,252,252.25
AMMC CLO 22, Limited	\$1,203,463.20
Symphony CLO XIV, LTD.	\$1,172,995.76
AMMC CLO 20, Limited	\$909,246.15
CIFC Funding 2013-II, Ltd.	\$628,868.81
CIFC Funding 2014-III, Ltd.	\$623,214.01
AMMC CLO XII, Limited	\$597,849.46
CIFC Funding 2014-II-R, Ltd.	\$522,764.04
CIFC Funding 2017-I, Ltd	\$449,556.62
CIFC Funding 2018-IV, Ltd.	\$432,837.43
AIMCO CLO 10, Ltd.	\$300,865.80
AIMCO CLO, Series 2017-A	\$300,865.80
AIMCO CLO, Series 2018-A	\$300,865.80
AIMCO CLO, Series 2018-B	\$300,865.80
Venture XX CLO, Limited	\$289,583.33
CIFC Funding 2014-V, Ltd.	\$288,898.57
CIFC Funding 2013-I, Ltd.	\$216,418.71
CIFC Funding 2014, Ltd.	\$185,333.33
CIFC Funding 2017-IV, Ltd.	\$53,045.44
CIFC Funding 2013-III-R, Ltd.	\$42,639.88
CIFC Funding 2017-III, Ltd.	\$9,783.26