

---

---

**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: February 4, 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.)

**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.

---

---

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

**Supplemental Indenture and Additional Senior Notes due 2029**

On February 4, 2021, Realogy Group LLC, a Delaware limited liability company (the “Company”), together with Realogy Co-Issuer Corp., a Florida corporation and the Company’s wholly-owned subsidiary (the “Co-Issuer” and, together with the Company, the “Issuers”), issued \$300 million aggregate principal amount of 5.750% Senior Notes due 2029 (the “Additional Notes”), under a supplemental indenture, dated as of February 4, 2021 (the “Supplemental Indenture”), among the Issuers, Realogy Holdings Corp., a Delaware corporation and indirect parent of the Company (“Holdings”), the Note Guarantors (as defined below) and The Bank of New York Mellon Trust Company, N.A., as trustee for the Notes (the “Trustee”), to the same indenture governing the \$600 million aggregate principal amount of the Company’s 5.750% senior notes due 2029 (the “Existing Notes” and, together with the Additional Notes, the “Notes”), dated as of January 11, 2021, among the Company, Holdings, the Co-Issuer, the Note Guarantors and the Trustee (together with the Supplemental Indenture, the “Indenture”). The Additional Notes were issued in a private offering exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), to qualified institutional buyers in accordance with Rule 144A under the Securities Act and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Additional Notes have identical terms, other than the issue date and the issue price, and will constitute part of the same series as the Existing Notes. The Additional Notes have the same CUSIP numbers as the Existing Notes, except for the Additional Notes sold pursuant to Regulation S which will, on the 40th day following the issue date of the Additional Notes, have the same CUSIP numbers. The Additional Notes that have the same CUSIP numbers as the Existing Notes are expected to be fungible with the Existing Notes.

The Company currently intends to use the gross proceeds of \$304,500,000 from the offering to repay a portion of the outstanding borrowings under its term loan B credit facility. The application of the gross proceeds from the offering is subject to change, and the Company may elect to apply all or a portion of such proceeds to repay other indebtedness.

The Notes are unsecured senior obligations of the Company and will mature on January 15, 2029. The Notes bear interest at a rate of 5.750% per annum. Interest on the Notes will be payable semiannually to holders of record at the close of business on January 15 or July 15 immediately preceding the interest payment date on January 1 and July 1 of each year, commencing July 15, 2021. Interest on the Additional Notes will accrue from January 11, 2021, the issue date of the Existing Notes.

The following is a brief description of the terms of the Notes and the Indenture. The description of the Indenture is qualified in its entirety by reference to the full and complete terms of the Indenture which is attached hereto as Exhibit 4.1 and is incorporated herein by reference. As used herein, the term “Existing Unsecured Notes” refers to the Existing Notes, the Company’s 4.875% Senior Notes due 2023 and 9.375% Senior Notes due 2027.

**Ranking**

The Notes and the guarantees are the Company’s, the Co-Issuer’s and the Note Guarantors’ senior unsecured obligations and:

- rank senior in right of payment to the Issuers’ and the Note Guarantors’ future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes;
- rank equally in right of payment with all of the Issuers’ and the Note Guarantors’ existing and future senior debt, including the Existing Unsecured Notes, and other obligations that are not, by their terms, expressly subordinated in right of payment to the Notes; and
- are effectively subordinated to all of the Issuers’ and the Note Guarantors’ existing and future secured debt, including the Company’s obligations under its senior secured term loan B and revolving credit facility and its senior secured term loan A facility (collectively, the “senior secured credit facilities”) and the Company’s obligations under its 7.625% Senior Secured Second Lien Notes due 2025, to the extent of the value of the assets securing such debt.

The guarantees by Holdings are Holdings’ unsecured senior subordinated obligations, are equal in right of payment to all existing and future subordinated indebtedness of Holdings, including its obligations under the Existing Unsecured Notes, and are junior in right of payment to all existing and future senior indebtedness of Holdings. In addition, the Notes are structurally subordinated to all of the existing and future liabilities and obligations (including trade payables, but excluding intercompany liabilities) of each of the Company’s non-guarantor subsidiaries.

---

### ***Guarantees***

The Notes are jointly and severally guaranteed by each of the Company's existing and future U.S. subsidiaries that is a guarantor under its senior secured credit facilities or that guarantees certain other indebtedness in the future (other than the Co-Issuer), subject to certain exceptions (the "Note Guarantors"), and by Holdings on an unsecured senior subordinated basis.

### ***Optional Redemption***

On or after January 15, 2024, during the 12-month period commencing on January 15 of the years set forth below, the Issuers may redeem all or a portion of the Notes at the following redemption prices, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

| <b>Year</b>         | <b>Redemption price</b> |
|---------------------|-------------------------|
| 2024                | 102.875%                |
| 2025                | 101.438%                |
| 2026 and thereafter | 100.000%                |

In addition, prior to January 15, 2024, the Issuers may redeem the Notes at their option, in whole or in part, at a redemption price equal to 100% of the principal amount of such Notes redeemed plus a "make-whole" premium as of, and accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Notwithstanding the foregoing, at any time and from time to time on or prior to January 15, 2024, the Issuers may redeem in the aggregate up to 40% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of additional Notes) with the net cash proceeds of one or more equity offerings (1) by the Company or (2) by any direct or indirect parent of the Company, in each case to the extent the net cash proceeds thereof are contributed to the common equity capital of the Company or used to purchase capital stock (other than disqualified stock) of the Company from it, at a redemption price (expressed as a percentage of the principal amount thereof) of 105.750%, plus accrued and unpaid interest to, but not including, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); provided, however, that at least 50% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of additional Notes) remains outstanding after each such redemption; provided, further, that such redemption shall occur within 120 days after the date on which any such equity offering is consummated upon not less than 15 nor more than 60 days' notice mailed (or electronically transmitted) to each holder of Notes being redeemed and otherwise in accordance with the procedures set forth in the Indenture. Any such redemption or notice may, at the Issuers' discretion, be subject to one or more conditions precedent, including completion of an equity offering or other corporate transaction.

### ***Change of Control***

Upon the occurrence of a Change of Control, as defined in the Indenture, the Issuers must offer to repurchase the Notes at 101% of the applicable principal amount, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

### ***Covenants***

The Indenture contains various covenants that limit the Company and its restricted subsidiaries' ability to take certain actions, which covenants are subject to a number of important exceptions and qualification. In addition, for so long as the Notes have an investment grade rating from both Standard & Poor's Ratings Services and Moody's Investors Service, Inc. and no default has occurred and is continuing under the Indenture, the Company and its restricted subsidiaries will not be subject to certain of such covenants. These covenants include limitations on the Company's and its restricted subsidiaries' ability to (a) incur or guarantee additional indebtedness, or issue disqualified stock or preferred stock, (b) pay dividends or make distributions to its stockholders, (c) repurchase or redeem capital stock, (d) make investments or acquisitions, (e) incur restrictions on the ability of certain of its subsidiaries to pay dividends or to make other payments to the Company, (f) enter into transactions with affiliates, (g) create liens, (h) merge or consolidate with other companies or transfer all or substantially all of its assets, (i) transfer or sell assets, including capital stock of subsidiaries and (j) prepay, redeem or repurchase debt that is subordinated in right of payment to the Notes.

### ***Events of Default***

The Indenture also provides for events of default which, if any of them occurs, would permit or require the principal of and accrued interest on the Notes to become or to be declared due and payable.

---

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 is incorporated herein by reference into this Item 2.03.

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

*(d) Exhibits*

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 4.1                | Indenture, dated as of January 11, 2021, among Realogy Group LLC, as Issuer, Realogy Co-Issuer Corp., as Co-Issuer, Realogy Holdings Corp., the Note Guarantors (as defined therein) and The Bank of New York Mellon Trust Company, N.A., as Trustee, governing the 5.750% Senior Notes due 2029 (incorporated by reference to Exhibit 4.1 to Registrants' Form 8-K filed with the Securities and Exchange Commission on January 11, 2021). |
| 4.2                | Supplemental Indenture No. 1, dated as of February 4, 2021, to the Indenture, among Realogy Group LLC, as Issuer, Realogy Co-Issuer Corp., as Co-Issuer, Realogy Holdings Corp., the Note Guarantors (as defined therein) and The Bank of New York Mellon Trust Company, N.A., as Trustee.  |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document).  |

---



## EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 4.1                | <a href="#"><u>Indenture, dated as of January 11, 2021, among Realogy Group LLC, as Issuer, Realogy Co-Issuer Corp., as Co-Issuer, Realogy Holdings Corp., the Note Guarantors (as defined therein) and The Bank of New York Mellon Trust Company, N.A., as Trustee, governing the 5.750% Senior Notes due 2029 (incorporated by reference to Exhibit 4.1 to Registrants' Form 8-K filed with the Securities and Exchange Commission on January 11, 2021).</u></a> |
| 4.2                | <a href="#"><u>Supplemental Indenture No. 1, dated as of February 4, 2021, to the Indenture, among Realogy Group LLC, as Issuer, Realogy Co-Issuer Corp., as Co-Issuer, Realogy Holdings Corp., the Note Guarantors (as defined therein) and The Bank of New York Mellon Trust Company, N.A., as Trustee.</u></a>  |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document).   |

## SUPPLEMENTAL INDENTURE NO. 1

Supplemental Indenture No. 1 (this “Supplemental Indenture”), dated as of February 4, 2021, among Realogy Group LLC, a Delaware limited liability company (the “Issuer”), Realogy Co-Issuer Corp., a Florida corporation (the “Co-Issuer” and, together with the Issuer, the “Issuers”), Realogy Holdings Corp., a Delaware corporation and the indirect parent of the Issuer (“Holdings”), the subsidiary guarantors listed on the signature pages hereto (together with Holdings, the “Note Guarantors”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

## WITNESSETH

WHEREAS, each of the Issuers and the Note Guarantors has heretofore executed and delivered to the Trustee an indenture (the “Indenture”), dated as of January 11, 2021, providing for the issuance of an unlimited aggregate principal amount of 5.750% Senior Notes due 2029 (the “Initial Notes”);

WHEREAS, Section 2.01 of the Indenture provides that Additional Notes (as defined in the Indenture) ranking *pari passu* with the Initial Notes may be created and issued from time to time by the Issuers (subject to the Issuers’ compliance with Section 4.09 of the Indenture) without notice to or consent of the Holders and shall be consolidated with and form a single class with the Initial Notes and shall have the same terms as to status, redemption or otherwise as the Initial Notes;

WHEREAS, the Issuers and the Note Guarantors desire to execute and deliver this Supplemental Indenture for the purpose of issuing \$300,000,000 in aggregate principal amount of Additional Notes, having terms substantially identical in all material respects to the Initial Notes (together with the Initial Notes, the “Notes”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Additional Notes. As of the date hereof, the Issuers will issue the Additional Notes under the Indenture, having terms substantially identical in all material respects to the Initial Notes, at an issue price of 101.500% of the principal amount, plus accrued and unpaid interest from January 11, 2021. The Initial Notes and the Additional Notes shall be treated as a single class of securities for all purposes under the Indenture.

(3) Authentication of Additional Notes. The Trustee shall, pursuant to an Authentication Order delivered in accordance with Section 2.02 of the Indenture, authenticate

and deliver the Additional Notes for an aggregate principal amount specified in such Authentication Order.

(4) Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(5) No Recourse Against Others. No director, officer, employee, manager, incorporator or holder of any Equity Interest of the Issuers, Holdings or any Note Guarantor or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuers, Holdings or the Note Guarantors under the Notes, the Holdings Guarantee, the Note Guarantees, the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Additional Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Additional Notes.

(6) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(7) Counterparts/Originals. This Supplemental Indenture shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic sig-natures law, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature of this Supplemental Indenture shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity there-of. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

(8) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(9) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and the Note Guarantors.



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

REALOGY GROUP LLC, as Issuer

By: /s/ Charlotte C. Simonelli

Name: Charlotte C. Simonelli

Title: Executive Vice President, Chief Financial Officer and Treasurer

REALOGY CO-ISSUER CORP., as Co-Issuer

By: /s/ Charlotte C. Simonelli

Name: Charlotte C. Simonelli

Title: Executive Vice President and Treasurer

REALOGY HOLDINGS CORP., as Holdings

By: /s/ Charlotte C. Simonelli

Name: Charlotte C. Simonelli

Title: Executive Vice President, Chief Financial Officer and Treasurer

*Signature Page to Supplemental Indenture No. 1*

ALPHA REFERRAL NETWORK LLC  
BETTER HOMES AND GARDENS REAL ESTATE LICENSEE LLC  
BETTER HOMES AND GARDENS REAL ESTATE LLC  
BURGDORFF LLC  
BURNET REALTY LLC  
CAREER DEVELOPMENT CENTER, LLC  
CARTUS CORPORATION  
CB COMMERCIAL NRT PENNSYLVANIA LLC  
CDRE TM LLC  
CENTURY 21 REAL ESTATE LLC  
CGRN, INC.  
CLIMB FRANCHISE SYSTEMS LLC  
CLIMB REAL ESTATE, INC.  
CLIMB REAL ESTATE LLC  
COLDWELL BANKER COMMERCIAL PACIFIC PROPERTIES LLC  
COLDWELL BANKER LLC  
COLDWELL BANKER NRT REALVITALIZE INC.  
COLDWELL BANKER NRT REALVITALIZE LLC.  
COLDWELL BANKER PACIFIC PROPERTIES LLC  
COLDWELL BANKER REAL ESTATE LLC  
COLDWELL BANKER REAL ESTATE SERVICES LLC  
COLDWELL BANKER RESIDENTIAL BROKERAGE LLC  
COLDWELL BANKER RESIDENTIAL REAL ESTATE LLC  
COLDWELL BANKER RESIDENTIAL REFERRAL NETWORK  
COLDWELL BANKER RESIDENTIAL REFERRAL NETWORK, INC.  
COLORADO COMMERCIAL, LLC  
CORCORAN GROUP LLC  
ERA FRANCHISE SYSTEMS LLC  
ESTATELY, INC.  
HFS.COM CONNECTICUT REAL ESTATE LLC  
HFS.COM REAL ESTATE INCORPORATED  
HFS.COM REAL ESTATE LLC  
HFS LLC  
HOME REFERRAL NETWORK LLC

*Signature Page to Supplemental Indenture No. 1*

JACK GAUGHEN LLC  
LAKECREST TITLE, LLC  
LAND TITLE AND ESCROW, INC.  
MARTHA TURNER PROPERTIES, L.P.  
MARTHA TURNER SOTHEBY'S INTERNATIONAL REALTY REFERRAL  
COMPANY LLC  
MTPGP, LLC  
NRT ARIZONA COMMERCIAL LLC  
NRT ARIZONA LLC  
NRT ARIZONA REFERRAL LLC  
NRT CALIFORNIA INCORPORATED  
NRT CAROLINAS LLC  
NRT CAROLINAS REFERRAL NETWORK LLC  
NRT COLORADO LLC  
NRT COLUMBUS LLC  
NRT COMMERCIAL LLC  
NRT DEVELOPMENT ADVISORS LLC  
NRT DEVONSHIRE LLC  
NRT DEVONSHIRE WEST LLC  
NRT FLORIDA LLC  
NRT HAWAII REFERRAL, LLC  
NRT MID-ATLANTIC LLC  
NRT MISSOURI LLC  
NRT MISSOURI REFERRAL NETWORK LLC  
NRT NEW ENGLAND LLC  
NRT NEW YORK LLC  
NRT NORTHFORK LLC  
NRT PHILADELPHIA LLC  
NRT PITTSBURGH LLC  
NRT QUEENS LLC  
NRT REFERRAL NETWORK LLC  
NRT RELOCATION LLC  
NRT REOEXPERTS LLC  
NRT SUNSHINE INC  
NRT TEXAS LLC  
NRT UTAH LLC  
NRT VACATION RENTALS ARIZONA LLC  
NRT VACATION RENTALS CALIFORNIA, INC.  
NRT VACATION RENTALS DELAWARE LLC  
NRT VACATION RENTALS FLORIDA LLC  
NRT VACATION RENTALS MARYLAND LLC  
NRT ZIPREALTY LLC  
ONCOR INTERNATIONAL LLC  
REAL ESTATE REFERRAL LLC

*Signature Page to Supplemental Indenture No. 1*

REAL ESTATE REFERRALS LLC  
REAL ESTATE SERVICES LLC  
REALOGY BROKERAGE GROUP LLC  
REALOGY FRANCHISE GROUP LLC  
REALOGY GLOBAL SERVICES LLC  
REALOGY INSURANCE AGENCY, INC.  
REALOGY LEAD MANAGEMENT SERVICES, INC.  
REALOGY LICENSING LLC  
REALOGY TITLE GROUP LLC  
REFERRAL ASSOCIATES OF NEW ENGLAND LLC  
REFERRAL NETWORK LLC  
REFERRAL NETWORK PLUS, INC.  
REFERRAL NETWORK, LLC  
SECURED LAND TRANSFERS LLC  
SOTHEBY'S INTERNATIONAL REALTY AFFILIATES LLC  
SOTHEBY'S INTERNATIONAL REALTY GLOBAL DEVELOPMENT  
ADVISORS LLC  
SOTHEBY'S INTERNATIONAL REALTY LICENSEE LLC  
SOTHEBY'S INTERNATIONAL REALTY REFERRAL COMPANY INC. (CA)  
SOTHEBY'S INTERNATIONAL REALTY REFERRAL COMPANY, LLC (DE)  
SOTHEBY'S INTERNATIONAL REALTY, INC.  
THE SUNSHINE GROUP, LTD.  
TITLE RESOURCE GROUP AFFILIATES HOLDINGS LLC  
TITLE RESOURCE GROUP HOLDINGS LLC  
TITLE RESOURCE GROUP SETTLEMENT SERVICES, LLC  
TRG MARYLAND HOLDINGS LLC  
TRG SETTLEMENT SERVICES, LLP  
ZAPLABS LLC

By: /s/ Charlotte C. Simonelli

Name: Charlotte C. Simonelli

Title: Executive Vice President and Treasurer

*Signature Page to Supplemental Indenture No. 1*

REALOGY OPERATIONS LLC  
REALOGY SERVICES GROUP LLC  
REALOGY SERVICES VENTURE PARTNER LLC  
TRG VENTURE PARTNER LLC

By: /s/ Charlotte C. Simonelli

Name: Charlotte C. Simonelli

Title: Executive Vice President, Chief Financial Officer and Treasurer

*Signature Page to Supplemental Indenture No. 1*

CASE TITLE COMPANY  
CORNERSTONE TITLE COMPANY  
EQUITY TITLE COMPANY  
EQUITY TITLE MESSENGER SERVICE HOLDING LLC  
GUARDIAN HOLDING COMPANY

By: /s/ Sriram Someshwara  
Name: Sriram Someshwara  
Title: Senior Vice President and Chief Financial Officer

*Signature Page to Supplemental Indenture No. 1*

COLDWELL BANKER RESIDENTIAL BROKERAGE COMPANY

By: /s/ Thomas N. Rispoli

Name: Thomas N. Rispoli

Title: Senior Vice President and Treasurer

*Signature Page to Supplemental Indenture No. 1*

NRT WEST, INC.

By: /s/ Troy B. McBride

Name: Troy B. McBride

Title: Regional Chief Financial Officer and Treasurer

*Signature Page to Supplemental Indenture No. 1*



THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Manjari Purkayastha  
Name: Manjari Purkayastha  
Title: Vice President

*Signature Page to Supplemental Indenture No. 1*