

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

---

**FORM 8-K**

---

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): June 5, 2020 (June 4, 2020)**

---

**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.**

On June 4, 2020, Realogy Group LLC (“Realogy Group”), an indirect subsidiary of Realogy Holdings Corp. (“Realogy Holdings”), and certain of its subsidiaries amended the existing Apple Ridge Funding LLC securitization program utilized by Realogy Group's relocation services subsidiary, Cartus Corporation (“Cartus”). The amendment and extension was effected pursuant to the Fourteenth Omnibus Amendment and Payoff and Reallocation Agreement dated as of June 4, 2020, by and among Cartus, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC (the “Issuer”), Realogy Group, U.S. Bank National Association, as indenture trustee, paying agent, authentication agent, and transfer agent and registrar, the managing agents party to the Note Purchase Agreement (as defined below), Crédit Agricole Corporate and Investment Bank (“CA-CIB”), as administrative agent, and the committed and conduit purchasers (as described below) (the “Omnibus Amendment”). The managing agents that are parties to the Note Purchase Agreement and the Omnibus Amendment are CA-CIB, The Bank of Nova Scotia (“BNS”), Barclays Bank PLC and Wells Fargo Bank, National Association (“Wells Fargo”). The committed purchasers that are parties to the Omnibus Amendment are CA-CIB, BNS, Wells Fargo and Sheffield Receivables Company LLC (“Sheffield”). The conduit purchasers that are parties to the Omnibus Amendment are Sheffield, Atlantic Asset Securitization LLC and Liberty Street Funding LLC. The Omnibus Amendment includes provisions terminating Wells Fargo as a managing agent and committed purchaser.

The Omnibus Amendment, among other things, amends the Note Purchase Agreement dated as of December 14, 2011, as amended (the “Note Purchase Agreement”) by and among the Issuer, Cartus, the managing agents, committed purchasers and conduit purchasers named therein, and CA-CIB, as administrative agent, and the Series 2011-1 Indenture Supplement dated as of December 16, 2011 by and between the Issuer and U.S. Bank, as indenture trustee, paying agent, authentication agent and transfer agent and registrar, to extend the securitization program until August 5, 2020, subject to a reduction in the maximum borrowing capacity from \$250 to \$200 million with such capacity to be funded by the conduit purchasers. Under the Omnibus Amendment, the Issuer also requested a further extension of the securitization program to June 4, 2021.

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

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourteenth Omnibus Amendment and Payoff and Reallocation Agreement, dated as of June 4, 2020, among Cartus Corporation, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC, Realogy Group LLC, U.S. Bank National Association, the managing agents party to the Note Purchase Agreement dated December 14, 2011, as amended, Crédit Agricole Corporate and Investment Bank and the committed and conduit purchasers named therein.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).



## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Fourteenth Omnibus Amendment and Payoff and Reallocation Agreement, dated as of June 4, 2020, among Cartus Corporation, Cartus Financial Corporation, Apple Ridge Services Corporation, Apple Ridge Funding LLC, Realogy Group LLC, U.S. Bank National Association, the managing agents party to the Note Purchase Agreement dated December 14, 2011, as amended, Crédit Agricole Corporate and Investment Bank and the committed and conduit purchasers named therein.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**FOURTEENTH OMNIBUS AMENDMENT AND  
PAYOFF AND REALLOCATION AGREEMENT**  
(Apple Ridge Funding LLC)

THIS Fourteenth Omnibus Amendment and Payoff and Reallocation Agreement (this "Amendment") is entered into this 4th day of June, 2020 for the purpose of making amendments to the documents described in this Amendment and for the purpose of setting forth the agreement of the parties hereto with respect to the payoff of a portion of the Series 2011-1 Notes and reallocations related thereto.

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

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

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

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

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

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

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

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

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

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

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

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

(a) The definition of “Fee Letter” set forth in Section 2.01 of the Indenture Supplement is hereby amended and restated in its entirety to read as follows:

“Fee Letter” shall mean that certain Third Amended and Restated Fee Letter, dated June 4, 2020, by and among the Issuer, the Administrative Agent and the Managing Agents in connection with the Note Purchase Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(b) The definition of “Stated Amount” set forth in Section 2.01 of the Indenture Supplement is hereby amended and restated in its entirety to read as follows:

“Stated Amount” shall mean \$200,000,000 as such amount may be reduced or increased from time to time pursuant to Section 2.05 of the Note Purchase Agreement.

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

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

(b) Schedule II to the Note Purchase Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit A.

3. Waiver of Delivery. Each of the Managing Agents signatory hereto waives any prior notice or delivery requirement set forth in the Transaction Documents with respect to this Amendment (including, without limitation, pursuant to Section 10.02 of the Master Indenture and Sections 2.05(a) and 2.11 of the Note Purchase Agreement).
4. Request of Extension of Term. The Issuer hereby requests that the Commitment Termination Date, as amended hereby, be further extended to June 4, 2021. Notwithstanding any provision of the Note Purchase Agreement, including, without limitation, Section 2.11, the Issuer shall not be required to deliver any additional notice of such request to the Managing Agents. None of the Committed Purchasers have any obligation to agree to such request or to otherwise extend the Commitment Termination Date.
5. Agreement With Respect to Payoff and Reallocation; Non-Pro Rata Decrease; Consents.

(a) Payoff and Reallocation Amount. At or before 12:00 noon (New York time) on the date hereof (the “Payment Time”), Issuer shall deposit, or cause to be deposited, in the Collection Account, in immediately available funds, the applicable amounts set forth in paragraph (b)(i) below (such amounts, collectively, the “Issuer Payoff Amount”). At or before the Payment Time, each of Crédit Agricole Corporate and Investment Bank (or any Purchaser in its Purchaser Group), The Bank of Nova Scotia (or any Purchaser in its Purchaser Group) and Barclays Bank PLC (or any Purchaser in its Purchaser Group) shall deposit, or cause to be deposited, in the Collection Account, in immediately available funds, the applicable amounts set forth in paragraph (b)(ii) below (such amounts, collectively, the “Purchaser Reallocation Amount” and, together with the Issuer Payoff Amount, the “Payoff and Reallocation Amount”). The Payoff and Reallocation Amount shall be wired to the parties identified in Schedule I hereto in accordance with the applicable payment instructions set forth on Schedule II hereto.

(b) Deposits in Collection Account.

(i) Issuer hereby agrees that it will by the Payment Time, deposit (or cause to be deposited) in the Collection Account, an amount, in immediately available funds, equal to \$54,038.06, which represents all accrued Monthly Interest, Monthly Program Fees and all other amounts owing as of the Payment Time to Wells Fargo Bank, National Association (“Wells Fargo”) as Managing Agent or to the Purchasers in the Purchaser Group for which it acts as Managing Agent pursuant to the Indenture Supplement or the Note Purchase Agreement (other than the share of the Series Outstanding Amount funded by the Purchaser Group for which it acts as Managing Agent). If the Payoff and Reallocation Amount is not received by Wells Fargo by 5:00 p.m. (New York time) on the date hereof, and if not received by 5:00 p.m. (New York time) on any day to occur thereafter, then the Issuer shall owe to Wells Fargo, and shall deposit or cause to be deposited in the Collection Account, an additional amount, in immediately available funds, equal to \$1,443.90 for each such day until Wells Fargo receives the Payoff and Reallocation Amount.

(ii) Crédit Agricole Corporate and Investment Bank hereby agrees that the Purchasers in its Purchaser Group will by the Payment Time, deposit (or cause to be deposited) in the Collection Account, an amount, in immediately available funds, equal to \$11,992,500.00. The Bank of Nova Scotia hereby agrees that the Purchasers in its Purchaser Group will by the Payment Time, deposit (or cause to be deposited) in the Collection Account, an amount, in immediately available funds, equal to \$7,020,000.00. Barclays Bank PLC hereby agrees that the Purchasers in its Purchaser Group will by the Payment Time, deposit (or cause to be deposited) in the Collection Account, an amount, in immediately available funds, equal to \$2,925,000.00. The aggregate amounts deposited pursuant to this Section 5(b)(ii) represent the share of the Series Outstanding Amount funded by the Purchaser Group for which Wells Fargo acts as Managing Agent. Each of the parties hereto agree that the deposit of such amounts into the Collection Account pursuant to this Section 5(b)(ii) shall constitute an Increase by the respective Purchasers.

(c) Distribution by Indenture Trustee.

(i) The Indenture Trustee is hereby authorized and directed, as Indenture Trustee under the Indenture, at the Payment Time (or, if the amounts required to be deposited into the Collection Account pursuant to paragraph (a) above have not been deposited prior to the Payment Time, at such later time that such amounts have been so deposited), to withdraw and initiate the distribution to each of the parties listed on Schedule I hereto (the “Payoff and Release Parties”) of the amounts deposited into the Collection Account as described above in accordance with the instructions set forth on Schedule II hereto.

(ii) Each of the parties hereto agrees that upon the distribution of the amounts described above in accordance with Schedule I hereto, the Series 2011-1 Note in favor of Wells Fargo shall be paid in full and discharged and deemed by all parties hereto to be cancelled as of the date hereof. Wells Fargo agrees to deliver the original of its Series 2011-1 Note to the Indenture Trustee as soon as practicable. The Indenture Trustee is hereby authorized and directed to cancel such Series 2011-1 Note upon receipt thereof.

(iii) These directions are irrevocable and each of the parties hereto waives all notice, timing or other requirements set forth in any of the Transaction Documents with respect to the repayment of the share of the Series Outstanding Amount funded by the Purchaser Group for which Wells Fargo acts as Managing Agent and the cancellation of the Series 2011-1 Note in favor of Wells Fargo. Each party hereto hereby (a) consents to this Amendment and the terms and conditions contemplated hereby, (b) directs the Indenture Trustee to consent to, accept and execute this Amendment, and (c) waives any conditions precedent or other requirements set forth in the Indenture or any of the other Transaction Documents to the Indenture Trustee’s acceptance of this Amendment. To the extent the provisions of this Amendment conflict with the Indenture, the Note Purchase Agreement or any other Transaction Document, the parties hereto agree that the terms contained herein shall be controlling.

(iv) U.S. Bank assumes no responsibility for the correctness of the recitals contained herein and shall not be responsible or accountable in any way whatsoever for, or with respect to, the validity, execution (other than with respect to itself) or sufficiency of this Amendment, and makes no representations with respect thereto. In entering into this Amendment, U.S. Bank shall be entitled to the benefit of every provision of the Indenture relating to the conduct of, affecting the liability of, or affording protection to it in its capacity as, the Indenture Trustee or in any of its other capacities thereunder, subject to any exceptions and restrictions contained in such provisions.

(d) Release. Effective as of the date hereof upon receipt of its portion of the Payoff and Reallocation Amount, (i) Wells Fargo shall relinquish its respective rights and be released from its respective obligations in any capacity under the Note Purchase Agreement and each other Transaction Document, (ii) Wells Fargo's funding commitments (including its Commitment and obligation to fund any Increases) shall be terminated and (iii) Wells Fargo shall cease to be a party to the Note Purchase Agreement and the other Transaction Documents and shall have no further rights or obligations thereunder except for rights and obligations which by their terms expressly survive termination of the Note Purchase Agreement and its obligations pursuant to Section 6.05 of the Note Purchase Agreement for events, actions or omissions occurring prior to the termination of Wells Fargo's rights and obligations under the Transaction Documents hereunder.

(e) Existing Fee Letter. Wells Fargo acknowledges and agrees that notwithstanding the terms of that certain Second Amended and Restated Fee Letter, dated as of September 11, 2013 (the "Existing Fee Letter"), by and among the Issuer, the Administrative Agent, Wells Fargo and the other Managing Agents party thereto, the consent of Wells Fargo shall not be required in order to amend, restate, supplement or otherwise modify, or waive any provision of or provide any consent under, the Existing Fee Letter.

(f) Non-Pro Rata Payments. Notwithstanding any provision of the Indenture Supplement, the Note Purchase Agreement or any other Transaction Document to the contrary, each of the Managing Agents and the Purchasers hereby consents to the non-pro rata payments in respect of the share of the Series Outstanding Amount funded by the Purchaser Group for which Wells Fargo acts as Managing Agent.

(g) Waiver of Notice. Each party hereto acknowledges and agrees to each of the payments, terminations and releases set forth in this Section 5, and expressly waives any notice or other applicable requirement set forth in the Indenture or any other Transaction Document as a prerequisite or condition precedent to such payments, terminations and releases.

(h) Consents. To the extent that any consent of any party hereto is required under any other agreement to which it is a party for any of the transactions to be effected hereby, such party hereby grants such consent and waives any notice requirements or condition precedent to the effectiveness of any such transactions set forth in any agreement to which it is a party that has not been satisfied as of the date hereof (other than any requirements or conditions precedent set forth in this Amendment).

6. Further Assurances. The Issuer hereby reaffirms its agreements and obligations under Section 3.04 of the Master Indenture and Clause 6 of the Deed of Charge dated 16 December 2011 between the Issuer and the Indenture Trustee (the "Deed of Charge"), including, without limitation, with respect to the Charged Property (as defined in the Deed of Charge).
7. Conditions Precedent. This Amendment shall be effective upon (a) the Indenture Trustee's receipt of counterparts to (i) this Amendment and (ii) the Fee Letter, in each case, duly executed by each of the parties thereto, (b) the Issuer's payment of all fees required to be paid on or prior to the date hereof in accordance with the Fee Letter in accordance with the terms thereof, (c) the receipt by each Payoff and Release Party, by wire transfer of immediately available funds to the applicable account specified on Schedule II hereto, of an amount equal to its respective portion of the Payoff and Reallocation Amount and (d) the Issuer's payment and/or reimbursement, to the extent invoiced, of the Administrative Agent's, each Managing Agent's and each Purchaser's reasonable costs and expenses incurred in connection with this Amendment and the other Transaction Documents.
8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.
9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
10. References to and Effect on Affected Documents. On and after the date hereof: (i) all references in any Affected Document to "this Agreement," "hereof," "herein" or words of similar effect referring to such Affected Document shall be deemed to be references to such Affected Document as amended by this Amendment; (ii) each reference in any of the Affected Documents to any other Affected Document and each reference in any of the other Transaction Documents among the parties hereto to any of the Affected Documents shall each mean and be a reference to such Affected Document as amended by this Amendment; and (iii) each reference in any Transaction Document among the parties hereto to any of the

terms or provisions of an Affected Document which are redefined or otherwise modified hereby shall mean and be a reference to such terms or provisions as redefined or otherwise modified by this Amendment; provided, that, notwithstanding the foregoing or any other provisions of this Amendment, the amendments contained in this Amendment shall not be effective to (x) modify on a retroactive basis any representations or warranties previously made under any Affected Document with respect to Receivables transferred or purported to have been transferred prior to the date hereof, which representations and warranties shall continue to speak as of the dates such Receivables were transferred and based on the terms and provisions of the Affected Documents as in effect at such time or (y) otherwise modify the terms of any transfer or purported transfer of any Receivable transferred or purported to be transferred pursuant to an Affected Document prior to the date hereof.

11. Reaffirmation of Performance Guaranty. Effective as of the date hereof, Realogy, in its capacity as the Performance Guarantor under the Performance Guaranty, hereby consents to this Amendment and acknowledges and agrees that the Performance Guaranty remains in full force and effect is hereby reaffirmed, ratified and confirmed.
12. No Waiver. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Affected Documents other than as set forth herein, each of which Affected Documents, as modified hereby, remains in full force and effect and is hereby reaffirmed, ratified and confirmed.
13. Issuer Representations re: Outstanding Series. As of the date hereof, the Issuer represents and warrants that the Series 2011-1 Notes are the only Notes outstanding under the Master Indenture.

[SIGNATURE PAGES FOLLOW]

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

CARTUS CORPORATION

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

CARTUS FINANCIAL CORPORATION

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

APPLE RIDGE SERVICES CORPORATION

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

APPLE RIDGE FUNDING LLC

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

REALOGY GROUP LLC

By: /s/ Seth Truwit  
Name: Seth Truwit  
Title: Senior Vice President

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

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

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

By: /s/ Tina Kourmpetis  
Name: Tina Kourmpetis  
Title:

By: /s/ Michael Guarda  
Name: Michael Guarda  
Title: Managing Director

ATLANTIC ASSET SECURITIZATION LLC, as a Conduit Purchaser

By: /s/ Tina Kourmpetis  
Name: Tina Kourmpetis  
Title:

By: /s/ Michael Guarda  
Name: Michael Guarda  
Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Managing Agent and a Committed Purchaser

By: /s/ Doug Noe  
Name: Doug Noe  
Title: Managing Director

LIBERTY STREET FUNDING LLC, as a Conduit Purchaser

By: /s/ Jill A. Russo  
Name: Jill A. Russo  
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Managing Agent and a Committed Purchaser

By: /s/ Dale Abernathy  
Name: Dale Abernathy  
Title: Director

BARCLAYS BANK PLC, as a Managing Agent

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

SHEFFIELD RECEIVABLES COMPANY LLC, as a Committed Purchaser and a Conduit Purchaser

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

Signature Page to Fourteenth Omnibus Amendment and Payoff and Reallocation Agreement

EXHIBIT A

SCHEDULE II

PURCHASER GROUP INFORMATION

<b>Managing Agent</b>	<b>Conduit Purchaser(s)</b>	<b>Committed Purchaser(s)</b>	<b>Commitment</b>	<b>Purchaser Group Limit</b>	<b>Type</b>
Crédit Agricole Corporate and Investment Bank	Atlantic Asset Securitization LLC	Crédit Agricole Corporate and Investment Bank	\$108,000,000	\$108,000,000	CP Funding Purchaser Group
The Bank of Nova Scotia	Liberty Street Funding LLC	The Bank of Nova Scotia	\$62,000,000	\$62,000,000	CP Funding Purchaser Group
Barclays Bank PLC	Sheffield Receivables Company LLC	Sheffield Receivables Company LLC	\$30,000,000	\$30,000,000	CP Funding Purchaser Group
<b>TOTAL</b>			\$200,000,000	\$200,000,000	

SCHEDULE I

PAYOFF AND REALLOCATION AMOUNT

As of the Payment Time, the portion of the Payoff and Reallocation Amount with respect to each of the Payoff and Release Parties is as set forth below:

Wells Fargo Bank, National Association \$21,991,538.06 (plus, if the Payoff and Reallocation Amount is not received by Wells Fargo Bank, National Association by 5:00 p.m. (New York time) on the date hereof, and if not received by 5:00 p.m. (New York time) on any day to occur thereafter, \$1,443.90 for each such day)