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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of Earliest Event Reported): December 22, 2017 (December 21, 2017)**

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**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.)

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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)

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On December 21, 2017, Realogy Holdings Corp. (the “Company”) and Richard A. Smith entered into a second amendment to Mr. Smith’s employment agreement dated March 13, 2017, as amended on October 23, 2017 (the “Amended Employment Agreement”), to extend the post-employment period of the non-competition restrictive covenant (the “Non-Compete”) in the Amended Employment Agreement from two years to three years such that the Non-Compete shall extend to December 31, 2020 and to broaden the scope of prohibited activities under the Non-Compete.

As revised, Mr. Smith is prohibited under the Non-Compete from directly or indirectly rendering services to any person or entity engaged in residential real estate brokerage, the franchising of residential real estate brokerages, employee relocation business, title services, settlement services, or technology businesses supporting any of the foregoing, any business with business assets, technology, relationships or services in residential real estate that has the potential to meaningfully disrupt the residential real estate brokerage, franchising of residential real estate brokerage, employee relocation, or title or settlement services markets, or any other business of the same type as any business in which the Company or any of its affiliates is engaged on the date of Mr. Smith’s separation from service with the Company.

On December 21, 2017, the Company and Mr. Smith also entered into an Advisory Services Agreement, effective January 1, 2018 (the “Advisory Services Agreement”). The Advisory Services Agreement has a term of two years, ending December 31, 2019. Pursuant to the Advisory Services Agreement, Mr. Smith will, as required by the Company, perform customary and usual advisory services including with respect to external affairs and advice to the Company’s Board of Directors and executive management team and will provide such other services as may be reasonably requested by the Company. Mr. Smith will receive \$1.0 million per year during the term of the Advisory Services Agreement, payable in monthly installments, subject to his continued provision of services in accordance with the Advisory Services Agreement and his continued compliance with the restrictive covenants set forth in the Amended Employment Agreement, including the Non-Compete.

Mr. Smith may terminate the Advisory Services Agreement upon seven days written notice to the Company or upon the Company’s breach of the Advisory Services Agreement following a notice and cure period. The Company may terminate the Advisory Services Agreement if Mr. Smith accepts any employment or other engagement that conflicts with his restrictive covenants with the Company or otherwise breaches a material term of his Advisory Services Agreement or any material term of his Amended Employment Agreement that survives his termination of employment with the Company on December 31, 2017; accepts other employment that will require more than 20 hours per week of work; or is unable to perform the requested advisory services for any reason, including death or disability.

In the event that the Advisory Services Agreement is terminated prior to December 31, 2018, the post-employment period of the Non-Compete will be reduced from a three-year to a two-year period ending December 31, 2019. If the Company terminates the Advisory Services Agreement after December 31, 2018 for any of the reasons set forth in the preceding paragraph, the period of the Non-Compete will continue to be for a three-year period ending December 31, 2020.

The foregoing descriptions of the material terms of the Amended Employment Agreement and the Advisory Services Agreement do not purport to be a complete description and are qualified in their entirety by reference to the Amended Employment Agreement and Advisory Services Agreement, which are filed as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

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

(d)      *Exhibits*

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Amendment No. 2 dated December 21, 2017 to Employment Agreement dated March 13, 2017, as amended on October 23, 2017, between Realogy Holdings Corp. and Richard A. Smith.
10.2	Advisory Services Agreement dated December 21, 2017 between Realogy Holdings Corp. and Richard A. Smith.

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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/ Anthony E. Hull  
Anthony E. Hull, Executive Vice President, Chief  
Financial Officer and Treasurer

Date: December 22, 2017

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/ Anthony E. Hull  
Anthony E. Hull, Executive Vice President, Chief  
Financial Officer and Treasurer

Date: December 22, 2017

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## EXHIBIT INDEX

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10.2	<a href="#"><u>Advisory Services Agreement dated December 21, 2017 between Realogy Holdings Corp. and Richard A. Smith.</u></a>

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

Amendment (this "Amendment"), dated December 21, 2017, to the Employment Agreement (the "Agreement") by and between Realogy Holdings Corp. (the "Company") and Richard A. Smith ("Executive") dated as of March 13, 2017 and amended as of October 23, 2017.

WHEREAS, the Agreement governs the terms of Executive's employment with the Company; and

WHEREAS, unless otherwise defined herein, the defined terms used herein shall have the same meaning as set forth in the Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 9(c) of the Agreement shall be deleted in its entirety and replaced with the following:

"(c) Non-Competition. From the Effective Date through the third anniversary of the Executive's termination date, Executive shall not, directly or indirectly, on Executive's own behalf or by, through, or on behalf of, another Person, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in (1) residential real estate brokerage, the franchising of residential real estate brokerages, employee relocation business, title services, settlement services, or technology businesses supporting any of the foregoing, (2) any business with business assets, technology, relationships or services in residential real estate that has the potential to meaningfully disrupt the residential real estate brokerage, franchising of residential real estate brokerage, employee relocation, or title or settlement services markets, or (3) any other business of the same type as any business in which the Company or any of its Affiliates is engaged on the date of termination of Executive's employment or in which they have proposed, on or prior to such date, to be engaged in on or after such date and in which the Executive has been involved to any extent (other than de minimis) at any time during the two (2) year period ending with the date of termination of such Executive's employment, anywhere in the world in which the Company or its Affiliates conduct business. Nothing in this Section 9(c) shall prohibit Executive from being a

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passive owner of not more than 4.99% of the outstanding equity interests of any entity so long as Executive has no active participation in the business of such corporation. For the avoidance of doubt, following termination of employment, Executive shall not violate this paragraph by providing services to a hedge fund or private equity firm so long as Executive does not directly or indirectly engage in the competitive businesses described above. This Section 9(c) shall not prevent Executive from joining the board of directors of any entity which is not primarily engaged in residential real estate brokerage, franchising of residential real estate brokerages, employee relocation or title services or any technology businesses supporting any of the foregoing or any business with business assets, technology, relationships or services in residential real estate that has the potential to meaningfully disrupt the residential real estate brokerage, franchising of residential real estate brokerage, employee relocation, or title or settlement services markets so long as Executive does not directly or indirectly engage in the businesses prohibited above.”

2. The parties acknowledge and agree that this Amendment is being contemporaneously executed with that certain Advisory Services Agreement dated December 21, 2017 by and between the Company and the Executive (the “Advisory Services Agreement”). For the avoidance of doubt, if the Advisory Services Agreement is terminated for any of the reasons set forth in Section 2(b) of the Advisory Services Agreement, the Company hereby acknowledges and agrees that it shall be deemed to have waived its right to enforce the non-competition provision contained in Section 9(c) of the Agreement, as amended by the Amendment, after the period ending December 31, 2019.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

REALOGY HOLDINGS CORP.

By: /s/ Tony Hull

Name: Tony Hull

Title: Executive Vice President,

Chief Financial Officer and Treasurer

/s/ Richard A. Smith

Richard A. Smith

[Signature page to Second Amendment to Employment Agreement]



December 21, 2017

Richard A. Smith

Via: Hand Delivery

Re: **Advisory Services Agreement**

Dear Richard:

This is to confirm our agreement with you, Richard A. Smith (hereinafter “you” or “Advisor”), pursuant to which you will provide advisory services to Realogy Holdings Corp. (the “Company”), a corporation organized under the laws of the state of Delaware, USA, with its principal place of business at 175 Park Avenue, Madison, New Jersey, in connection with certain projects described herein. This letter shall set forth the terms of your engagement (the “Agreement”), which are as follows:

1 . **Engagement and Duties.** The Company hereby engages you as an independent contractor, to perform customary and usual advisory services, each to be performed only as specifically requested by the Company in writing to you, relating to:

- general advice on industry matters,
- the Company’s external affairs, including federal and state government advocacy on legislative and regulatory matters,
- providing advice to the Company’s Board of Directors and Chief Executive Officer regarding new legislation or regulations that may impact the Company’s operations, franchisees, suppliers, employees and/or clients,
- speaking with other constituencies or representing the Company at industry or other business association meetings associated with setting or influencing public policy,
- consultation, as requested, with members of the Board of Directors and senior management of the Company, and
- such other work as may be requested to further the interests of the Company on matters of concern occurring in the public domain (collectively, the “Advisory Services”).

Such Advisory Services shall not require you to provide services that equal or exceed twenty percent (20%) of the services you provided under your Employment Agreement by and between you and the Company dated March 13, 2017, as amended October 23, 2017 and December 21, 2017

(collectively, the “Amended Employment Agreement”). Further, the frequency with which you are requested by the Board of Directors to perform the Advisory Services is within the sole

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discretion of the Company's Board of Directors and does not, in any way, impact the Company's obligations under the terms of this Agreement.

You shall make all reasonable efforts to complete the Advisory Services in the time frame designated by the Company and, as part of the Advisory Services, you may be required to periodically meet with the Company, in person or via conference calls, on such days as may be mutually agreed by you and the Company. Any changes to the Advisory Services described herein may be made upon mutual agreement in writing.

2. Term and Termination.

(a) Your engagement hereunder shall commence January 1, 2018 (the "Commencement Date") and shall continue until December 31, 2019, unless earlier terminated as provided herein.

(i) You may terminate this Agreement (A) at any time upon not less than seven (7) days prior written notice to the Company, and (B) due to the Company's failure to make payments to you pursuant to the terms of this Agreement following written notice from you to the Company of such failure and the payment is not made to you within 30 calendar days of such notice.

(ii) The Company may terminate this Agreement at any time due to (A) your engagement or employment in any capacity that conflicts with your obligations under the post-employment restrictive covenants contained in Section 9 of your Amended Employment Agreement (the "Restrictive Covenants"), as reasonably determined by the Company's Board of Directors, (B) your material breach of any provision of this Agreement or any provision of the Amended Employment Agreement that survives your termination of employment effective December 31, 2017, (C) your acceptance of other employment that will require 20 or more hours per week of your time, or (D) you become unable to perform the Advisory Services contemplated under this Agreement, including by reason of death or disability.

(b) In the event the Agreement is terminated (i) by you for any reason at any time prior to December 31, 2018, (ii) by you pursuant to Section 2(a)(i)(B), or (iii) by the Company for any reason prior to December 31, 2018, the non-competition period contained in Section 9(c) of your Amended Employment Agreement shall be reduced from three (3) years to two (2) years. For the avoidance of doubt, if the Agreement is terminated for any of the reasons set forth in this Section 2(b), the Company hereby acknowledges and agrees that it shall be deemed to have waived its right to enforce the non-competition provision contained in Section 9(c) of your Amended Employment Agreement after the period ending December 31, 2019.

(c) In the event the Agreement is terminated (i) by you for any reason at any time after December 31, 2018 other than pursuant to Section 2(a)(i)(B) or (ii) by the Company pursuant to its rights set forth in Section 2(a)(ii), the non-competition period contained in Section 9(c) of your Amended Employment Agreement, shall not be reduced.

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You acknowledge and agree that all materials provided to you by the Company in connection with your provision of Advisory Services will remain the sole and exclusive property of the Company. Upon termination of this Agreement, you shall return to the Company all records relating to the Advisory Services, including all correspondence and files. You hereby waive all rights of retention to said records.

3. Compensation; Expenses. During the term of this Agreement you will be paid a monthly fee of \$83,333.33. Such payment shall be made monthly, so long as the invoices relating to such time periods have been submitted. Invoices (substantially in the format attached hereto) shall be directed to the Company's Chief Human Resources Officer, at 175 Park, Avenue, Madison, New Jersey 07940, or may be sent via email to said Company representative. Any change to Advisor's address may be submitted to the Company via such invoices.

(a) The Company shall issue you a Form 1099 for all payments made hereunder. All taxes, withholding and the like on any and all amounts paid under this Agreement shall be your responsibility. You agree that you shall indemnify and hold the Company, its affiliates, and agents, harmless for any judgments, fines, costs, or fees associated with such payments herein.

(b) During the term of this Agreement the Company will pay or reimburse Advisor for reasonable out-of-pocket expenses incurred by Advisor and related to Advisor's performance of its obligations hereunder, including travel. All travel to perform the Advisory Services must be pre-approved.

(c) You must specify that you are affiliated with the Company as an Independent Business Advisor in all communications made by you pursuant to your provision of Advisory Services under this Agreement.

4. Independent Contractor. You acknowledge that you are an independent contractor, that Advisor and any individuals performing services on behalf of Advisor are not employees of the Company, and that Advisor is not the legal representative or agent of, nor does Advisor have the power to obligate, the Company for any purpose whatsoever. Advisor further acknowledges that the scope of the engagement hereunder does not include any supervisory responsibilities with respect to the Company personnel. Advisor expressly acknowledges that the relationship intended to be created by this letter is a business relationship based entirely on and circumscribed by the express provisions of this letter and that no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this letter. The Company shall carry no worker's compensation insurance or any health or accident insurance to cover Advisor or agents of Advisor by reason of this Agreement, but nothing herein shall negate the Company's obligation, if any, concerning health and welfare benefits under the Amended Employment Agreement. Advisor agrees that it shall indemnify and hold the Company harmless for any possible claims arising from any labor or Social Security obligations it may not have fulfilled. Further, Advisor agrees that it shall undertake to meet all obligations to its employees with respect to salaries, social security, unemployment, withholding taxes and any other contributions or benefits required during the entire term of this Agreement. The Company shall not pay Advisor any contributions to social security, unemployment

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insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.

5. Non-Exclusivity. Advisor is free to work for third parties in addition to the Company, provided that such work does not conflict with the terms and conditions of this Agreement, in particular as set forth in Section 2(a)(ii), or the Restrictive Covenants to which Advisor remains bound pursuant to the Amended Employment Agreement and the subsequently executed Release Agreement, the terms of which are not amended in any way by this Agreement. Advisor shall also promptly inform the Company about all of its current and anticipated activities on a monthly basis.

6. Confidentiality. The Company will take all reasonable steps to ensure that you will not receive material non-public Company information in connection with the performance of the Advisory Services. However, you acknowledge that you may be given access to information regarding certain plans and operations of the Company not otherwise publicly available (the "Confidential Material"). Such Confidential Material may or may not be designated as confidential or proprietary and may be oral or written or electronic media. You agree, during the term of this Agreement, and following its expiration or earlier termination:

(a) Not to use for any purpose any portion of the Confidential Material except in connection with the performance of the Advisory Services.

(b) Not to disclose to any person (which for purposes of this Agreement shall include any natural person, corporation, partnership, trust, association, joint venture, pool, syndicate, unincorporated organization, joint stock company, governmental entity or similar entity or organization) any portion of the Confidential Material, without the prior written consent of the Company, which may be withheld in its sole discretion.

(c) You understand that such information is owned and shall continue to be owned solely by the Company.

(d) You shall use at least the same degree of care that you use to prevent the disclosure of your own confidential information of like importance to prevent the disclosure of Confidential Material.

(e) To immediately return to the Company any and all copies or originals of Confidential Material upon the termination of this Agreement or request by the Company.

(f) If you are required to disclose Confidential Material pursuant to the order or requirement of a court, administrative agency or other governmental body, you shall provide prompt notice of such requirement to the Company to enable the Company to seek a protective order or otherwise prevent or restrict such disclosure.

7. No Conflicts. Advisor represents and warrants to the Company that the execution and delivery of this Agreement by Advisor and Advisor's performance in accordance with the terms of this

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Agreement will not conflict with, be a breach of or constitute a default under any agreement to which Advisor is a party or by which Advisor or its designated agents are bound.

8. Compliance with Laws. The Company has selected Advisor on the basis of its experience and qualifications, including Advisor's reputation for ethical business conduct and compliance with applicable laws. In light of Advisor's qualifications, the Company believes and expects that Advisor will at all times maintain its ethical conduct and avoid any activity that might result in a violation of any applicable law. Further, Advisor agrees that at all times while performing services pursuant to this Agreement that Advisor will comply with all applicable laws and regulations, including maintaining compliance with all rules, regulations and reporting obligations related to lobbyist activities.

9. Assignment. The Advisor may not assign any portion of its obligations under this Agreement.

10. Breach of Agreement. Advisor and Company agree that money damages would not be a sufficient remedy for any breach of this Agreement by Advisor or Company or its agents, representatives or employees and that in addition to all other remedies, the Company and Advisor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. Nor may the waiver by the Company of any breach by any other independent contractor constitute a waiver of the same or similar breach by Advisor.

11. Miscellaneous. This letter sets forth the full agreement between the Company and Advisor and supersedes any and all prior agreements and understandings, oral or written, with respect to such matter, and any other arrangements between Advisor and the Company with the exception of the Amended Employment Agreement, Release Agreement, and any other equity related documents executed by you or applicable to you in connection with grants of equity from the Company to you, which agreements shall remain in full force and effect pursuant to their respective terms. This letter shall be enforced in accordance with the laws of the State of New Jersey and may be executed in one or more counterparts each of which shall constitute an original of this letter and all of such counterparts shall constitute one instrument. In the event any paragraph or provision of this Agreement is adjudged void, invalid or unenforceable by court, law or equity, the remaining portions of this Agreement shall nonetheless continue and remain in full force and effect.

[Remainder of page intentionally left blank]

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Richard A. Smith  
December 21, 2017  
Page 6

Please evidence your agreement with the provisions set forth herein by signing a copy of this Agreement in the space indicated. We look forward to working with you for our mutual benefit.

Very truly yours,  
Realogy Holdings Corp.

By: Tony Hull  
Name: Tony Hull  
Title: Executive Vice President,  
Chief Financial Officer and Treasurer

UNDERSTOOD AND AGREED TO:

By: /s/ Richard A. Smith  
Name: Richard A. Smith  
Date: 12/21/2017

[Signature page to Advisory Services Agreement]