

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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 21, 2019

LendingTree, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other jurisdiction
of incorporation)

001-34063

(Commission
File Number)

26-2414818

(IRS Employer
Identification No.)

11115 Rushmore Drive, Charlotte, NC

(Address of principal executive offices)

28277

(Zip Code)

Registrant's telephone number, including area code: **(704) 541-5351**

Not Applicable

(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
Common Stock, \$0.01 par value per share	TREE	Nasdaq Stock Market

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 24, 2019, LendingTree, LLC, a wholly-owned subsidiary of LendingTree, Inc. (the “Company”), entered into an amendment (the “Amendment”) to its Amended and Restated Credit Agreement dated as of November 21, 2017, by and among LendingTree, LLC, the lenders party thereto, and SunTrust Bank, as administrative agent (the “Credit Agreement”). The Amendment amends Section 8.1(l) of the Credit Agreement to provide that any judgment or order for the payment of money in the aggregate in excess of the Threshold Amount (as defined in the Credit Agreement) but less than \$74.8 million (plus any additional pre-judgment interest) with respect to the case originally styled as *Residential Funding Company, LLC v Home Loan Center, Inc., No. 13-cv-3451 (U.S. Dist. Ct., Minn.)*, is not an event of default under that section. This summary of the Amendment does not purpose to be complete and is subject to and qualified in its entirety by reference to the text of the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K. See Item 8.01 below for further discussion of the cited litigation.

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

The disclosure in Item 1.01 above is incorporated herein by reference.

Item 8.01. Other Events.

On June 21, 2019, the court in *ResCap Liquidating Trust v. Home Loan Center, Inc., Case No. 14-cv-1716 (U.S. Dist. Ct., Minn.)*, the successor to *Residential Funding Company, LLC v Home Loan Center, Inc., No. 13-cv-3451 (U.S. Dist. Ct., Minn.)*, entered judgment against HLC in the amount of \$68.5 million. The court’s entry of judgment follows, and is inclusive of, the previously-disclosed jury verdict amount of \$28.7 million, the court’s previously-disclosed determination that the plaintiff is entitled to pre-verdict interest in the amount of \$14.1 million, and the court’s determination that the plaintiff is entitled to recovery of \$23.1 million in attorneys and costs. The judgment also reflects post-verdict, pre-judgment interest of \$2.6 million. As discussed in the Company’s quarterly report on Form 10-Q filed with the SEC on April 29, 2019, HLC believes it has strong grounds for an appeal and HLC intends to vigorously pursue an appeal.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	First Amendment to Credit Agreement

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 28, 2019

LENDINGTREE, INC.

By: /s/ J.D. Moriarty

J.D. Moriarty

Chief Financial Officer

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "Agreement") is made and entered into as of June 24, 2019, by and among LENDINGTREE, LLC, a Delaware limited liability company (the "Borrower"), LENDINGTREE, INC., a Delaware corporation ("Parent"), the other Loan Parties (as defined in the Credit Agreement referred to below), the Lenders (as defined below) party hereto, and SUNTRUST BANK, as the administrative agent for itself and on behalf of the Lenders (in such capacity, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Borrower, Parent, the financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent have executed and delivered that certain Amended and Restated Credit Agreement dated as of November 21, 2017 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in various filings with the Securities and Exchange Commission, Parent has disclosed the existence of pending litigation involving one of its Subsidiaries in the case styled *Residential Funding Company, LLC v Home Loan Center, Inc., No. 13-cv-3451 (U.S. Dist. Ct., Minn.)*, which litigation could result in a judgment of up to \$74,800,000 (plus any additional pre-judgment interest awarded by the court), which would be in excess of the Threshold Amount; and

WHEREAS, the Borrower has requested that the Lenders agree to amend certain provisions of the Credit Agreement as set forth herein, and the Administrative Agent and the Lenders party hereto have agreed to such amendments, in each case subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each of the parties hereto hereby covenants and agrees as follows:

SECTION 1. Definitions. Unless otherwise specifically defined herein, each term used herein (and in the recitals above) which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall from and after the date hereof refer to the Credit Agreement as amended hereby.

SECTION 2. Amendments to Credit Agreement.

(a) Amendment to Section 1.1. Section 1.1 of the Credit Agreement is amended by adding the following definition thereto in appropriate alphabetical order:

"Specified Litigation" shall mean the case styled *Residential Funding Company, LLC v Home Loan Center, Inc., No. 13-cv-3451 (U.S. Dist. Ct., Minn.)*, and, solely to the extent related to such case and the substantive claims and allegations as set forth therein, any refilings and appeals in respect thereof.

(b) Amendment to Section 8.1(i). Section 8.1(i) of the Credit Agreement is amended and restated in its entirety so that it reads as follows:

(i) a court of competent jurisdiction shall enter a decree or order for relief in respect of Parent or any of its Material Subsidiaries (or Parent or any Material Subsidiary consents to the entry of such decree or order) pursuant to which such Person becomes subject to any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (A) liquidation, reorganization or other relief in respect of Parent or any of its Material Subsidiaries or its debts, or any substantial part of its assets, under any federal, state or foreign

bankruptcy, insolvency or other similar law now or hereafter in effect or (B) the appointment of a custodian, trustee, receiver, liquidator or other similar official for Parent or any of its Material Subsidiaries or for a substantial part of its assets, and in any such event described in this clause (ii), such proceeding or petition shall remain undismissed for a period of 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(c) Amendment to Section 8.1(l), Section 8.1(l) of the Credit Agreement is amended and restated in its entirety so that it reads as follows:

(l) any judgment or order for the payment of money in excess of the Threshold Amount in the aggregate (to the extent not paid or covered by insurance as to which the applicable insurance company is solvent and has not disputed coverage) shall be rendered against Parent or any of its Subsidiaries, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; provided, that no Event of Default under this clause (l) shall be deemed to have occurred as a result of any judgment or order for the payment of money in the aggregate in excess of the Threshold Amount but less than \$74,800,000 (plus any additional pre-judgment interest awarded by the court) being rendered with respect to the Specified Litigation; or

SECTION 3. Conditions Precedent. This Agreement shall become effective only upon satisfaction or waiver of the following conditions precedent except as otherwise agreed between the Borrower, Parent, and the Administrative Agent:

(a) the Administrative Agent's receipt of this Agreement duly executed by each of (i) the Loan Parties, (ii) the Required Lenders, and (iii) the Administrative Agent; and

(b) the Borrower shall have paid all fees, costs and expenses owed by the Borrower to the Administrative Agent or any of its Affiliates, without limitation, reasonable fees, charges and disbursements of counsel for the Administrative Agent (or the Administrative Agent shall be satisfied with arrangements made for the payment thereof).

SECTION 4. Miscellaneous Terms.

(a) Loan Document. For avoidance of doubt, the Loan Parties, the Lenders party hereto, and the Administrative Agent each hereby acknowledges and agrees that this Agreement is a Loan Document.

(b) Effect of Agreement. Except as set forth expressly hereinabove, all terms of the Credit Agreement and the other Loan Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the Loan Parties.

(c) No Novation or Mutual Departure. The Loan Parties expressly acknowledge and agree that (i) there has not been, and this Agreement does not constitute or establish, a novation with respect to the Credit Agreement or any of the other Loan Documents, or a mutual departure from the strict terms, provisions, and conditions thereof, other than with respect to the amendments contained in Section 2 above and (ii) nothing in this Agreement shall affect or limit the Administrative Agent's or any Lender's right to demand payment of liabilities owing from any Loan Party to the Administrative Agent or the Lender under, or to demand strict performance of the terms, provisions, and conditions of, the Credit Agreement and the other Loan Documents, to exercise any and all rights, powers, and remedies under the Credit Agreement or the other Loan Documents or at law or in equity, or to do any and all of the foregoing, immediately at any time after the occurrence of a Default or an Event of Default under the Credit Agreement or the other Loan Documents.

(d) Ratification. Each Loan Party hereby (i) restates, ratifies, and reaffirms all of its obligations and covenants set forth in the Credit Agreement and the other Loan Documents to which it is a party effective as of the date hereof and (ii) restates and renews each and every representation and warranty heretofore made by it in the Credit Agreement and the other Loan Documents as fully as if made on the date hereof and with specific reference to this Agreement and any other Loan Documents executed or delivered in connection herewith (except with respect to

representations and warranties made as of an expressed date, in which case such representations and warranties shall be true and correct as of such date).

(e) No Default. To induce Lenders to enter into this Agreement, Borrower hereby acknowledges and agrees that, as of the date hereof, and after giving effect to the terms hereof, there exists (i) no Default or Event of Default and (ii) no right of offset, defense, counterclaim, claim, or objection in favor of Borrower or arising out of or with respect to any of the Loans or other obligations of Borrower owed to Lenders under the Credit Agreement or any other Loan Document.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

(g) Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(h) Recitals Incorporated Herein. The preamble and the recitals to this Agreement are hereby incorporated herein by this reference.

(i) Section References. Section titles and references used in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

(j) Further Assurances. The Loan Parties agree to take, at the Loan Parties' expense, such further actions as the Administrative Agent shall reasonably request from time to time to evidence the amendments set forth herein and the transactions contemplated hereby.

(k) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(l) Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(m) Reaffirmation. Each Guarantor (i) consents to the execution and delivery of this Agreement, (ii) reaffirms all of its obligations and covenants under the Loan Documents to which it is a party, and (iii) agrees that none of its respective obligations and covenants shall be reduced or limited by the execution and delivery of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

BORROWER:

LENDINGTREE, LLC

By: /s/ J.D. Moriarty _____
Name: J.D. Moriarty
Title: CFO

PARENT AND GUARANTOR:

LENDINGTREE, INC.

By: /s/ J.D. Moriarty _____
Name: J.D. Moriarty
Title: CFO

GUARANTORS:

OVATION CREDIT SERVICES, INC.

By: /s/ J.D. Moriarty _____
Name: J.D. Moriarty
Title: Treasurer

QUOTEWIZARD.COM, LLC

By: /s/ J.D. Moriarty _____
Name: J.D. Moriarty
Title: Treasurer

ADMINISTRATIVE AGENT AND LENDERS:

SUNTRUST BANK, as the Administrative Agent and a Lender

By: /s/ Cynthia W. Burton

Name: Cynthia W. Burton

Title: Director

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Charles R. Dickerson
Name: Charles R. Dickerson
Title: SVP

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Sheldon Pinto
Name: Sheldon Pinto
Title: Authorized Signatory

FIFTH THIRD BANK,
as a Lender

By: /s/ Jodie R. Ayres
Name: Jodie R. Ayres
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Caitlin Stewart
Name: Caitlin Stewart
Title: Executive Director

REGIONS BANK,
as a Lender

By: /s/ Jason Douglas
Name: Jason Douglas
Title: Director

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Krutesh Trivedi
Name: Krutesh Trivedi
Title: VP