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 14, 2024

Hilton Worldwide Holdings Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware(State or Other Jurisdiction of Incorporation)

001-36243 (Commission File Number)

27-43846 (IRS Emplo Identification

7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 (Address of Principal Executive Offices) (Zip Code)

(703) 883-1000 (Registrant's Telephone Number, Including Area Code)

	(Former Na	Not Applicable me or Former Address, if Changed Since Last	Report)				
	eck the appropriate box below if the Foristrant under any of the following prov	orm 8-K filing is intended to simultaneous visions:	sly satisfy the filing obl				
	Written communications pursuant to	ten communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)					
	Soliciting material pursuant to Rule	citing material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)					
	Pre-commencement communications	nmencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 24					
	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 24						
Sec	curities registered pursuant to Section	12(b) of the Act:					
	Title of each class	Trading Symbol(s)	Name of each ex on which regi				
(Common Stock, \$0.01 par value per share	HLT	New York Stock				

share

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of

Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 chapter).

Emerging Growth Company \square

Item 1.01 Entry into a Material Definitive Agreement.

Credit Agreement Amendment

On June 14, 2024, Hilton Domestic Operating Company Inc. (the "Borrower"), an indirect subsidiary Worldwide Holdings Inc. (the "Company"), entered into Amendment No. 11 (the "Amendment") to the Cr dated as of October 25, 2013 (as amended, the "Credit Agreement"). After giving effect to (i) the Amendment in the full repayment of approximately \$1,000.00 million of term B-3 loans outstanding under the Credit with proceeds from incremental term B-4 loans, the aggregate principal amount of term B-4 loans outstand the Credit Agreement will equal approximately \$3,119.00 million (the "Repriced Term Loans"). The Reprice Loans will (i) mature on November 8, 2030, (ii) provide for a reduced applicable margin on Term SOFR roots 1.75% per annum and a reduced applicable margin on base rate loans of 0.75% per annum, (iii) in the case SOFR rate loans, remove the credit spread adjustment and (iv) provide for a premium of 1.00% of the again principal amount of any Repriced Term Loans prepaid as a result of certain repricing transactions occurred to the effective date of the Amendment.

All other terms of the Repriced Term Loans will remain substantially the same as the existing term lexcept as otherwise amended by the Amendment.

Certain of the participants in the Credit Agreement and their respective affiliates have engaged in, a future engage in, investment banking, advisory roles and other commercial dealings in the ordinary cour with the Company and/or its affiliates. They have received, or may in the future receive, customary fees a commissions for these transactions.

The foregoing description of the Amendment does not purport to be complete and is qualified in its reference to the full text of such document, which is filed as Exhibit 10.1 to this Current Report on Form incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	<u>Description</u>
10.1	Amendment No. 11, dated as of June 14, 2024, to the Credit Agreement, dated as of October amended by Amendment No. 1 to the Credit Agreement dated as of August 18, 2016, as furth Amendment No. 2 to the Credit Agreement dated as of November 21, 2016, as further amended Management No. 3 to the Credit Agreement dated as of March 16, 2017, as further amended No. 4 to the Credit Agreement dated as of April 19, 2018, as further amended by Amendment Credit Agreement dated as of June 5, 2019, as further amended by Amendment No. 6 to the Cagreement dated as of June 21, 2019, as further amended by Amendment No. 7 to the Credit dated as of October 21, 2021, as further amended by Amendment No. 8 to the Credit Agreement December 9, 2022, as further amended by Amendment No. 9 to the Credit Agreement dated a 2023 and as further amended by Amendment No. 10, dated as of November 8, 2023), by and Worldwide Holdings Inc., Hilton Worldwide Parent LLC, Hilton Domestic Operating Company guarantors party thereto from time to time, Deutsche Bank AG New York Branch as administrated collateral agent and the other lenders party thereto from time to time.

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

HILTON WORLDWIDE HOLDING

By: /s/ Kevin J. Jacobs

Name: Kevin J. Jacobs

Title: Chief Financial Officer a

Global Development

Date: June 14, 2024