

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q/A

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (D) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2005

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from _____ to _____

Commission File Number 001-32205

CB RICHARD ELLIS GROUP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation
or organization)

94-3391143
(I.R.S. Employer Identification Number)

**100 N. Sepulveda Boulevard, Suite 1050
El Segundo, California**
(Address of principal executive offices)

90245
(Zip Code)

(310) 606-4700
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days
Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.
Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: Common stock \$0.01 par value, 72,574,851 shares outstanding as of August 1, 2005

Explanatory Note

This Amendment No. 1 (the "Amendment") to the Quarterly Report on Form 10-Q (the "Report") of CB Richard Ellis Group, Inc. for the quarterly period ended June 30, 2005, originally filed with the United States Securities and Exchange Commission (the "SEC") on August 9, 2005 is solely for the purpose of filing Exhibit 10 to the Report.

Pursuant to Rule 12b-15 under the Securities Exchange Act of 1934, as amended, the complete text of Part II, Item 6 to the Report is set forth below. The remainder of the Report originally filed on August 9, 2005 is unchanged and is not reproduced in this Amendment. In addition, this Amendment has been signed as of a current date and all certifications of the Company's Chief Executive Officer and Chief Financial Officer are given as of a current date. This Amendment speaks as of the original filing date of the Report and reflects only the changes set forth below. Except as expressly stated above, this Amendment on Form 10-Q/A does not reflect any events occurring after the date of the Report as filed with the SEC on August 9, 2005, or otherwise modify or update any of the information contained therein.

FORM 10-Q/A

June 30, 2005

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ITEM 6. EXHIBITS

Exhibit Number	Description
3.1	Form of Restated Certificate of Incorporation of CB Richard Ellis Group, Inc. filed on June 15, 2004 (incorporated by reference to Exhibit 3.3 of the CB Richard Ellis Group Inc. Amendment No. 4 to Registration Statement on Form S-1 filed with the SEC (No. 333-112867) on June 7, 2004)
3.2	Form of Restated By-laws of CB Richard Ellis Group, Inc. (incorporated by reference to Exhibit 3.5 of the CB Richard Ellis Group Inc. Amendment No. 4 to Registration Statement on Form S-1 filed with the SEC (No. 333-112867) on June 7, 2004)
10	Amendment No. 2 to the Amended and Restated Credit Agreement, dated as of April 23, 2004 and amended November 15, 2004 (the "Credit Agreement") (incorporated by reference to Exhibit 10.1(b) of the CB Richard Ellis Group, Inc. Amendment No. 2 to Registration Statement on Form S-1 filed with the SEC (No. 333-112867) on April 30, 2004, and Exhibit 10.1(c) of the CB Richard Ellis Group, Inc. Amendment No. 1 to Registration Statement on Form S-1 filed with the SEC (No. 333-120445) on November 24, 2004), with the Lenders (as defined under the Credit Agreement) and Credit Suisse First Boston*
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to §302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to §302 of the Sarbanes-Oxley Act of 2002*
32	Certifications by Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002*

* Filed herewith

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 thereunto duly authorized.

CB RICHARD ELLIS GROUP, INC.

Date: March 14, 2006

/s/ KENNETH J. KAY

Kenneth J. Kay

Chief Financial Officer (principal financial officer)

Date: March 14, 2006

/s/ GIL BOROK

Gil Borok

Global Controller (principal accounting officer)

AMENDMENT NO. 2 dated as of May 10, 2005 (this "*Amendment*"), to the Amended and Restated Credit Agreement dated as of April 23, 2004, as amended as of November 15, 2004 (the "*Credit Agreement*"), among CB RICHARD ELLIS SERVICES, INC., a Delaware corporation (the "*Borrower*"), CB RICHARD ELLIS GROUP, INC., a Delaware corporation ("*Holdings*"), the Lenders (as defined in Article I of the Credit Agreement), and CREDIT SUISSE FIRST BOSTON, as administrative agent (in such capacity, the "*Administrative Agent*") and as collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders.

- A. Pursuant to the Credit Agreement, the Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower.
- B. The Borrower has requested certain amendments to the Credit Agreement as set forth herein.
- C. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Amendments.* (a) The definition of the term "Permitted Investments" set forth in Section 1.01 of the Credit Agreement is hereby amended as follows:

- (i) by deleting the word "and" at the end of clause (e) thereof;
- (ii) by redesignating clause (f) thereof as clause (g); and
- (iii) by adding a new clause (f) thereof as follows:

"(f) investments in so-called "auction rate" securities rated AAA by S&P, Aaa by Moody's or AAA by Fitch Ratings and which have a reset date not more than 90 days from the date of acquisition thereof; and"

(b) The definition of the term "Consolidated EBITDA" set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting the words "Consolidated Interest Expense" in clause (a) (i) thereof and substituting therefor the words "consolidated interest expense".

(c) The definition of the term "Excess Cash Flow" set forth in Section 1.01 of the Credit Agreement is hereby amended by inserting immediately after the words "Consolidated Interest Expense for such period paid in cash" in clause (i) thereof the words "and premiums paid in cash during such period in connection with any permitted prepayment, redemption or repurchase of Existing Debt".

(d) Section 2.13(d) of the Credit Agreement (Mandatory Prepayment from Excess Cash Flow) is hereby amended and restated in its entirety to read as follows:

"(d) No later than the earlier of (i) 45 days after the end of each ECF Period and (ii) the date on which the financial statements with respect to the last fiscal quarter of such period are delivered pursuant to Section 5.04(b), if the Leverage Ratio at the end of such period shall have been greater than or equal to 2.5 to 1.0, the Borrower shall prepay outstanding Term Loans in accordance with Section 2.13(g) in an aggregate principal amount equal to 50% of Excess Cash Flow for the ECF Period then ended."

(e) Section 6.04(f) of the Credit Agreement (Hedging Agreements) is hereby amended by inserting immediately after the first use of the word "Borrower" therein the words "and the Subsidiaries".

SECTION 2. *Representations and Warranties.* To induce the other parties hereto to enter into this Amendment, Holdings and the Borrower represent and warrant to each of the Lenders, the Administrative Agent, the Issuing Banks and the Collateral Agent that, after giving effect to this Amendment, (a) the

representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date; and (b) no Default or Event of Default has occurred and is continuing.

SECTION 3. *Effectiveness.* This Amendment shall become effective as of the date set forth above on the date (the "*Amendment Effective Date*") on which the Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Borrower, Holdings, the Subsidiary Guarantors and the Required Lenders.

SECTION 4. *Effect of Amendment.* Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Issuing Banks, the Collateral Agent or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. After the date hereof, any reference to the Credit Agreement shall mean the Credit Agreement as modified hereby. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 5. *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 and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. *Applicable Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. *Headings.* The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 8. *Acknowledgment of Guarantors.* Each of the Guarantors hereby acknowledges receipt and notice of, and consents to the terms of, this Amendment.

[Remainder of this page intentionally left blank]

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

CB RICHARD ELLIS SERVICES, INC.,

by /s/ DEBERA FAN
 Name: Debera Fan
 Title: Senior Vice President & Treasurer

CB RICHARD ELLIS GROUP, INC.,

by /s/ DEBERA FAN
Name: Debera Fan
Title: Senior Vice President & Treasurer

EACH OF THE SUBSIDIARY GUARANTORS,

by /s/ DEBERA FAN
Name: Debera Fan
Title: Senior Vice President & Treasurer

CREDIT SUISSE FIRST BOSTON, acting through its
Cayman Islands Branch, individually and as
Administrative Agent, Collateral Agent and Issuing
Bank,

by /s/ WILLIAM O'DALY
Name: William O'Daly
Title: Director

by /s/ CASSANDRA DROOGAN
Name: Cassandra Droogan
Title: Associate

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SIGNATURE PAGE TO AMENDMENT NO. 2
DATED AS OF MAY 10, 2005, TO THE CB
RICHARD ELLIS SERVICES, INC. CREDIT
AGREEMENT.

Name of Lender: 47th Street Funding II Inc.

/s/ LAURA L. TORRADO
Name: Laura L. Torrado
Title: AUTHORIZED SIGNATORY

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CERTIFICATIONS

I, Brett White, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q/A of CB Richard Ellis Group, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2006

/s/ BRETT WHITE

Brett White
Chief Executive Officer

CERTIFICATION

I, Kenneth J. Kay, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q/A of CB Richard Ellis Group, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2006

/s/ KENNETH J. KAY
Kenneth J. Kay
Chief Financial Officer

WRITTEN STATEMENT
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Brett White, Chief Executive Officer, and Kenneth J. Kay, Chief Financial Officer of CB Richard Ellis Group, Inc. (the "Company"), hereby certify as of the date hereof, solely for the purposes of 18 U.S.C. §1350, that:

(i) the Quarterly Report on Form 10-Q/A for the period ending June 30, 2005, of the Company (the "Report") fully complies with the requirements of Section 13(a) and 15(d), as applicable, of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Dated: March 14, 2006

/s/ BRETT WHITE
Brett White
Chief Executive Officer

/s/ KENNETH J. KAY
Kenneth J. Kay
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.
