

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 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): September 10, 2009

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**CB RICHARD ELLIS GROUP, INC.**

(Exact Name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32205**  
(Commission File Number)

**94-3391143**  
(I.R.S. Employer  
Identification No.)

**11150 Santa Monica Boulevard, Suite 1600,**  
**Los Angeles, California**  
(Address of principal executive offices)

**90025**  
(Zip Code)

**(310) 405-8900**  
Registrant's telephone number, including area code

**Not Applicable**  
(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 see General Instruction A.2. below):

- 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 240.13.e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

*First Supplemental Indenture*

On September 10, 2009, the Company, the Company's wholly-owned subsidiary, CB Richard Ellis Services, Inc., a Delaware corporation ("Services"), CBRE Loan Services, Inc., a Delaware corporation and subsidiary of Services ("Loan Services"), the Existing Subsidiary Guarantors (as defined below) and Wells Fargo Bank, National Association, as trustee (the "Trustee"), entered into a First Supplemental Indenture, dated as of September 10, 2009 (the "First Supplemental Indenture"), to the Indenture, dated as of June 18, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, Services, certain other subsidiaries of Services (the "Existing Subsidiary Guarantors") and the Trustee. Pursuant to the First Supplemental Indenture, Loan Services agreed to fully and unconditionally guarantee all of Services' obligations under the Indenture with respect to the 11.625% Senior Subordinated Notes due 2017, on the terms set forth therein.

*Supplement No. 1 to the Amended and Restated Guarantee and Pledge Agreement*

On September 10, 2009, Loan Services and Credit Suisse, as collateral agent for the Secured Parties (as defined in the Guarantee and Pledge Agreement (as defined below)) (the "Collateral Agent"), entered into Supplement No. 1 ("Supplement No. 1") to the Amended and Restated Guarantee and Pledge Agreement, dated as of March 24, 2009 (the "Guarantee and Pledge Agreement"), among Services, the Company, each subsidiary of Services from time to time party thereto and the Collateral Agent. Pursuant to Supplement No. 1, Loan Services agreed to guarantee certain obligations of Services and the other Borrowers (as defined in the Guarantee and Pledge Agreement) under the Second Amended and Restated Credit Agreement, dated as of March 24, 2009 (the "Credit Agreement"), among the Company, Services, CB Richard Ellis Limited, a limited company organized under the laws of England and Wales, CB Richard Ellis Limited, a corporation organized under the laws of the province of New Brunswick, CB Richard Ellis Pty Ltd, a company organized under the laws of Australia and registered in New South Wales, CB Richard Ellis Limited, a company organized under the laws of New Zealand, the lenders referred to therein (the "Lenders"), and Credit Suisse, as administrative agent for the Lenders and as Collateral Agent, and the other Loan Documents (as defined in the Credit Agreement) and to grant a security interest in substantially all of its assets in order to secure such obligations.

The above descriptions of the First Supplemental Indenture and Supplement No. 1 are qualified in their entirety by the First Supplemental Indenture and Supplement No. 1, filed as Exhibits 4.1 and 10.1, respectively, to this Current Report on Form 8-K, which are incorporated herein by reference.

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

The information set forth under Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

The following documents are attached as exhibits to this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Supplemental Indenture, dated as of September 10, 2009, among CB Richard Ellis Group, Inc., CB Richard Ellis Services, Inc., CBRE Loan Services, Inc., the other guarantors party thereto and Wells Fargo Bank, National Association, as trustee
10.1	Supplement No. 1, dated as of September 10, 2009, between CBRE Loan Services, Inc. and Credit Suisse, as collateral agent, to the Amended and Restated Guarantee and Pledge Agreement, dated as of March 24, 2009, by and among CB Richard Ellis Services, Inc., CB Richard Ellis Group, Inc., certain subsidiaries of CB Richard Ellis Services, Inc. and Credit Suisse, as collateral agent

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**SIGNATURE**

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.

CB RICHARD ELLIS GROUP, INC.

By: /s/ ROBERT E. SULENTIC  
Name: Robert E. Sulentic  
Title: Chief Financial Officer and Group President

Date: September 10, 2009

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**EXHIBIT INDEX**

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**FIRST SUPPLEMENTAL INDENTURE**

Dated as of September 10, 2009

among

**CB RICHARD ELLIS SERVICES, INC.,**  
as Company

**CBRE LOAN SERVICES, INC.,**  
as New Subsidiary Guarantor

The Existing Guarantors party hereto

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Trustee

to the

**INDENTURE**

Dated as of June 18, 2009

relating to the

**11.625% SENIOR SUBORDINATED NOTES DUE 2017**

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of September 10, 2009 (this "First Supplemental Indenture"), is by and among CB Richard Ellis Services, Inc., a Delaware corporation (the "Company"), CBRE Loan Services, Inc., a Delaware corporation (the "New Subsidiary Guarantor"), the Existing Guarantors (as defined below) and Wells Fargo Bank, National Association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Company, CB Richard Ellis Group, Inc. (the "Parent"), certain subsidiaries of the Company (together with Parent, the "Existing Guarantors") and the Trustee are parties to an Indenture, dated as of June 18, 2009 (as it may be further amended, supplemented or otherwise modified from time to time, the "Indenture"), relating to the Company's 11.625% Senior Subordinated Notes due 2017 (the "Notes") and related Guaranties of the Notes by the Existing Guarantors;

WHEREAS, pursuant to Section 4.13 of the Indenture, the Company is required to cause each Restricted Subsidiary that Guarantees any Indebtedness of the Company to execute and deliver to the Trustee a supplemental indenture pursuant to which such Restricted Subsidiary shall unconditionally and irrevocably guarantee the Company's obligations with respect to the Notes on the terms set forth in the Indenture;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Company, the Existing Guarantors and the Trustee may amend the Indenture without notice to or consent of any Securityholder, to, among other things, (a) add guarantees with respect to the Notes, including any Guaranties, or to secure the Notes and (b) cure any ambiguity, omission, defect or inconsistency;

WHEREAS, the Company and the Existing Guarantors desire and have requested that the Trustee join in the execution of this First Supplemental Indenture as permitted by Section 9.01 of the Indenture; and

WHEREAS, all conditions precedent and requirements necessary to make this First Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, for and in consideration of the foregoing premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement to Become Guarantor. The New Subsidiary Guarantor hereby unconditionally and irrevocably guarantees the Company's obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article 11 of the Indenture and agrees to be bound by all other provisions of the Indenture and the Notes applicable to a Guarantor therein.

3. Amendment of Definition of Guaranty Agreement. Section 1.01 of the Indenture is hereby amended by deleting the existing definition of “Guaranty Agreement” in its entirety and inserting in lieu thereof the following new definition:

““Guaranty Agreement” means this Indenture as of the Issue Date or any supplemental indenture, in a form satisfactory to the Trustee, pursuant to which a Guarantor guarantees the Company’s obligations with respect to the Securities on the terms provided for in this Indenture.”

4. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. Signatures of the parties hereto transmitted by facsimile or electronic transmission (including Adobe.PDF) shall be deemed to be their original signatures for all purposes.

7. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

8. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the New Subsidiary Guarantor.

9. Successors. All agreements of the Company and the New Subsidiary Guarantor in this First Supplemental Indenture shall bind its successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successors.

10. Separability. In case any provision in this First Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

11. Effectiveness. This First Supplemental Indenture shall become effective, once executed, upon receipt by the Trustee of an Officer’s Certificate and an Opinion of Counsel, each of which shall be dated no earlier than the date hereof.



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**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first written above.

CB RICHARD ELLIS SERVICES, INC.,  
CB RICHARD ELLIS GROUP, INC.,

By: /s/ GIL BOROK  
Name: Gil Borok  
Title: Executive Vice President, Chief Accounting  
Officer and Chief Financial Officer, Americas

CB HOLDCO, INC.  
CB RICHARD ELLIS, INC.  
CB RICHARD ELLIS INVESTORS, INC.  
CB RICHARD ELLIS INVESTORS, L.L.C.  
CB/TCC, LLC  
CB/TCC HOLDINGS LLC  
CBRE CAPITAL MARKETS, INC.  
CBRE CAPITAL MARKETS OF TEXAS, LP  
CBRE LOAN SERVICES, INC.  
CBRE TECHNICAL SERVICES, LLC  
CBRE/LJM MORTGAGE COMPANY, L.L.C.  
CBRE/LJM-NEVADA, INC.  
HOLDPAR A  
HOLDPAR B  
INSIGNIA/ESG CAPITAL CORPORATION  
THE POLACHECK COMPANY, INC.  
TRAMMELL CROW COMPANY  
TRAMMELL CROW SERVICES, INC.  
VINCENT F. MARTIN, JR., INC.  
WESTMARK REAL ESTATE ACQUISITION PARTNERSHIP,  
L.P.

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

[Signature page to First Supplemental Indenture]

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CB/TCC GLOBAL HOLDINGS LIMITED

By: /s/ PHILIP EMBUREY

Name: Philip Emburey

Title: Director

By: /s/ ELIZABETH C. THETFORD

Name: Elizabeth C. Thetford

Title: Secretary

TC HOUSTON, INC.

TCCT REAL ESTATE, INC.

TCDFW, INC.

By: /s/ ROBERT E. SULENTIC

Name: Robert E. Sulentic

Title: Executive Vice President

TRAMMELL CROW DEVELOPMENT &  
INVESTMENT, INC.

By: /s/ ROBERT E. SULENTIC

Name: Robert E. Sulentic

Title: President & Chief Executive Officer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ MADDY HALL

Name: Maddy Hall

Title: Vice President

[Signature page to First Supplemental Indenture]

SUPPLEMENT NO. 1 (this "**Supplement**") dated as of September 10, 2009, to the Amended and Restated Guarantee and Pledge Agreement dated as of March 24, 2009 (the "**Guarantee and Pledge Agreement**"), among CB RICHARD ELLIS SERVICES, INC., a Delaware corporation (the "**U.S. Borrower**"), CB RICHARD ELLIS GROUP, INC., a Delaware corporation ("**Holdings**"), each Subsidiary of the U.S. Borrower from time to time party thereto (each such Subsidiary that is also a Domestic Subsidiary individually a "**Subsidiary Guarantor**" and collectively, the "**Subsidiary Guarantors**"; the Subsidiary Guarantors, Holdings and the U.S. Borrower are referred to collectively herein as the "**Grantors**") and CREDIT SUISSE ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined therein).

A. Reference is made to the Amended and Restated Credit Agreement dated as of March 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the U.S. Borrower, CB Richard Ellis Limited, a limited company organized under the laws of England and Wales (the "**U.K. Borrower**"), CB Richard Ellis Limited, a corporation organized under the laws of the province of New Brunswick (the "**Canadian Borrower**"), CB Richard Ellis Pty Ltd, a company organized under the laws of Australia and registered in New South Wales (the "**Australian Borrower**"), CB Richard Ellis Limited, a company organized under the laws of New Zealand (the "**New Zealand Borrower**"), Holdings, the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Pledge Agreement and the Credit Agreement.

C. The Grantors have entered into the Guarantee and Pledge Agreement in consideration of, among other things, Loans made and Letters of Credit issued under the Credit Agreement. Section 7.16 of the Guarantee and Pledge Agreement provides that additional Subsidiaries of the U.S. Borrower may become Subsidiary Guarantors and Grantors under the Guarantee and Pledge Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "**New Loan Party**") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Pledge Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

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Accordingly, the Collateral Agent and the New Loan Party agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Pledge Agreement, the New Loan Party by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Pledge Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor and the New Loan Party hereby (a) agrees to all the terms and provisions of the Guarantee and Pledge Agreement applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Loan Party, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Pledge Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Loan Party's right, title and interest in and to the Collateral (as defined in the Guarantee and Pledge Agreement) of the New Loan Party. Each reference to a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Pledge Agreement shall be deemed to include the New Loan Party. The Guarantee and Pledge Agreement is hereby incorporated herein by reference.

SECTION 2. The New Loan Party represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Loan Party and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Loan Party hereby represents and warrants that (a) set forth on the schedules attached hereto is a true and correct schedule of (i) any and all Equity Interests and all Pledged Debt Securities now owned by the New Loan Party and (ii) any and all Intellectual Property now owned by the New Loan Party and (b) set forth under its signature hereto, is the true and correct legal name of the New Loan Party and its jurisdiction of organization.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Pledge Agreement shall remain in full force and effect.

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

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Pledge Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Guarantee and Pledge Agreement) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to the New Loan Party shall be given to it in care of the U.S. Borrower as provided in Section 9.01 of the Credit Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the New Loan Party and the Collateral Agent have duly executed this Supplement to the Guarantee and Pledge Agreement as of the day and year first above written.

CBRE LOAN SERVICES, INC.

by /s/ DEBERA FAN

Name: Debera Fan

Title: Senior Vice President & Treasurer

Address: 2800 Post Oak Boulevard,  
Suite 2100 Houston, TX 77056

Legal Name: CBRE Loan Services, Inc.

Jurisdiction of Formation: Delaware

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

by /s/ BILL O'DALY

Name: Bill O'Daly

Title: Director

by /s/ ILYA IVASHKOV

Name: Ilya Ivashkov

Title: Associate

LOCATION OF COLLATERAL

Description  
Personal Property (Fixed Assets)

Location  
Houston, Texas

Equity Interests

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
CBRE Loan Services, Inc.	1	CBRE Capital Markets, Inc.	1,000	100%

Pledged Debt Securities

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
N/A			



INTELLECTUAL PROPERTY

None.