
**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): **July 26, 2011**

CB RICHARD ELLIS GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of incorporation)

001-32205
(Commission File Number)

94-3391143
(IRS 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)

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(b))
 - 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))
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Item 1.01 Entry into a Material Definitive Agreement.

Third Supplemental Indenture

On July 26, 2011, the Company, the Company's wholly-owned subsidiary, CB Richard Ellis Services, Inc., a Delaware corporation ("Services"), CBRE Clarion REI Holding, Inc., a Delaware corporation and subsidiary of Services ("REI Holding"), CBRE Clarion CRA Holdings, Inc., a Delaware corporation and subsidiary of Services ("CRA Holdings") and, together with REI Holding, the "New Guarantors", the Existing Subsidiary Guarantors (as defined below) and Wells Fargo Bank, National Association, as trustee (the "Trustee"), entered into a Third Supplemental Indenture, dated as of July 26, 2011 (the "Third Supplemental Indenture"), to the Indenture, dated as of June 18, 2009 (as supplemented on September 10, 2009 and November 10, 2010, the "11.625% Notes Indenture"), among the Company, Services, certain other subsidiaries of Services (the "Existing Subsidiary Guarantors") and the Trustee. Pursuant to the Third Supplemental Indenture, the New Guarantors agreed to fully and unconditionally guarantee all of Services' obligations under the 11.625% Notes Indenture with respect to the 11.625% Senior Subordinated Notes due 2017, on the terms set forth therein.

Second Supplemental Indenture

On July 26, 2011, the Company, Services, the New Guarantors, the Existing Subsidiary Guarantors and the Trustee entered into a Second Supplemental Indenture, dated as of July 26, 2011 (the "Second Supplemental Indenture"), to the Indenture, dated as of October 8, 2010 (as supplemented on November 10, 2010, the "6.625% Notes Indenture"), among the Company, Services, the Existing Subsidiary Guarantors and the Trustee. Pursuant to the Second Supplemental Indenture, the New Guarantors agreed to fully and unconditionally guarantee all of Services' obligations under the 6.625% Notes Indenture with respect to the 6.625% Senior Notes due 2020, on the terms set forth therein.

Supplement to the Guarantee and Pledge Agreement

On July 26, 2011, the New Guarantors and Credit Suisse AG, 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 Guarantee and Pledge Agreement, dated as of November 10, 2010 (the "Guarantee and Pledge Agreement"), among Services, the Company, each subsidiary of the Company from time to time party thereto and the Collateral Agent. Pursuant to Supplement No. 1, each of the New Guarantors agreed to guarantee certain obligations of Services and the other Borrowers (as defined in the Guarantee and Pledge Agreement) under the Credit Agreement, dated as of November 10, 2010 (as amended by Amendment No. 1, dated as of March 4, 2011, 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/CB Richard Ellis Limitée (formerly known as 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 AG, 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 certain of their capital stock in order to secure such obligations.

The above descriptions of the Third Supplemental Indenture, Second Supplemental Indenture and Supplement No. 1 are qualified in their entirety by the Form of Supplemental Indenture for the 11.625% Notes, the Form of Supplemental Indenture for the 6.625% Notes and Form of Supplement to the Guarantee and Pledge Agreement, filed as Exhibits 4.1, 4.2 and 10.1, respectively, to this Current Report on Form 8-K, which are incorporated herein by reference.

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:

Exhibit Number	Description
4.1	Form of Supplemental Indenture among CB Richard Ellis Services, Inc., CB Richard Ellis Group, Inc., certain new U.S. subsidiaries from time-to-time, the other guarantors party thereto and Wells Fargo Bank, National Association, as trustee, for the 11.625% Senior Subordinated Notes Due June 15, 2017
4.2	Form of Supplemental Indenture among CB Richard Ellis Services, Inc., CB Richard Ellis Group, Inc., certain new U.S. subsidiaries from time-to-time, the other guarantors party thereto and Wells Fargo Bank, National Association, as trustee, for the 6.625% Senior Notes Due October 15, 2020
10.1	Form of Supplement among certain new U.S. subsidiaries from time-to-time and Credit Suisse AG, as collateral agent, to the Guarantee and Pledge Agreement, dated as of November 10, 2010, by and among CB Richard Ellis Services, Inc., CB Richard Ellis Group, Inc., certain subsidiaries of CB Richard Ellis Group, Inc. and Credit Suisse AG, as collateral agent for the Secured Parties (as defined therein)

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: July 29, 2011

CB RICHARD ELLIS GROUP, INC.

By: /s/ Gil Borok
Gil Borok
Chief Financial Officer

EXHIBIT INDEX

Exhibit**Number Description**

- | | |
|------|---|
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[] **SUPPLEMENTAL INDENTURE**

Dated as of []

among

[]
as a New Subsidiary Guarantor],

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 [] SUPPLEMENTAL INDENTURE, dated as of [] (this "Supplemental Indenture"), is by and among [], a [] (the "New Subsidiary Guarantor"), and Wells Fargo Bank, National Association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, CB Richard Ellis Services, Inc. (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 supplemented on September 10, 2009, November 10, 2010 and July 26, 2011 and 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 desires and has requested that the Trustee join in the execution of this Supplemental Indenture as permitted by Section 9.01 of the Indenture; and

WHEREAS, all conditions precedent and requirements necessary to make this 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 a 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. 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 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.

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

5. Counterparts. The parties may sign any number of copies of this 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.

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

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this 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.

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

9. Separability. In case any provision in this 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.

10. Effectiveness. This 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.

SIGNATURES

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

[]

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name:
Title:

[] **SUPPLEMENTAL INDENTURE**

Dated as of []

among

[],
as a New Subsidiary Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

to the

INDENTURE

Dated as of October 8, 2010

relating to the

6.625% SENIOR NOTES DUE 2020

THIS [] SUPPLEMENTAL INDENTURE, dated as of [] (this "Supplemental Indenture"), is by and among [], a [] (the "New Subsidiary Guarantor"), and Wells Fargo Bank, National Association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, CB Richard Ellis Services, Inc. (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 October 8, 2010 (as supplemented on November 10, 2010 and July 26, 2011 and as it may be further amended, supplemented or otherwise modified from time to time, the "Indenture"), relating to the Company's 6.625% Senior Notes due 2020 (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 desires and has requested that the Trustee join in the execution of this Supplemental Indenture as permitted by Section 9.01 of the Indenture; and

WHEREAS, all conditions precedent and requirements necessary to make this 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 a 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 10 of the Indenture and agrees to be bound by all other provisions of the Indenture and the Notes applicable to a Guarantor therein.

3. 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 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.

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

5. Counterparts. The parties may sign any number of copies of this 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.

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

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this 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.

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

9. Separability. In case any provision in this 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.

10. Effectiveness. This 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.

SIGNATURES

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

[]

By: _____
Name:
Title:

By: _____

Name:

Title:

SUPPLEMENT NO. [] (this "**Supplement**") dated as of [], to the Guarantee and Pledge Agreement dated as of November 10, 2010 (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**"), the Subsidiaries of the U.S. Borrower from time to time party thereto (the "**Subsidiary Guarantors**") and, together with the U.S. Borrower and Holdings, the "**Grantors**") and CREDIT SUISSE AG ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of November 10, 2010 (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 AG, 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 the 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.

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 or other customary means of electronic transmission (e.g., "pdf") 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 Schedule I attached hereto is a true and correct schedule of any and all Equity Interests 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.

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.

[NAME OF NEW LOAN PARTY]

by

Name:
Title:
Address:
Legal Name:
Jurisdiction of Formation:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Collateral Agent

by

Name:
Title:

by

Name:
Title: