
**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): May 28, 2015

CBRE 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.)

400 South Hope Street, 25th Floor
Los Angeles, California
(Address of Principal Executive Offices)

90071
(Zip Code)

(213) 613-3333
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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This Current Report on Form 8-K is filed by CBRE Group, Inc., a Delaware corporation (the “Company”), in connection with the matters described herein.

Item 1.01 Entry into a Material Definitive Agreement

On May 28, 2015, the Company, CBRE Services, Inc., which is a subsidiary of the Company (“Services”), certain other subsidiaries of the Company (such subsidiaries, together with Services, the “Borrowers”), the lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent, entered into a First Amendment (the “First Amendment”) to the Second Amended and Restated Credit Agreement dated as of January 9, 2015 (the “Credit Agreement”).

Pursuant to the Credit Agreement, the Borrowers may request that the Administrative Agent release all or a portion of the pledged collateral thereunder if Services obtains “Investment Grade Status” (as defined in the Credit Agreement) and maintains that status for 90 consecutive days. Services obtained Investment Grade Status on March 10, 2015. On May 8, 2015, the Borrowers requested the release of all pledged collateral under the Credit Agreement effective on and as of June 9, 2015, assuming that Services maintains Investment Grade Status through that date.

The First Amendment removes a requirement in the Credit Agreement that the Borrowers and the Guarantors (as defined in the Credit Agreement) re-pledge collateral (upon the request of the Collateral Agent) if Services ceases to maintain Investment Grade Status following a collateral release under the Credit Agreement, such that (after giving effect to the First Amendment) the Borrowers and the Guarantors will no longer need to re-pledge collateral.

The foregoing description of the First Amendment does not purport to be complete and is qualified by reference to the copy of the First Amendment filed herewith as Exhibit 10.1, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The exhibit listed below is being filed with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to the Second Amended and Restated Credit Agreement, dated as of May 28, 2015, among CBRE Group, Inc., CBRE Services, Inc., certain subsidiaries of CBRE Services, Inc., the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent.

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: May 28, 2015

CBRE GROUP, INC.

By: /s/ GIL BOROK
Gil Borok
Deputy Chief Financial Officer and Chief
Accounting Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to the Second Amended and Restated Credit Agreement, dated as of May 28, 2015, among CBRE Group, Inc., CBRE Services, Inc., certain subsidiaries of CBRE Services, Inc., the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent.

FIRST AMENDMENT dated as of May 28, 2015 (this "**Amendment**"), to the Second Amended and Restated Credit Agreement dated as of January 9, 2015 (the "**Credit Agreement**"), among CBRE SERVICES, INC., a Delaware corporation (the "**U.S. Borrower**"), CBRE LIMITED, a limited company organized under the laws of England and Wales (with company no: 3536032) (the "**U.K. Borrower**"), CBRE LIMITED, a corporation organized under the laws of the province of New Brunswick (the "**Canadian Borrower**"), CBRE PTY LIMITED, a company organized under the laws of Australia and registered in New South Wales (the "**Australian Borrower**"), CBRE LIMITED, a company organized under the laws of New Zealand (the "**New Zealand Borrower**" and, together with the U.S. Borrower, the U.K. Borrower, the Canadian Borrower and the Australian Borrower, the "**Borrowers**"), CBRE GROUP, INC., a Delaware corporation ("**Holdings**"), the Lenders from time to time party thereto and CREDIT SUISSE AG, as administrative agent (in such capacity, the "**Administrative Agent**") and as collateral agent (in such capacity, the "**Collateral Agent**") for the Lenders.

A. The Borrowers and Holdings have requested that the Credit Agreement be amended as set forth herein.

B. The Required Lenders are willing to so amend the Credit Agreement, on the terms and subject to the conditions set forth herein.

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. **Defined Terms; Interpretation; Etc.** Capitalized terms used and not defined herein (including in the introductory paragraphs above) shall have the meanings assigned to such terms in the Credit Agreement. Except as otherwise expressly provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment. This Amendment shall be a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 2. **Amendments to the Credit Agreement.** Subject to the satisfaction or waiver of the conditions set forth in Section 4 hereof, the Credit Agreement is hereby amended as follows:

(a) The definition of the term "Security Documents" set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting therefrom the words "or Section 9.19(c)".

(b) Section 3.19 of the Credit Agreement is hereby amended by deleting therefrom the words “and not re-pledged”.

(c) Section 5.09(c) of the Credit Agreement is hereby amended by deleting therefrom the words “and until such time as Holdings and the Borrowers shall be required to reinstate the Collateral as provided in Section 9.19”.

(d) Section 9.19(c) of the Credit Agreement is hereby amended by (I) replacing the semicolon at the end of clause (4) thereof with a period, and (II) deleting the proviso following clause (4) thereof in its entirety.

SECTION 3. **Representations and Warranties.** To induce the other parties hereto to enter into this Amendment, each of the Borrowers and Holdings represents and warrants to the Administrative Agent, the Collateral Agent, the Issuing Banks and each of the Lenders that:

(a) As of the Amendment Effective Date (as defined below), the representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document 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.

(b) On and as of the Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

SECTION 4. **Effectiveness.** This Amendment shall become effective as of the date (the “**Amendment Effective Date**”) on which the Administrative Agent shall have received duly executed counterparts of this Amendment that, when taken together, bear the signatures of (i) each of the Borrowers, (ii) Holdings and (iii) the Required Lenders.

SECTION 5. **Effect of this 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 each of the Administrative Agent, the Collateral Agent, the Issuing Banks or the Lenders 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 Amendment Effective Date, any reference to the Credit Agreement shall mean the Credit Agreement as modified hereby.

SECTION 6. **Counterparts.** This Amendment 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. Delivery of an executed signature page to this Amendment by facsimile or other customary means of electronic transmission (e.g., “pdf”) shall be as effective as delivery of a manually signed counterpart of this Amendment.

SECTION 7. **Applicable Law.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. **Headings.** The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, 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 respective authorized officers as of the date first above written.

CBRE SERVICES, INC.,

by /s/ DEBERA FAN

Name: Debera Fan

Title: Senior Vice President and Treasurer

CBRE GROUP, INC.,

by /s/ DEBERA FAN

Name: Debera Fan

Title: Senior Vice President and Treasurer

[Signature Page to First Amendment]

CBRE LIMITED, a limited company organized under the laws of
England and Wales,

by /s/ PHILIP EMBUREY

Name: Philip Emburey
Title: Director

by /s/ MARTIN LEWIS

Name: Martin Lewis
Title: Director

[Signature Page to First Amendment]

CBRE LIMITED, a corporation organized under the laws of the
province of New Brunswick,

by /s/ JEFF COOK

Name: Jeff Cook

Title: Senior Vice President, Finance

[Signature Page to First Amendment]

CBRE PTY LIMITED, a company organized under the laws of Australia,

by /s/ ENDA FOLEY

Name: Enda Foley

Title: Director

by /s/ NATALIE MARIE CRAIG

Name: Natalie Marie Craig

Title: Company Secretary

[Signature Page to First Amendment]

CBRE LIMITED, a company organized under the laws of New Zealand,

by /s/ BRENT DAVID MCGREGOR

Name: Brent David McGregor

Title: Director

by /s/ ENDA FOLEY

Name: Enda Foley

Title: Director

[Signature Page to First Amendment]

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
individually and as Administrative Agent,

by /s/ BILL O'DALY
Name: Bill O'Daly
Title: Authorized Signatory

by /s/ D. ANDREW MALETTA
Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Bank of America, N.A.

by <u>/s/ RONALD ODLOZIL</u> Name: Ronald Odlozil Title: Senior Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: JPMorgan Chase Bank, N.A.

by <u>/s/ CHIARA CARTER</u> Name: Chiara Carter Title: Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: HSBC Bank USA, National Association

by <u>/s/ ANDREW HIETALA</u> Name: Andrew Hietala Title: Senior Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: THE BANK OF NOVA SCOTIA

by <u>/s/ EUGENE DEMPSEY</u> Name: Eugene Dempsey Title: Director
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: SCOTIABANC INC.

by /s/ J.F. TODD
Name: J.F. Todd
Title: Managing Director

For any Lender requiring a second signature line:

by /s/ K. ZHOU
Name: K. Zhou
Title: Director

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Scotiabank Europe Plc

by /s/ JOHN O'CONNOR

Name: John O'Connor

Title: Director, Credit Risk Control

For any Lender requiring a second signature line:

by /s/ STEVE DOBSON

Name: Steve Dobson

Title: Director & Head of Execution

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: The Bank of Tokyo-Mitsubishi UFJ, Ltd.
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by <u>/s/ CHARLES WILMOT</u> Name: Charles Wilmot Title: Director
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: MUFG Union Bank, N.A.

by <u>/s/ CHARLES WILMOT</u> Name: Charles Wilmot Title: Director
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Wells Fargo Bank, N.A.
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by <u>/s/ HAROLD LIM</u> Name: Harold Lim Title: AVP
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: SANTANDER BANK, N.A.
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by <u>/s/ PEDRO BELL ASTORZA</u> Name: Pedro Bell Astorza Title: Senior Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: The Bank of New York Mellon

by <u>/s/ HELGA BLUM</u> Name: Helga Blum Title: Managing Director
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Branch Banking and Trust Company
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by <u>/s/ ELIZABETH WILLIS</u> Name: Elizabeth Willis Title: Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: PNC Bank N.A.

by <u>/s/ KENYA WILLIAMS</u> Name: Kenya Williams Title: Senior Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Societe Generale
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by <u>/s/ RICHARD BERNAL</u> Name: Richard Bernal Title: Managing Director
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: U.S. BANK NATIONAL ASSOCIATION
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by <u>/s/ GLENN LEYRER</u> Name: Glenn Leyrer Title: Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Comerica Bank

by <u>/s/ MARK SKRZYNSKI</u> Name: Mark Skrzynski Title: Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: Bank of Hawaii
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by <u>/s/ MIKI IKEDA</u> Name: Miki Ikeda Title: Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]

TO EXECUTE THIS AMENDMENT AS A LENDER:

Name of Institution: KEYBANK NATIONAL ASSOCIATION
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by <u>/s/ GEOFF SMITH</u> Name: Geoff Smith Title: Senior Vice President
For any Lender requiring a second signature line:
by _____ Name: Title:

[Signature Page to First Amendment]