

---

---

**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): September 25, 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))
- 
-

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

*Fifth Supplemental Indenture*

On September 25, 2015, CBRE GWS LLC, a Delaware limited liability company and indirect wholly owned subsidiary of the Company ("GWS"), CBRE Services, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Services"), and Wells Fargo Bank, National Association, as trustee (the "Trustee"), entered into a Fifth Supplemental Indenture (the "Fifth Supplemental Indenture") to the Indenture, dated as of March 14, 2013, among Services, the Company, the guarantors party thereto and the Trustee (as supplemented on March 14, 2013, April 10, 2013, September 26, 2014, December 12, 2014, August 13, 2015 and by the Fifth Supplemental Indenture, the "Indenture"). Pursuant to the Fifth Supplemental Indenture, GWS agreed to fully and unconditionally guarantee all of Services' obligations under the Indenture with respect to each of Services' 5.00% Senior Notes due 2023, 5.25% Senior Notes due 2025 and 4.875% Senior Notes due 2026 on the terms set forth in the Indenture.

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

On September 25, 2015, GWS also entered into Supplement No. 1 ("Supplement No. 1") to the Amended and Restated Guarantee and Pledge Agreement, dated as of January 9, 2015, among the Company, Services, certain other subsidiaries of Services and Credit Suisse AG, as administrative agent and as collateral agent ("Credit Suisse"). Pursuant to Supplement No. 1, GWS agreed to fully and unconditionally guarantee all of Services' obligations under the Second Amended and Restated Credit Agreement, dated as of January 9, 2015 (as amended on May 28, 2015), among the Company, Services, certain other subsidiaries of Services, the lenders from time to time party thereto and Credit Suisse.

The above descriptions of each of the Fifth Supplemental Indenture and Supplement No. 1 are qualified in their entirety by Exhibit 4.1 hereto, with respect to the Fifth Supplemental Indenture, and by Exhibit 10.1 hereto, with respect to Supplement No. 1.

**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	Fifth Supplemental Indenture, dated as of September 25, 2015, among CBRE GWS LLC, CBRE Services, Inc. and Wells Fargo Bank, National Association, as trustee, relating to the 5.00% Senior Notes due 2023, 5.25% Senior Notes due 2025 and 4.875% Senior Notes due 2026.
10.1	Supplement No. 1, dated as of September 25, 2015, to the Amended and Restated Guarantee and Pledge Agreement, dated as of January 9, 2015, among CBRE Group, Inc., CBRE Services, Inc., certain subsidiaries of CBRE Services, Inc., and Credit Suisse AG, as administrative agent and as 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: September 25, 2015

CBRE GROUP, INC.

By: /s/ GIL BOROK

Gil Borok  
Deputy Chief Financial Officer and Chief  
Accounting Officer

---

**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
4.1	Fifth Supplemental Indenture, dated as of September 25, 2015, among CBRE GWS LLC, CBRE Services, Inc. and Wells Fargo Bank, National Association, as trustee, relating to the 5.00% Senior Notes due 2023, 5.25% Senior Notes due 2025 and 4.875% Senior Notes due 2026.
10.1	Supplement No. 1, dated as of September 25, 2015, to the Amended and Restated Guarantee and Pledge Agreement, dated as of January 9, 2015, among CBRE Group, Inc., CBRE Services, Inc., certain subsidiaries of CBRE Services, Inc., and Credit Suisse AG, as administrative agent and as collateral agent.

## FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of September 25, 2015, among CBRE GWS LLC, a Delaware limited liability company (the "Guaranteeing Subsidiary"), and an indirect subsidiary of CBRE Services, Inc., a Delaware corporation (the "Issuer"), the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee").

## WITNESSETH

WHEREAS, each of the Issuer and the Initial Guarantors has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of March 14, 2013, providing for the issuance of an unlimited aggregate principal amount of debt securities (the "Securities");

WHEREAS, the Indenture provides that under certain circumstances subsidiaries of the Issuer shall execute and deliver to the Trustee a supplemental indenture pursuant to which such subsidiaries shall unconditionally Guarantee all of the Issuer's payment obligations under a specified series of the Securities on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, pursuant to Section 901(4) of the Indenture, the Trustee is authorized to execute and deliver this Fifth Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

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

2. Guarantor. The Guaranteeing Subsidiary hereby agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors of the Issuer's:

- A. 5.00% Senior Notes due 2023 (the "2023 Notes"), including Article VI of the First Supplemental Indenture, dated as of March 14, 2013, relating to the 2023 Notes;
- B. 5.25% Senior Notes due 2025 (the "2025 Notes"), including Article VI of the Second Supplemental Indenture dated as of September 24, 2014, relating to the 2025 Notes; and
- C. 4.875% Senior Notes due 2026 (the "2026 Notes" and, collectively with the 2023 Notes and the 2025 Notes, the "Specified Securities"), including Article VI of the Fourth Supplemental Indenture, dated as of August 13, 2015, relating to the 2026 Notes;

and, with respect each of the Specified Securities, including Article XV of the Indenture.

---

3. Governing Law. THIS FIFTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Waiver of Jury Trial. EACH OF THE GUARANTEEING SUBSIDIARY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING AS BETWEEN THE ISSUER, THE GUARANTORS AND THE TRUSTEE ONLY ARISING OUT OF OR RELATING TO THIS FIFTH SUPPLEMENTAL INDENTURE, THE INDENTURE, THE GUARANTEES OR THE SPECIFIED SECURITIES.

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 represent the same agreement.

6. Headings. The section headings of this Fifth Supplemental Indenture are for convenience only and shall not affect the construction hereof.

7. Binding Obligation. This Fifth Supplemental Indenture has been duly executed and delivered by the Guaranteeing Subsidiary and constitutes a valid and binding agreement of each of the Guaranteeing Subsidiary, enforceable against the Guaranteeing Subsidiary in accordance with its terms, except as the enforcement thereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the rights and remedies of creditors, (b) general equitable principles (whether considered in a proceeding in equity or law) and (c) an implied covenant of good faith and fair dealing.

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

CBRE GWS LLC

By CBRE, INC., its sole member

By

/s/ STEPHEN BALLAS

Name: Stephen Ballas

Title: Senior Vice President

CBRE SERVICES, INC., as Issuer

By

/s/ DEBERA FAN

Name: Debera Fan

Title: Senior Vice President and  
Treasurer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By

/s/ JOHN C. STOHLMANN

Name: John C. Stohlmann

Title: Vice President

[Signature page Fifth Supplemental Indenture]

## EXECUTION VERSION

SUPPLEMENT NO. 1 (this “*Supplement*”) dated as of September 25, 2015, to the Amended and Restated Guarantee and Pledge Agreement dated as of January 9, 2015 (the “*Guarantee and Pledge Agreement*”), among CBRE SERVICES, INC., a Delaware corporation (the “*U.S. Borrower*”), CBRE 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 Second Amended and Restated Credit Agreement dated as of January 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the U.S. Borrower, CBRE Limited, a limited company organized under the laws of England and Wales (the “*U.K. Borrower*”), CBRE Limited, a corporation organized under the laws of the province of New Brunswick (the “*Canadian Borrower*”), CBRE Pty Ltd, 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*”), Holdings, the lenders from time to time party thereto (the “*Lenders*”), the Issuing Banks from time to time party thereto 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 under the Guarantee and Pledge Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks 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 Subsidiary Guarantor under the Guarantee and Pledge Agreement with the same force and effect as if originally named therein as a 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 Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Guarantor thereunder are true and correct on and as of the date hereof. Each reference to 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 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.

CBRE GWS LLC

by

/s/ DEBERA FAN

Name: Debera Fan

Title: Senior Vice President and Treasurer

Address: 400 South Hope Street, 25th Floor,  
Los Angeles, CA 90071

Legal Name: CBRE GWS LLC

Jurisdiction of Formation: Delaware

[Supplement No. 1 Signature Page]

---

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral 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