
**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): December 20, 2018

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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 December 20, 2018, the Company, CBRE Services, Inc., a subsidiary of the Company ("Services"), certain subsidiaries of Services, the lenders party thereto, and Credit Suisse AG ("Credit Suisse"), as administrative agent, entered into an Incremental Term Loan Assumption Agreement (the "Assumption Agreement") with respect to that certain Credit Agreement, dated as of October 31, 2017 (the "Credit Agreement"), among the Company, Services, certain subsidiaries of Services, the lenders party thereto and Credit Suisse, as administrative agent.

The Assumption Agreement provides for a new €400 million Euro denominated term loan facility (the loans thereunder, "New Euro Term Loans") incurred as an incremental term loan under the Credit Agreement, the proceeds of which were drawn by a subsidiary of Services organized under the laws of Luxembourg (the "Luxembourg Borrower") and used to repay a portion of the U.S. Dollar denominated term loans outstanding under the Credit Agreement.

Interest Rate

The New Euro Term Loans bear interest at a rate equal to 0.75% plus a reserve adjusted EURIBOR rate determined by the European Money Market Institute (or any other person that takes over the administration of such rate) as the rate at which interbank deposits in Euro are being offered by one prime bank to another within the EMU zone for the applicable interest period.

Prepayments

The Luxembourg Borrower may voluntarily repay New Euro Term Loans at any time without premium or penalty (other than as described in the following sentence). All prepayments of New Euro Term Loans shall be subject to certain customary "breakage" costs.

Maturity

The entire principal amount of the New Euro Term Loans outstanding (if any) is due and payable in full at maturity on December 20, 2023.

Guarantee

All obligations of the Luxembourg Borrower with respect to the New Term Loans under the Credit Agreement are unconditionally guaranteed by the Company, each of its direct and indirect U.S. material subsidiaries which guarantee any other material indebtedness of the Company and its subsidiaries and by certain non-U.S. subsidiaries of the Company.

Covenants and Events of Default

The Credit Agreement includes financial covenants requiring the Company and its subsidiaries to maintain a maximum leverage ratio and minimum interest coverage ratio. In addition, the Credit Agreement also contains other customary affirmative and negative covenants and events of default.

The descriptions of the New Euro Term Loans, the Credit Agreement and guarantees above are summaries and are qualified in their entirety by the Assumption Agreement, filed as Exhibit 10.1 to this Current Report on Form 8-K, the Credit Agreement, filed with the Securities and Exchange Commission ("SEC") on November 1, 2017 as Exhibit 10.1 to the Current Report on Form 8-K and the Guarantee Agreement, dated as of October 31, 2017, among the Company, Services, certain subsidiaries of Services and Credit Suisse, as administrative agent, filed with the SEC on November 1, 2017 as Exhibit 10.2 to the Current Report on Form 8-K, each of 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

**Exhibit
No.**

Description

10.1 [Incremental Term Loan Assumption Agreement, dated as of December 20, 2018, among CBRE Group, Inc., CBRE Services, Inc., certain subsidiaries of CBRE Services, Inc., the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative 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: December 21, 2018

CBRE GROUP, INC.

By: /s/ DARA A. BAZZANO

Dara A. Bazzano

Senior Vice President, Global Finance and Chief Accounting Officer

INCREMENTAL TERM LOAN ASSUMPTION AGREEMENT dated as of December 20, 2018 (this "**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**"), CBRE GLOBAL ACQUISITION COMPANY, a *société à responsabilité limitée* organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 12D, Impasse DrosbachL-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 150.692 (the "**Luxembourg Borrower**") and, together with the U.S. Borrower, the U.K. Borrower, the Canadian Borrower, the Australian Borrower and the New Zealand Borrower, the "**Borrowers**"), CBRE GROUP, INC., a Delaware corporation ("**Holdings**"), the INCREMENTAL EURO TERM LENDERS party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent.

A. Reference is made to the Credit Agreement dated as of October 31, 2017 (as amended, supplemented or modified prior to the date hereof, the "**Credit Agreement**"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the Lenders.

B. Holdings and the U.S. Borrower have requested that the persons set forth on Schedule I hereto (together with their permitted successors and assigns, the "**Incremental Euro Term Lenders**") commit (the "**Incremental Euro Term Loan Commitments**") to make Incremental Term Loans (the "**Incremental Euro Term Loans**") to the Luxembourg Borrower on the Effective Date (as defined below in Section 6) in an aggregate principal amount of up to €400,000,000, with the proceeds of such Incremental Euro Term Loans to be used, directly or indirectly, to prepay a portion of the outstanding Tranche A Loans outstanding under the Credit Agreement as of the Effective Date, to pay fees and expenses relating to the Incremental Euro Term Loans and for general corporate purposes.

C. The Incremental Euro Term Lenders are willing to make the Incremental Euro Term Loans to the Luxembourg Borrower, on the Effective Date and on the terms and subject to the conditions set forth herein and in the Credit Agreement.

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

SECTION 1. **Terms Generally.** The rules of construction set forth in Section 1.02 of the Credit Agreement shall apply *mutatis mutandis* to this Agreement. This Agreement shall be a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents and, to the extent it relates to the making of Incremental Euro Term Loans, an "Incremental Assumption Agreement" for all purposes of the Credit Agreement and the other Loan Documents. Capitalized terms used but not defined herein have the meanings assigned thereto in the Credit Agreement.

SECTION 2. **Incremental Euro Term Loans.** (a) On the terms and subject to the conditions set forth herein and in the Credit Agreement and in reliance upon the representations and warranties set forth herein and in the other Loan Documents, each Incremental Euro Term Lender agrees, severally and not jointly, to make, on the Effective Date, an Incremental Euro Term Loan to the Luxembourg Borrower, in Euro, in an aggregate principal amount not to exceed its Incremental Euro Term Loan Commitment. Amounts paid or prepaid in respect of the Incremental Euro Term Loans may not be reborrowed.

(b) The Incremental Euro Term Loan Commitment of each Incremental Euro Term Lender shall automatically terminate upon the earlier of (i) the making of the Incremental Euro Term Loans on the Effective Date and (ii) 5:00 p.m., New York City time, on December 31, 2018.

(c) The proceeds of the Incremental Euro Term Loans are to be used solely for the purposes set forth in Recital B of this Agreement.

SECTION 3. **Terms and Conditions.** The Incremental Euro Term Loans shall constitute Specified Incremental Term Loans and Term Loans for all purposes of the Credit Agreement and the other Loan Documents, and shall have the terms set forth in Exhibit A hereto.

SECTION 4. **Waiver of Notice; Funding.**

(a) The Administrative Agent and each Incremental Euro Term Lender hereby (i) waives the five Business Days' notice requirement for Incremental Term Loan Commitments under Section 2.26(a) of the Credit Agreement and (ii) agrees that this Agreement otherwise satisfies all requirements under Sections 2.02(c) and 2.26(a) of the Credit Agreement, in each case, with respect to the Incremental Euro Term Loans to be made hereunder.

(b) To facilitate the funding of the Incremental Euro Term Loans on the Effective Date, each Incremental Euro Term Lender shall remit its portion of the Incremental Euro Term Loans to the Administrative Agent by wire transfer of immediately available funds no later than 7:00 a.m., New York City time, on the Effective Date. In the event that an Incremental Euro Term Lender remits its Incremental Euro Term Loan to the Administrative Agent after 7:00 a.m., New York City time, on the Effective Date, then, at the election of the Luxembourg Borrower, interest on such Loan shall not begin to accrue until the next day.

SECTION 5. **Representations and Warranties.** To induce the other parties hereto to enter into this Agreement, each Loan Party party hereto represents and warrants to the Administrative Agent and each of the Lenders (including the Incremental Euro Term Lenders) that:

(a) This Agreement has been duly authorized, executed and delivered by such Loan Party, and constitutes a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) Each of the representations and warranties made by such Loan Party 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 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date.

(c) No Event of Default or Default has occurred and is continuing as of the Effective Date after giving effect to the Incremental Euro Term Loans to be made on such date.

SECTION 6. **Effectiveness.** This Agreement, and the obligation of each Incremental Euro Term Lender to make its Incremental Euro Term Loan hereunder, shall become effective as of the date (the "**Effective Date**") on which each of the following conditions precedent shall have been satisfied:

(a) The Administrative Agent shall have received (i) a duly executed Borrowing Subsidiary Agreement in respect of the Luxembourg Borrower, in form and substance substantially consistent with Exhibit F-1 to the Credit Agreement, (ii) a duly executed Supplement to the Guarantee Agreement, joining the Luxembourg Borrower as a Subsidiary Guarantor thereunder, in form and substance substantially consistent with Exhibit A to the Guarantee Agreement, and (iii) duly executed counterparts of this Agreement which, when taken together, bear the signatures of each Loan Party and each Incremental Euro Term Lender.

(b) Each of the conditions set forth in paragraphs (b) and (c) of Section 4.01 of the Credit Agreement shall be satisfied, and the Administrative Agent shall have received a certificate to that effect dated as of the Effective Date and executed by a Responsible Officer of the U.S. Borrower.

(c) As of the Effective Date, and after giving effect to the making of the Incremental Euro Term Loans and the use of the proceeds thereof as provided for herein, Holdings is in pro forma compliance with Section 6.05 and Section 6.06 of the Credit Agreement, and the Administrative Agent shall have received a certificate to that effect dated as of the Effective Date and executed by a Responsible Officer of the U.S. Borrower.

(d) The Administrative Agent shall have received (i) a favorable written opinion of (x) the General Counsel or Deputy General Counsel of the U.S. Borrower, (y) Simpson Thacher & Bartlett LLP, New York counsel for the Loan Parties, and (z) Maples and Calder (Luxembourg) SARL, Luxembourg counsel for the Luxembourg Borrower, in each case addressed to the Administrative Agent and the Incremental Euro Term Lenders, (ii) board resolutions and (iii) customary officer's certificates, in each case, with respect to each Loan Party organized under the laws of the United States or Luxembourg and in form and substance substantially consistent with those delivered on the Closing Date. Holdings and the U.S. Borrower hereby request each such counsel to deliver such opinion.

(e) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including all Upfront Fees (as defined below in Section 9) and, to the extent invoiced one Business Day prior to the Effective Date, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Document.

(f) The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, all documentation and other information reasonably requested by it (on behalf of itself or any Lender) that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, and to the extent that the Luxembourg Borrower qualifies as a “legal entity customer” under 31 C.F.R. § 10.10.230 (the “*Beneficial Ownership Regulation*”), a certification regarding beneficial ownership in relation to, and signed by a Responsible Officer of, the Luxembourg Borrower.

(g) The Administrative Agent shall have received a Borrowing Request with respect to the Incremental Euro Term Loans to be made on the Effective Date in accordance with Section 2.03 of the Credit Agreement.

SECTION 7. *Acknowledgement of Guarantors.* Each of the Guarantors party hereto hereby acknowledges its receipt of a copy of this Agreement and its review of the terms and conditions hereof, and each of the Guarantors hereby consents to the terms and conditions of this Agreement and the transactions contemplated hereby, and hereby affirms and confirms its guarantee of the Obligations pursuant to the Guarantee Agreement and agrees that such guarantee shall continue to be in full force and effect and shall inure to the benefit of the Lenders, including the Incremental Euro Term Lenders as such in respect of their Incremental Euro Term Loans and the other Obligations owed to them from time to time.

SECTION 8. *Notices.* All notices hereunder shall be given in accordance with the provisions of Section 9.01 of the Credit Agreement.

SECTION 9. *Upfront Fees.* In consideration of the agreements of the Incremental Euro Term Lenders contained in this Agreement, the Luxembourg Borrower agree to pay to the Administrative Agent, in immediately available funds, for the account of each Incremental Euro Term Lender, an upfront fee (the “*Upfront Fee*”), in the amount described in Exhibit A hereto, payable on the Effective Date. Once paid, the Upfront Fee shall not be refundable under any circumstances.

SECTION 10. *Counterparts.* This Agreement 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 Agreement 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 Agreement.

SECTION 11. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 12. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

SECTION 13. **Jurisdiction; Consent to Service of Process** (a) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive general jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01 of the Credit Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 14. **Headings.** Headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

[Remainder of this page intentionally left blank]

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

CBRE SERVICES, INC.,

by /s/ Debbie Fan
Name: Debbie Fan
Title: SVP and Treasurer

CBRE GROUP, INC.,

by /s/ Debbie Fan
Name: Debbie Fan
Title: SVP and Treasurer

[Signature Page to the Incremental Term Loan Assumption Agreement]

By /s/ Caroline Goergen

Name: Caroline Goergen

Title: Type B manager

[Signature Page to the Incremental Term Loan Assumption Agreement]

CBRE GLOBAL HOLDINGS a *société à responsabilité limitée* organized under the laws of the Grand Ducky of Luxembourg, having its registered office at 12D, Impasse Drosbach L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 150.693

By /s/ Caroline Goergen

Name: Caroline Goergen

Title: Type B manager

[Signature Page to the Incremental Term Loan Assumption Agreement]

CBRE, Inc.
CBRE Global Investors, Inc.
CBRE Global Investors, LLC
CBRE Capital Markets of Texas, LP
CBRE Capital Markets, Inc.
CBRE Clarion CRA Holdings, Inc.
CBRE Clarion REI Holding, Inc.
CBRE Government Services, LLC
CBRE/LJM –Nevada, Inc.
CBRE Partner, Inc.
CBRE Technical Services, LLC
CB/TCC, LLC
Trammell Crow Company, LLC
CBRE GWS LLC
CBRE Business Lending, Inc.
CBRE Consulting, Inc.
CBRE/LJM Mortgage Company, L.L.C.
Insignia/ESG Capital Corporation

by /s/ Debbie Fan

Name: Debbie Fan

Title: SVP and Treasurer

[Signature Page to the Incremental Term Loan Assumption Agreement]

Trammell Crow Development & Investment, Inc.

by /s/ Michael S. Duffy

Name: Michael S. Duffy

Title: Executive Vice President

[Signature Page to the Incremental Term Loan Assumption Agreement]

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

by /s/ Duncan Green

Name: Duncan Green

Title: Director

by /s/ Dara A. Bazzano

Name: Dara A. Bazzano

Title: Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

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

by /s/ Jeff Cook

Name: Jeff Cook

Title: SVP Finance

[Signature Page to the Incremental Term Loan Assumption Agreement]

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **CBRE PTY LIMITED**:

by /s/ Ray C. Pittman

Name: Ray C. Pittman

Title: Director

by /s/ Jamie Maione

Name: Jamie Maione

Title: Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

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

by /s/ Jamie Maione

Name: Jamie Maione

Title: Director

by /s/ Ray C. Pittman

Name: Ray C. Pittman

Title: Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

CB/TCC GLOBAL HOLDINGS LIMITED,

by /s/ Elizabeth Thetford

Name: Elizabeth Thetford

Title: Director

by /s/ Duncan Green

Name: Duncan Green

Title: Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

RELAM AMSTERDAM HOLDINGS B.V.,

By: Intertrust Management B.V., its managing director

/s/ Gert Jan Rietberg

Name: Gert Jan Rietberg

Title: Proxy holder

/s/ L.Kuiters

Name: L. Kuiters

Title: Proxy holder A

[Signature Page to the Incremental Term Loan Assumption Agreement]

CBRE LIMITED PARTNERSHIP,

By: CBRE PARTNER, INC., its general partner

/s/ Debbie Fan

Name: Debbie Fan

Title: SVP and Treasurer

[Signature Page to the Incremental Term Loan Assumption Agreement]

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

by /s/ William O'Daly

Name: William O'Daly

Title: Authorized Signatory

by /s/ D. Andrew Maletta

Name: D. Andrew Maletta

Title: Authorized Signatory

[Signature Page to the Incremental Term Loan Assumption Agreement]

WELLS FARGO BANK, N.A.,
as an Incremental Euro Term Lender,

by /s/ Charles Wilmot
Name: Charles Wilmot
Title: Senior Vice President

[Signature Page to the Incremental Term Loan Assumption Agreement]

NATIONAL WESTMINSTER BANK PLC,
as an Incremental Euro Term Lender,

by /s/ Graeme Carruth

Name: Graeme Carruth

Title: Senior Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

BANK OF AMERICA, N.A.,
as an Incremental Euro Term Lender,

by /s/ Suzanne E. Pickett
Name: Suzanne E. Pickett
Title: Senior Vice President

[Signature Page to the Incremental Term Loan Assumption Agreement]

HSBC BANK USA, N.A.,
as an Incremental Euro Term Lender,

by /s/ Rumesha Ahmed
Name: Rumesha Ahmed
Title: Vice President

[Signature Page to the Incremental Term Loan Assumption Agreement]

JPMORGAN CHASE BANK, N.A.,
as an Incremental Euro Term Lender,

by /s/ Mohammad Hasan

Name: Mohammad Hasan

Title: Executive Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

MUFG BANK, LTD.,
as an Incremental Euro Term Lender,

by /s/ Jeffrey Flagg
Name: Jeffrey Flagg
Title: Director

[Signature Page to the Incremental Term Loan Assumption Agreement]

INCREMENTAL EURO TERM LOANS

TERMS AND CONDITIONS

**Joint
Bookrunners
and Joint Lead
Arrangers:**

Wells Fargo Securities, LLC and National Westminster Bank plc.

Interest Rate:

Solely for purposes of determining the interest rate on the Incremental Euro Term Loans, references to “Adjusted LIBO Rate” in the Credit Agreement shall mean “EURIBO Rate” (defined below).

The interest rate on the Incremental Euro Term Loans (which shall be computed on the basis of the actual number of days elapsed over a year of 360 days) shall be equal to the EURIBO Rate for the applicable Interest Period plus the Applicable Percentage (as defined below with respect to the Incremental Euro Term Loans).

“*EURIBO Rate*” shall mean, with respect to Incremental Euro Term Loans for any Interest Period, the rate per annum determined at 11:00 a.m., Brussels time, on the date that is Two TARGET Days prior to the first day of such Interest Period, by the European Money Market Institute (or any other person that takes over the administration of such rate) as the rate at which interbank deposits in Euro are being offered by one prime bank to another within the EMU zone for such Interest Period, as set forth on the Reuters screen page that displays such rate (currently EURIBOR01) (or, in the event such rate does not exist at such time, a comparable successor rate that, at such time, is broadly accepted by the U.S. syndicated loan market for loans denominated in Euro in lieu of such rate or, if no such broadly accepted comparable successor rate exists at such time, a successor index rate as may be agreed to by the Administrative Agent and the Borrower so long as the Incremental Euro Term Lenders shall have received at least five Business Days prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of such notice to the Incremental Euro Term Lenders, a written notice from Incremental Euro Term Lenders holding a majority in aggregate principal amount of the Incremental Euro Term Loans stating that such Lenders object to such rate); *provided* that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “EURIBO Rate” shall be the Interpolated EURIBO Rate. Notwithstanding the foregoing, if the EURIBO Rate for any Interest Period determined as provided for herein would be less than zero, then it shall be deemed to be zero for such Interest Period.

“Interpolated EURIBO Rate” shall mean, with respect to the EURIBO Rate for the Incremental Euro Term Loans, the rate which results from interpolating on a linear basis between: (a) the European Money Market Institute’s interest settlement rates for deposits in Euro for the longest period (for which that rate is available) which is less than the Interest Period and (b) the European Money Market Institute’s interest settlement rates for deposits in Euro for the shortest period (for which that rate is available) which exceeds the Interest Period, in each case as of approximately 11:00 a.m. (Brussels time) on the date that is two Business Days prior to the commencement of such Interest Period.

“TARGET Day” means any day on which both (a) banks in London are open for general business and (b) the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

Applicable Percentage: **“Applicable Percentage”** shall mean, with respect to the Incremental Euro Term Loans, 0.75% per annum. Subject to Sections 2.08 and 2.15 of the Credit Agreement, all Incremental Euro Term Borrowings shall be Fixed Rate Borrowings.

Prepayment Premium: None.

Upfront Fees: An upfront fee (the **“Upfront Fee”**) equal to 0.35% of the aggregate principal amount of the Incremental Euro Term Loan of each Incremental Euro Term Lender made on the Effective Date will be payable by the Luxembourg Borrower on the Effective Date to each Incremental Euro Term Lender in immediately available Euro, which fee, at the election of the Borrower, may be netted from the amount of the Incremental Euro Term Loans funded on the Effective Date.

Maturity Date: December 20, 2023.

Amortization: None.

Future Incremental Term Loans: Section 2.26 of the Credit Agreement shall apply for the benefit of the Incremental Euro Term Loans as if the Incremental Euro Term Loans were the Tranche A Loans referred to therein.

INCREMENTAL EURO TERM LENDERS

<u>Incremental Euro Term Lender</u>	<u>Incremental Euro Term Loan Commitment</u>
WELLS FARGO BANK, N.A.	€ 90,000,000.00
NATIONAL WESTMINSTER BANK PLC	€ 90,000,000.00
BANK OF AMERICA, N.A.	€ 55,000,000.00
HSBC BANK USA, N.A.	€ 55,000,000.00
JPMORGAN CHASE BANK, N.A.	€ 55,000,000.00
MUFG BANK, LTD.	€ 55,000,000.00
TOTAL INCREMENTAL EURO TERM LOAN COMMITMENT	€ 400,000,000.00