
**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): March 3, 2021

CBRE GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

**2100 McKinney Avenue
Suite 1250
Dallas, Texas**
(Address of Principal Executive Offices)

001-32205
(Commission
File Number)

94-3391143
(IRS Employer
Identification No.)

75201
(Zip Code)

(214) 979-6100
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)
- 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))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--|----------------------|--|
| Class A Common Stock, \$0.01 par value per share | "CBRE" | New York Stock Exchange |

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 March 3, 2021, the Company’s Board of Directors approved amendments to the Company’s Executive Bonus Plan (the “Amended EBP”) with respect to the methodology for calculating bonus awards following a performance year. Pursuant to the Amended EBP, at the beginning of each plan year starting in 2021, the Compensation Committee of the Board will determine the portion of an executive’s target award that will be earned based on financial performance measures (the “Financial Performance Portion”) and portion that will be earned based on strategic performance measures (the “Strategic Performance Portion”), with separate adjustment factors to be applied to each of the Financial Performance Portion and Strategic Performance Portion, and which when added together, determine an executive’s overall annual bonus award.

The description of the Amended EBP above is a summary and is qualified in its entirety by the Amended EBP, filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1+ | Executive Bonus Plan |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

+ Denotes a management contract or compensatory arrangement

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: March 8, 2021

CBRE GROUP, INC.

By: /s/ LEAH C. STEARNS

Leah C. Stearns

Chief Financial Officer

**CBRE GROUP, INC.
EXECUTIVE BONUS PLAN**

Dated March 3, 2021

1. PLAN OBJECTIVE

The Executive Bonus Plan (“EBP” or the “Plan”) has been designed to reward and encourage the efforts of the executive officers of CBRE Group, Inc. (“CBRE” or the “Company”) to successfully attain the Company’s goals by directly tying the Participant’s compensation to Company and individual results. The EBP is also designed to (a) provide competitive compensation opportunities for executive officers and (b) assist in retaining and attracting key employees for CBRE.

2. EFFECTIVENESS AND PLAN YEAR

The Plan is dated the first date set forth above and is effective in respect of the 2021 Plan Year (as defined below) such that it shall apply in respect of Awards (as defined below) in respect of such Plan Year. The Plan will remain in effect until suspended, amended, terminated or otherwise altered in accordance with Section 9 hereof. The Plan supersedes and replaces, in total, all prior versions of the Plan or any other bonus guarantees. A “Plan Year” starts on January 1 and ends December 31 of the same year.

3. PLAN ADMINISTRATION

The People Team will administer the Plan, including participation, eligibility criteria and payment of Awards, subject to final review and approval by the Chief Executive Officer and the Compensation Committee of the Board of Directors (the “Committee”).

4. ELIGIBILITY

- 4.1 Eligibility for participation in the EBP and receipt of bonus awards pursuant to the terms and conditions of the Plan (“Awards”) will be limited to the Chief Executive Officer and other executive officers specifically designated and approved by the Chief Executive Officer and the Committee each year (the CEO and such other officers so designated and approved, “Participants”). Unless otherwise specifically approved by the Chief Executive Officer and the Committee, executive officers who participate in any other Company bonus plan, as well as executive officers who are paid on a commission basis or participate in the bonus plan for commissioned salespersons, are not eligible to participate in the EBP.
- 4.2 Participation for a Participant begins on the first day of employment or the designated effective date of a Participant’s eligibility to participate in the Plan. Eligibility for the Plan does not guarantee payment of an Award because payment is dependent upon earning the Award and the other provisions of the Plan, including both individual and Company performance.

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- 4.3 Participants who are newly hired, transfer to a new position or become eligible to participate during a Plan Year are eligible to earn an Award as follows:
- (a) Newly-hired or newly-eligible Participants will be eligible for a pro-rated Award based on the number of full weeks worked in the eligible position from the first date of employment or the designated effective date during the Plan Year.
 - (b) Participants who transfer to a new position that is not then eligible for the Plan will be eligible for a prorated Award based on the number of full weeks worked in the eligible position during the Plan Year.
 - (c) Participants who transfer or are promoted to another position and remain eligible for the Plan under the new position will be eligible to earn a prorated Award for each position based on the number of full weeks worked in each position during the Plan Year. Eligibility to earn Awards will be based on the number of full weeks the Participant worked in each position and the applicable Target Awards and/or ratings for each position.
- 4.4 If the employment status of a Participant changes prior to the Payment Date (as defined below), eligibility for an Award will depend on the reason for the status change:
- (a) Resignation or voluntary termination for any reason: Eligibility for Awards is forfeited on resignation or voluntary termination by the Participant for any reason before the Payment Date.
 - (b) Involuntary termination for Cause: Eligibility for Awards is forfeited on involuntary termination by the Company for Cause before the Payment Date. As used herein, the term “Cause” shall mean: (i) an uncured material breach by a Participant of one or more of the material terms and conditions of such Participant’s employment agreement, (ii) a material violation by a Participant of the Company’s published policies without permission or just cause, (iii) a Participant’s substantial and continuing non-performance under such Participant’s employment agreement, (iv) any act of fraud, embezzlement or other dishonesty in connection with a Participant’s duties and obligations, (v) any intentional act by a Participant that would jeopardize the Company’s licenses to do business, or (vi) the commission by a Participant of any illegal and/or unethical act that adversely and materially affects the character, goodwill and public reputation of the Company.
 - (c) Involuntary termination not for Cause: Eligibility for Awards is forfeited on involuntary termination by the Company not for Cause before the Payment Date. Participants classified as a Highly Compensated Employee (“HCE”) and eligible for severance benefits as defined by the Severance Pay Policy then in effect are eligible (but not guaranteed) to receive a pro-rated target bonus at the sole discretion of the Company under the provisions of the Company’s Severance Pay Policy then in effect.

- (d) Retirement: If a Participant Retires (as defined below) prior to a Payment Date and participated in the Plan for at least 26 full weeks of the Plan Year, eligibility for an Award may (but is not guaranteed to) be prorated based on the number of full weeks of participation in the Plan Year. If paid, a prorated Award will be paid at the time that Awards are paid to Participants generally. If participation in the Plan is for less than 26 full weeks during the Plan Year, the Retiring Participant is not eligible for an Award for that Plan Year. As used in this Section 4.4(d), "Retire" (and corresponding terms) means voluntary termination of employment by a Participant with the Company or an affiliated company, where such Participant has completed at least ten years of Continuous Service and (i) for U.S. Participants, the attainment of age 62, or (ii) for non-U.S. Participants, the attainment of age 62 or such earlier age at which such Participant is required to retire from Continuous Service under applicable law or an applicable retirement plan or policy. "Continuous Service" means uninterrupted service as an employee. A Participant's Continuous Service does not terminate if he or she is a common-law employee and goes on a bona fide leave of absence that was approved by the Company in writing and the terms of the leave provide for continued service crediting, or when continued service crediting is required by applicable law.
- (e) Death or disability: If a Participant dies or becomes disabled prior to a Payment Date, eligibility for an Award may (but is not guaranteed to) be prorated based on the number of full weeks of participation in the Plan Year. If paid, any prorated Award will be paid at the time that Awards are paid to Participants generally. A Participant will be considered "disabled" if the Participant is disabled as defined under the provisions of the Company's Long-Term Disability Plan then in effect. For a Participant who dies prior to the Payment Date, the Award (if paid) will be paid to the Participant's beneficiary as designated in the Participant's group term life insurance at the time of death.

5. TIMING OF CALCULATIONS, PAYMENTS

- 5.1 Awards are earned by performance during the Plan Year and by remaining actively employed by the Company through the date Awards are paid.
- 5.2 Subject to final approval by the Chief Executive Officer and the Committee, Awards will be paid on or before March 15 following the end of the Plan Year with respect to which the Award relates (such date of payment, the "Payment Date").
- 5.3 Subject to Sections 4.4(c), 4.4(d) and 4.4(e), if a Participant's employment terminates for any reason (whether voluntarily or involuntarily) either during the Plan Year or following the end of the Plan Year but prior to the Payment Date, unless otherwise determined by the Company pursuant to the terms hereof, no Award (or portion thereof) shall be payable or earned with respect to such Plan Year.
- 5.4 It is intended that all Awards earned will be paid in cash. However, the Company reserves the right to distribute common stock in the Company or other non-cash forms of compensation in lieu of cash in the event economic circumstances dictate such action.

5.5 Federal and state income taxes and other required taxes will be withheld from bonuses under applicable law.

5.6 To the extent that any Awards under the Plan are subject to Section 409A of the Internal Revenue Code (IRC), the terms and administration of such Awards shall comply with the provisions of such Section, applicable IRC guidance and good faith reasonable interpretations thereof, and, to the extent necessary to achieve compliance, such Awards shall be modified, replaced, or terminated at the discretion of the Committee.

6. MAXIMUM ANNUAL BONUSES

The maximum Award to be received by any Participant shall not exceed 200% of the Target Award (as defined below), inclusive of CEO Awards (as defined below).

7. CEO AWARDS

The Company reserves the right to award to a Participant a supplemental discretionary bonus award in cases of exceptional and exceedingly deserving circumstances, the amount of which shall be determined in the Chief Executive Officer's sole discretion (subject to the ratification by the Committee). This supplemental award is referred to herein as a "CEO Award."

8. AWARD CALCULATION

8.1 Participants are eligible for an Award each Plan Year, based on (a) the extent to which the Company or an identified business segment, business unit or line of business meets or exceeds financial performance targets for the performance period ("Financial Performance Targets"), and/or (b) an assessment of the executive's performance during the performance period, which may be based in part on individual achievement of important Company or individual objectives in each Participant's area of responsibility ("Strategic Performance Objectives").

8.2 Target Awards:

- (a) Each Participant will be assigned a "Target Award" by the Company in its sole discretion (generally based on a Participant's position and that position's potential contribution to the Company) by March 31 of each Plan Year. For new hires or newly-eligible Participants (whether by transfer or promotion), the Target Award will be set within ninety (90) days of eligibility for the Plan.
- (b) At or near the beginning of each plan year the Committee will determine, in its sole discretion (i) the portion of the Target Award (up to 100%) that will be earned based on Financial Performance (the "Financial Performance Portion"), and (ii) the portion of the Target Award (up to 100%) that will be earned based on Strategic Performance (the "Strategic Performance Portion").
- (c) In the event that a Target Award amount or weighting of any component thereof is changed during a Plan Year, the payment of that Plan Year's Award will be

pro-rated based on the number of full weeks that each respective Target Award (or such component's weighting) was in force, unless other written agreements supersede this provision.

8.3 **Financial Performance Targets:** Financial Performance Targets are approved by the Committee at or near the beginning of each Plan Year. Until a different metric is designated by the Committee for a Plan Year, EBITDA will be the metric utilized to set Financial Performance Targets for the Company, regions, business units and lines of business, as adjusted to eliminate the effects of charges for restructurings, discontinued operations, extraordinary items and other unusual or non-recurring items as well as the cumulative effect of tax or accounting changes.

8.4 **Strategic Performance Objectives:**

- (a) If applicable, a Participant's Strategic Performance Objectives will be set by the Company in writing by March 31 of each Plan Year in respect of that Plan Year, with the Company having the discretion (but not being required) to assign relative weightings to each such Strategic Performance Objective.
- (b) For new hires or newly-eligible Participants (whether by transfer or promotion), any applicable Strategic Performance Objectives must be set within ninety (90) days of eligibility for the Plan.
- (c) If Strategic Performance Objectives are intended to apply to a Participant, non-submission of Strategic Performance Objectives to the Committee will make such Participant ineligible for an Award.

8.5 **Calculation of Awards:** Following the conclusion of the Plan Year, Awards are calculated as follows:

- (a) **Financial Performance Portion:** Actual financial performance is compared to the Financial Performance Targets, and a Payout Factor is then determined as follows:

| Achievement Against Financial Performance Target | Payout Factor (% of Target) |
|--|--------------------------------|
| <= 70% | 0% |
| 100% | 100% |
| >=130% | 200% |

* *The Payout Factor for financial performance achievement between 70% and 130% of the financial performance target will be linearly interpolated. For example, achievement of 124.3% of the Financial Performance Target will result in an Adjustment Factor of 181.00%.*

The Payout Factor is then multiplied by the Financial Performance Portion of the Target Award. This product is the **Financial Performance Award.**

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- (b) Strategic Performance Portion: Following the end of the Plan Year, the Chief Executive Officer (or where the Participant is the Chief Executive Officer, the Committee) will determine a “strategic performance payout factor” for each Participant based on that Participant’s overall performance for that Plan Year, taking into account his or her accomplishment of Strategic Performance Objectives for such Plan Year as well as any other special factors that may have impacted the Participant’s performance during the Plan Year. Unless otherwise determined by the Committee or the Chief Executive Officer, as applicable, the minimum strategic performance payout factor is 0% and the maximum strategic performance payout factor is 150%. The product of this strategic performance payout factor multiplied by the Strategic Performance Portion of the Target Award is the “Strategic Performance Award.”
 - (c) Sum of Resultant Products: Subject to Overall Cap: The resultant parts in the ultimate sentences of Sections 8.5(a) and 8.5(b) are then added together to arrive at an Award for the Participant (but subject to the other terms contained in the Plan), not to exceed the overall cap in Section 6 hereof.
 - (d) Role of CEO and the Committee. The final Award recommendation will be made by the Chief Executive Officer and approved by the Committee.

9. SUSPENSION, AMENDMENT OR TERMINATION OF THE PLAN

The Company reserves the right at any time prior to payment of the Awards to review, interpret, alter, suspend, amend, or terminate or discontinue (with or without notice) the Plan (including in respect of a Plan Year already completed if prior to the Payment Date in respect of that Plan Year), including, without limitation, the calculation and method of and eligibility for Award payments, *provided, however*, that any alterations or amendments to the Plan require the approval of the Committee, *provided further, however*, that any alterations or deviations in respect of the process for determining the Strategic Performance Portion pursuant to Section 8.5(b) hereof do not require the approval of the Committee if such alterations or deviations are otherwise approved by the Chief Executive Officer. The Plan does not constitute a contract of employment (express or implied) and cannot be relied upon as such. The Plan does not alter the at-will employment relationship between the Company and the Participants.

10. ETHICS

The Committee shall have the right to withhold or decrease a Participant’s Award on account of a Participant’s violation(s) of the Standards of Business Conduct or other Company policies, including, without limitation, the failure to model and enforce the Company’s high standards of ethical conduct or to demonstrate a commitment to a discrimination-, retaliation- and harassment-free workplace. Conversely, the Committee may increase incentive compensation (up to the total maximum Award permitted under the Plan) for a Participant who demonstrates extraordinary achievements in these critical areas for the Company.

11. CLAWBACK POLICY

All Awards made under the Plan are subject to the Company's Clawback Policy (which may be amended from time to time by the Company in its sole discretion).