

# SECURITIES AND EXCHANGE COMMISSION

## FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

Filing Date: **2019-10-25** | Period of Report: **2019-10-25**  
SEC Accession No. [0001171843-19-006823](#)

([HTML Version](#) on [secdatabase.com](#))

### FILER

#### **Colliers International Group Inc.**

CIK:[913353](#) | IRS No.: **000000000** | State of Incorpor.: **A6** | Fiscal Year End: **1231**  
Type: **6-K** | Act: **34** | File No.: [001-36898](#) | Film No.: **191167669**  
SIC: **6500** Real estate

#### Mailing Address

*1140 BAY STREET  
SUITE 4000  
TORONTO A6 M5S 2B4*

#### Business Address

*1140 BAY STREET  
SUITE 4000  
TORONTO A6 M5S 2B4  
(416) 960-9500*

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER**

**PURSUANT TO RULE 13a-16 OR 15d-16 UNDER  
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of: October 2019  
Commission file number 001-36898

**COLLIERS INTERNATIONAL GROUP INC.**

(Translation of registrant's name into English)

**1140 Bay Street, Suite 4000  
Toronto, Ontario, Canada  
M5S 2B4**

(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:  
Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether by furnishing the information contained in this Form, the Registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934:

Yes  No

If "Yes" is marked, indicate the file number assigned to the Registrant in connection with Rule 12g3-2(b): N/A

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

**COLLIERS INTERNATIONAL GROUP INC.**

Date: October 25, 2019

/s/ John B. Friedrichsen

Name: John B. Friedrichsen

Title: Chief Financial Officer

**EXHIBIT INDEX**

<b>Exhibit</b>	<b>Description of Exhibit</b>
<u><a href="#">99.1</a></u>	<u><a href="#">Second Amendment to Second Amended and Restated Credit Agreement dated September 13, 2019.</a></u>
<u><a href="#">99.2</a></u>	<u><a href="#">Amendment No. 1 and Waiver to Transfer and Administration Agreement dated September 20, 2019.</a></u>

**SECOND AMENDMENT  
TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

**EXECUTED** by the parties hereto as of 13th day of September, 2019.

- AMONG:**        **COLLIERS INTERNATIONAL GROUP INC.**, as Canadian Borrower (the **Canadian Borrower**)
- AND:**            **COLLIERS INTERNATIONAL HOLDINGS (USA), INC.**, as U.S. Borrower (the **US Borrower**)
- AND:**            **GLOBESTAR LIMITED**, as a UK Borrower (**Globestar**)
- AND:**            **COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED**, as a UK Borrower (**EMEA Holdings**)
- AND:**            **COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED**, as Australian Borrower (the **Australian Borrower**, and together with the Canadian Borrower, the US Borrower, Globestar, EMEA Holdings, collectively, the **Borrowers**)
- AND:**            **THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES HEREOF**, as Guarantors (the **Guarantors**)
- AND:**            **THE BANKS NAMED ON THE EXECUTION PAGES HEREOF**, as Lenders (collectively, the **Lenders** and each individually the **Lender**)
- AND:**            **TORONTO DOMINION (TEXAS) LLC**, as the U.S. administration agent (the **U.S. Agent**)
- AND:**            **THE TORONTO-DOMINION BANK, LONDON BRANCH**, as European administration agent (the **European Agent**)
- AND:**            **HSBC BANK AUSTRALIA LIMITED**, as Australian administration agent (the **Australian Agent**)
- AND:**            **THE TORONTO-DOMINION BANK**, as the administration agent, as the collateral agent and as the Canadian administration agent (in its capacity as the collateral agent, the **Collateral Agent**, in its capacity as the administration agent, the **Administration Agent** and in its capacity as the Canadian administration agent, the **Canadian Agent**).

**WHEREAS** the Borrowers, the Guarantors, the Lenders, the Administration Agent, the Collateral Agent, Canadian Agent, the U.S. Agent, the European Agent, the Australian Agent (collectively, the **Agents**), TD Securities, as Sole Lead Arranger and Sole Bookrunner, Bank of Montreal and HSBC Bank Canada, as Syndication Agents, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and U.S. Bank, National Association, as Documentation Agents, among others, have entered into a second amended and restated credit agreement dated April 19, 2018 (as amended by a first amendment to second amended and restated credit agreement dated as of April 4, 2019 and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the **Credit Agreement**);

**AND WHEREAS** the Borrowers, the Agents and the Lenders have agreed to amend certain provisions of the Credit Agreement, but only to the extent and subject to the provisions set forth in this second amendment to the Credit Agreement (the **Amendment**);

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1 – INTERPRETATION

- 1.1 Capitalized terms referred to and not defined herein shall have the meanings ascribed thereto in the Credit Agreement.
- 1.2 Each of the Borrowers and each of the Guarantors agrees that the recitals form an integral part of this Amendment.

## ARTICLE 2 – AMENDMENTS

- 2.1 With effect on the Amendment Effective Date (as defined herein), the Credit Agreement is amended as follows:
- (a) Section 2.11(a)(i) of the Credit Agreement is hereby amended by amending and restating it in its entirety to read as follows:

“(i) Subject to the notice provisions of Sections 2.2 and 2.3 and upon the terms and subject to the conditions hereof, the applicable Issuing Bank shall, at the request of a Borrower, issue under the applicable Revolving Facility one or more irrevocable Letters of Credit (in Dollars or Cdn. Dollars (in respect of the Canadian Borrower), Dollars (in respect of the U.S. Borrower), Sterling (in respect of the UK Borrower), Euros or Dollars (in respect of Colliers EMEA) and Australian Dollars and Dollars (in respect of the Australian Borrower)) in such Issuing Bank’s usual form (or such other form as may be required by such Borrower and is acceptable to the Issuing Bank acting reasonably), expiring no later than, in the case of Standby Letters of Credit, 365 days from the date of issuance and, in the case of Trade Letters of Credit, 270 days from the date of issuance. If a Letter of Credit is set to expire beyond the Final Maturity Date, the Borrowers shall pledge to, and deposit with, the Collateral Agent cash collateral equal to the face amount of such Letters of Credit, plus all fees, prior to the termination of this Agreement. The maximum amount payable under all Letters of Credit shall not, at the time of issue of each Letter of Credit, exceed (i) U.S.\$80,000,000 (with respect to Letters of Credit issued at the request of the U.S. Borrower) (the “U.S. Borrower LC Sublimit”), and (ii) U.S.\$20,000,000, or the Equivalent Amount thereof in the applicable approved currency (with respect to Letters of Credit issued at the request of the Canadian Borrower, UK Borrower, Colliers EMEA and Australian Borrower) (the “Applicable Foreign Borrower LC Sub-limit” and, together with the U.S. Borrower LC Sublimit, the “Total LC Sublimit”). Subject to Section 2.15 hereof, the Canadian Borrower may, with 30 days prior written notice, require that the Administration Agent reallocate any amounts which are available under the Total LC Sub-limit between the U.S. Borrower LC Sublimit and the Applicable Foreign Borrower LC Sublimit, provided, however, that any increase to the exposure of an Issuing Bank that may be requested as a result of a reallocation shall be at the sole discretion of such Issuing Bank. Issuing Bank shall have no obligation to issue any Letter of Credit unless (i) each condition above is satisfied; and (ii) if a Defaulting Lender exists, Borrowers have entered into arrangements satisfactory to Agent and Issuing Bank to eliminate any funding risk associated with such Defaulting Lender.”.

## ARTICLE 3– CONDITIONS TO EFFECTIVENESS

- 3.1 This Amendment shall become effective upon the satisfaction of the following conditions precedent in form and substance satisfactory to the Collateral Agent (the date and fulfillment of such conditions being herein referred to as the **Amendment Effective Date**):

- (a) delivery to the Collateral Agent of a fully executed copy of this Amendment, dated the Amendment Effective Date, as executed by the Borrowers, the Guarantors, the Agents and the Lenders; and

- (b) the Collateral Agent being satisfied that all representations and warranties contained in Article 8 of the Credit Agreement shall remain true and correct in all material respects (except such representations and warranties that are qualified as to materiality, which shall be true and correct in all respects) following this Amendment.

#### ARTICLE 4– REPRESENTATIONS AND WARRANTIES

4.1 Each Borrower and each Guarantor warrants and represents to the Agents and the Lenders that the following statements are true, correct and complete:

- (a) Authorization, Validity, and Enforceability of this Amendment. Each Borrower and each Guarantor has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Credit Agreement, as amended by this Amendment. Each Borrower and each Guarantor has taken all necessary corporate action (including, without limitation, obtaining approval of its shareholders if necessary) to authorize its execution and delivery of this Amendment and the performance of the Credit Agreement. This Amendment has been duly executed and delivered by each Borrower and each Guarantor and this Amendment and the Credit Agreement constitute the legal, valid and binding obligations of each Borrower and each Guarantor, enforceable against each of them in accordance with their respective terms without defence, compensation, setoff or counterclaim. Each Borrower's and each Guarantor's execution and delivery of this Amendment and the performance by each Borrower and each Guarantor of the Credit Agreement do not and will not conflict with, or constitute a violation or breach of, or constitute a default under, or result in the creation or imposition of any Lien upon the property of any Borrower or any Guarantor by reason of the terms of (a) any contract, mortgage, hypothec, Lien, lease, agreement, indenture, or instrument to which any Borrower or any Guarantor is a party or which is binding on any of them, (b) any requirement of law applicable to any Borrower or any Guarantor, or (c) the certificate or articles of incorporation or amalgamation or association or bylaws or memorandum of association of any Borrower or any Guarantor.
- (b) Governmental Authorization. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or other person is necessary or required in connection with the execution, delivery or performance by, or enforcement against each Borrower and each Guarantor of this Amendment or the Credit Agreement except for such as have been obtained or made and filings required in order to perfect and render enforceable the Collateral Agent's Liens.
- (c) Incorporation of Representations and Warranties from Credit Agreement. The representations and warranties contained in Article 8 of the Credit Agreement and the other Loan Documents are and will be true, correct and complete in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.
- (d) Absence of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment that would constitute a Default or an Event of Default.
- (e) No Other Amendment. Except to the extent set forth herein no additional amendment, consent or waiver of any other term, condition, covenant, agreement or any other aspect of the Credit Agreement is intended or implied and except as covered by this Amendment, no other aspect of the covenants referred to herein is amended or waived, including without limitation for any other period or circumstance, and no such amendment, waiver or consent is intended or implied.

## ARTICLE 5 – MISCELLANEOUS

5.1 Each Borrower and each Guarantor (i) reaffirms its Obligations under the Credit Agreement and the other Loan Documents to which it is a party, and (ii) agrees that the Credit Agreement and the other Loan Documents to which it is a party remain in full force and effect, except as amended hereby, and are hereby ratified and confirmed. The Guarantors (i) consent to and approve the execution and delivery of this Amendment by the parties hereto, (ii) agree that this Amendment does not and shall not limit or diminish in any manner the obligations of the Guarantors under their guarantees (collectively, the **Guarantees**) and that such obligations would not be limited or diminished in any manner even if such Guarantors had not executed this Amendment, (iii) agree that this Amendment shall not be construed as requiring the consent of such Guarantors in any other circumstance, (iv) reaffirm each of their obligations under the Guarantees and the other Loan Documents to which they are a party, and (v) agree that the Guarantees and the other Loan Documents to which they are a party remain in full force and effect and are hereby ratified and confirmed.

5.2 Except to the extent specifically set forth in this Amendment, nothing contained in this Amendment or any other communication between the Collateral Agent and/or the Lenders and the Borrowers (or any Guarantor) shall be a waiver of any other present or future violation, Default or Event of Default under the Credit Agreement or any other Loan Document (collectively, **Other Violations**). Similarly, nothing contained in this Amendment shall directly or indirectly in any way whatsoever either (i) impair, prejudice or otherwise adversely affect the Collateral Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Loan Document with respect to any Other Violations (including, without limiting the generality of the foregoing, in respect of the non-conformity to any representation, warranty or covenant contained in any Loan Document), (ii) except as specifically provided in Article 2 hereof, amend or alter any provision of the Credit Agreement or any other Loan Document or any other contract or instrument, or (iii) constitute any course of dealing or other basis for altering any obligation of any Borrower or any Guarantor under the Loan Documents or any right, privilege or remedy of the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document or any other contract or instrument with respect to Other Violations. Nothing in this Amendment shall be construed to be a consent by the Collateral Agent or the Lenders to any Other Violations.

5.3 This Amendment will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Agreement or any of the documents or security delivered pursuant thereto but same shall remain in full force and effect save to the extent same are amended by the provisions of this Amendment.

5.4 All reasonable expenses of the Collateral Agent in connection with this Amendment and the related documentation, including all reasonable legal fees and disbursements incurred by the Collateral Agent, shall be for the account of the Borrowers.

5.5 This Amendment enures to the benefit of and binds the parties and their respective successors and permitted assigns.

5.6 Each party shall from time to time promptly execute and deliver all further documents and take all further action necessary to give effect to the provisions and intent of this Amendment.

5.7 This Amendment may be executed and delivered in one or more counterparts, including by way of facsimile, or electronically, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5.8 This Amendment shall be interpreted and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.



**[Signature pages commence on the following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Credit Agreement to be executed as of the date first above written.

**COLLIERS INTERNATIONAL GROUP INC., as  
Canadian Borrower**

Per: <signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Vice President, Legal Counsel and Corporate Secretary

**COLLIERS INTERNATIONAL HOLDINGS (USA),  
INC., as U.S. Borrower**

Per: <signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**GLOBESTAR LIMITED, as a UK Borrower**

Per: <signed> Davoud Amel-Azizpour

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Company

**COLLIERS INTERNATIONAL EMEA HOLDINGS  
LIMITED, as a UK Borrower**

Per: <signed> Davoud Amel-Azizpour

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Company

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

Executed by **COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED** ACN 008 178 238 as Australian Borrower in accordance with section 127 of the *Corporations Act 2001*:

<signed> *Robert Wall*  
.....  
Director/company secretary

<signed> *John Kenny*  
.....  
Director

ROBERT WALL  
.....  
Name of director/company secretary  
(BLOCK LETTERS)

JOHN KENNY  
.....  
Name of director  
(BLOCK LETTERS)

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS MACAULAY NICOLLS INC., as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL USA, LLC, as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**CIVAS HOLDINGS, LLC, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL WA, LLC, as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL REAL ESTATE  
MANAGEMENT SERVICES (AZ), LLC, as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS INTERNATIONAL CA, LLC, as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL GREATER LOS  
ANGELES, LLC as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL VALUATION &  
ADVISORY SERVICES, LLC, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

**FS WILLIAMS ACQUISITIONCO LLC, as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Manager, Secretary

I have the authority to bind the Corporation

**COLLIERS PARRISH INTERNATIONAL, INC., as  
a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: VP, Assistant Secretary

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

Executed by **COLLIERS INTERNATIONAL (NSW) PTY LIMITED** ACN 001 401 681 as a Guarantor in accordance with section 127 of the *Corporations Act 2001*:

*<signed> Robert Wall*  
.....  
Director/company secretary

ROBERT WALL  
.....  
Name of director/company secretary  
(BLOCK LETTERS)

*<signed> John Kenny*  
.....  
Director

JOHN KENNY  
.....  
Name of director  
(BLOCK LETTERS)

Executed by **COLLIERS INTERNATIONAL (VICTORIA) PTY LTD** ACN 005 032 940 as a Guarantor in accordance with section 127 of the *Corporations Act 2001*:

*<signed> Robert Wall*  
.....  
Director/company secretary

ROBERT WALL  
.....  
Name of director/company secretary  
(BLOCK LETTERS)

*<signed> John Marasco*  
.....  
Director

JOHN MARASCO  
.....  
Name of director  
(BLOCK LETTERS)

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS INTERNATIONAL NEW ZEALAND  
LIMITED, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Authorized Signor

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL GERMANY  
HOLDING GMBH, as a Guarantor**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Managing Director

I have the authority to bind the Corporation

**COLLIERS MACAULAY NICOLLS (CYPRUS)  
LIMITED, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Authorized Signor

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL HOLDINGS  
LIMITED, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Director

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL CONSULTANTS  
LIMITED, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Director

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS INTERNATIONAL (HONG KONG)  
LIMITED, as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Director

I have the authority to bind the Corporation

**Signed by a director of GLOBESTAR LIMITED for and on  
behalf of, and as corporate member of, COLLIERS  
INTERNATIONAL PROPERTY  
ADVISERS UK LLP, as a Guarantor**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Director

**COLLIERS INTERNATIONAL PROPERTY  
CONSULTANTS LIMITED, as a Guarantor**

Per: *<signed> Anthony Horrell*

---

Name: Anthony Horrell

Title: Director

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



**COLLIERS INTERNATIONAL FINLAND GROUP  
OY, as a Guarantor**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL FINLAND OY, as a  
Guarantor**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL FINLAND  
HOLDINGS OY, as a Guarantor**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS INTERNATIONAL PROPERTY CONSULTANTS  
(SHANGHAI) CO. LTD., as a  
Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Authorized Signor

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL FINCO (CANADA)  
INC., as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Authorized Signor

I have the authority to bind the Corporation

**COLLIERS INTERNATIONAL HOLDINGS S.à r.l.,  
as a Guarantor**

Per: *<signed> Robert Alastair Wildman*

---

Name: Robert Alastair Wildman

Title: Director

I have the authority to bind the Corporation

**COLLIERS INVESTMENT MANAGEMENT  
HOLDINGS, Inc., as a Guarantor**

Per: *<signed> Matthew Hawkins*

---

Name: Matthew Hawkins

Title: Authorized Signor

I have the authority to bind the Corporation

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS INTERNATIONAL EMEA FINCO PLC**

Per: *<signed> Davoud Amel-Azizpour*

---

Name: Davoud Amel-Azizpour

Title: Director

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**THE TORONTO-DOMINION BANK, as  
Administration Agent, Collateral Agent and Canadian  
Administration Agent**

Per: *<signed> Andi Zeneli*

---

Name: Andi Zeneli

Title: VP, Loan Syndications-Agency

**Draw Requests, Conversion Requests,  
Repayment Notices**  
[REDACTED]

**All Other Notices**  
[REDACTED]

**TORONTO DOMINION (TEXAS) LLC, as U.S.  
Administration Agent**

Per: *<signed> Hughroy Enniss*

---

Name: Hughroy Enniss

Title: Authorized Signatory

**THE TORONTO-DOMINION BANK, London  
Branch, as European Agent**

Per: *<signed> Philip Bates*

---

Name: Philip Bates

Title: MD, European Credit Origination

**HSBC BANK AUSTRALIA LIMITED, as Australian  
Agent**

Per: *<signed> Nadia Ladak*

---

Name: Nadia Ladak

Title: Country Head of International Subsidiaries

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

CANADIAN LENDERS

**THE TORONTO-DOMINION BANK**

Per: *<signed> Tim Thomas*

---

Name: Tim Thomas

Title: Managing Director

Per: *<signed> Andrew C. Rytel*

---

Name: Andrew C. Rytel

Title: Vice President

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**JPMORGAN CHASE BANK, N.A., Toronto  
Branch**

Per: *<signed> Jeffrey Coleman*

---

Name: Jeffrey Coleman

Title: Executive Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**BANK OF MONTREAL**

Per: *<signed> Sean P. Gallaway*

Name: Sean P. Gallaway

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**HSBC BANK CANADA**

Per: *<signed> Andrew Sclater*

---

Name: Andrew Sclater

Title: Director

Large Corporate Banking

Per: *<signed> Jesse Macmasters*

---

Name: Jesse Macmasters

Title: Head of Large Corporate - Ontario

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



**THE BANK OF NOVA SCOTIA**

Per: *<signed> Steve Holyman*

---

Name: Steve Holyman  
Title: Managing Director

Per: *<signed> Andrew Morales*

---

Name: Andrew Morales  
Title: Associate Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

CANADIAN LENDERS CONT'D

**BANK OF AMERICA, N.A., Canada Branch**

Per: *<signed> Julie Griffin*

---

Name: Julie Griffin

Title: Senior Vice President

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**CANADIAN IMPERIAL BANK OF COMMERCE**

Per: *<signed> Sophia Soofi*

---

Name: Sophia Soofi

Title: Executive Director

Per: *<signed> Stephen Redding*

---

Name: Stephen Redding

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

NATIONAL BANK OF CANADA

Per: *<signed> Gavin Virgo*

---

Name: Gavin Virgo  
Title: Vice President

Per: *<signed> David Torrey*

---

Name: David Torrey  
Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**U.S. BANK NATIONAL ASSOCIATION, Canada Branch**

Per: *<signed> John P. Rehob*

---

Name: John P. Rehob

Title: Principal Officer

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**WELLS FARGO BANK, N.A., Canadian Branch**

Per: *<signed> Jeff McInenly*

---

Name: Jeff McInenly

Title: Relationship Manager

Per: *<signed> Gord Morrison*

---

Name: Gord Morrison

Title: Senior Portfolio Manager

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**MIZUHO BANK, LTD.**

Per: *<signed> Carmen Angelescu*

\_\_\_\_\_  
Name: Carmen Angelescu

Title: Director

Per: \_\_\_\_\_

Name:

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

U.S. LENDERS

**THE TORONTO-DOMINION BANK, NEW YORK BRANCH**

Per: *<signed> Hughroy Ennis*

Name: Hughroy Ennis

Title: Authorized Signatory

Per: \_\_\_\_\_

Name:

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



U.S. LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: *<signed> Lisa Whatley*

---

Name: Lisa Whatley

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**U.S. LENDERS CONT'D**

**BANK OF MONTREAL, Chicago Branch**

Per: <signed> Yacouba Kane

Name: Yacouba Kane

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**HSBC BANK CANADA**

Per: *<signed> Andrew Sclater*

---

Name: Andrew Sclater  
Title: Director  
Large Corporate Banking

Per: *<signed> Jesse Macmasters*

---

Name: Jesse Macmasters  
Title: Head of Large Corporate - Ontario

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**THE BANK OF NOVA SCOTIA**

Per: *<signed> Steve Holyman*

---

Name: Steve Holyman  
Title: Managing Director

Per: *<signed> Andrew Morales*

---

Name: Andrew Morales  
Title: Associate Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

U.S. LENDERS CONT'D

**BANK OF AMERICA, N.A., Canada Branch**

Per: *<signed> Julie Griffin*

---

Name: Julie Griffin

Title: Senior Vice President

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

CANADIAN IMPERIAL BANK OF COMMERCE

Per: *<signed> Sophia Soofi*

---

Name: Sophia Soofi

Title: Executive Director

Per: *<signed> Stephen Redding*

---

Name: Stephen Redding

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

NATIONAL BANK OF CANADA

Per: *<signed> Gavin Virgo*

---

Name: Gavin Virgo

Title: Vice President

Per: *<signed> David Torrey*

---

Name: David Torrey

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**U.S. LENDERS CONT'D**

**U.S. BANK NATIONAL ASSOCIATION**

Per: *<signed> James F. Cooper*

---

Name: James Cooper

Title: Senior Portfolio Manager

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



**WELLS FARGO BANK, N.A., Canadian Branch**

Per: *<signed> Jeff McInenly*

---

Name: Jeff McInenly

Title: Relationship Manager

Per: *<signed> Gord Morrison*

---

Name: Gord Morrison

Title: Senior Portfolio Manager

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

U.S. LENDERS CONT'D

**MIZUHO BANK, LTD.**

Per: *<signed> Carmen Angelescu*

\_\_\_\_\_  
Name: Carmen Angelescu

Title: Director

Per: \_\_\_\_\_

Name:

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

UK LENDERS

**THE TORONTO-DOMINION BANK, London  
Branch**

Per: *<signed> Philip Bates*

---

Name: Philip Bates

Title: MD, European Credit Origination

Per: *<signed> Paul Needs*

---

Name: Paul Needs

Title: Director, Global Counterparty Credit

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

UK LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: *<signed> Lisa Whatley*

Name: Lisa Whatley

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**UK LENDERS CONT'D**

**BANK OF MONTREAL, London Branch**

Per: *<signed> Scott Matthews*

Name: Scott Matthews

Title: CFO

Per: *<signed> Tony Ebdon*

Name: Tony Ebdon

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**HSBC BANK PLC**

Per: *<signed> Adam Mahmoud*

---

Name: Adam Mahmoud

Title: Relationship Director, International Subsidiary  
Banking

Per: *<signed> Simon Addis*

---

Name: Simon Addis

Title: Director, International Subsidiary Banking

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**THE BANK OF NOVA SCOTIA**

Per: *<signed> Steve Holyman*

---

Name: Steve Holyman  
Title: Managing Director

Per: *<signed> Andrew Morales*

---

Name: Andrew Morales  
Title: Associate Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

NATIONAL BANK OF CANADA

Per: *<signed> Gavin Virgo*

---

Name: Gavin Virgo

Title: Vice President

Per: *<signed> David Torrey*

---

Name: David Torrey

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



**WELLS FARGO BANK, N.A., Canadian Branch**

Per: *<signed> Jeff McInenly*

---

Name: Jeff McInenly

Title: Relationship Manager

Per: *<signed> Gord Morrison*

---

Name: Gord Morrison

Title: Senior Portfolio Manager

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

UK LENDERS CONT'D

**MIZUHO BANK, LTD.**

Per: *<signed> Carmen Angelescu*

\_\_\_\_\_  
Name: Carmen Angelescu

Title: Director

Per: \_\_\_\_\_

Name:

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**CANADIAN IMPERIAL BANK OF COMMERCE**

Per: *<signed> Sophia Soofi*

---

Name: Sophia Soofi

Title: Executive Director

Per: *<signed> Stephen Redding*

---

Name: Stephen Redding

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**THE TORONTO-DOMINION BANK, London  
Branch**

Per: *<signed> Philip Bates*

---

Name: Philip Bates

Title: MD, European Credit Origination

Per: *<signed> Paul Needs*

---

Name: Paul Needs

Title: Director, Global Couterparty Credit

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**JPMORGAN CHASE BANK, N.A.**

Per: *<signed> Lisa Whatley*

---

Name: Lisa Whatley

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**COLLIERS EMEA LENDERS CONT'D**

**BANK OF MONTREAL, London Branch**

Per: *<signed> Scott Matthews*

Name: Scott Matthews

Title: CFO

Per: *<signed> Tony Ebdon*

Name: Tony Ebdon

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**HSBC BANK PLC**

Per: *<signed> Adam Mahmoud*

---

Name: Adam Mahmoud

Title: Relationship Director, International Subsidiary  
Banking

Per: *<signed> Simon Addis*

---

Name: Simon Addis

Title: Director, International Subsidiary Banking

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**THE BANK OF NOVA SCOTIA**

Per: *<signed> Steve Holyman*

---

Name: Steve Holyman  
Title: Managing Director

Per: *<signed> Andrew Morales*

---

Name: Andrew Morales  
Title: Associate Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---



NATIONAL BANK OF CANADA

Per: *<signed> Gavin Virgo*

---

Name: Gavin Virgo  
Title: Vice President

Per: *<signed> David Torrey*

---

Name: David Torrey  
Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**WELLS FARGO BANK, N.A., Canadian Branch**

Per: *<signed> Jeff McInenly*

---

Name: Jeff McInenly

Title: Relationship Manager

Per: *<signed> Gord Morrison*

---

Name: Gord Morrison

Title: Senior Portfolio Manager

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**CANADIAN IMPERIAL BANK OF COMMERCE**

Per: *<signed> Sophia Soofi*

---

Name: Sophia Soofi

Title: Executive Director

Per: *<signed> Stephen Redding*

---

Name: Stephen Redding

Title: Managing Director

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**MIZUHO BANK, LTD.**

Per: *<signed> Carmen Angelescu*

\_\_\_\_\_  
Name: Carmen Angelescu

Title: Director

Per: \_\_\_\_\_

Name:

Title:

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**AUSTRALIAN LENDER**

**HSBC BANK AUSTRALIA LIMITED**

Signed for **HSBC BANK AUSTRALIA LIMITED** (ABN 48 006 434 162) by its duly appointed attorney under power of attorney in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

*<signed> Nadia Ladak*

\_\_\_\_\_  
Attorney Signature

Nadia Ladak

\_\_\_\_\_  
Print Name

[REDACTED]

Signature page to Second Amendment to  
Second Amended and Restated Credit Agreement - Colliers

---

**AMENDMENT NO. 1 AND WAIVER TO  
TRANSFER AND ADMINISTRATION AGREEMENT**

This Amendment No. 1 and Waiver to Transfer and Administration Agreement (this "*Amendment*") is entered into as of September 20, 2019 by and among COLLIERS RECEIVABLES FUNDING LLC, a Delaware limited liability company (the "*SPV*"), COLLIERS INTERNATIONAL USA, LLC, a Delaware limited liability company (the "*Initial Originator*"), COLLIERS INTERNATIONAL WA, LLC, a Delaware limited liability company (the "*Servicer*"), Colliers International Group Inc. ("*Colliers*"), the Committed Investors (as defined below) party hereto and MIZUHO BANK, LTD., a Japanese banking corporation, as agent under the Second Tier Agreement referred to below (in such capacity, together with its successors and assigns, the "*Agent*").

**RECITALS:**

WHEREAS, the parties hereto have entered into that certain Transfer and Administration Agreement, dated as of April 12, 2019, by and among the SPV, the Initial Originator, the Servicer, the committed investors party thereto (the "*Committed Investors*") and the Agent (as previously amended, supplemented or otherwise modified from time to time, the "*Second Tier Agreement*");

WHEREAS, the SPV has notified the Committed Investors and the Agent that it intends to add the following entities as Originating Subsidiaries (the "New Originating Subsidiaries"): Clarus Properties, Inc., a North Carolina corporation, and Continental Real Estate Companies Commercial Properties Corp., a Florida corporation;

WHEREAS, the SPV has notified the Committed Investors and the Agent that in anticipation of the addition of the New Originating Subsidiaries, all Obligors of the New Originators have been instructed to make payment to a Blocked Account and that in connection therewith, certain cash or cash proceeds of receivables owing to the New Originating Subsidiaries has been deposited in a Blocked Account prior to the date hereof (the "Specified Deposits");

WHEREAS, the SPV has requested that the Committed Investors and the Agent waive any Servicer Default, Termination Event or Potential Termination Event resulting solely on account of the Specified Deposits (the "Specified Waiver");

WHEREAS, the SPV has requested that the Committed Investors and the Agent agree to amend the Second Tier Agreement to make certain changes as provided herein; and

WHEREAS, subject to the terms and conditions set forth in this Amendment, the Committed Investors and the Agent are willing to amend the Second Tier Agreement and grant the Specified Waiver as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## AGREEMENT:

### SECTION 1. DEFINED TERMS.

Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Second Tier Agreement.

### SECTION 2. AMENDMENT.

Upon satisfaction of the condition set forth in Section 4 hereof, the Second Tier Agreement shall be amended as follows:

(a) The definition of "Originating Subsidiaries" is hereby amended and restated in its entirety as follows:

"Originating Subsidiaries" means (i) each of the entities listed on Schedule 1.1 and (ii) each other entity consented to in writing by the Agent for which the Agent receives a duly completed Originating Subsidiary Joinder Agreement in the form attached as Exhibit A to the Sale Agreement, dated as of April 12, 2019, between the Initial Originator and each entity from time to time party thereto as an originating subsidiary."

(b) Schedule 1.1 is hereby amended and restated in its entirety in the form attached hereto as Annex I.

### SECTION 3. WAIVER

Upon satisfaction of the conditions set forth in Section 4 hereof, the parties hereto hereby agree to the Specified Waiver.

### SECTION 4. CONDITION TO EFFECTIVENESS.

This Amendment shall become effective as of the date hereof upon the receipt by the Agent of a duly executed counterpart of this Amendment from the SPV, the Initial Originator, the Servicer, Colliers, the Committed Investors required to consent hereto and the Agent.

### SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

In order to induce parties hereto to enter into this Amendment, each of the SPV and the Servicer hereby represents and warrants that:

(a) The representations and warranties contained in Section 4.1 of the Second Tier Agreement are true and correct in all material respects (except those representations and warranties qualified by materiality or by reference to a material adverse effect, which are true and correct in all respects and except to the extent such representations and warranties are incorrect as a result of the occurrence of the Specified Deposits) as though made on and as of the date hereof and shall be deemed to have been made on the date hereof (unless such representations and warranties specifically refer to a previous day, in which case, they shall be complete and correct in all material respects (or, with respect to such representations or warranties qualified by materiality or by reference to a material adverse effect, complete and correct in all respects) on and as of such previous day); *provided that* no such representation, warranty, or certification hereunder shall be deemed to be incorrect or violated to the extent any affected Receivable is subject to a Deemed Collection and all required amounts with respect to which have been deposited into a Blocked Account or transferred to the Agent);

(b) no Termination Event or Potential Termination Event exists (except to the extent the occurrence of the Specified Deposits constitutes a Termination Event or Potential Termination Event) or, after giving effect to the amendments contained herein, will result from the execution of this Amendment; and

(c) this Amendment has been duly authorized by proper proceedings of the SPV, the Initial Originator, the Servicer and Colliers and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

#### SECTION 6. EFFECT ON THE SECOND TIER AGREEMENT AND OTHER LOAN DOCUMENTS.

This Amendment constitutes a Transaction Document for all purposes of, or in connection with, the Second Tier Agreement and the other Transaction Documents. Except as expressly set forth herein, all of the terms, conditions and covenants of the Second Tier Agreement and the other Transaction Documents shall remain unaltered and in full force and effect and shall be binding upon the SPV in all respects and are hereby ratified and confirmed. Upon this Amendment becoming effective as set forth in Section 4, each reference in the Second Tier Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import referring to the Second Tier Agreement, and each reference in the other Transaction Documents to the "Second Tier Agreement," "Transfer and Administration Agreement," "thereunder," "thereof" or words of like import referring to the Second Tier Agreement shall mean and be a reference to the Second Tier Agreement as modified by this Amendment.

#### SECTION 7. EXECUTION IN COUNTERPARTS.

This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery by facsimile of an executed signature page of this Amendment shall be effective as delivery of an executed counterpart hereof.



SECTION 8. HEADINGS.

Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

SECTION 9. ENTIRE AGREEMENT.

This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the subject matter hereof.

SECTION 10. SUCCESSORS AND ASSIGNS.

This Amendment shall be binding on and shall inure to the benefit of the SPV, the Initial Originator, the Servicer, Colliers, the Committed Investors, the Agent and their respective successors and permitted assigns under the Transaction Documents.

SECTION 11. MISCELLANEOUS.

The provisions contained in Section 11.14 (Governing Law, Submission to Jurisdiction, Appointment of Service Agent), Section 11.11 (No Bankruptcy Petition Against any Conduit Investor) and Section 11.12 (No Recourse), of the Second Tier Agreement are incorporated herein by this reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**COLLIERS RECEIVABLES FUNDING  
LLC, as the SPV**

By: <signed> Matthew Hawkins  
Name: Matthew Hawkins  
Title: Secretary

**COLLIERS INTERNATIONAL WA, LLC,  
as the Servicer**

By: <signed> Matthew Hawkins  
Name: Matthew Hawkins  
Title: Secretary

**COLLIERS INTERNATIONAL USA, LLC  
as the Initial Originator**

By: <signed> Matthew Hawkins  
Name: Matthew Hawkins  
Title: Secretary

**COLLIERS INTERNATIONAL GROUP INC.**

By: <signed> Matthew Hawkins  
Name: Matthew Hawkins  
Title: Vice President, Legal Counsel and Corporate Secretary

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

[Signature Page to Waiver and Amendment No. 1 to  
Transfer and Administration Agreement]

---

**MIZUHO BANK, LTD.,**

as Agent, as a Managing Agent and Committed Investor for the  
Mizuho Investor Group and as CF Agent

By: <signed> Tracy Rahn

Name: Tracy Rahn

Title: Authorized Signatory

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

[Signature Page to Waiver and Amendment No. 1 to  
Transfer and Administration Agreement]

---

Annex I

**SCHEDULE 1.1**

**ORIGINATING SUBSIDIARIES**

Advisors Asset Services California, Inc.  
CC PARTNERS, LLC  
Colliers International Real Estate Management Services (CA), Inc.  
COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC  
COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC  
Colliers Arnold, LLC  
Colliers Bennett & Kahnweiler LLC  
Colliers International Asset and Property Management Services LLC  
COLLIERS INTERNATIONAL AZ, LLC  
COLLIERS INTERNATIONAL CA, INC.  
Colliers International CT LLC  
COLLIERS INTERNATIONAL DC, LLC  
Colliers International Detroit, LLC  
COLLIERS INTERNATIONAL GREATER LOS ANGELES, INC.  
Colliers International Intermountain, LLC  
Colliers International LI Inc.  
COLLIERS INTERNATIONAL NEW ENGLAND, LLC  
COLLIERS INTERNATIONAL NJ LLC  
Colliers International North Texas, LLC  
Colliers International Northeast Florida, Inc.  
COLLIERS INTERNATIONAL NY LLC  
Colliers International OR, LLC  
COLLIERS INTERNATIONAL SAINT LOUIS, LLC  
COLLIERS NEVADA LLC  
COLLIERS NEVADA MANAGEMENT LLC  
Colliers Parrish Asset Management, Inc.  
Colliers Parrish International, Inc.  
Colliers Tri-State Management LLC  
Pittsburgh Commercial Real Estate, Inc.  
Pointe Group Advisors, LLC  
WILLIAMS CORPORATE REALTY SERVICES, LLC  
WILLIAMS PM, LLC  
Clarus Properties, Inc.  
Continental Real Estate Companies Commercial Properties Corp.

Annex I

---