SECURITIES AND EXCHANGE COMMISSION

FORM 6-K

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

Filing Date: **2024-12-09** | Period of Report: **2024-12-09** SEC Accession No. 0001171843-24-006826

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FILER

Colliers International Group Inc.

CIK:913353| IRS No.: 000000000 | State of Incorp.:A6 | Fiscal Year End: 1231

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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: December 2024 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 \square Form 40-F \square

Exhibit 99.1 of this Form 6-K shall be incorporated by reference as an exhibit to the registrant's registration statement on Form F-10 (File No. 333-277184).

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SIGNATURE

Date: December 9, 2024

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.

<u>/s/ Christian Mayer</u> Name: Christian Mayer

Title: Chief Financial Officer

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EXHIBIT INDEX

ExhibitDescription of Exhibit

- 99.1 Material change report dated November 29, 2024.
- 99.2 Fourth Amendment to sustainability linked third amended and restated credit agreement dated November 29, 2024

COLLIERS INTERNATIONAL GROUP INC. MATERIAL

CHANGE REPORT

(Form 51-102F3)

1. Name and Address of Company

Colliers International Group Inc. ("Colliers") 1140 Bay Street, Suite 4000

Toronto, Ontario M5S 2B4

2. Date of Material Changes

November 29, 2024

3. News Releases

A news release was disseminated on November 29, 2024 through GlobeNewswire.

4. Summary of Material Changes

On November 29, 2024, Colliers announced the expansion and extension of its unsecured multi-currency revolving credit facility.

5. Full Description of Material Changes

The news release annexed hereto as Schedule "A" provides a full description of the material change. A copy of the fourth amendment to the sustainability linked third amended and restated credit agreement entered into in connection with the material change has been filed on SEDAR at www.sedar.com.

6. Reliance on Subsection 7.1(2) of National Instrument 51-102

This report is not being filed on a confidential basis.

7. **Omitted Information**

No significant facts remain confidential in, and no information has been omitted from, this report.

8. Executive Officer

If further information is required, please contact Christian Mayer, Chief Financial Officer, at (416) 960-9500.

9. **Date of Report**

DATED at Toronto, Ontario this 9th day of December, 2024.



COMPANY CONTACT:

Christian Mayer Chief Financial Officer (416) 960-9500

Colliers expands credit facility to US\$2.25 billion

Extends term, enhances flexibility to continue funding global growth

TORONTO, Canada, November 29, 2024 – Colliers International Group Inc. (TSX and NASDAQ: CIGI) ("Colliers") today announced the expansion and extension of its unsecured multi-currency revolving credit facility (the "Credit Facility") for a new five-year term, maturing November 2029. The updated Credit Facility replaces the previous agreement which was set to mature in May 2027 and increases borrowing capacity to \$2.25 billion from \$1.75 billion. With this expansion, Colliers has over \$1 billion of capacity to invest in new growth initiatives. Financial covenants and other key terms remain unchanged.

The transaction was led by Bank of Montreal and was syndicated to 12 additional banks including JP Morgan Chase Bank, U.S. Bank, Mizuho Bank, Bank of America, HSBC Bank, Bank of Nova Scotia, Canadian Imperial Bank of Commerce, Toronto-Dominion Bank, Royal Bank of Canada, National Bank of Canada, Wells Fargo Bank and Desjardins. The Credit Facility ranks pari passu with Colliers' existing privately placed fixed rate senior notes maturing in 2028 and 2031.

"The expanded and extended Credit Facility enhances our capacity and flexibility to support Colliers' ongoing global growth, both organically and through acquisitions," said Christian Mayer, Chief Financial Officer. "We appreciate the continued support and confidence of our relationship banking group as we execute on our long-term growth strategy," he concluded.

About Colliers

Colliers (NASDAQ, TSX: CIGI) is a leading global diversified professional services company, specializing in commercial real estate services, engineering consultancy and investment management. With operations in 70 countries, our 22,000 enterprising professionals provide exceptional service and expert advice to clients. For nearly 30 years, our experienced leadership – with substantial inside ownership – has consistently delivered approximately 20% compound annual investment returns for shareholders. With annual revenues exceeding \$4.5 billion and \$99 billion of assets under management, Colliers maximizes the potential of property, infrastructure and real assets to accelerate the success of our clients, investors and people. Learn more at corporate.colliers.com, Twitter @Colliers or LinkedIn.

Forward-looking Statements

Certain information included in this news release is forward-looking, within the meaning of applicable securities laws. Much of this information can be identified by words such as "believe", "expects", "expected", "will", "intends", "projects", "anticipates", "estimates", "continues" or similar expressions suggesting future outcomes or events. Colliers believes the expectations reflected in such forward-looking statements are reasonable but no assurance can be given that these expectations will prove to be correct and such forward-looking statements should not be unduly relied upon.

Forward-looking statements are based on current information and expectations that involve a number of risks and uncertainties, which could cause actual results or events to differ materially from those anticipated. These risks include, but are not limited to, risks associated with: (i) general economic and business conditions, which will, among other things, impact demand for Colliers' services and the cost of providing services; (ii) the ability of Colliers to implement its business strategy, including Colliers' ability to identify and acquire

suitable acquisition candidates on acceptable terms and successfully integrate newly acquired businesses with its existing businesses; (iii) changes in or the failure to comply with government regulations; and (iv) such factors as are identified in the Annual Information Form of Colliers for the year ended December 31, 2023 under the heading "Risk Factors" (which factors are adopted herein and a copy of which can be obtained at www.sedarplus.ca). Forward looking statements contained in this news release are made as of the date hereof and are subject to change. All forward-looking statements in this news release are qualified by these cautionary statements. Except as required by applicable law, Colliers undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

FOURTH AMENDMENT TO SUSTAINABILITY LINKED THIRD AMENDED AND RESTATED CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO SUSTAINABILITY LINKED THIRD AMENDED AND RESTATED CREDIT AGREEMENT (the "Fourth Amendment") is executed by the parties hereto as of the 29th day of November, 2024.

AMONG: COLLIERS INTERNATIONAL GROUP INC., a corporation duly organized and existing under the laws of Ontario

(the "Canadian Borrower")

AND: COLLIERS MACAULAY NICOLLS INC., a corporation duly organized and existing under the laws of Ontario

("CMN")

AND: COLLIERS INTERNATIONAL HOLDINGS (USA), INC., a corporation duly organized and existing under the

laws of the State of Delaware (the "US Borrower")

AND: COLLIERS INVESTMENT MANAGEMENT HOLDINGS, INC., a corporation duly organized and existing under

the laws of the State of Delaware ("US Holdings")

AND: GLOBESTAR LIMITED, a company incorporated in England and Wales with company number 05159841

("Globestar")

AND: COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, a company incorporated in England and Wales

with company number 10053084 ("EMEA Holdings")

COÖPERATIE CMN NETHERLANDS HOLDCO U.A., a cooperative with excluded liability (coöperatie met

uitgesloten aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat (statutaire

zetel) in Eindhoven, the Netherlands and registered with the Dutch trade register under number 51267713 (the "Dutch

Borrower")

AND:

AND:

COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED ACN 008 178 238, a corporation duly

AND: incorporated and existing under the laws of Australia (the "Australian Borrower" and, together with the Canadian

Borrower, CMN, the US Borrower, US Holdings, Globestar, EMEA Holdings and the Dutch Borrower, 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, a "Lender")

AND: BMO CAPITAL MARKETS, as Sustainability Structuring Agent (the "Sustainability Structuring Agent")

AND: BANK OF MONTREAL, LONDON BRANCH, as European administration agent (the "European Agent")

AND: HSBC BANK AUSTRALIA LIMITED, as Australian administration agent (the "Australian Agent")

BANK OF MONTREAL, as the administration agent and as the Canadian administration agent (in its capacity as the

administration agent, the "Administration Agent", in its capacity as the Canadian administration agent, the "Canadian

Agent" and in its capacity as the U.S. administration agent, the "U.S. Agent").

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WHEREAS the Borrowers, the Guarantors, the Lenders, the Administration Agent, the Sustainability Structuring Agent, the Canadian Agent, the U.S. Agent, the European Agent, the Australian Agent (collectively, the "Agents"), BMO Capital Markets, as Sole Bookrunner, Co-Lead Arranger and Sustainability Structuring Agent, HSBC UK Bank plc, Mizuho Bank, Ltd., Canada Branch,

JPMorgan Chase Bank, N.A., Bank of America, N.A., Canada Branch, and U.S. Bank National Association, as Co-Lead Arrangers and Co-Syndication Agents, The Bank of Nova Scotia and Canadian Imperial Bank of Commerce, as Co-Documentation Agents, among others, have entered into a sustainability linked third amended and restated credit agreement dated May 27, 2022, as amended by the first amendment to sustainability linked third amended and restated credit agreement dated as of November 2, 2022, the second amendment to sustainability linked third amended and restated credit agreement dated as of April 28, 2023 and the third amendment to sustainability linked third amended and restated credit agreement dated as of June 26, 2024 (the "Existing Credit Agreement" and, as amended by this Fourth Amendment and as may be further amended, restated, amended and restated, supplemented, replaced and otherwise modified from time to time, the "Credit Agreement");

AND WHEREAS the Borrowers have requested (i) an aggregate U.S.\$500,000,000 increase in the Total Commitments, (ii) that the Final Maturity Date be extended by a period of five (5) years from the Amendment Effective Date (defined below) and (iii) certain amendments to the sustainability criteria, as set forth herein;

AND WHEREAS the Borrowers, the Agents and the Lenders have agreed to amend certain provisions of the Existing Credit Agreement (collectively, the "Amendments"), but only to the extent and subject to the provisions set forth in this Fourth 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 Fourth Amendment.

ARTICLE 2 – AMENDMENTS

- 2.1 With effect as of the Amendment Effective Date (defined below), the Existing Credit Agreement is hereby amended as follows:
 - (a) the grid appearing in the definition of "Applicable Sustainability Margin Adjustment" in Section 1.1 (Definitions) is hereby deleted in its entirety and the following substituted therefor:

| SPT Metric | Fiscal Year Ending | Level | Target | Adjustment to the fees, rates and margins in the pricing grid referred to in the definition of Applicable Margin (in bps) (excluding Commitment Fees) | Adjustment to the Commitment Fees (in bps) referred to in the definition of Applicable Margin |
|---|-----------------------|-------|--|---|---|
| GHG Emission Intensity (measured against Baseline GHG Emission Intensity) | December 31, 2022 | I | SBTi Submission | -2.0 | -0.4 |
| | | III | No SBTi Submission | 2.0 | 0.4 |
| | December 31, 2023 | Ι | If GHG Emission Intensity has decreased by 16.7% or more | -2.0 | -0.4 |
| | | II | If GHG Emission Intensity has decreased by less than 16.7% but 9.9% or more | -1.0 | -0.2 |
| | | III | If GHG Emission Intensity has decreased by less than 9.9% or increased by less than 5.0% | | No change |
| | | IV | If GHG Emission Intensity has increased by 5.0% or more but less than 8.4% | 1.0 | 0.2 |

| | V | If GHG Emission Intensity has increased by 8.4% or more | 2.0 | 0.4 |
|----------------------|-----|---|-----------|-----------|
| December 31, 2024 | I | If GHG Emission Intensity has decreased by 24.6% or more | -2.0 | -0.4 |
| | II | If GHG Emission Intensity has decreased by less than 24.6% but 14.6% or more | -1.0 | -0.2 |
| | III | If GHG Emission Intensity has decreased by less than 14.6% or increased by less than 0.0% | No change | No change |
| | IV | If GHG Emission Intensity has increased by 0.0% or more but less than 4.2% | 1.0 | 0.2 |
| | V | If GHG Emission Intensity has increased by 4.2% or more | 2.0 | 0.4 |
| December 31, 2025 | I | If GHG Emission Intensity has decreased by 32.2% or more | -3.0 | -0.6 |
| | II | If GHG Emission Intensity has decreased by less than 32.2% but 19.2% or more | -2.0 | -0.4 |
| | III | If GHG Emission Intensity has decreased by less than 19.2% but more than 5.0% | No change | No change |
| | IV | If GHG Emission Intensity has decreased by 5.0% or more but less than 0.0% | 2.0 | 0.4 |
| | V | If GHG Emission Intensity has increased by more than 0.0% | 3.0 | 0.6 |
| December 31, 2026 | I | If GHG Emission Intensity has decreased by 39.8% or more | -3.0 | -0.6 |
| | II | If GHG Emission Intensity has decreased by less than 39.8% but more than 23.7% | -2.0 | -0.4 |
| | III | If GHG Emission Intensity has decreased by less than 23.7% but 9.9% or more | No change | No change |
| | IV | If GHG Emission Intensity has decreased by less than 9.9% but more than 4.2% | 2.0 | 0.4 |
| | IV | If GHG Emission Intensity has decreased by 4.2% or less | 3.0 | 0.6 |

| Percentage of Women in Management Roles | December 31, 2022 | I | Percentage of Women in Management Roles is 33.2% or more | -2.0 | -0.4 |
|--|-------------------|-----|--|------|-----------|
| | | II | Percentage of Women in Management Roles is less than 33.2% but more than 30.4% | | No change |
| | | III | Percentage of Women in Management Roles is 30.4% or less | 2.0 | 0.4 |
| | December 31, 2023 | I | Percentage of Women in Management Roles is 34.1% or more | -2.0 | -0.4 |

| | | II | Percentage of Women in Management Roles is less than 34.1% but more than 31.4% | No change | No change |
|--|----------------------|-----|--|-----------|-----------|
| | | III | Percentage of Women in Management Roles is 31.4% or less | 2.0 | 0.4 |
| | December 31, 2024 | Ι | Percentage of Women in Management Roles is 34.9% or more | -2.0 | -0.4 |
| | | II | Percentage of Women in Management Roles is less than 34.9% but more than 32.4% | No change | No change |
| | | III | Percentage of Women in Management Roles is 32.4% or less | 2.0 | 0.4 |
| | December 31, 2025 | Ι | Percentage of Women in Management Roles is 35.8% or more | -2.0 | -0.4 |
| | | II | Percentage of Women in Management Roles is less than 35.8% but more than 33.4% | No change | No change |
| | | III | Percentage of Women in Management Roles is 33.4% or less | 2.0 | 0.4 |
| | December 31, 2026 | Ι | Percentage of Women in Management Roles is 36.6% or more | -2.0 | -0.4 |
| | | II | Percentage of Women in Management Roles is less than 36.6% but more than 34.4% | No change | No change |
| | | III | Percentage of Women in Management Roles is 34.4% or less | 2.0 | 0.4 |

| | December 31, 2022 | I | Percentage of WELL Certified Properties is 10% or more | -1.0 | -0.2 |
|---|----------------------|-----|--|------|-----------|
| | | II | Percentage of WELL Certified Properties is more than 0.0% but less than 10% | | No change |
| | | III | Percentage of WELL Certified Properties is 0.0% | 1.0 | 0.2 |
| Percentage of WELL- Certified Properties | December 31, 2023 | I | Percentage of WELL Certified Properties is 30% or more | -1.0 | -0.2 |
| | | II | Percentage of WELL Certified Properties is more than 15% but less than 30% | | No change |
| | | III | Percentage of WELL Certified Properties is 15% or less | 1.0 | 0.2 |
| | December 31, 2024 | I | Percentage of WELL Certified Properties is 75% or more | -1.0 | -0.2 |
| | | II | Percentage of WELL Certified Properties is more than 45% but less than 75% | | No change |

| III Percentage of WELL Certified Properties is 45% or less | 2 |
|--|---|
|--|---|

- the definition of "Australian Revolving Facility Commitment" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$75,000,000" appearing therein and substituting "U.S.\$100,000,000" therefor;
- the definition of "Borrowers" in Section 1.1 (Definitions) is hereby amended by (i) adding "U.S. Holdings," (c) immediately following the reference to "the U.S. Borrower" appearing therein, and (ii) adding "Globestar," immediately following the reference to "the UK Borrower" appearing therein;
- the definition of "Business Day" in Section 1.1 (Definitions) is hereby amended by (i) adding "or Montreal, Quebec" immediately following the reference to "Toronto" appearing in clause (a) therein; (ii) adding "and Montreal" immediately following the reference to "Toronto" appearing in clause (b) therein; (iii) adding ", Toronto, Ontario or Montreal Quebec" immediately following the reference to "London, England" appearing in clause (c) therein; and (iv) adding "or Montreal" immediately following the reference to "Toronto" appearing in clause (f) therein;

- the definition of "Canadian Revolving Facility Commitment" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$840,000,000" appearing therein and substituting "U.S.\$1,085,000,000" therefor;
- the definitions of "Canadian Swingline A Commitment" and "Canadian Swingline A Lender" in Section 1.1 (Definitions), and each reference to "Canadian Swingline A Commitment" and "Canadian Swingline A Lender", are hereby deleted in their entirety;
- the definition of "Colliers EMEA Revolving Facility Commitment" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$100,000,000" appearing therein and substituting "U.S.\$125,000,000" therefor;
- (h) Section 1.1 (Definitions) is hereby amended by adding the following new definitions thereto in the appropriate alphabetical order:
 - ""Declassification Event" means a failure by the Canadian Borrower and the Administration Agent (acting on the instructions of the Majority Lenders) to establish SPT Metrics in respect of GHG Emissions and Percentage of Women in Management Roles, or one or more Alternative SPT Metrics in accordance with Section 4.14(c), within 15 months after the last Applicable Sustainability Margin Adjustment; provided, that, the last day of effectiveness of the most recent Applicable Sustainability Margin Adjustment shall be the day that is 12 months after the most recent Sustainability Margin Adjustment Date.";
 - ""Englobe Properties" means, collectively, the properties municipally described as [REDACTED];
 - ""Globestar" means Globestar Limited, a company incorporated in England and Wales with company number 05159841.";
 - ""U.S. Holdings" means Colliers Investment Management Holdings, Inc., a corporation duly organized and existing under the laws of the State of Delaware.";
 - ""Register" has the meaning ascribed thereto in Section 13.18.";
- the definition of "Final Maturity Date" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "May 27, 2027" appearing therein and substituting "November 29, 2029" therefor;
- the definition of "Percentage of WELL Certified Properties" in Section 1.1 (Definitions) is hereby deleted in its entirety and the following substituted therefor:

""Percentage of WELL Certified Properties" means the total number of Sustainability Eligible Locations occupied by the Canadian Borrower and its Subsidiaries which have received a WELL Health-Safety Rating calculated at the end of the most recently completed Fiscal Year (provided that the Englobe Properties shall not be included in such calculation), the criteria of such rating are available at https://www.wellcertified.com/health-safety, divided by the total number of Sustainability Eligible Locations occupied by the Canadian Borrower and its Subsidiaries calculated at the end of the most recently completed Fiscal Year (provided that the Englobe Properties shall not be included in such calculation), as set out in the Sustainability Report and verified by the Sustainability Auditor on a limited assurance basis.",

<u>provided</u>, <u>that</u>, effective January 1, 2025, the definition of "Percentage of WELL Certified Properties", and each reference thereto appearing in the Credit Agreement, shall be automatically and without further action deleted in its entirety;

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- the definition of "Total Australian Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$75,000,000" appearing therein and substituting "U.S.\$100,000,000" therefor;
- the definition of "Total Canadian Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$875,000,000" appearing therein and substituting "U.S.\$1,100,000,000" therefor;
- the definition of "Total Colliers EMEA Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$100,000,000" appearing therein and substituting "U.S.\$125,000,000" therefor;
- the definition of "Total Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$1,750,000,000" appearing therein and substituting "U.S.\$2,250,000,000" therefor;
- the definition of "Total U.S. Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$625,000,000" appearing therein and substituting "U.S.\$825,000,000" therefor;
- the definition of "Total UK Commitments" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$75,000,000" appearing therein and substituting "U.S.\$100,000,000" therefor;
- the definition of "UK Revolving Facility Commitment" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$75,000,000" appearing therein and substituting "U.S.\$100,000,000" therefor;
- the definition of "U.S. Revolving Facility Commitment" in Section 1.1 (Definitions) is hereby amended by deleting the reference to "U.S.\$590,000,000" appearing therein and substituting "U.S.\$790,000,000" therefor;
- (s) Article 4 (Interest, Letter of Credit Fee and Commitment Fees) is hereby amended by adding the following new sections thereto:

"4.15 Declassification Event

- (a) On and at any time after the occurrence of the Declassification Event the Facilities will no longer be classified or re-classified as "sustainability-linked".
- (b) With effect on and from the Declassification Event:
 - (i) the definition of "Applicable Sustainability Margin Adjustment" and each other provision and definition of this Agreement related to this Agreement being "sustainability-linked", including, without limitation, Sections 4.14 and 9.6, shall cease to apply; and
 - (ii) no Applicable Sustainability Margin Adjustment will apply to any utilization of the Facilities.

4.16 Sustainability Publicity

The Canadian Borrower shall not, and shall ensure that no other Borrower or Guarantor or Subsidiary thereof will, make any disclosure that references the Facilities or any utilization thereof as "sustainability-linked" at any time on or after the Declassification Event."

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- (t) Section 5.3(a) (Conditions Precedent to Borrowings to Make Acquisitions) is hereby amended by deleting the reference to "Schedule "J" appearing therein and substituting "Schedule "I" therefor;
- (u) Section 8.2(h)(iv) (Positive Covenants) is hereby amended by adding the following to the end of such section:
 - ", provided, further that no Sustainability Certificate shall be required to be delivered after a Declassification Event";
- (v) Article 13 (The Agents) is hereby amended by adding a new section 13.18 thereto:
 - "13.18 Register. The Administration Agent, acting solely as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of and obligations (including principal and stated interest) owing to the applicable Lender. Without limitation of any other provision of this Agreement, no transfer of an interest in a Loan or Commitment hereunder shall be effective unless and until recorded in the Register. Notwithstanding anything to the contrary hereunder, the entries in the Register shall be conclusive absent manifest error and each Borrower, Guarantor and Lender shall treat each person whose name is recorded in the Register as a Lender hereunder for all purposes of a Loan Document notwithstanding any notice to the contrary. The Register shall be available for inspection by each Lender and Borrower at any reasonable time upon reasonable request therefor and from time to time upon reasonable prior notice."

Schedule "A" (List of Unrestricted Entities), Schedule "B" (Form of Repayment Notice), Schedule "C" (Form of

- Transfer Certificate), Schedule "D" (Form of Conversion Notice), Schedule "E" (Form of Drawdown Notice), Schedule "F" ([Reserved]), Schedule "G" (Form of Compliance Certificate), Schedule "I" (Form of Officer's Certificate Re: Acquisition Facility), Schedule "J" (Permitted Encumbrances), Schedule "K" (Form of [U.S.] [UK] [Colliers EMEA] [Australian] Promissory Note), Schedule "L" (Form of Sustainability Certificate) and Schedule "M" (Baseline Sustainability Levels) are hereby amended by (i) removing references therein to "Bank of Montreal, Chicago Branch,
- as U.S. Administration Agent" and substituting "Bank of Montreal, as U.S. Administration Agent" therefor, and (ii) where applicable in such Schedules, adding reference to "Colliers Investment Management Holdings, Inc.", as a U.S. Borrower and including a signature block for "Colliers Investment Management Holdings, Inc." where applicable;
- (x) Schedule "H-1" (Canadian Commitments) is hereby deleted and replaced with Schedule H-1 (Canadian Commitments) attached hereto as Exhibit A;
- (y) Schedule "H-2" (U.S. Commitments) is hereby deleted and replaced with Schedule H-2 (U.S. Commitments) attached hereto as Exhibit B;
- (z) Schedule "H-3" (UK Commitments) is hereby deleted and replaced with Schedule H-3 (UK Commitments) attached hereto as Exhibit C;
- (aa) Schedule "H-4" (EMEA Commitments) is hereby deleted and replaced with Schedule H-4 (EMEA Commitments) attached hereto as Exhibit D;
- (bb) Schedule "H-5" (Australian Commitments) is hereby deleted and replaced with Schedule H-5 (Australian Commitments) attached hereto as Exhibit E;
- (cc) Schedule "H-6" (Total Commitments) is hereby deleted and replaced with Schedule H-6 (Australian Commitments) attached hereto as Exhibit F.

ARTICLE 3 – FEES AND COSTS

3.1 All costs incurred by the Administration Agent in preparing this Fourth Amendment (including all legal fees incurred by the Administration Agent) shall be on the account of the Borrowers, and shall form part of the Obligations. The Borrowers hereby authorize the Administration Agent to debit any accounts it may have with the Administration Agent in an amount equal to such fees and costs.

ARTICLE 4 – CONDITIONS TO EFFECTIVENESS

- 4.1 This Fourth Amendment shall become effective upon the satisfaction of the following conditions precedent in form and substance satisfactory to the Administration Agent (the date and fulfillment of such conditions being herein referred to as the "Amendment Effective Date"):
 - delivery to the Administration Agent of a fully executed copy of this Fourth Amendment, dated the Amendment Effective Date, as executed by the Borrowers, the Guarantors, the Agents and the Lenders (with an original wetink counterpart signature page to be provided by Colliers International Germany Holding GmbH (the "German Guarantor") promptly following closing);
 - (b) Guarantor which is incorporated or otherwise formed in the jurisdiction of organization or formation of a Borrower, signed by an authorized officer or director of such Borrower or Guarantor, certifying and attaching (i) copies of its constitutive documents or confirming that they remain in full force and effect and have not been revoked, suspended, amended or modified since they were previously provided to the Administration Agent, (ii) resolutions authorizing the execution, delivery and performance of this Fourth Amendment, and (iii) incumbencies setting forth the signatures and titles of its authorized signatories certifying their authority to sign this Fourth Amendment and any documents contemplated hereby or provided in connection herewith;

delivery to the Administration Agent of a customary officer's or director's certificate of each Borrower and each

- delivery to the Administration Agent of a certificate of the Canadian Borrower, signed by an authorized officer of the Canadian Borrower, for and on behalf of the Guarantors (to the extent not already provided by the Guarantors pursuant to paragraph 4.1(b) above), confirming certain customary matters of fact;
- (d) delivery to the Administration Agent of certificates of good standing (to the extent such concept exists) in respect of each Borrower from the applicable Governmental Authority;
- (e) delivery to the Administration Agent of customary legal opinions in respect of each Borrower;
- the Administration Agent shall have received payment from the Borrowers of the fees as set forth in that certain fee letter dated November 12, 2024 between the Canadian Borrower and the Canadian Agent;
- the Borrowers shall have provided the documentation and other information reasonably requested in writing by the Administration Agent and the Lenders as they reasonably determine is required by regulatory authorities under applicable "know your customer", beneficial ownership and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), in each case at least three (3) Business Days prior to the Amendment Effective Date (or such shorter period as the Administration Agent shall otherwise agree); and

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(h) delivery to the Administration Agent such other documents and information which the Administration Agent or the Lenders may reasonably request.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES

- 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 Fourth Amendment. Each Borrower and each Guarantor has the corporate power and authority to execute and deliver this Fourth Amendment and to perform its obligations under the

Existing Credit Agreement, as amended by this Fourth 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 Fourth Amendment and the performance of the Credit Agreement. This Fourth Amendment has been duly executed and delivered by each Borrower and each Guarantor and this Fourth 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 Fourth 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 or constitution 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 Fourth Amendment or the Credit Agreement except for such as have been obtained.
- 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 Fourth Amendment that would constitute a Default or an Event of Default.
- 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 Fourth 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.

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(f) KYC, etc. All information provided by the Borrowers to the Administration Agent and the Lenders under applicable "know your customer", beneficial ownership and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), remains true, complete and accurate as of the Amendment Effective Date.

ARTICLE 6 – MISCELLANEOUS

(a) 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 Fourth Amendment by the parties hereto, (ii) agree that this Fourth 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 Fourth Amendment, (iii) agree that this Fourth 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. (b) The German Guarantor hereby confirms to the Administration Agent for the benefit of the Administration Agent and the Lenders that (i) the Guarantee (as defined in the credit guarantee agreement dated as of June 1, 2015, as amended and confirmed from time to time prior to the date hereof, the "German Guarantee") continues to exist, and (ii) the Guaranteed Obligations (as defined in the German Guarantee) shall include the Obligations (as defined in the Existing Credit Agreement, as amended by this Fourth Amendment) and for the avoidance

of doubt, the Guaranteed Obligations shall not include any Excluded Swap Obligation (as defined in the Existing Credit Agreement, as amended by this Fourth Amendment).

- Nothing contained in this Fourth Amendment or any other communication between the Administration 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 Fourth Amendment shall directly or indirectly in any way whatsoever either (i) impair, prejudice or otherwise adversely affect the Agents' 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 3 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 Agents 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 Fourth Amendment shall be construed to be a consent by any Agent or the Lenders to any Other Violations.
- 6.3 This Fourth Amendment will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreement or any of the documents delivered pursuant thereto but same shall remain in full force and effect save to the extent same are amended by the provisions of this Fourth Amendment.
- 6.4 All reasonable expenses of the Administration Agent in connection with this Fourth Amendment and the related documentation, including all reasonable legal fees and disbursements incurred by the Administration Agent, shall be for the account of the Borrowers.
- 6.5 This Fourth Amendment enurs to the benefit of and binds the parties and their respective successors and permitted assigns.

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- 6.6 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 Fourth Amendment.
- 6.7 This Fourth 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.
- 6.8 (a) Subject to Section 6.8(b) below, this Fourth Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) To the extent that Section 6.1(a) above relates to reaffirmations, agreements or confirmations in connection with Loan Documents governed by and construed in accordance with laws other than the laws of the Province of Ontario and the federal laws of Canada, the law governing those Loan Documents shall apply to the applicable reaffirmations, agreements or confirmations.

[Signature pages commence on the following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement to be executed as of the date first above written.

COLLIERS INTERNATIONAL GROUP INC., as a Canadian Borrower

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Vice President, Legal Counsel & Corporate

Secretary

I have the authority to bind the Corporation

COLLIERS MACAULAY NICOLLS INC., as a Canadian Borrower

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

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

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

COLLIERS INVESTMENT MANAGEMENT HOLDINGS, INC., as a U.S. Borrower

Per: *<Signed> Matthew Hawkins*

Name: Matthew Hawkins Title: Secretary/Treasurer

I have the authority to bind the Corporation

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COÖPERATIE CMN NETHERLANDS HOLDCO U.A., as Dutch Borrower

Per: <Signed> Davoud Amel-Azizpour

Name: Davoud Amel-Azizpour Title: Authorized Signatory

I have the authority to bind the Company

GLOBESTAR LIMITED, a company incorporated in England and Wales with registration number 05159841, 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, a company incorporated in England and Wales with registration number 10053084, 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 Fourth Amendment to Sustainability Linked Third 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 John Marasco Director/company secretary | <signed> Simon Martin Hunt Director</signed> |
|--|--|
| JOHN MARASCO | SIMON MARTIN HUNT |
| Name of director/company secretary | Name of director |
| (BLOCK LETTERS) | (BLOCK LETTERS) |

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

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 REMS US, LLC, as a Guarantor

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

COLLIERS INTERNATIONAL CA, INC., as a Guarantor

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS INTERNATIONAL GREATER LOS ANGELES, INC. as a Guarantor

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title:

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: Secretary

I have the authority to bind the Corporation

COLLIERS PARRISH INTERNATIONAL, INC., as a Guarantor

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins Title: Vice President/Secretary

I have the authority to bind the Corporation

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS INTERNATIONAL FLORIDA, LLC, as a Guarantor

Per: *Signed> Matthew Hawkins*

Name: Matthew Hawkins

Title: Secretary

I have the authority to bind the Corporation

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

Per: *<Signed> Matthew Hawkins*

Name: Matthew Hawkins Title: President/Secretary

I have the authority to bind the Corporation

Signature page to Fourth Amendment to
Sustainability Linked Third 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. Andrew Charles Watson

Signed Signed Jullia Batterley

Director/company secretary

Director

ANDREW CHARLES WATSON

JULIA BATTERLEY

Name of director/company secretary
(BLOCK LETTERS)

JULIA BATTERLET

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> John Marasco</signed> | <signed> Robert Joyes</signed> |
|------------------------------------|--------------------------------|
| Director/company secretary | Director |
| JOHN MARASCO | ROBERT JOYES |
| Name of director/company secretary | Name of director |
| (BLOCK LETTERS) | (BLOCK LETTERS) |

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS 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> Matthew Hawkins*

Name: Davoud Amel-Azizpour

Title: 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: Director

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 Company

COLLIERS INTERNATIONAL CONSULTANTS LIMITED, as a Guarantor

Per: <Signed> Matthew Hawkins

Name: Matthew Hawkins

Title: Director

I have the authority to bind the Company

Signature page to Fourth Amendment to Sustainability Linked Third 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, a limited liability partnership incorporated in England and Wales with registration number OC385143, as a Guarantor

Per: <Signed> Davoud Amel-Azizpour

Name: Davoud Amel-Azizpour

Title: Director

COLLIERS INTERNATIONAL PROPERTY CONSULTANTS LIMITED, a company incorporated in England and Wales with registration number 07996509, as a Guarantor

as a Guarantor

Per: *<Signed> Davoud Amel-Azizpour*

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Corporation

COLLIERS INTERNATIONAL EMEA FINCO PLC, a company incorporated in England and Wales with registration number 11313832, 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 Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

BANK OF MONTREAL, as Administration Agent, Canadian Administration Agent and U.S. Administration Agent

Per: <Signed> Sean P. Gallaway

Name: Sean P. Gallaway Title: Managing Director

Draw Requests, Conversion Requests, Repayment Notices

Bank of Montreal

250 Yonge Street, 11th Floor Toronto, Ontario M5B 2L7 Attention: Agency Services

Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

All Other Notices

BMO Capital Markets

100 King Street West, 5th Floor

Toronto, ON M5X 1H3

Attention: Corporate Banking

Email: [REDACTED]

BANK OF MONTREAL, LONDON BRANCH, as European Agent

Per: <Signed> Andrew Nelson

Name: Andrew Nelson

Per: <Signed> Scott Matthews

Name: Scott Matthews

Title: CFO

HSBC BANK AUSTRALIA LIMITED, as Australian Agent

Per: <Signed> Matthew Sargent

Name: Matthew Sargent

Title: Director

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: <Signed> Sophia Soofi

Name: Sophia Soofi

Title: Managing Director, Corporate Banking

Per: <Signed> Gian Guerrero

Name: Gian Guerrero

Title: Director, Corporate Banking

Address for Notice: [REDACTED]

Attn:

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

HSBC UK BANK PLC

Per: <Signed> Caroline Winter-Nolan

Name: Caroline Winter-Nolan Title: Senior Legal Counsel

Address for Notice: [REDACTED]

Tel.: [REDACTED]
Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

THE TORONTO-DOMINION BANK

Per: <Signed> Tim Thomas

Name: Tim Thomas Title: Managing Director

Per: <Signed> Aman Cheema

Name: Aman Cheema Title: Vice President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

JPMORGAN CHASE BANK, N.A., Toronto Branch

Per: <Signed> Jeffrey Coleman

Name: Jeffrey Coleman Title: Executive Director

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

BANK OF MONTREAL

Per: <Signed> Sean P. Gallaway

Name: Sean P. Gallaway

Title: Director

Address for Notice: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

ROYAL BANK OF CANADA

Per: <Signed> Scott Robinson

Name: Scott Robinson

Title: Vice President - CCG Finance

Per:

Name: Title:

Address for Notice: {REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

THE BANK OF NOVA SCOTIA

Per: *<Signed> Steve Holyman*

Name: Steve Holyman Title: Managing Director

Per: <Signed> Mitali Kakran

Name: Mitali Kakran Title: Associate

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: <Signed> Sanaa Khatri-Ahmed

Name: Sanaa Khatri-Ahmed Title: Senior Vice President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: < Signed > Jeff McInenly

Name: Jeff McInenly Title: Executive Director

Per: < Signed > Martin Danaj

Name: Martin Danaj Title: Executive Director

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: < Signed > Michelle Fiebig

Name: Michelle Fiebig Title: Managing Director

Per: *<Signed> David Torrey*

Name: David Torrey

Title: Managing Director & Head

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

U.S. BANK NATIONAL ASSOCIATION

Per: <Signed> Kenneth S. Wong

Name: Kenneth S. Wong Title: Senior Vice-President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

CANADIAN LENDERS CONT'D

WELLS FARGO BANK, N.A., Canadian Branch

Per: <Signed> Marc-Philippe Piche

Name: Marc Philippe Piche Title: Regional Vice President

Per:

Name: Title:

Address for Notice:

[REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

CANADIAN LENDERS CONT'D

MIZUHO BANK, LTD., CANADA BRANCH

Per: <Signed> James K.G. Campbell

Name: James K.G. Campbell

Title: Director

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS

THE TORONTO-DOMINION BANK, NEW YORK BRANCH

Per: <Signed> Manisha Sandhu

Name: Manisha Sandhu Title: Authorized Signatory

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

HSBC UK BANK PLC

Per: <Signed> Caroline Winter-Nolan

Name: Caroline Winter-Nolan Title: Senior Legal Counsel

Address for Notice: [REDACTED] Tel.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: <Signed> Sophia Soofi

Name: Sophia Soofi

Title: Managing Director, Corporate Banking

Per: <Signed> Gian Guerrero

Name: Gian Guerrero

Title: Director, Corporate Banking

Address for Notice: [REDACTED]

Attn:

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: <Signed> Ryan P. Viaclovsky

Name: Ryan P. Viaclovsky Title: Authorized Officer

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

BANK OF MONTREAL, Chicago Branch

Per: *Signed> Jonathan Sarmini*

Name: Jonathan Sarmini Title: Vice President

Address for Notice: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

ROYAL BANK OF CANADA

Per: <Signed> Scott Robinson

Name: Scott Robinson

Title: Vice President - CCG Finance

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

THE BANK OF NOVA SCOTIA

Per: <Signed> Steve Holyman

Name: Steve Holyman Title: Managing Director

Per: <Signed> Mitali Kakran

Name: Mitali Kakran Title: Associate

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: <Signed> Sanaa Khatri-Ahmed

Name: Sanaa Khatri-Ahmed Title: Senior Vice President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: < Signed > Jeff McInenly

Name: Jeff McInenly Title: Executive Director

Per: <Signed> Martin Danaj

Name: Martin Danaj Title: Executive Director

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: <Signed> Michelle Fiebig

Name: Michelle Fiebig Title: Managing Director

Per: <Signed> David Torrey

Name: David Torrey

Title: Managing Director & Head

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

U.S. BANK NATIONAL ASSOCIATION

Per: <Signed> Kenneth S. Wong

Name: Kenneth S. Wong Title: Senior Vice-President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

WELLS FARGO BANK, N.A., Canadian Branch

Per: <Signed> Marc Philippe Piche

Name: Marc Philippe Piche Title: Regional Vice President

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

U.S. LENDERS CONT'D

MIZUHO BANK, LTD., CANADA BRANCH

Per: <Signed> James K.G. Campbell

Name: James K.G. Campbell

Title: Director

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

UK LENDERS

THE TORONTO-DOMINION BANK, London Branch

Per: *<Signed> Philip Bates*

Name: Philip Bates

Title: MD European Corporate Banking

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: <Signed> Sophia Soofi

Name: Sophia Soofi

Title: Managing Director, Corporate Banking

Per: <Signed> Gian Guerrero

Name: Gian Guerrero

Title: Director, Corporate Banking

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: <Signed> Ryan P. Viaclovsky

Name: Ryan P. Viaclovsky Title: Authorized Officer

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: <Signed> Andrew Nelson

Name: Andrew Nelson

Title: Director

<Signed> Scott Matthews

Per: Name: Scott Matthews

Title: CFO

Address for Notice: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

HSBC UK BANK PLC

Per: <Signed> Caroline Winter- Nolan

Name: Caroline Winter-Nolan Title: Senior Legal Counsel

Address for Notice: [REDACTED]

Tel.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

ROYAL BANK OF CANADA

Per: <Signed> Scott Robinson

Name: Scott Robinson

Title: Vice President - CCG Finance

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

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Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

THE BANK OF NOVA SCOTIA

Per: <Signed> Steve Holyman

Name: Steve Holyman Title: Managing Director

Per: <Signed> Mitali Kakran

Name: Mitali Kakran Title: Associate

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: <Signed> Sanaa Khatri-Ahmed

Name: Sanaa Khatri-Ahmed Title: Senior Vice President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: <Signed> Michelle Fiebig

Name: Michelle Fiebig Title: Managing Director

Per: <Signed> David Torrey

Name: David Torrey

Title: Managing Director & Head

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

WELLS FARGO BANK, N.A., Canadian Branch

Per:

Signed> Marc Philippe Piche

Name: Marc Philippe Piche
Title: Regional Vice President

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

MIZUHO BANK, LTD., CANADA BRANCH

Per: <Signed> James K.G. Campbell

Name: James K.G. Campbell

Title: Director

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: Signed Jeff McInenly

Title: Executive Director

Per: <Signed> Martin Danaj

Name: Martin Danaj
Title: Executive Director

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

UK LENDERS CONT'D

U.S. BANK NATIONAL ASSOCIATION

Per: <Signed> Kenneth S. Wong

Name: Kenneth S. Wong Title: Senior Vice-President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS

THE TORONTO-DOMINION BANK, London Branch

Per: <Signed> Philip Bates

Name: Philip Bates

Title: MD European Corporate Banking

Per:

Name: Title:

[REDACTED]

Address for Notice:

Please Consider the Environment Before Printing This Document

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: <Signed> Ryan P. Viaclovsky

Name: Ryan P. Viaclovsky Title: Authorized Officer

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: <Signed> Andrew Nelson

Name: Andrew Nelson

Title: Director

<Signed> Scott Matthews

Per: Name: Scott Matthews

Title: CFO

Address for Notice: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

HSBC UK BANK PLC

Per: <Signed> Caroline Winter-Nolan

Name: Caroline Winter-Nolan Title: Senior Legal Counsel

Address for Notice: [REDACTED]

Tel.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

ROYAL BANK OF CANADA

Per: <Signed> Scott Robinson

Name: Scott Robinson

Title: Vice President - CCG Finance

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

THE BANK OF NOVA SCOTIA

Per: *<Signed> Steve Holyman*

Name: Steve Holyman Title: Managing Director

Per: <Signed> Mitali Kakran

Name: Mitali Kakran Title: Associate

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to
Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: <Signed> Sanaa Khatri-Ahmed

Name: Sanaa Khatri-Ahmed Title: Senior Vice President

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: <Signed> Michelle Fiebig

Name: Michelle Fiebig Title: Managing Director

Per: <Signed> David Torrey

Name: David Torrey

Title: Managing Director & Head

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

WELLS FARGO BANK, N.A., Canadian Branch

Per: <*Signed*> *Marc Philippe Piche*

Name: Marc Philippe Piche Title: Regional Vice President

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED] Email: [REDACTED]

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

COLLIERS EMEA LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: <Signed> Jeff McInenly

Name: Jeff McInenly Title: Executive Director

Per: <Signed> Martin Danaj

Name: Martin Danaj Title: Executive Director

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

COLLIERS EMEA LENDERS CONT'D

MIZUHO BANK, LTD., CANADA BRANCH

Per: <Signed> James K.G. Campbell

Name: James K.G. Campbell

Title: Director

Per:

Name: Title:

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

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COLLIERS EMEA LENDERS CONT'D

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: <Signed> Sophia Soofi

Name: Sophia Soofi

Title: Managing Director, Corporate Banking

Per: <Signed> Gian Guerrero

Name: Gian Guerrero

Title: Director, Corporate Banking

Address for Notice: [REDACTED]

Telecopier No.: [REDACTED]

Email: [REDACTED]

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COLLIERS EMEA LENDERS CONT'D

U.S. BANK NATIONAL ASSOCIATION

Per: <Signed> Kenneth S. Wong

Name: Kenneth S. Wong Title: Senior Vice-President

Address for Notice: [REDACTED]

Telecopier No.: ([REDACTED]

Email: [REDACTED]

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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: | <signed> Matthew Sargent</signed> |
| <signed> Raymond Cheng</signed> | Attorney Signature |
| Witness Signature | Matthew Sargent |
| Raymond Cheng | Print Name |
| Print Name | |
| | Address for Notice: |
| | [REDACTED] |
| | Tel.: [REDACTED] |
| | Email: [REDACTED] |

Signature page to Fourth Amendment to Sustainability Linked Third Amended and Restated Credit Agreement - Colliers

EXHIBIT A

SCHEDULE "H-1" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS A UK BORROWER, COÜPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL, LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

CANADIAN COMMITMENTS

| Canadian Facilities | | | | |
|---|------------|----------------------|---------------------|------------------------|
| | | Canadian Swingline B | Canadian Revolving | Total Canadian |
| Lenders | [Reserved] | Commitment | Facility Commitment | Commitment |
| Bank of Montreal | | [REDACTED] | [REDACTED] | [REDACTED] |
| JPMorgan Chase Bank, N.A., Toronto | | | [REDACTED] | [REDACTED] |
| Branch | | | | |
| Mizuho Bank, Ltd., Canada Branch | _ | | [REDACTED] | [REDACTED] |
| U.S. Bank National Association | | | [REDACTED] | [REDACTED] |
| Bank of America, N.A., Canada Branch | | | [REDACTED] | [REDACTED] |
| The Toronto-Dominion Bank | | | [REDACTED] | [REDACTED] |
| Royal Bank of Canada | | | [REDACTED] | [REDACTED] |
| Canadian Imperial Bank of Commerce | | | [REDACTED] | [REDACTED] |
| The Bank of Nova Scotia | | | [REDACTED] | [REDACTED] |
| National Bank of Canada | | | [REDACTED] | [REDACTED] |
| Wells Fargo Bank, N.A., Canadian Branch | | | [REDACTED] | [REDACTED] |
| Fédération des Caisses Desjardins du | | | [REDACTED] | [REDACTED] |
| Québec | | | | |
| HSBC UK Bank PLC | | | [REDACTED] | [REDACTED] |
| | | \$15,000,000.00 | \$1,085,000,000 | <u>\$1,100,000,000</u> |

EXHIBIT B

SCHEDULE "H-2" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, COÖPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL, LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

U.S. COMMITMENTS

| U.S. Facilities | | | | |
|---|-----------------|-----------------|----------------------|----------------------|
| | U.S. Swingline | Sweep to Loan | U.S. Revolving | Total U.S. |
| Lenders | Commitment | Commitment | Facility Commitment | Commitment |
| Bank of Montreal, Chicago Branch | | [REDACTED] | [REDACTED] | [REDACTED] |
| JPMorgan Chase Bank, N.A. | [REDACTED] | | [REDACTED] | [REDACTED] |
| Mizuho Bank, Ltd., Canada Branch | | | [REDACTED] | [REDACTED] |
| U.S. Bank National Association | | | [REDACTED] | [REDACTED] |
| Bank of America, N.A., Canada Branch | | | [REDACTED] | [REDACTED] |
| Canadian Imperial Bank of Commerce | | | [REDACTED] | [REDACTED] |
| The Bank of Nova Scotia | | | [REDACTED] | [REDACTED] |
| The Toronto-Dominion Bank, New York | | | [REDACTED] | [REDACTED] |
| Branch | | | | |
| Royal Bank of Canada | | | [REDACTED] | [REDACTED] |
| National Bank of Canada | | | [REDACTED] | [REDACTED] |
| Wells Fargo Bank, N.A., Canadian Branch | | | [REDACTED] | [REDACTED] |
| Fédération des Caisses Desjardins du Québec | | | [REDACTED] | [REDACTED] |
| HSBC UK Bank PLC | | | [REDACTED] | [REDACTED] |
| | \$20,000,000.00 | \$15,000,000.00 | <u>\$790,000,000</u> | <u>\$825,000,000</u> |

EXHIBIT C

SCHEDULE "H-3" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS A UK BORROWER, COÜPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL, LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

UK COMMITMENTS

| Lenders | UK Revolving Facility Commitment |
|---|----------------------------------|
| Bank of Montreal, London Branch | [REDACTED] |
| JPMorgan Chase Bank, N.A. | [REDACTED] |
| Mizuho Bank, Ltd., Canada Branch | [REDACTED] |
| U.S. Bank National Association | [REDACTED] |
| Bank of America N.A., Canada Branch | [REDACTED] |
| The Toronto-Dominion Bank, London Branch | [REDACTED] |
| Canadian Imperial Bank of Commerce | [REDACTED] |
| The Bank of Nova Scotia | [REDACTED] |
| Royal Bank of Canada | [REDACTED] |
| HSBC UK Bank PLC | [REDACTED] |
| National Bank of Canada | [REDACTED] |
| Wells Fargo Bank, N.A., Canadian Branch | [REDACTED] |
| Fédération des Caisses Desjardins du Québec | [REDACTED] |
| | \$100,000,000 |

EXHIBIT D

SCHEDULE "H-4" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS A UK BORROWER, COÜPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL, LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

COLLIERS EMEA COMMITMENTS

| Lenders | Colliers EMEA Revolving Facility |
|---|----------------------------------|
| | Commitment |
| Bank of Montreal, London Branch | [REDACTED] |
| JPMorgan Chase Bank, N.A. | [REDACTED] |
| Mizuho Bank, Ltd., Canada Branch | [REDACTED] |
| U.S. Bank National Association | [REDACTED] |
| Bank of America N.A., Canada Branch | [REDACTED] |
| The Bank of Nova Scotia | [REDACTED] |
| The Toronto-Dominion Bank, London Branch | [REDACTED] |
| Canadian Imperial Bank of Commerce | [REDACTED] |
| Royal Bank of Canada | [REDACTED] |
| National Bank of Canada | [REDACTED] |
| Wells Fargo Bank, N.A., Canadian Branch | [REDACTED] |
| HSBC UK Bank PLC | [REDACTED] |
| Fédération des Caisses Desjardins du Québec | [REDACTED] |
| | <u>\$125,000,000</u> |

EXHIBIT E

SCHEDULE "H-5" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, COÜPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL,

LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

AUSTRALIAN COMMITMENTS

| Australian Facilities | | | |
|-----------------------------|----------------------|----------------------|----------------------|
| Lenders | Australian Swingline | Australian Revolving | Total Australian |
| | Commitment | Facility Commitment | Commitment |
| HSBC Bank Australia Limited | | [REDACTED] | [REDACTED] |
| | <u>\$0</u> | <u>\$100,000,000</u> | <u>\$100,000,000</u> |

EXHIBIT F

SCHEDULE "H-6" TO THE THIRD AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MAY 27, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS A CANADIAN BORROWER, COLLIERS MACAULAY NICOLLS INC., AS A CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS A UK BORROWER, COÜPERATIE CMN NETHERLANDS HOLDCO U.A., AS DUTCH BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, BMO CAPITAL MARKETS, AS CO-LEAD ARRANGER, SOLE BOOKRUNNER AND SUSTAINABILITY STRUCTURING AGENT, BANK OF MONTREAL, AS ADMINISTRATION AGENT, CANADIAN ADMINISTRATION AGENT AND U.S. ADMINISTRATION AGENT, BANK OF MONTREAL, LONDON BRANCH, AS EUROPEAN ADMINISTRATION AGENT, AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

TOTAL COMMITMENTS

| All Facilities | | |
|---|----------------------------------|--|
| Lenders | Total Commitments All Facilities | |
| Bank of Montreal, Bank of Montreal, Chicago Branch and Bank of Montreal, London Branch | [REDACTED] | |
| JPMorgan Chase Bank, N.A., Toronto Branch and JPMorgan Chase Bank, N.A. | [REDACTED] | |
| Mizuho Bank, Ltd., Canada Branch | [REDACTED] | |
| U.S. Bank National Association | [REDACTED] | |
| Bank of America, N.A., Canada Branch | [REDACTED] | |
| HSBC UK Bank PLC and HSBC Bank Australia Limited | [REDACTED] | |
| Royal Bank of Canada | [REDACTED] | |
| The Toronto-Dominion Bank, The Toronto-Dominion, New York Branch and The Toronto-Dominion Bank, London Branch | [REDACTED] | |
| Canadian Imperial Bank of Commerce | [REDACTED] | |
| The Bank of Nova Scotia | [REDACTED] | |
| National Bank of Canada | [REDACTED] | |
| Wells Fargo Bank, N.A., Canadian Branch | [REDACTED] | |
| Fédération des Caisses Desjardins du Québec | [REDACTED] | |
| | <u>\$2,250,000,000</u> | |