

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

EXECUTED by the parties hereto as of 4th day of April, 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 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 first 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 1.1 of the Credit Agreement is hereby amended as follows:
 - (i) Article 1 (Definitions) is hereby amended by deleting the definition of “Canadian Swingline Commitment” and substituting the following therefor:

“**Canadian Swingline Commitment**” means the Commitment of the Canadian Swingline Lender to make Advances to the Canadian Borrower of up to U.S.\$20,000,000 which Commitment constitutes a sub-commitment of the Total Canadian Commitments of The Toronto-Dominion Bank; provided that the aggregate outstanding Borrowings under the Canadian Facilities shall not exceed the Total Canadian Commitments at any time.
 - (ii) Article 1 (Definitions) is hereby amended by deleting the definition of “EBITDA” and substituting the following therefor:

“**EBITDA**” means, for any Person for any period, Earnings of such Person, increased by the sum of: (a) Interest Charges; (b) Income Tax Expense; (c) Depreciation and Amortization Expenses; (d) the non-controlling interest share of Earnings as stated on any consolidated financial statements of any such Person; (e) the non-controlling interest redemption increment; (f) Acquisition Expenses; and (g) non-cash charges of equity compensations in the aggregate amount of \$10,000,000 in any Fiscal Year, in each case for such Person for such period.”;
 - (iii) Article 1 (Definitions) is hereby amended by deleting the definition of “Final Maturity Date” and substituting the following therefor:

“**Final Maturity Date**” means April 30, 2024.”;
 - (iv) Article 1 (Definitions) is hereby amended by adding the following sentence to the end of the definition of “Guarantors”:

“Notwithstanding anything to the contrary contained herein, no Receivables Entity shall be required to be a Guarantor.”;
 - (v) Article 1 (Definitions) is hereby amended by adding a new Section (n) to the definition of “Permitted Encumbrances” (with appropriate grammatical and punctuational changes as may be required to accommodate the addition of such Section):

“(n) liens on Receivables Facility Assets.”;

- (vi) Article 1 (Definitions) is hereby amended by adding each of the following definitions in alphabetical order:

“**Receivables**” means any amounts owing to any Borrower or any Subsidiary thereof in connection with the provision of services (or the sale of goods) by such Borrower or Subsidiary.”;

“**Receivables Entity**” means a special-purpose wholly owned Subsidiary or other entity which is established for the purposes of and engages in no activities other than the transactions contemplated by a Receivables Transaction and activities reasonably related thereto.”;

“**Receivables Facility Assets**” means Receivables subject to any Receivables Transaction, collection accounts, lockboxes and other accounts where amounts may be collected in respect of Receivables subject to any Receivables Transaction, amounts collected in respect of Receivables subject to any Receivables Transaction, and other assets related to any such Receivables.”;

“**Receivables Transaction**” means any transaction involving any Borrower and/or any Subsidiary thereof, and any Receivables Entity providing for sales, transfers, conveyances and/or pledges of Receivables Facility Assets that does not provide for recourse against any Borrower or any Subsidiary thereof (other than any Receivables Entity), other than representations, warranties, covenants and indemnities which are reasonably customary in structured finance transactions.”;

- (vii) Article 1 (Definitions) is hereby amended by deleting the definition of “U.S. Swingline Commitment” and substituting the following therefor:

“**U.S. Swingline Commitment**” means the Commitment of the U.S. Swingline Lender to make Advances to the U.S. Borrower of up to U.S.\$20,000,000 which Commitment constitutes a sub-commitment of the Total U.S. Commitments of U.S.\$255,000,000; provided that the aggregate outstanding Borrowings under the U.S. Facilities shall not exceed the Total U.S. Commitments at any time.”;

- (b) Section 8.2(l) of the Credit Agreement is hereby amended by amending and restating it in its entirety to read as follows:

“(l) prior to making an investment in a business (other than Unrestricted Entities) (whether or not the investment is intended to be financed by way of Borrowings under the Facilities) it shall provide the Canadian Agent with a “snapshot” summary description of such investment in form and substance satisfactory to the Canadian Agent and shall include in such summary description confirmation that such entity is an Eligible Business; provided, however, that such “snapshot” summary shall not be required in connection with any such investments equalling less than U.S.\$15,000,000; provided, further, that no such investment shall be made in an entity that is not an Eligible Business.”;

- (c) Section 8.3(a) of the Credit Agreement is hereby amended by adding a new Section 8.3(a)(vi) (with appropriate grammatical and punctuational changes as may be required to accommodate the addition of such Section):

“(vi) dispositions of Receivables Facility Assets in connection with any Receivables Transaction permitted under Section 8.3(b)(xii).”;

- (d) Section 8.3(b)(vi) of the Credit Agreement is hereby amended by amending and restating it in its entirety to read as follows:
- “(vi) unsecured guarantees to a maximum aggregate contingent amount of U.S.\$100,000,000 (provided that unsecured guarantees of earn-outs relating to the acquisition of Eligible Businesses shall be permitted without the overall aggregate dollar amount restriction) at any one time provided by the Canadian Borrower or a Guarantor;”;
- (e) Section 8.3(b) of the Credit Agreement is hereby amended by adding a new Section 8.3(b)(xii) (with appropriate grammatical and punctuational changes as may be required to accommodate the addition of such Section):
- “(xii) indebtedness or other obligations of a Receivables Entity arising under any Receivables Transaction so long as the principal amount of such indebtedness obligations (or the principal amount of such other obligations) owing by Receivables Entities to third parties do not in the aggregate exceed U.S.\$200,000,000 at any one time outstanding.”;
- (f) Section 8.3(d)(i) of the Credit Agreement is hereby amended by adding a new Section 8.3(d)(i)(H) (with appropriate grammatical and punctuational changes as may be required to accommodate the addition of such Section):
- “(H) dividends or other distributions by any Receivables Entity to the holders of equity interests therein (so long as such holders are either a Borrower or a wholly owned Subsidiary of a Borrower).”
- (g) Section 8.3(f)(iii) of the Credit Agreement is hereby amended by amending and restating it in its entirety to read as follows:
- “(iii) establish, incorporate, otherwise form, charter or create any new Subsidiary other than (a) in connection with the acquisition of an Eligible Business, (b) in connection with a Receivables Transaction or (c) in the ordinary course of business;”;
- (h) Section 8.3(g) of the Credit Agreement is hereby amended by adding the following to the end of Section 8.3(g)(vi):
- “, however for certainty, Specified Terms shall not extend to scheduled maturity dates of Permitted Unsecured Loans”;
- (i) Schedule “H-1” (Canadian Commitments) to the Credit Agreement is hereby amended by deleting same in its entirety and substituting, therefor, Schedule “H-1” annexed as Exhibit “A” to this Amendment.
- (j) Schedule “H-2” (U.S. Commitments) to the Credit Agreement is hereby amended by deleting same in its entirety and substituting, therefor, Schedule “H-2” annexed as Exhibit “B” to this Amendment.
- (k) Schedule “H-3” (UK Commitments) to the Credit Agreement is hereby amended by deleting same in its entirety and substituting, therefor, Schedule “H-3” annexed as Exhibit “C” to this Amendment.
- (l) Schedule “H-4” (Colliers EMEA Commitments) to the Credit Agreement is hereby amended by deleting same in its entirety and substituting, therefor, Schedule “H-4” annexed as Exhibit “D” to this Amendment.

- (m) Schedule "H-6" (Total Commitments) to the Credit Agreement is hereby amended by deleting same in its entirety and substituting, therefor, Schedule "H-6" annexed as Exhibit "E" to this Amendment.

ARTICLE 3 – ACKNOWLEDGMENTS

3.1 It is acknowledged and agreed that:

- (a) subject to Section 3.1(b) of this Amendment, no adjustments will be made to Advances by way of Libor Loans or Bankers' Acceptances that are outstanding as of the date of this Amendment to reflect the revised Commitments of the Lenders that result from this Amendment; and
- (b) if and to the extent that any Advance by way of a Libor Loan or a Bankers' Acceptance that is outstanding as of the date of this Amendment is subsequently rolled over as a new Advance by way of a Libor Loan or a Bankers' Acceptance or converted to another form of Advance, each applicable Lender shall fund such new Libor Loan or Bankers' Acceptances or other form of Advance, as applicable, based on such Lender's revised Commitment percentage that results from this Amendment.

ARTICLE 4 – CONDITIONS TO EFFECTIVENESS

4.1 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;
- (b) subject to Article 5 hereof, delivery to the Collateral Agent of a certificate of each Borrower and Guarantor signed by an authorized officer of such Borrower or Guarantor, in form and substance, and on terms and conditions, satisfactory to the Collateral Agent and confirming certain matters of fact, to which are attached true and complete copies of its constitutive documents, certificate of incumbency and resolutions, to the extent such constitutive documents have been amended since last delivered to the Collateral Agent (an **Officer's Certificate**);
- (c) customary legal written opinions of counsel to the Borrowers and Guarantors;
- (d) delivery by each Borrower and Guarantor to the Collateral Agent of a certificate of status or good standing (or other equivalent) for the jurisdiction of incorporation of such Borrower, where applicable;
- (e) in consideration of the Agents and the Lenders entering into this Amendment, the Borrowers hereby agree to pay to the Collateral Agent, for the benefit of the Lenders, an amendment fee equal to (A) [REDACTED] basis points per annum on each Lender's existing Commitment, and (B) [REDACTED] basis points on any increase to a Lender's existing Commitment; which fee shall be non-refundable and fully earned and paid upon the execution of this Amendment and which fee may be charged as a Borrowing and be added to and form part of the Revolving Facilities; and
- (f) 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 5 – CONDITIONS SUBSEQUENT

5.1 The obligation of the Lenders to continue to make Loans (or otherwise extend credit under the Credit Agreement) is subject to the fulfillment, on or before the date applicable thereto, of the following conditions subsequent, the failure by the Borrowers or the Guarantors to so perform or cause to be performed such conditions subsequent as and when required by the terms thereof (unless such date is extended, in writing, by the Collateral Agent, which the Collateral Agent may do without obtaining the consent of the other Lenders), shall constitute an Event of Default:

- (a) customary legal written opinions of counsel to the Borrowers and Guarantors, as the case may be, and Officer's Certificates applicable thereto, in the jurisdictions of Australia, New Zealand, Germany, Cyprus, British Virgin Islands, Hong Kong, England and Wales and Finland within sixty (60) days of the Amendment Effective Date, excluding Officer's Certificates and local opinions from counsel in Luxembourg and the People's Republic of China, which for certainty shall not be required to be delivered in connection with this Amendment.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES

6.1 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 7 – MISCELLANEOUS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

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

7.6 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.

7.7 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.

7.8 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

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

ROBERT WALL

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

(Signed) John Kenny

.....
Director

JOHN KENNY

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

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

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 INVESTMENT MANAGEMENT HOLDINGS, INC., 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 PARRISH INTERNATIONAL, INC., as
a Guarantor**

Per: (Signed) Matthew Hawkins

Name: Matthew Hawkins

Title: Vice President; Assistant Secretary

I have the authority to bind the Corporation

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)

.....
Director

.....
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)

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

**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

COLLIERS INTERNATIONAL EMEA FINCO PLC

Per: (Signed) Davoud Amel-Azizpour

Name: Davoud Amel-Azizpour

Title: Director

I have the authority to bind the Corporation

**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

**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 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

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

Per: (Signed) Andi Zeneli

Name: Andi Zeneli

Title: Vice President, Loan Syndications

**Draw Requests, Conversion Requests,
Repayment Notices**

The Toronto-Dominion Bank
Ernst & Young Tower
222 Bay Street West, 15th Floor
Toronto, Ontario M5K 1A2
Loan Syndications - Agency
(416) 982-5535
tdsagencyadmin@tdsecurities.com

All Other Notices

The Toronto-Dominion Bank
TD Bank Tower, 9th Floor
66 Wellington St. W.
Toronto, Ontario M5K 1A2
Attention: Vice President, Loan Syndications-
Agency
Facsimile: (416) 944-6976

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

Per: (Signed) Alice Mare

Name: Alice Mare

Title: Authorized Signatory

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

Per: (Signed) Philip Bates

Name: Philip Bates

Title: MD, European Credit Origination

For and on behalf of HSBC BANK AUSTRALIA LIMITED, as Australian Agent, by its duly authorised attorney pursuant to a power of attorney in the presence of

Per: (Signed) Robert Agati

Name: Robert Agati

Title: Company Secretary

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

Address for Notice:

TD Bank Tower

66 Wellington St. West, 9th Floor

Toronto, Ontario M5K 1A2

Attn: Tim Thomas

Telecopier No.: (416) 308-4481

Email: tim.thomas@tdsecurities.com

CANADIAN LENDERS CONT'D

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

Per: (Signed) Jeffrey Coleman

Name: Jeffrey Coleman

Title: Executive Director

Address for Notice:

66 Wellington St. West

Suite 4500

Toronto, Ontario M5K 1E7

Attn: Jeffrey Coleman

Telecopier No.:(416) 981-9278

Email: jeffrey.s.coleman@jpmorgan.com

CANADIAN LENDERS CONT'D

BANK OF MONTREAL

Per: (Signed) Sean P. Gallaway

Name: Sean P. Gallaway

Title:

Address for Notice:

100 King Street West, 4th Floor

Toronto, Ontario M5X 1H3

Attn: Sean P. Gallaway

Telecopier No.: (416) 359-7796

Email: sean.gallaway@bmo.com

CANADIAN LENDERS CONT'D

HSBC BANK CANADA

Per: (Signed) Jesse Macmasters

Name: Jesse Macmasters

Title: Head of Large Corporate - Ontario

Per: (Signed) Andrew Sclater

Name: Andrew Sclater

Title: Director – Large Corporate Banking

Address for Notice:

70 York Street, 4th Floor

Toronto, Ontario M5J 1S9

Attn:

Telecopier No.: (416) 350-1248

Email:

CANADIAN LENDERS CONT'D

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

Address for Notice:

40 King St. W., 62nd Floor

Toronto, Ontario, M5W 2X6

Attn: Steve Holyman

Telecopier No.: (416) 866-2010

Email: steve.holyman@scotiabank.com

CANADIAN LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: (Signed) Julie Griffin

Name: Julie Griffin

Title: Senior Vice President

Address for Notice:

181 Bay Street

Toronto, Ontario M5J 2V8

Attn: Julie Griffin

Telecopier No.: (416) 369-8148

Email: julie_griffin@baml.com

CANADIAN LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: (Signed) Emma Johnson

Name: Emma Johnson

Title: Executive Director

Per: (Signed) Kevin Charko

Name: Kevin Charko

Title: Executive Director

Address for Notice:

161 Bay Street, Floor 8

Toronto, Ontario M5J 2S8

Attn: Stephen Redding

Telecopier No.: (416) 956-3810

Email: stephen.redding@cibc.com

CANADIAN LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: (Signed) Gavin Virgo

Name: Gavin Virgo

Title: Vice President

Per: (Signed) David Torrey

Name: David Torrey

Title: Managing Director

Address for Notice:

The Exchange Tower

130 King Street West, Suite 3100

Toronto, Ontario M5X 1J9

Attn: Gavin Virgo / David Torrey

Telecopier No.: (416) 869-6545

Email: gavin.virgo@nbc.ca / david.torrey@nbc.ca

CANADIAN LENDERS CONT'D

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

Per: (Signed) James F. Cooper

Name: James F. Cooper

Title: Sr. V/President Officer

Address for Notice:

Suite 2300, 120 Adelaide Street West

Toronto, Ontario M5H 1T1

Attn: John P. Rebob

Telecopier No.: (416) 306-3545

and

4747 Executive Drive

La Jolla, CA 92121

Attn: James Cooper / Patrick Villani

Email: james.cooper@usbank.com /

patrick.villani@usbank.com /

john.rebob@usbank.com

CANADIAN LENDERS CONT'D

WELLS FARGO BANK, N.A., Canadian Branch

Per: (Signed) Jeff McInenly

Name: Jeff McInenly

Title: Director

Per: _____

Name:

Title:

Address for Notice:

22 Adelaide Street West, 22nd Floor

Toronto, Ontario M5H 4E3

Attn: Jeff McInenly

Telecopier No.: (416) 607-2905

Email: jeff.mcinenly@wellsfargo.com

CANADIAN LENDERS CONT'D

MIZUHO BANK, LTD.

Per: (Signed) Brad Crilly

Name: Brad Crilly

Title: Managing Director

Per: _____

Name:

Title:

Address for Notice:

100 Yonge Street, Suite 1102

Toronto, Ontario M5C 2W1

Attn: Ambar Bansal

Telecopier No.:

Email: ambar.bansal@mizuhocbus.com

U.S. LENDERS

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

Per: (Signed) Alice Mare

Name: Alice Mare

Title: Authorized Signatory

Per: _____

Name:

Title:

Address for Notice:

TD Bank North Tower

222 Bay St. 15th Floor

Toronto, Ontario M5K 1A2

Attn: Agency Administration

Telecopier No.: (416) 982-5535

Email: TDSAgencyAdmin@tdsecurities.com

U.S. LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: (Signed) Lisa Whatley

Name: Lisa Whatley

Title: Managing Director

Address for Notice:

10 South Dearborn, Floor 09

Chicago, IL, 60603-2300

Attn.: Lisa Whatley

Telecopier No.: (312) 212-5905

Email: lisa.a.whatley@jpmorgan.com

U.S. LENDERS CONT'D

BANK OF MONTREAL, Chicago Branch

Per: (Signed) Brian L. Banke

Name: Brian L. Banke

Title: Managing Director

Address for Notice:

100 King Street West, 4th Floor

Toronto, Ontario M5X 1H3

Attn: Sean P. Gallaway

Telecopier No.: (416) 359-7796

Email: sean.gallaway@bmo.com

U.S. LENDERS CONT'D

HSBC BANK CANADA

Per: (Signed) Jesse Macmasters

Name: Jesse Macmasters

Title: Head of Large Corporate - Ontario

Per: (Signed) Andrew Sclater

Name: Andrew Sclater

Title: Director – Large Corporate Banking

Address for Notice:

70 York Street, 4th Floor

Toronto, Ontario M5J 1S9

Attn:

Telecopier No.: (416) 350-1248

Email:

U.S. LENDERS CONT'D

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

Address for Notice:

40 King St. W., 62nd Floor

Toronto, Ontario, M5W 2X6

Attn: Steve Holyman

Telecopier No.: (416) 866-2010

Email: steve.holyman@scotiabank.com

U.S. LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: (Signed) Julie Griffin

Name: Julie Griffin

Title: Senior Vice President

Address for Notice:

181 Bay Street

Toronto, Ontario M5J 2V8

Attn: Julie Griffin

Telecopier No.: (416) 369-8148

Email: julie_griffin@baml.com

U.S. LENDERS CONT'D

CANADIAN IMPERIAL BANK OF COMMERCE

Per: (Signed) Emma Johnson

Name: Emma Johnson

Title: Executive Director

Per: (Signed) Kevin Charko

Name: Kevin Charko

Title: Executive Director

Address for Notice:

161 Bay Street, Floor 8

Toronto, Ontario M5J 2S8

Attn: Stephen Redding

Telecopier No.: (416) 956-3810

Email: stephen.redding@cibc.com

U.S. LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: (Signed) Gavin Virgo

Name: Gavin Virgo

Title: Vice President

Per: (Signed) David Torrey

Name: David Torrey

Title: Managing Director

Address for Notice:

The Exchange Tower

130 King Street West, Suite 3100

Toronto, Ontario M5X 1J9

Attn: Gavin Virgo / David Torrey

Telecopier No.: (416) 869-6545

Email: gavin.virgo@nbc.ca / david.torrey@nbc.ca

U.S. LENDERS CONT'D

U.S. BANK NATIONAL ASSOCIATION

Per: (Signed) James F. Cooper

Name: James Cooper

Title: Senior Portfolio Manager

Address for Notice:

4747 Executive Drive

La Jolla, CA 92121

Attn: James Cooper / Patrick Villani

Telecopier No.:

Email: james.cooper@usbank.com /

patrick.villani@usbank.com

U.S. LENDERS CONT'D

WELLS FARGO BANK, N.A., CANADA BRANCH

Per: (Signed) Jeff McInenly

Name: Jeff McInenly

Title: Director

Per: _____

Name:

Title:

Address for Notice:

22 Adelaide Street West, 22nd Floor

Toronto, Ontario M5H 4E3

Attn: Jeff McInenly

Telecopier No.: (416) 607-2905

Email: jeff.mcinenly@wellsfargo.com

US LENDERS CONT'D

MIZUHO BANK, LTD.

Per: (Signed) Brad Crilly

Name: Brad Crilly

Title: Managing Director

Per: _____

Name:

Title:

Address for Notice:

100 Yonge Street, Suite 1102

Toronto, Ontario M5C 2W1

Attn: Ambar Bansal

Telecopier No.:

Email: ambar.bansal@mizuhocbus.com

UK LENDERS

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

Per: (Signed) Paul Needs

Name: Paul Needs

Title: Director, Global Counterparty Credit

Per: (Signed) Andrew Williams

Name: Andrew Williams

Title: Director

Address for Notice:
60 Threadneedle Street
London, United Kingdom
EC2R 8AP

Attn:

Telecopier No.:

Email:

UK LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: (Signed) Lisa Whatley

Name: Lisa Whatley

Title: Managing Director

Address for Notice:

10 South Dearborn, Floor 09

Chicago, IL, 60603-2300

Attn.: Lisa Whatley

Telecopier No.: (312) 212-5905

Email: lisa.a.whatley@jpmorgan.com

UK LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: (Signed) Tom Woolgar

Name: Tom Woolgar

Title: MD

Per: (Signed) Scott Matthews

Name: Scott Matthews

Title: MD

Address for Notice:

100 King Street West, 4th Floor

Toronto, Ontario M5X 1H3

Attn: Sean P. Gallaway

Telecopier No.: (416) 359-7796

Email: sean.gallaway@bmo.com

UK LENDERS CONT'D

HSBC BANK PLC

Per: (Signed) Nisha Vara

Name: Nisha Vara

Title: Relationship Manager, International
Subsidiary Banking

Per: (Signed) Michael Jones

Name: Michael Jones

Title: Deputy Head, International Subsidiary
Banking

Address for Notice:

6th Floor

71 Queen Victoria Street

London, EC4V 4AY

Attn: Adam Mahmoud

Telecopier No.: + 4403455 877409

Email: adam.mahmoud@hsbc.com

UK LENDERS CONT'D

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

Address for Notice:

40 King St. W., 62nd Floor

Toronto, Ontario, M5W 2X6

Attn: Steve Holyman

Telecopier No.: (416) 866-2010

Email: steve.holyman@scotiabank.com

UK LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: (Signed) Julie Griffin

Name: Julie Griffin

Title: Senior Vice President

Address for Notice:

181 Bay Street

Toronto, Ontario M5J 2V8

Attn: Julie Griffin

Telecopier No.: (416) 369 8148

Email: julie_griffin@baml.com

UK LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: (Signed) Gavin Virgo

Name: Gavin Virgo

Title: Vice President

Per: (Signed) David Torrey

Name: David Torrey

Title: Managing Director

Address for Notice:

The Exchange Tower

130 King Street West, Suite 3100

Toronto, Ontario M5X 1J9

Attn: Gavin Virgo / David Torrey

Telecopier No.: (416) 869-6545

Email: gavin.virgo@nbc.ca / david.torrey@nbc.ca

UK LENDERS CONT'D

**WELLS FARGO BANK, N.A., CANADIAN
BRANCH**

Per: (Signed) Jeff McInenly

Name: Jeff McInenly

Title: Director

Per: _____

Name:

Title:

Address for Notice:

22 Adelaide Street West, 22nd Floor

Toronto, Ontario M5H 4E3

Attn: Jeff McInenly

Telecopier No.: (416) 607-2905

Email: jeff.mcinenly@wellsfargo.com

UK LENDERS CONT'D

MIZUHO BANK, LTD.

Per: (Signed) Brad Crilly

Name: Brad Crilly

Title: Managing Director

Per: _____

Name:

Title:

Address for Notice:

100 Yonge Street, Suite 1102

Toronto, Ontario M5C 2W1

Attn: Ambar Bansal

Telecopier No.:

Email: ambar.bansal@mizuhocbus.com

UK LENDERS CONT'D

**CANADIAN IMPERIAL BANK OF COMMERCE,
LONDON BRANCH**

Per: (Signed) Paul Weidemann

Name: Paul Weidemann

Title: Executive Director

Per: (Signed) Roger Harvey

Name: Roger Harvey

Title: Managing Director

Address for Notice:

150 Cheapside

London EC2V 6ET

United Kingdom

Attn: Paul Weidemann

Telecopier No.: +44 207 234 6085

Email: Paul.Weidemann@cibc.co.uk

COLLIERS EMEA LENDERS

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

Per: (Signed) Paul Needs

Name: Paul Needs

Title: Director, Global Counterparty Credit

Per: (Signed) Andrew Williams

Name: Andrew Williams

Title: Director

Address for Notice:
60 Threadneedle Street
London, United Kingdom
EC2R 8AP

Attn:

Telecopier No.:

Email:

COLLIERS EMEA LENDERS CONT'D

JPMORGAN CHASE BANK, N.A.

Per: (Signed) Lisa Whatley

Name: Lisa Whatley

Title: Managing Director

Address for Notice:

10 South Dearborn, Floor 09

Chicago, IL, 60603-2300

Attn.: Lisa Whatley

Telecopier No.: (312) 212-5905

Email: lisa.a.whatley@jpmorgan.com

COLLIERS EMEA LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: (Signed) Tom Woolgar

Name: Tom Woolgar

Title: MD

Per: (Signed) Scott Matthews

Name: Scott Matthews

Title: MD

Address for Notice:

100 King Street West, 4th Floor

Toronto, Ontario M5X 1H3

Attn: Sean P. Gallaway

Telecopier No.: (416) 359-7796

Email: sean.gallaway@bmo.com

COLLIERS EMEA LENDERS CONT'D

HSBC BANK PLC

Per: (Signed) Nisha Vara

Name: Nisha Vara

Title: Relationship Director, International
Subsidiary Banking

Per: (Signed) Michael Jones

Name: Michael Jones

Title: Deputy Head, International Subsidiary
Banking

Address for Notice:

6th Floor

71 Queen Victoria Street

London, EC4V 4AY

Attn: Adam Mahmoud

Telecopier No.:

Email: adam.mahmoud@hsbc.com

COLLIERS EMEA LENDERS CONT'D

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

Address for Notice:

40 King St. W., 62nd Floor

Toronto, Ontario, M5W 2X6

Attn: Steve Holyman

Telecopier No.: (416) 866-2010

Email: steve.holyman@scotiabank.com

COLLIERS EMEA LENDERS CONT'D

BANK OF AMERICA, N.A., Canada Branch

Per: (Signed) Julie Griffin

Name: Julie Griffin

Title: Senior Vice President

Address for Notice:

181 Bay Street

Toronto, Ontario M5J 2V8

Attn: Julie Griffin

Telecopier No.: (416) 369-8148

Email: Julie_griffin@baml.com

COLLIERS EMEA LENDERS CONT'D

NATIONAL BANK OF CANADA

Per: (Signed) Gavin Virgo

Name: Gavin Virgo

Title: Vice President

Per: (Signed) David Torrey

Name: David Torrey

Title: Managing Director

Address for Notice:

The Exchange Tower

130 King Street West, Suite 3100

Toronto, Ontario M5X 1J9

Attn: Gavin Virgo / David Torrey

Telecopier No.: (416) 869-6545

Email: gavin.virgo@nbc.ca / david.torrey@nbc.ca

COLLIERS EMEA LENDERS CONT'D

WELLS FARGO BANK, N.A., Canadian Branch

Per: (Signed) Jeff McInenly

Name: Jeff McInenly

Title: Director

Per: _____

Name:

Title:

Address for Notice:

22 Adelaide Street West, 22nd Floor

Toronto, Ontario M5H 4E3

Attn: Jeff McInenly

Telecopier No.: (416) 607-2905

Email: jeff.mcinenly@wellsfargo.com

COLLIERS EMEA LENDERS CONT'D

**CANADIAN IMPERIAL BANK OF COMMERCE,
LONDON BRANCH**

Per: (Signed) Paul Weidemann

Name: Paul Weidemann

Title: Executive Director

Per: (Signed) Roger Harvey

Name: Roger Harvey

Title: Managing Director

Address for Notice:

150 Cheapside

London EC2V 6ET

United Kingdom

Attn: Paul Weidemann

Telecopier No.: +44 207 234 6085

Email: Paul.Weidemann@cibc.co.uk

COLLIERS EMEA LENDERS CONT'D

MIZUHO BANK, LTD.

Per: (Signed) Brad Crilly

Name: Brad Crilly

Title: Managing Director

Per: _____

Name:

Title:

Address for Notice:

100 Yonge Street, Suite 1102

Toronto, Ontario M5C 2W1

Attn: Ambar Bansal

Telecopier No.:

Email: ambar.bansal@mizuhocbus.com

AUSTRALIAN LENDER

HSBC BANK AUSTRALIA LIMITED

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

(Signed) Amy Lancaster

Witness Signature

Amy Lancaster

Print Name

(Signed) Robert Agai

Attorney Signature

Robert Agai

Print Name

Address for Notice:

Level 36, Tower 1, International Towers Sydney
100 Barangaroo Avenue, Sydney NSW 2000
Australia

Attn: Samuel Arulampalam

Telecopier No.: +61 2 9006 5721

Email: samuelarulampalam@hsbc.com.au

EXHIBIT "A"**Amended and Restated Schedule "H-1"**

SCHEDULE "H-1" TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 19, 2018 BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, TD SECURITIES, AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER, THE TORONTO-DOMINION BANK, AS ADMINISTRATION AGENT AND COLLATERAL AGENT, THE TORONTO-DOMINION BANK, AS CANADIAN ADMINISTRATION AGENT, TORONTO DOMINION (TEXAS) LLC, AS U.S. ADMINISTRATION AGENT, THE TORONTO-DOMINION BANK, AS EUROPEAN ADMINISTRATION AGENT AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

CANADIAN COMMITMENTS

Canadian Facilities			
Lenders	Canadian Swingline Commitment	Canadian Revolving Facility Commitment	Total Canadian Commitment
U.S. Bank National Association, Canada Branch		\$66,225,165.56	\$66,225,165.56
The Toronto-Dominion Bank	\$20,000,000.00	\$41,615,743.53	\$61,615,743.53
Bank of Montreal		\$56,686,484.05	\$56,686,484.05
JPMorgan Chase Bank, N.A., Toronto Branch		\$44,363,335.34	\$44,363,335.34
Mizuho Bank, Ltd.		\$49,292,594.82	\$49,292,594.82
HSBC Bank Canada		\$46,827,965.08	\$46,827,965.08
The Bank of Nova Scotia		\$39,434,075.86	\$39,434,075.86
Bank of America, N.A., Canada Branch		\$39,434,075.86	\$39,434,075.86
Canadian Imperial Bank of Commerce		\$32,040,186.63	\$32,040,186.63
National Bank of Canada		\$32,040,186.63	\$32,040,186.63
Wells Fargo Bank, N.A., Canadian Branch		\$32,040,186.63	\$32,040,186.63
	<u>\$20,000,000.00</u>	<u>\$480,000,000.00</u>	<u>\$500,000,000.00</u>

EXHIBIT "B"

Amended and Restated Schedule "H-2"

SCHEDULE "H-2" TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 19, 2018 BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, TD SECURITIES, AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER, THE TORONTO-DOMINION BANK, AS ADMINISTRATION AGENT AND COLLATERAL AGENT, THE TORONTO-DOMINION BANK, AS CANADIAN ADMINISTRATION AGENT, TORONTO DOMINION (TEXAS) LLC, AS U.S. ADMINISTRATION AGENT, THE TORONTO-DOMINION BANK, AS EUROPEAN ADMINISTRATION AGENT AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

U.S. COMMITMENTS

U.S. Facilities			
Lenders	U.S. Swingline Commitment	U.S. Revolving Facility Commitment	Total U.S. Commitment
U.S. Bank National Association		\$33,774,834.44	\$33,774,834.44
The Toronto-Dominion Bank, New York Branch		\$31,424,029.2	\$31,424,029.2
Bank of Montreal, Chicago Branch		\$28,910,106.86	\$28,910,106.86
JPMorgan Chase Bank, N.A.	\$20,000,000.00	\$2,625,301.02	\$22,625,301.02
Mizuho Bank, Ltd.		\$25,139,223.36	\$25,139,223.36
HSBC Bank Canada		\$23,882,262.19	\$23,882,262.19
The Bank of Nova Scotia		\$20,111,378.69	\$20,111,378.69
Bank of America, N.A., Canada Branch		\$20,111,378.69	\$20,111,378.69
Canadian Imperial Bank of Commerce		\$16,340,495.18	\$16,340,495.18
National Bank of Canada		\$16,340,495.18	\$16,340,495.18
Wells Fargo Bank, N.A., Canadian Branch		\$16,340,495.18	\$16,340,495.18
	<u>\$20,000,000.00</u>	<u>\$235,000,000.00</u>	<u>\$255,000,000.00</u>

EXHIBIT "C"

Amended and Restated Schedule "H-3"

SCHEDULE "H-3" TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 19, 2018 BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, TD SECURITIES, AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER, THE TORONTO-DOMINION BANK, AS ADMINISTRATION AGENT AND COLLATERAL AGENT, THE TORONTO-DOMINION BANK, AS CANADIAN ADMINISTRATION AGENT, TORONTO DOMINION (TEXAS) LLC, AS U.S. ADMINISTRATION AGENT, THE TORONTO-DOMINION BANK, AS EUROPEAN ADMINISTRATION AGENT AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

UK COMMITMENTS

Lenders	UK Revolving Facility Commitment
The Toronto-Dominion Bank, London Branch	\$11,363,636.36
Bank of Montreal, London Branch	\$10,454,545.45
JPMorgan Chase Bank, N.A.	\$8,181,818.18
Mizuho Bank, Ltd.	\$9,090,909.09
The Bank of Nova Scotia	\$7,272,727.27
HSBC Bank PLC	\$8,636,363.64
Bank of America N.A., Canada Branch	\$7,272,727.27
National Bank of Canada	\$5,909,090.91
Wells Fargo Bank, N.A., Canadian Branch	\$5,909,090.91
Canadian Imperial Bank of Commerce, London Branch	\$5,909,090.91
	<u>\$80,000,000.00</u>

EXHIBIT "D"

Amended and Restated Schedule "H-4"

SCHEDULE "H-4" TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 19, 2018 BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, TD SECURITIES, AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER, THE TORONTO-DOMINION BANK, AS ADMINISTRATION AGENT AND COLLATERAL AGENT, THE TORONTO-DOMINION BANK, AS CANADIAN ADMINISTRATION AGENT, TORONTO DOMINION (TEXAS) LLC, AS U.S. ADMINISTRATION AGENT, THE TORONTO-DOMINION BANK, AS EUROPEAN ADMINISTRATION AGENT AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

COLLIERS EMEA COMMITMENTS

Lenders	Colliers EMEA Revolving Facility Commitment
The Toronto-Dominion Bank, London Branch	\$20,596,590.91
Bank of Montreal, London Branch	\$18,948,863.64
JPMorgan Chase Bank, N.A.	\$14,829,545.45
Mizuho Bank, Ltd.	\$16,477,272.73
The Bank of Nova Scotia	\$13,181,818.18
HSBC Bank PLC	\$15,653,409.09
Bank of America N.A., Canada Branch	\$13,181,818.18
National Bank of Canada	\$10,710,227.27
Wells Fargo Bank, N.A., Canadian Branch	\$10,710,227.27
Canadian Imperial Bank of Commerce, London Branch	\$10,710,227.27
	<u>\$145,000,000.00</u>

EXHIBIT “E”

Amended and Restated Schedule “H-6”

SCHEDULE “H-6” TO THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 19, 2018 BY AND AMONG, AMONGST OTHERS, COLLIERS INTERNATIONAL GROUP INC., AS CANADIAN BORROWER, COLLIERS INTERNATIONAL HOLDINGS (USA), INC., AS U.S. BORROWER, GLOBESTAR LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL EMEA HOLDINGS LIMITED, AS A UK BORROWER, COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED, AS AUSTRALIAN BORROWER, THE SUBSIDIARIES NAMED ON THE EXECUTION PAGES THEREOF, AS GUARANTORS, THE BANKS NAMED ON THE EXECUTION PAGES THEREOF, AS LENDERS, TD SECURITIES, AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER, THE TORONTO-DOMINION BANK, AS ADMINISTRATION AGENT AND COLLATERAL AGENT, THE TORONTO-DOMINION BANK, AS CANADIAN ADMINISTRATION AGENT, TORONTO DOMINION (TEXAS) LLC, AS U.S. ADMINISTRATION AGENT, THE TORONTO-DOMINION BANK, AS EUROPEAN ADMINISTRATION AGENT AND HSBC BANK AUSTRALIA LIMITED, AS AUSTRALIAN AGENT.

TOTAL COMMITMENTS

All Facilities	
Lenders	Total Commitments All Facilities
The Toronto-Dominion Bank, The Toronto-Dominion, New York Branch and The Toronto-Dominion Bank, London Branch	\$125,000,000.00
Bank of Montreal, Bank of Montreal, Chicago Branch and Bank of Montreal, London Branch	\$115,000,000.00
HSBC Bank Canada, HSBC Bank PLC and HSBC Bank Australia Limited	\$115,000,000.00
JPMorgan Chase Bank, N.A., Toronto Branch and JPMorgan Chase Bank, N.A.	\$90,000,000.00
Mizuho Bank, Ltd.	\$100,000,000.00
U.S. Bank National Association, Canada Branch and U.S. Bank National Association	\$100,000,000.00
The Bank of Nova Scotia	\$80,000,000.00
Bank of America, N.A., Canada Branch	\$80,000,000.00
Canadian Imperial Bank of Commerce and Canadian Imperial Bank of Commerce, London Branch	\$65,000,000.00
National Bank of Canada	\$65,000,000.00
Wells Fargo Bank, N.A., Canadian Branch	\$65,000,000.00
	<u>\$1,000,000,000.00</u>