

**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**”)
- AND:** **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:** **COLLIERS INTERNATIONAL HOLDINGS (AUSTRALIA) LIMITED ACN 008 178 238**, a corporation duly 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**”)
- AND:** **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**”).

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	December 31, 2022	I	SBTi Submission	-2.0	-0.4
		III	No SBTi Submission	2.0	0.4

against Baseline GHG Emission Intensity)	December 31, 2023	I	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	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	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	I	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	I	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	I	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
Percentage of WELL-Certified Properties	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	No change
		III	Percentage of WELL Certified Properties is 0.0%	1.0	0.2
	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	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	No change
		III	Percentage of WELL Certified Properties is 45% or less	1.0	0.2

- (b) 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;
- (c) the definition of “Borrowers” in Section 1.1 (Definitions) is hereby amended by (i) adding “U.S. Holdings,” 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;
- (d) 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;

- (e) 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;
- (f) 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;
- (g) 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.”;

- (i) 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;
- (j) 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.”;

provided, that, 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;

- (k) 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;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) 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."

- (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.”
- (w) 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**”):

- (a) 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 wet-ink counterpart signature page to be provided by Colliers International Germany Holding GmbH (the “**German Guarantor**”) promptly following closing);
- (b) delivery to the Administration Agent of a customary officer’s or director’s certificate of each Borrower and each 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;
- (c) 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;
- (f) 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;
- (g) 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

- (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

5.1 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 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.
- (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 Fourth 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 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.

- (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

6.1 (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).

6.2 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 enures to the benefit of and binds the parties and their respective successors and permitted assigns.

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]

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

Title: 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

**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

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

JOHN MARASCO

Name of director/company secretary
(BLOCK LETTERS)

<Signed> Simon Martin Hunt

Director

SIMON MARTIN HUNT

Name of director
(BLOCK LETTERS)

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

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

**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

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

Director/company secretary

ANDREW CHARLES WATSON

Name of director/company secretary
(BLOCK LETTERS)

<Signed> Jullia Batterley

Director

JULIA BATTERLEY

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

Director/company secretary

JOHN MARASCO

Name of director/company secretary
(BLOCK LETTERS)

<Signed> Robert Joyes

Director

ROBERT JOYES

Name of director
(BLOCK LETTERS)

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

**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**

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

AGENTS

**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

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]

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]

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]

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]

CANADIAN LENDERS CONT'D

BANK OF MONTREAL

Per: <Signed> Sean P. Galloway

Name: Sean P. Galloway

Title: Director

Address for Notice:

[REDACTED]

Email: [REDACTED]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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]

UK LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: <Signed> Andrew Nelson

Name: Andrew Nelson

Title: Director

Per: <Signed> Scott Matthews

Name: Scott Matthews

Title: CFO

Address for Notice:

[REDACTED]

Email: [REDACTED]

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]

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]

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]

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]

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]

UK 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]

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]

UK 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]

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]

COLLIERS EMEA 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]

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]

COLLIERS EMEA LENDERS CONT'D

BANK OF MONTREAL, London Branch

Per: <Signed> Andrew Nelson

Name: Andrew Nelson

Title: Director

Per: <Signed> Scott Matthews

Name: Scott Matthews

Title: CFO

Address for Notice:

[REDACTED]

Email: [REDACTED]

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]

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]

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]

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]

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]

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]

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]

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]

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]

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> Raymond Cheng

Witness Signature

Raymond Cheng

Print Name

<Signed> Matthew Sargent

Attorney Signature

Matthew Sargent

Print Name

Address for Notice:
[REDACTED]

Tel.: [REDACTED]
Email: [REDACTED]

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 EMEA HOLDINGS 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.

CANADIAN COMMITMENTS

Canadian Facilities				
Lenders	[Reserved]	Canadian Swingline B Commitment	Canadian Revolving Facility Commitment	Total Canadian Commitment
Bank of Montreal		[REDACTED]	[REDACTED]	[REDACTED]
JPMorgan Chase Bank, N.A., Toronto Branch			[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]
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 Québec			[REDACTED]	[REDACTED]
HSBC UK Bank PLC			[REDACTED]	[REDACTED]
		<u>\$15,000,000.00</u>	<u>\$1,085,000,000</u>	<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 EMEA HOLDINGS 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				
Lenders	U.S. Swingline Commitment	Sweep to Loan Commitment	U.S. Revolving Facility Commitment	Total U.S. 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 Branch			[REDACTED]	[REDACTED]
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]
	<u>\$20,000,000.00</u>	<u>\$15,000,000.00</u>	<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 EMEA HOLDINGS 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.

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]
	<u>\$100,000,000</u>

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 EMEA HOLDINGS 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.

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 EMEA HOLDINGS 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.

AUSTRALIAN COMMITMENTS

Australian Facilities			
Lenders	Australian Swingline Commitment	Australian Revolving Facility Commitment	Total Australian Commitment
HSBC Bank Australia Limited		[REDACTED]	[REDACTED]
	\$0	\$100,000,000	\$100,000,000

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 EMEA HOLDINGS 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.

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>