
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities and Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 10, 2015

CBIZ, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-32961
(Commission
File Number)

22-2769024
(IRS Employer
Identification No.)

6050 Oak Tree Boulevard, South, Suite 500
Cleveland, Ohio
(Address of principal executive offices)

44131
(Zip Code)

216-447-9000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On April 10, 2015, CBIZ Operations, Inc. and CBIZ, Inc. (collectively, the “Company”) entered into an Amendment (“Amendment”) to its Credit Agreement (“Credit Facility”) dated July 28, 2014 by and among the Company, Bank of America, N.A., as administrative agent and bank, and other participating banks (collectively, “the Banks”). The Company and the Banks have agreed to remove certain portions of subparagraph (b) of the definition of Change of Control, as noted in the attached exhibit.

A copy of the Amendment to the Credit Facility is filed herewith as Exhibit 10.1

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 First Amendment to Credit Agreement by and among CBIZ Operations, Inc., CBIZ, Inc., and Bank of America, N.A., as agent, lender, issuing bank, and the other financial institutions from time to time party to the Credit Agreement.

SIGNATURES

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

April 13, 2015

CBIZ, INC.

By: /s/ Ware H. Grove

Name: Ware H. Grove

Title: Chief Financial Officer

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT dated as of April 10, 2015 (this "Agreement") is entered into among CBIZ Operations, Inc., an Ohio corporation (the "Borrower"), CBIZ, Inc., a Delaware corporation (the "Company"), the Lenders party hereto and Bank of America, N.A., as Agent and as the Issuing Bank and as Swing Line Bank. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Company, the Lenders and Bank of America, N.A., as Agent and as the Issuing Bank and as Swing Line Bank have entered into that certain Credit Agreement dated as of July 28, 2014 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Company and the other Guarantors have each executed and delivered in favor of the Agent and the Lenders a certain Guaranty pursuant to which the Company and the other Guarantors have guaranteed the Borrower's obligations under the Credit Agreement;

WHEREAS, the Borrower has requested that the Lenders agree to amend the Credit Agreement as described below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Subject to the satisfaction of the conditions set forth in Section 2 hereof, clause (b) of the definition of "Change of Control" in Section 1.01 of the Credit Agreement is hereby amended to delete the parenthetical at the end of such clause such that, after giving effect to such amendment such clause reads in its entirety as follows:

"(b) during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Company cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body"

2. Condition Precedent. This Agreement shall be effective upon receipt by the Agent of counterparts of this Agreement duly executed by the Borrower, the Company, the other Guarantors and the Majority Lenders.

3. Miscellaneous.

(a) The Credit Agreement, and the obligations of the Borrower, the Company and each Guarantor thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Agreement shall constitute a Loan Document.

(b) The Company and each other Guarantor, (i) acknowledges and consents to all of the terms and conditions of this Agreement, (ii) affirms all of each Guarantor's obligations under the Loan Documents and (iii) agrees that this Agreement and all documents executed in connection herewith do not operate to reduce or discharge each Guarantor's obligations under the Credit Agreement or the Loan Documents.

(c) The Borrower and the Company hereby represent and warrant as follows:

(i) Each of the Borrower and the Company has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(ii) This Agreement has been duly executed and delivered by the Company and the Borrower and constitutes each of the Borrower's and the Company's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability, regardless of whether considered in a proceeding in equity or at law.

(iii) No consent, approval, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by the Borrower or the Company of this Agreement.

(d) Each of the Borrower and the Company represents and warrants to the Lenders that (i) its representations and warranties set forth in Article VI of the Credit Agreement and in each other Loan Document are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date and (ii) no event has occurred and is continuing which constitutes a Default or an Event of Default.

(e) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy or other electronic transmission shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(f) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION).

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

CBIZ OPERATIONS, INC., as the Borrower

By: _____
Name:
Title:

CBIZ, INC.

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as a Lender and as the Issuing Bank

By: _____
Name:
Title:

Signature Page to First Amendment to Credit Agreement

HUNTINGTON NATIONAL BANK, as a Lender

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as a Lender

By: _____
Name:
Title:

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: _____
Name:
Title:

FIFTH THIRD BANK, as a Lender

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

GUARANTORS:

- CBIZ ACCOUNTING, TAX & ADVISORY OF ATLANTA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF MARYLAND, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF CHICAGO, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF COLORADO, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF KANSAS CITY, INC.**
- CBIZ ACCOUNTING, TAX & ADVISORY OF MEMPHIS, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF NEW ENGLAND, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF NEW YORK, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF OHIO, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF NORTHERN CALIFORNIA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF ORANGE COUNTY, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF PHOENIX, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF SAN DIEGO, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF FLORIDA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF TOPEKA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF WICHITA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF SOUTHWEST FLORIDA, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF ST. LOUIS, LLC**
- CBIZ ACCOUNTING, TAX & ADVISORY OF MINNESOTA, LLC**

**CBIZ ACCOUNTING, TAX & ADVISORY OF UTAH,
LLC
CBIZ ACCOUNTING, TAX & ADVISORY, LLC
CBIZ BEATTY SATCHELL, LLC
CBIZ BENEFITS & INSURANCE SERVICES, INC.
CBIZ GIBRALTAR REAL ESTATE SERVICES, LLC
CBIZ RISK & ADVISORY SERVICES LLC
CBIZ INSURANCE SERVICES, INC.
CBIZ KA CONSULTING SERVICES, LLC
CBIZ M & S CONSULTING SERVICES, LLC
CBIZ M.T. DONAHOE & ASSOCIATES, LLC
CBIZ MISSOURI, LLC
CBIZ MMP OF TEXAS, LLC
CBIZ NETWORK SOLUTIONS, LLC
CBIZ NATIONAL TAX OFFICE, LLC
CBIZ RETIREMENT CONSULTING, INC.
CBIZ SOUTHERN CALIFORNIA, LLC
CBIZ LIFE INSURANCE SOLUTIONS, INC.
CBIZ SECURITY & ADVISORY SERVICES, LLC
CBIZ TECHNOLOGIES, LLC
CBIZ VALUATION GROUP, LLC
MHM RETIREMENT PLAN SOLUTIONS, LLC
MULTIPLE BENEFITS SERVICES, LLC**

By: _____

Name: Jerome P. Grisko, Jr.

Title: Executive Vice President

ASSOCIATED INSURANCE AGENTS, INC.
CBIZ MHM, LLC
CBIZ NETWORK SOLUTIONS CANADA, INC.
CBIZ WEST, INC.
CBIZ TAX AND ADVISORY OF NEBRASKA INC.
ONECBIZ, INC.
SUMMIT RETIREMENT PLAN SERVICES, INC.

By: _____
Name: Jerome P. Grisko, Jr.
Title: President

CBIZ, INC.

By: _____
Name: Jerome P. Grisko, Jr.
Title: President