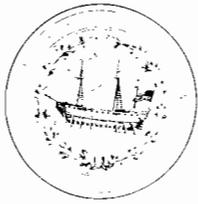


13A *dm*



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

February 8, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Sole Source

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** Real Property Marketing Agreement with Jones Lang LaSalle Americas, Inc., 330 Madison Avenue, 4th Floor, New York, New York (Vendor No. 229527) to market, promote, and negotiate the sale of the Lakes Region Facility property in Laconia, New Hampshire (formerly known as the "Laconia State School" and the "Lakes Region Correctional Facility") (the "Property") in exchange for six percent (6%) of the gross proceeds from any sale, except that there shall be no commission paid in any sale to the City of Laconia or the County of Belknap. The term of the Agreement shall begin upon approval by the Governor and Executive Council and end on May 1, 2013.

### EXPLANATION

This is a **Sole Source** Agreement because although three (3) different firms expressed interest in the project and two (2) sent representatives to visit the Property, the only proposal received in response to the RFP was submitted by Jones Lang LaSalle. Its proposal did not comply with the RFP requirements and was deemed to be non-confirming. However, in light of Jones Lang LaSalle's excellent qualifications and the extremely short deadline to sell the Property, the Department cancelled the RFP and then negotiated the Agreement based primarily on the proposal received from Jones Lang LaSalle.

2011 N.H. Laws 224:80 reads, in pertinent part, as follows:

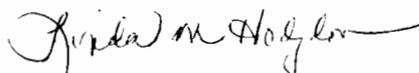
224:80 Sale of Property. Notwithstanding RSA 10 and RSA 4:40, the commissioner of the department of administrative services shall offer for sale to the city of Laconia the former Laconia state school property and the former Laconia state school and training center property, except those portions of the properties required for state use, for not less than \$10,000,000. If the city does not accept the offer by July 1, 2012, such property shall be offered for sale to Belknap county at the fair market value. If the county does not accept the offer by August 15, 2012, the commissioner of the department of administrative services shall issue a request for proposals for the sale of the lakes region facility property in Laconia at no less than the fair market value, such sale to be completed no later than May 1, 2013. The commissioner of the department of administrative services shall submit

quarterly reports on the progress of the sale to the fiscal committee of the general court. Any sale of such property shall be subject to the requirements of RSA 4:40, except that review and approval of the sale of the property by the council on resources and development and the long range capital planning and utilization committee shall not be required.

Neither the City of Laconia nor the County of Belknap accepted the corresponding offer to sell the Property in accordance with the foregoing chapter law. 2010S, 1:96, as amended by 2011, 224:82, appropriated funds for, among other things, "the purpose of employing a consultant with real estate or financial expertise in preparation of the request for proposals for the sale of [the Property]." Therefore, on October 10, 2012 the Department issued a Request for Proposal (RFP) to Provide Real Estate Consulting and Marketing Services with respect to the Property. The RFP was posted on the Department's "Current Bidding Opportunities" web site upon issue and was advertised in the Manchester Union Leader on October 10, 11, and 12, 2012. Also on October 10, 2012 a direct solicitation email providing notice of the RFP was sent to thirteen (13) commercial real estate firms, at least seven (7) of which are either national or global firms or are affiliated with formal national or global networks of commercial real estate firms.

At this time the Department seeks authority only to enter into the Real Property Marketing Agreement. In the event that a suitable buyer is identified, the Department will return to seek authority to sell the Property at such price and upon such other terms as may be negotiated with such buyer. Under the terms of the Agreement, Jones Lang LaSalle shall be responsible for preparing a market analysis, an opinion of value, and a recommended offering price. Given the size and complexity of the Property and the deteriorating condition of its numerous buildings and supporting infrastructure, the Department believes that such analysis and advice from Jones Lang LaSalle would be an invaluable complement to the 2011 Appraisal Report prepared by the New Hampshire Department of Transportation in reevaluating the market value of the Property prior to soliciting offers from prospective buyers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PLANT & PROPERTY MANAGEMENT  
FIXED & MOBILE ASSETS

REAL PROPERTY MARKETING AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, Division of Plant & Property Management ("SELLER"), hereby grants to the undersigned JONES LANG LASALLE AMERICAS, INC., a Maryland corporation having a principal office address of 200 E. Randolph Drive, Chicago, Illinois 60601 ("AGENT"), on this date, January 24, 2013, in consideration of AGENT'S agreement to market, promote, and negotiate the sale of certain real property known as the **State of New Hampshire "Lakes Region Facility" (formerly known as the "Lakes Region Correctional Facility" and the "Laconia State School")** located at Right Way Path (NH Route 106), Laconia, New Hampshire, owned by SELLER consisting of four (4) parcels of land having an aggregate total area of approximately two hundred twenty-eight (228) acres, more or less, together with an estimated twenty-eight (28) institutional buildings of varying age, size, and condition, five (5) accessory structures, a modern professional size baseball field and related improvements, a water pumping station that provides water to the main parcel and the northwest satellite parcel, paved parking lots and walkways, a network of paved roads and driveways, and the supporting water, sewer, surface drainage, telecommunications, and electrical distribution infrastructure, the parcels of land being depicted on one or more subdivision plans and boundary surveys on file with the SELLER to be recorded in the Belknap County Registry of Deeds, and including any other property, real or personal, subsequently added thereto (the "PROPERTY"), the exclusive right to solicit, negotiate, and procure the highest and best reasonable firm offers to purchase said PROPERTY as-is, where-is, in its then-current condition as of the date of transfer, on the terms herein stated, or on any other terms to which SELLER may consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing, and able to purchase the PROPERTY for such reasonable price and upon other such terms to which SELLER may agree, and who actually completes such purchase, then SELLER agrees to pay AGENT a commission equal to six percent (6%) of the gross sale proceeds, to be paid out of said proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for the term ~~commencing on January 2013~~ <sup>CMW 2/8/13</sup> ~~and ending on May 1, 2013.~~ <sup>PAC 2/7/13</sup> Upon full execution of a contract for sale and purchase of the PROPERTY, and with the prior explicit approval of the Governor and Executive Council of the State of New Hampshire, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. It is understood that AGENT shall produce a broker's opinion of value, a broker's recommended offering price, a market analysis, and a recommended marketing plan as discretely identifiable deliverables under this Agreement. Should an escrow deposit on a fully executed Purchase and Sale Agreement and Deposit Receipt be forfeited, one-half shall belong to the undersigned SELLER and one-half shall belong to the above named AGENT as a fee for professional services rendered.

SELLER'S initials \_\_\_\_\_

AGENT'S initials PAC

AGENT'S initials \_\_\_\_\_

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

4. DUTIES OF SELLER. SELLER acknowledges its duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by AGENT to potential purchaser. If any pertinent fact, event, or information about the PROPERTY comes to SELLER'S attention between signing this Agreement and the Property Disclosure and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing.

5. COOPERATION WITH OTHER BROKERS. SELLER authorizes the following forms of cooperation:

(a) AGENT may cooperate with other brokers or other real estate firms who accept AGENT'S offer of subagency. ~~AGENT'S policy is to compensate the subagent a commission of \_\_\_\_\_% of the contract price or \_\_\_\_\_.~~ Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of AGENT and any sub-agents who are acting on behalf of the SELLER when AGENT or sub-agent is acting within the scope of the agency relationship.

MA 2/8/13

PL 2/7/13

(b) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s). ~~AGENT'S policy is to compensate the buyer agent a commission of \_\_\_\_\_% of the contract price or \_\_\_\_\_.~~

MA 2/8/13

PL 2/7/13

(c) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. ~~AGENT'S policy is to compensate brokers in Another Relationship a commission of \_\_\_\_\_% of the contract price or \_\_\_\_\_.~~

MA 2/8/13

PL 2/7/13

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) Access to any building(s) must be coordinated with the SELLER.
- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.

SELLER'S initials \_\_\_\_\_

AGENT'S initials PL

AGENT'S initials \_\_\_\_\_

- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.

7. ADDITIONAL PROVISIONS.

(a) AGENT acknowledges and agrees that the effectiveness of this Agreement, the sale of the PROPERTY, and any payment obligation of the SELLER under this Agreement or under any Purchase and Sale Agreement regarding the PROPERTY shall be subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that AGENT shall earn no commission from a sale of the PROPERTY to the City of Laconia, New Hampshire or to the County of Belknap, New Hampshire.

(b) AGENT has obtained a current State Vendor Code from the Division of Plan & Property Management, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER current original Certificates of Good Standing issued by the New Hampshire Secretary of State and by AGENT's state of incorporation or formation if other than New Hampshire.

(c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.

(d) AGENT certifies that it, or at least one senior key individual assigned to this Agreement who is employed by or formally affiliated with AGENT, is duly licensed to sell real estate by the New Hampshire Real Estate Commission.

(e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, agents, and employees from and against any and all third party claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.

(f) AGENT agrees that at all times during the effective term of this Agreement AGENT shall maintain the following types and amounts of insurance coverage:

SELLER'S initials \_\_\_\_\_

AGENT'S initials PAI

AGENT'S initials \_\_\_\_\_

(i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.

(ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract.

(iii) Workers' compensation insurance and employers' liability insurance as required by law.

(g) AGENT agrees that to the extent consistent with this Agreement all of the terms and provisions of the AGENT's written proposal to market the PROPERTY, as submitted to SELLER on or about November 16, 2012, are hereby incorporated by reference into this Agreement and made a part hereof. In the event of a conflict between or among any of the provisions of this Agreement and the AGENT's proposal, this Agreement shall control.

(h) Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages, and excluding (i) third party claims for bodily injury or property damage, and (ii) claims based on Jones Lang LaSalle's gross negligence or willful misconduct.

(i) AGENT's primary contact person for all purposes related to this Agreement shall be as follows:

Patrick Flinn, Managing Director  
Jones Lang LaSalle Americas, Inc.  
330 Madison Avenue, 4<sup>th</sup> Floor  
New York, New York 10017  
Phone: (212) 812-5854  
Email: *patrick.flinn@am.jll.com*

(j) SELLER's primary contact person for all purposes related to this Agreement shall be as follows:

Jared Nylund, Real Property Asset Manager  
New Hampshire Department of Administrative Services  
25 Capitol Street, Room 212  
Concord, New Hampshire 03301  
Phone: (603) 746-3212  
Email: *real\_property\_DAS@nh.gov*

SELLER'S initials \_\_\_\_\_

AGENT'S initials   *JK*  

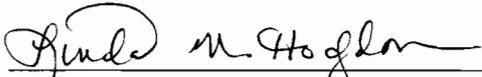
AGENT'S initials \_\_\_\_\_

AGENT acknowledges that SELLER may designate other contact persons for specific purposes, such as to gain access to the PROPERTY for due diligence purposes or to show the PROPERTY to prospective buyers.

(k) Any information submitted to SELLER pursuant to, or in connection with, this Agreement may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, this Agreement will be made accessible to the public online via the Transparent NH web site (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If AGENT believes that any information being submitted pursuant to, or in connection with, this Agreement should be kept confidential as financial or proprietary information, then AGENT acknowledges and agrees that AGENT must specifically identify that information in writing to SELLER.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")  
By and through its  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
Linda M. Hodgdon, Commissioner

Date: 2/1/13

SELLER'S initials \_\_\_\_\_

AGENT'S initials PH

AGENT'S initials \_\_\_\_\_

JONES LANG LASALLE AMERCAS, INC. ("AGENT")

By: Patrick Flinn  
Patrick Flinn, Managing Director

Date: 1/24/2013

STATE OF New Jersey  
COUNTY OF MORRIS

On this 24<sup>th</sup> day of January 2013, personally appeared the above-named Patrick Flinn, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Managing Director of Jones Lang LaSalle Americas, Inc. and that he executed the foregoing instrument for the purposes therein contained.

[Signature]  
Notary Public / Justice of the Peace  
My Commission Expires: 12/1/2016  
(SEAL)

**RONDA TOLLIVER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 12/1/2016**

SELLER'S initials \_\_\_\_\_

AGENT'S initials PF

AGENT'S initials \_\_\_\_\_

JONES LANG LASALLE AMERCAS, INC. ("AGENT")

By: *John Linell*

Date: 1/29/13

Print name: John Linell  
John Linell, New Hampshire Broker of Record

STATE OF Massachusetts  
COUNTY OF Suffolk

On this 29th day of January 2013, personally appeared the above-named John Linell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that s/he is the duly authorized New Hampshire Broker of Record for Jones Lang LaSalle Americas, Inc. and that s/he executed the foregoing instrument for the purposes therein contained.

*Laura Roscigno*  
Notary Public / Justice of the Peace  
My Commission Expires: 12/5/14

(SEAL)



SELLER'S initials \_\_\_\_\_

AGENT'S initials *JL*

AGENT'S initials \_\_\_\_\_

Approved by the Attorney General as to form, substance, and execution:

By: Rosemary Ait Date: 2-5-13

Approved by the Governor and Executive Council (Agenda Item Number \_\_\_\_\_):

By: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER'S initials \_\_\_\_\_

AGENT'S initials PH

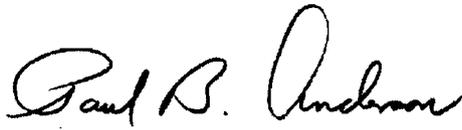
AGENT'S initials \_\_\_\_\_

**STATE OF MARYLAND**  
**Department of Assessments and Taxation**

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT JONES LANG LASALLE AMERICAS, INC., INCORPORATED APRIL 15, 1997, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 15, 2013.



Paul B. Anderson  
Charter Division



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*  
*Fax (410) 333-7097*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JONES LANG LASALLE AMERICAS, INC., a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on November 30, 1998. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of January, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

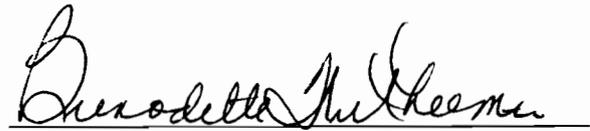
William M. Gardner  
Secretary of State

**CERTIFICATE OF ASSISTANT SECRETARY  
OF  
JONES LANG LASALLE AMERICAS, INC.**

I, Bernadette Wertheimer, the duly elected, qualified and acting Assistant Secretary of Jones Lang LaSalle Americas, Inc., a Maryland corporation (the "Corporation"), hereby certify that:

1. Jones Lang LaSalle Americas, Inc. is able to enter into an agreement to act as broker for the State of New Hampshire for the disposition of Lakes Region Facility, under
  - a. its authority to enter contracts generally that is inherent in a legal entity under Maryland law;
  - b. its By-Laws authorizing without limitation the President to enter into contracts, and to delegate that authority to Vice Presidents; and
  - c. its real estate brokerage license from the State of New Hampshire, No. 64104.
  
2. Patrick Flinn is a Senior Vice President to whom has been delegated signature authority to sign on behalf of that company contracts with clients each of a value up to \$10,000,000 per year, to include an agreement for the Lakes Region Facility Disposition Services, under our company's delegation of signature authority policy and cascading delegations at successive echelons of authority.
  
3. John R. Linell is the Principal Broker for Jones Lang LaSalle Americas, Inc. under its aforementioned real estate brokerage license in the State of New Hampshire, and is authorized by New Hampshire's Real Estate Brokerage laws and regulations and that real estate brokerage license to sign contracts for real estate brokerage services of real estate within New Hampshire, to include an agreement for the Lakes Region Facility Disposition Services.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 30~~th~~ day of January, 2013.

  
Bernadette Wertheimer, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Jones Lang LaSalle Americas, Inc. 200 East Randolph Drive Chicago IL 60601 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: RLI Insurance Company		13056
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570048920738**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			CGL0013619	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			AUC655447403	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION						AGGREGATE \$1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
							WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: New Hampshire Department of Administrative Services, Right Way Path (NH Route 106), Laconia, NH 03246, Contract Reference: State of New Hampshire Lakes Region Facility Disposition. New Hampshire Department of Administrative Services is included as Additional Insured with respect to the General Liability policy as required by written agreement.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
New Hampshire Department of Administrative Services 25 Capitol Street, Room 212 Concord NH 3301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

Holder Identifier :

Certificate No : 570048920738





# ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services Central, Inc.		<small>NAMED INSURED</small> Jones Lang LaSalle Americas, Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570048920738		<small>EFFECTIVE DATE:</small>	
<small>CARRIER</small> See Certificate Number: 570048920738	<small>NAIC CODE</small>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

**Cancellation Notice**

The General Liability policy issued by RLI Insurance Company has been endorsed to include the following wording:

In the event of cancellation, we will endeavor to give certificate holders thirty (30) days notice of cancellation via email, provided that a detailed listing of such certificate holders, including their email address, is received from the Agent or Jones Lang LaSalle within 5 business days of their notification of the cancellation of the policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Jones Lang LaSalle Americas, Inc. 200 East Randolph Drive Chicago IL 60601 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER: 570048920760**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			044177401 Misc. Professional Liabil SIR applies per policy terms & conditions	04/01/2012	04/01/2013	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The limits as described above attach over Self-Insured Retentions held by Jones Lang LaSalle. RE: New Hampshire Department of Administrative Services, Right way Path (NH Route 106), Laconia, NH 03246, Contract Reference: State of New Hampshire Lakes Region Facility Disposition.

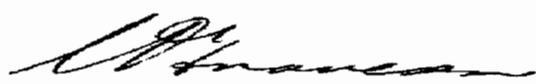
## CERTIFICATE HOLDER

New Hampshire Department of Administrative Services  
 25 Capitol Street, Room 212  
 Concord NH 3301 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Holder Identifier :

Certificate No : 570048920760



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2013

1/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Insurance Co of the Midwest		37478
INSURER B : Twin City Fire Insurance Company		29459
INSURER C :		
INSURER D :		
INSURER E :		

INSURED Jones Lang LaSalle Americas, Inc.  
1342065 200 E. Randolph Drive  
Chicago IL 60601

COVERAGES JONLA02 CERTIFICATE NUMBER: 12154181 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	46WNS15500 (AOS) 46WBRS15501 (WT)	1/1/2013 1/1/2013	1/1/2014 1/1/2014	X [W/C STATU-TORY LIMITS] [OTH-ER] E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: New Hampshire Department of Administrative Services, Right Way Path (NH Route 106), Laconia, NH 03246.

<b>CERTIFICATE HOLDER</b>  <b>12154181</b>  New Hampshire Department of Administrative Service 25 Capitol Street, Room 212 Concord NH 3301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  