



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 23, 2026

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services (the “Department”) to enter into a certain Real Estate Services Agreement dated June 22, 2026 with CUSHMAN & WAKEFIELD OF NEW HAMPSHIRE, INC., a New Hampshire corporation with an address of 900 Elm Street, Suite 1301, Manchester, New Hampshire 03101 (“C&W”) (State Vendor Number 576199), for marketing, consulting, and brokerage services to be provided to the Department in connection with the anticipated disposal by sale of the Sununu Youth Services Center (SYSC) campus property located at 1056 River Road in Manchester, New Hampshire (the “Property”), such Agreement to become effective upon authorization by the Governor and Executive Council for a term of up to twenty-four (24) months. The maximum amount payable by the Department to C&W under the Agreement is a commission equal to four percent (4%) of the contract sale price of the Property up to Twenty-Five Million Dollars (\$25,000,000.00) plus two percent (2%) of any portion of the contract sale price that exceeds Twenty-Five Million Dollars (\$25,000,000.00). Such commission shall be payable solely out of gross proceeds due and payable to the State upon the closing of the anticipated sale of the Property. However, in the event of a buyer breach under an executed Purchase and Sale Agreement, certain C&W service costs itemized in an exhibit to the Agreement may be reimbursable to C&W solely out of any earnest money deposit retained by the State pursuant to such Purchase and Sale Agreement. Such reimbursement amount shall not exceed Thirty Thousand Dollars (\$30,000.00). **100% General Funds.**

## EXPLANATION

The Department seeks to enter into a Real Estate Services Agreement with C&W to provide real estate consulting, marketing, and brokerage services to the Department with regard to the proposed sale of the Sununu Youth Services Center (SYSC) campus property located in Manchester (the “Property”). With the assistance of C&W, the Department hopes to identify and engage with a suitable qualified buyer/developer who will purchase the entire Property as-is, in its then-current condition, pursuant to 2023 N.H. Laws 2:4, as subsequently amended, repealed, and reenacted.

The Department selected C&W through a competitive qualification and proposal process with heavy emphasis on demonstrating relevant success in past projects similar in size, character, scope, and complexity to the proposed sale and redevelopment of the Property. In response to a Request for Qualifications and Proposal issued on January 30, 2026 (the “RFP”), with a response submission deadline of March 31, 2026, each firm submitted a written response and proposal and gave a live presentation to the Department’s selection committee, which ranked the firms according to their submissions and presentations and awarded the highest rank to C&W. Proposed fees

were not considered in the actual selection process and were solicited primarily for use in plausible tie-breaking or deadlock scenarios that did not materialize. Furthermore, the Department reserved its rights under the RFP to (re)negotiate an acceptable fee directly with the successful respondent after making the initial tentative selection based on qualifications and experience. The RFP was posted on the Department's Bids and Contracts web page, but all three (3) respondents (plus several firms that chose not to respond) were directly solicited based on their well-established public reputations as national, full-service real estate firms having extensive experience marketing and selling large, complex redevelopment project assets similar in size, character, and location to the Property.

The proposed real estate services agreement provides that C&W will, among other duties, advertise and directly market the Property and collaborate with the Department to develop a "call for offers" (or similar) process through which C&W and the Department will solicit and evaluate offers to purchase the Property. Other duties include: reviewing the existing due diligence materials already possessed by the Department and stored on site by the Department of Health and Human Services (DHHS) and conducting further due diligence investigations and analyses of the Property; performing market analyses based on various likely reuses of the Property; developing a market valuation of the property that accounts for likely buyer costs of substantial demolition, zoning changes, land use permits, subdivision, and associated investments in utility infrastructure; creating a target buyer list; developing a marketing and direct solicitation plan to attract the best and highest quality offers; developing an offering memorandum and other marketing and buyer due diligence materials for the Property; advertising and actively marketing the Property on a local, regional, and national basis; and assisting the Department with assessing, analyzing, and comparing offers. The term of the proposed agreement is two (2) years, in anticipation of the extensive buyer contingencies expected in any purchase and sale agreement that may result, but the Department has the right to unilaterally terminate the agreement for any or no reason after one (1) year.

As indicated above, the proposed agreement provides that C&W will be paid a commission for brokerage services equal to four percent (4%) of the contract sale price up to Twenty-Five Million Dollars (\$25,000,000.00) plus two percent (2%) of any portion of the contract sale price exceeding Twenty-Five Million Dollars (\$25,000,000.00), to be due and payable solely out of gross sale proceeds upon the closing of any sale of the Property. The agreement also provides for the separate reimbursement of certain itemized "extra" costs up to a maximum total of not more than Thirty Thousand Dollars (\$30,000.00) upon the buyer's breach of an effective Purchase and Sale Agreement, such amount to be reimbursable solely out of any earnest money deposit retained by the State pursuant to such Purchase and Sale Agreement.

Based on the foregoing, I respectfully request authorization of the proposed real estate services agreement with C&W.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

REQUEST FOR QUALIFICATIONS AND PROPOSAL  
TO PROVIDE REAL ESTATE CONSULTING AND MARKETING SERVICES  
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES  
(RFP RPAM 2026-01)  
EVALUATION SUMMARY

	<u>Overall Rank</u>
Cushman & Wakefield	1
NAI Norwood Group	2
CBRE-Boulos	3

NOTE: Response ranking above is based entirely on qualifications, proposed services, the quality of the RFP response, and the quality of the live presentation.

Proposed Fees (not considered for selection or included in the Agreement as proposed)

Cushman & Wakefield: 4% of contract sale price up to \$25 million + 2% of contract sale price exceeding \$25 million; also, reimbursement of up to \$35,000 in optional seller-approved costs in the event that “the Property does not sell”

NAI Norwood Group: 8% of contract sale price up to \$1 million + 7% of contract price exceeding \$1 million up to \$2 million + 6% of contract price exceeding \$2 million up to \$3 million + 5% of contract price exceeding \$3 million up to \$4 million + 4% of contract price exceeding \$4 million up to \$5 million + 3% of contract price exceeding \$5 million up to \$6 million + 2% of contract price exceeding \$6 million

CBRE-Boulos: 5% of contract sale price; also, additional optional services may be offered at extra incremental cost to seller

NOTE: Proposed fees were not considered in the actual selection process and were solicited primarily for use in plausible tie-breaking or deadlock scenarios that did not materialize.

REAL ESTATE FIRM QUALIFICATIONS AND PROPOSAL  
EVALUATION COMMITTEE MEMBERS  
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

Jared J. Nylund, Esq., Real Property Asset Manager

James A. Shepard, Esq., Chief Legal Officer

Theodore Kupper, P.E., Director of Public Works

Sarah B. Lineberry, Court Facilities Superintendent

Mathew T. Stanton, Deputy Director of Procurement and Support Services

**STATE OF NEW HAMPSHIRE**  
**REAL ESTATE SERVICES AGREEMENT**

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 (“SELLER”), hereby grants to the undersigned CUSHMAN & WAKEFIELD OF NEW HAMPSHIRE, INC., a New Hampshire corporation having an address of 900 Elm Street, Suite 1301, Manchester, New Hampshire 03101 (“AGENT”), effective as of \_\_\_\_\_, 2026, the date upon which this Agreement was authorized by the Governor and Executive Council of the State of New Hampshire (the “EFFECTIVE DATE”) and shall expire on the TERMINATION DATE (as hereinafter defined), in consideration of AGENT’S agreement to list, market, promote, and provide additional services specified herein in support of the proposed sale of real property known as the John H. Sununu Youth Services Center (SYSC) campus tract (also formerly known as the “Youth Development Center (YDC),” the “State Industrial School,” and the “State Reform School”) located at 1056 River Road in the City of Manchester, New Hampshire, between River Road to the east and an active Boston & Maine railway corridor running along the east bank of the Merrimack River to the west, owned by SELLER, primarily consisting of approximately 151 acres of land in a single tax parcel (Tax Map 420, Lot 1), together with all buildings, structures, and other improvements situated thereon, and appurtenant easements across adjacent lands (the “PROPERTY”), the exclusive right to market, list, and solicit offers to purchase and redevelop said PROPERTY at such price **and on such terms and conditions as are acceptable to SELLER**. SELLER and AGENT specifically agree that the PROPERTY shall be advertised and marketed without any asking or list price, and that SELLER has not and does not intend to establish any asking or list price for the PROPERTY. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase the PROPERTY at such price and on such terms and conditions as are acceptable to SELLER, then SELLER agrees to pay AGENT a commission equal to four percent (4%) of said contract sale price up to Twenty-Five Million Dollars (\$25,000,000.00) plus two percent (2%) of any portion of said contract sale price that exceeds Twenty-Five Million Dollars (\$25,000,000.00). Any commission due under this paragraph shall be paid out of gross sale proceeds at closing, up to the extent of available gross sale proceeds. SELLER retains complete discretion to accept or reject any buyer or offer, and to close, or not close, or to otherwise act as SELLER chooses with respect to the sale of the PROPERTY. SELLER shall not pay any portion of any amount due to AGENT under this Agreement directly to any other party, commission or otherwise. It shall be the sole responsibility of the AGENT to pay any amount due under any agreement into which AGENT may enter to share or split any commission or fee earned hereunder by AGENT in its sole discretion. The parties agree that in the event that AGENT procures a contract buyer of the PROPERTY that eventually defaults on its obligation to purchase the PROPERTY pursuant to said buyer’s purchase and sale agreement with SELLER, certain extra expenses of AGENT that have been approved in advance by SELLER and listed on Exhibit A attached hereto (i.e., costs of additional services to be provided by AGENT or its subcontractors, said subcontractors and additional services to be identified on Exhibit A in conjunction with the total agreed cost of the corresponding additional services) and incorporated herein by reference shall be reimbursed to AGENT out of any earnest money deposit to be retained by SELLER, but only to the extent that such aggregate extra expenses of AGENT do not exceed the amount of any retained earnest money deposit.

2. THIS AGREEMENT SHALL BE IN EFFECT for two (2) years, commencing on the EFFECTIVE DATE and ending on the date two (2) years thereafter (the "TERMINATION DATE"), unless the PROPERTY is sold sooner. SELLER shall have the right to terminate this Agreement at the end of the first year for any or no reason, in its sole discretion, by providing written notice to the AGENT at least thirty (30) days prior to the first anniversary of the EFFECTIVE DATE. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement, as may be amended. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred by SELLER within one hundred eighty (180) days after the expiration or rescission of this Agreement to any party procured under this Agreement during the term hereof. "Procurement" for purposes of this Agreement shall include directly and individually providing substantive information about the PROPERTY, personally showing the PROPERTY, or directly presenting, soliciting, or receiving proposals to purchase and redevelop the PROPERTY to or from the ultimate purchaser, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, candor, confidentiality, reasonable care, diligence, and accounting. Throughout the pendency of this Agreement, and until such time as title to the PROPERTY has been successfully transferred to a third-party buyer thereof, AGENT shall not make any announcements, press releases, or other public statements regarding the PROPERTY without the express prior approval of the contents or substance of such statements by SELLER, which approval shall not be unreasonably withheld. The foregoing is not intended to restrict AGENT'S direct communications with prospective buyers in any way, but is rather intended to require prior SELLER approval of any press releases or other published statements directed toward the general public and the substance of all advertisements regarding the PROPERTY, its anticipated disposal by SELLER, or its anticipated purchase that are intended to be disseminated to or made accessible by the general public via print media, audio recording, video recording, internet, radio, or television broadcast.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between the EFFECTIVE DATE and a closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in listing, marketing, and soliciting proposals to purchase and redevelop the PROPERTY and to refer all inquiries of interested parties to AGENT. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, offers, or proposals regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS; NO DUAL REPRESENTATION. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer as a buyer agent.
- (c) Except as otherwise provided herein, the AGENT (as defined below) may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any party other than SELLER with respect to the PROPERTY unless and until: (1) this Agreement has been terminated; and (2) AGENT has waived in writing any further right to any commission or fee that could potentially come due hereunder after such termination. The parties agree that this covenant shall survive the termination of this Agreement.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) AGENT may place “For Sale” signs on the PROPERTY, provided that such signs must be removed after SELLER has entered into an agreement to sell the PROPERTY in order to minimize any public suggestion that the PROPERTY may be vacant for any length of time while it is under agreement. The parties acknowledge that the PROPERTY likely will continue to be occupied and operated by the New Hampshire Department of Health and Human Services (DHHS) at all relevant times prior to and until an agreement to sell the PROPERTY has been executed, but the PROPERTY is eventually expected to be vacated by DHHS when it moves the entire SYSC program to a new location now under construction in Hampstead, New Hampshire as early as December 2026 or January 2027, at which time the New Hampshire Department of Administrative Services (DAS) has been directed by the legislature to take custody of the PROPERTY until such time as a sale of the PROPERTY closes.
- (b) The PROPERTY will be advertised at AGENT’S discretion, in a manner consistent with the plan to market the PROPERTY to be sold and redeveloped, by AGENT in consultation with SELLER.
- (c) Until DHHS fully and finally vacates the PROPERTY, any access to the PROPERTY for purposes of showing the PROPERTY to prospective buyers, for purposes of conducting or enabling due diligence, or for any other purpose not directly related to the regular operation of the SYSC facility, must be arranged in advance with designated SYSC staff. SELLER, AGENT, and SYSC shall cooperatively determine a streamlined process to allow maximum access to all parts of the PROPERTY for prospective buyers accompanied by AGENT therein. Due to potentially hazardous conditions inside some of the buildings on the PROPERTY, all entry within any building or structure not currently occupied or regularly used by SYSC staff and/or residents shall be at the sole risk of the person entering said building or structure or, in the case of AGENT, its employee, principal, agent, contractor, or representative, at the sole risk of AGENT. As a result, at the discretion of SELLER acting in cooperation with DHHS, interior access to any

specific building may be prohibited or conditioned upon the prior execution and delivery of a waiver and release prepared by SELLER of all claims against SELLER or AGENT by each person desiring to enter, including, without limitation, any employee, agent, principal, or representative of AGENT. Due to heightened privacy concerns surrounding the residents of the SYSC facility, all of whom are minors under the age of eighteen (18) years, any entry within the secure SYSC facility on site shall only be allowed while accompanied by a designated SYSC staff escort. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.

- (d) AGENT may take exterior pictures of the PROPERTY upon reasonable prior notice to the SYSC.
- (e) AGENT may take interior pictures of the PROPERTY by prior arrangement with SELLER or the SYSC.
- (f) Video/virtual tour photography, including unmanned aerial vehicle (UAV) or drone footage, is allowed with SELLER'S express approval and by prior arrangement with the SYSC. AGENT covenants that any UAVs or drones used to create video or still photography of the PROPERTY shall be operated strictly in accordance with all applicable federal, state, and local laws, ordinances, and regulations, and that any photography or video footage containing a recognizable image of any individual person shall not be retained or used without the express written consent of the person whose image is to be retained. AGENT further covenants that no photography or video footage shall be taken of any of the residents or employees of the SYSC, and that any such photography or video footage that may be inadvertently or mistakenly obtained shall not be retained or used and shall be immediately deleted or destroyed.
- (g) With approval from SELLER, AGENT may disclose the existence of other proposals to purchase and redevelop the PROPERTY but not the details of such other proposals or the identities of the prospective buyer/developers.
- (h) AGENT may submit the PROPERTY listing data to a multiple listing service (MLS) or Co-Star, and it may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites, except as otherwise provided herein.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) Intentionally Omitted.

- (l) Any and all reports, studies, appraisals, test results, opinions of value, marketing materials, plans, and any other written work product, information about the PROPERTY, or deliverables developed or provided hereunder or in connection with this Agreement, shall be the property of the SELLER. Following the later of a sale of the PROPERTY or the termination of this Agreement, AGENT may use certain materials referenced in this section (l) with the prior written approval of SELLER.

7. TERMS OF ENGAGEMENT; ADDITIONAL SERVICES REQUIRED. AGENT hereby acknowledges and accepts the relationship of trust and confidence between SELLER and AGENT, and AGENT agrees to exercise professionally appropriate judgment in performing the services to be provided hereunder in furthering the interests of the SELLER and to furnish in a timely manner all information required of AGENT hereunder. All services performed by AGENT hereunder shall be performed in a diligent manner, consistent with the highest standards of professional skill and care. AGENT shall perform all services typical of a real property transaction of the character, complexity, and magnitude of the transaction(s) contemplated hereby, including, but not limited to:

- i. Reviewing SELLER's existing due diligence materials and reasonably cooperate with SELLER's conducting due diligence investigations and analyses of the PROPERTY, including with regard to environmental conditions, inventory and condition of buildings and other improvements, title encumbrances, historical or archeological resources on site, demolition requirements, land use and zoning, utilities, remaining state and local government tenants and users, and their relocation needs. Notwithstanding the foregoing, SELLER acknowledges that AGENT shall under no circumstances be liable to SELLER for any environmental conditions on the PROPERTY, including any hazardous materials and SELLER shall not rely on AGENT with respect thereto;
- ii. Performing market analyses based on various likely uses of the PROPERTY;
- iii. Analyzing the highest and best use(s) of the PROPERTY;
- iv. Developing a market valuation for the PROPERTY that accounts for likely buyer costs of demolition, zoning changes, land use permits, subdivision, and associated investments in utility infrastructure (SELLER agrees that such market valuation is in fact an estimate of value based upon AGENT's general knowledge of the marketplace as real estate brokers and shall not be deemed to be an appraisal nor should not be relied upon in the same manner as a real estate appraisal prepared by professional appraisers. In preparing a market valuation, AGENT will not have followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. The real estate market is subject to fluctuations and market data may be compiled utilizing data from comparable properties that vary from the PROPERTY. The market valuation is without guarantee or warrant as to what the subject PROPERTY would sell for and is simply intended to assist SELLER in determining an asking price for

the PROPERTY. It is understood that SELLER will not disclose the market valuation or its source to any other party without AGENT's prior written consent);

- v. Creating a target buyer list;
- vi. Developing an offering memorandum and other marketing and buyer due diligence materials for the PROPERTY;
- vii. Developing a marketing and direct solicitation plan to attract the highest quality offers;
- viii. Advertising and actively marketing the PROPERTY on a local, regional, and national basis;
- ix. Assisting SELLER with comparing and analyzing offers and assessing the organizational and financial strength of prospective buyers and their offers; provided that SELLER agrees that in determining the financial soundness of any prospective buyer, SELLER will rely solely upon SELLER 's own investigation and evaluation, notwithstanding AGENT's assistance in gathering any financial information.;
- x. Collaborating with SELLER on the design and execution of a buyer/developer offer solicitation and selection process, which may take the form of a "call for offers," and act as the default primary point of contact for the solicitation and receipt of all buyer/developer offers;
- xi. Soliciting proposed draft transaction documents from select buyer/developers; and
- xii. Performing other related services as reasonably requested by SELLER.

8. ADDITIONAL RESPONSIBILITIES OF AGENT. AGENT acknowledges and agrees that as a state government entity SELLER's actions regarding the PROPERTY are subject to certain government processes and procedures and oversight by certain elected government officials, including, without limitation, potential internal review and approval by statutory and/or legislative committees, and mandatory review, potential restriction, and final authorization by the Governor, individual Executive Councilors, and the Executive Council acting as a body. AGENT further acknowledges and agrees that the contemplated redevelopment of the PROPERTY by the successful buyer/developer likely will require the review and/or approval of various aspects of the contemplated project by various local, state, and federal government boards, committees, and agencies having jurisdiction over the PROPERTY or certain proposed changes in the uses thereof, and that in light of the contemplated structure of the proposed sale of the PROPERTY, some such reviews and approvals may be required prior to closing, which could result in an unusually lengthy contingency period under any purchase and sale agreement regarding the PROPERTY. Upon SELLER's request, AGENT agrees to advise, assist, and support SELLER in all governmental review and approval processes, to attend meetings and hearings (including public meetings and public informational hearings designed primarily to directly communicate tentative government plans or objectives to local or potentially affected

public citizens or other stakeholders and/or to elicit public comment or feedback), and to participate directly as a representative of SELLER as needed.

9. AGENT shall be fully responsible and primarily liable to SELLER for the actions of any other party with which AGENT may contract, excluding any brokers who represent the buyer (but only to the extent that AGENT has contracted with such brokers to split or share fees or commissions), to the extent that such actions are taken in partial or complete satisfaction of any obligations or responsibilities of AGENT hereunder. AGENT hereby agrees to disclose to SELLER the identity of any such party prior to formalizing its engagement therewith, and SELLER reserves the right to approve or reject such party in SELLER's reasonable discretion.

10. AGENT'S DEFAULT; TERMINATION BY SELLER. In the event that AGENT defaults in the observation or performance of any covenant, agreement, or obligation hereunder, and such default is not corrected or cured to the satisfaction of SELLER within thirty (30) days of SELLER providing written notice to AGENT specifying such default, SELLER may then terminate this Agreement immediately upon providing written notice to AGENT. Upon such termination, notwithstanding anything to the contrary provided herein, AGENT agrees that it shall have no further right to receive payment of any commission or fee contemplated herein that did not become due and payable under this Agreement prior to such termination. Nothing contained in this Section 10 restricts the right of SELLER to terminate this AGREEMENT at the end of the first year in accordance with Section 2 above.

11. CONDITIONAL OBLIGATIONS OF SELLER. Notwithstanding any provisions of this Agreement to the contrary, it is hereby expressly understood and agreed by AGENT that all obligations of SELLER hereunder are contingent upon the availability and continued appropriation of state government funds, and in no event shall SELLER be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, SELLER shall have the right to withhold any payment due until such funds become available, if ever, and shall have the right to terminate this Agreement in whole or in part immediately upon giving AGENT notice of such termination. SELLER shall not be required to transfer funds from any other account in the event that funding for the account from which any payments by SELLER are to be made hereunder is terminated or reduced. In the event that SELLER decides during the term of this Agreement not to proceed further with the marketing and sale of the PROPERTY as contemplated herein, regardless of the continued availability of appropriated funds, SELLER shall have the right to terminate this Agreement immediately upon providing written notice to AGENT, and AGENT agrees that it shall have no claim for compensatory or liquidated damages hereunder due to SELLER'S lack of appropriated funds therefor.

12. AGENT shall not assign or otherwise transfer any interest in this Agreement, and any attempt to accomplish such assignment or transfer shall be null and void and shall constitute a default of AGENT for purposes of Section 10 hereof. For purposes of this section, a Change of Control of AGENT shall be deemed an assignment. "Change of Control" means: (a) a merger, consolidation, transaction, or series of related transactions in which a new party, or a new group of affiliated parties, consolidates fifty percent (50%) or more of the voting shares or equity ownership interests of a business entity, or fifty percent (50%) or more of the total combined

voting power to direct the management of the business entity, or (b) the sale or transfer of all or substantially all of the assets of a business entity.

### 13. ADDITIONAL PROVISIONS.

- (a) AGENT acknowledges and agrees that this Agreement shall be subject to prior authorization by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that in accordance with 2023 N.H. Laws 2:4, as amended by 2025 N.H. Laws 141:181 and 141:357, any sale, lease, or exchange of the PROPERTY and any obligation of SELLER to pay a commission under this Agreement shall be specifically subject to final authorization prior to any closing by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges that during its currently ongoing 2026 session the New Hampshire legislature is presently considering further amendments to the above-cited directive to dispose of the PROPERTY that could alter or restrict AGENT'S and/or SELLER'S planned process for soliciting offers and/or effectively restrict the structure of offers that SELLER may be allowed to consider or accept. For example, one proposed provision in the pending legislation turns on whether a sale of the PROPERTY closes before or after June 30, 2027.
- (b) AGENT has obtained a current State Vendor Code from the State of New Hampshire Bureau of Purchase and 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 a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (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 representative of AGENT is duly authorized to execute this Agreement on behalf of AGENT.
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) This Agreement may not be amended, extended, or renewed except by a written instrument signed by all parties and only after authorization by the Governor and Executive Council of the State of New Hampshire.
- (f) Unless otherwise exempted by law, AGENT shall indemnify, defend, and hold harmless SELLER, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against SELLER, its officers or employees, by third parties, to the extent they are attributable to the negligent, reckless, or intentional conduct or omission

of AGENT. SELLER shall not be liable for any costs incurred by AGENT arising from AGENT'S negligent, reckless or intentional conduct or omission. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of SELLER, which immunity is hereby reserved. This covenant shall survive the termination of this Agreement. Under no circumstances shall AGENT be liable to SELLER for: any lost or prospective profits; diminution in value; any indirect, consequential, business interruption, special, incidental, punitive or exemplary losses or damages, in each case whether based in contract, warranty, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or cause thereof.

- (g) AGENT agrees that at all times during the effective term of this Agreement AGENT shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor to obtain and maintain in force, the following types and minimum amounts of insurance coverage:
- (i) Commercial general liability coverage against all insurable claims of bodily injury, death, or property damage in amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate or excess;
  - (ii) Professional liability coverage in an amount of \$2,000,000 per occurrence and \$4,000,000 aggregate (if coverage is "claims made," then the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract); and
  - (iii) Workers' compensation insurance and employers' liability insurance as required by law.
- (h) This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire. Any actions or disputes arising out of or related to this Agreement shall be brought and maintained in the New Hampshire Superior Court, which shall have exclusive jurisdiction thereof. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable, invalid, or contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.
- (i) Pursuant to the requirements of New Hampshire RSA 331-A:25-b(I)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of AGENT and/or any sub-agents who are acting on behalf of SELLER when said AGENT and/or subagent(s) are acting within the scope of the agency relationship created by this Agreement pursuant to RSA 331-A.
- (j) Solely for the limited purpose of enabling AGENT's strict compliance with the language of Rea 404.04(b)(2) of the Administrative Rules of the New Hampshire Real Estate Commission, the statutory purpose of which cited rule as applied in this instance is to regulate the conduct of real estate brokers licensed in New Hampshire specifically with regard to the required contents of a so-called "listing contract" in order "to ensure that


[AGENT] meet[s] and maintain[s] minimum standards which promote public understanding and confidence in the business of real estate brokerage” (Rea 404.04(b)(2) and RSA 331-A:1; *see* RSA 331-A:25, I), and in full acknowledgment of the fact that SELLER has not and does not intend to establish an asking price for use in marketing the PROPERTY for sale and instead desires to allow the market to set the price, SELLER and AGENT agree to arbitrarily designate Eighty Million Dollars (\$80,000,000) as an asking price for the PROPERTY and further agree that the foregoing asking price is wholly fictitious and serves no purpose under this Agreement other than to demonstrate AGENT’s compliance with Rea 404.04(b)(2). The parties hereby agree to the foregoing in acknowledgement of the fact that this entire Agreement will become a matter of public record when submitted to the Governor and Executive Council of the State of New Hampshire for final authorization, and public disclosure of an actual agreed asking or listing price through this Agreement under present circumstances could severely undermine SELLER’S objective and responsibility to maximize the value that it receives from the sale of the PROPERTY.

- (k) Each party represents to the other that, to the knowledge of the representing party, neither the representing party nor any of its shareholders, owners, directors, officers, or employees is: (a) Blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under any applicable laws related to the import and export of goods/technology/services, economic or financial sanctions, trade embargoes, or other restrictions on trade (“Sanctions & Trade Controls”); (b) Located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls (e.g., Crimea, Cuba, Iran, Syria, or North Korea); or (c) Currently, or within the past five (5) years has been, engaged in any activity that could reasonably be expected to result in any violation of any applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements (“AML Laws”).
- (l) In connection with this Agreement, to the knowledge of the corresponding party, each party and its respective shareholders, owners, directors, officers, or employees presently comply with, will comply with in the future, and will not violate any applicable laws (“Applicable Laws”), including, but not limited to: (a) Applicable Laws related to anti-bribery or anti-corruption (“Anti-Corruption Laws”), including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010; (b) Applicable Laws related to Sanctions & Trade Controls, including, but not limited to, those administered and enforced by the United States (e.g., U.S. Export Administration Regulations, the International Traffic in Arms Regulations, U.S. Antiboycott Regulations) and the United Kingdom (e.g., as administered and enforced by the Office of Financial Sanctions Implementation); and (c) Applicable AML Laws, including, but not limited to, the Bank Secrecy Act, Money Laundering Control Act of 1986, USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism, Crime and Security Act 2001. If either party becomes aware of any suspected or actual violation of Applicable Laws, in connection

with this Agreement, such party will immediately notify the other party, unless prohibited by law.


(m) Subject to SELLER's prior approval, which approval shall not be unreasonably withheld, AGENT may include in or with the offering memorandum, and/or any other marketing or due diligence materials to be provided to prospective buyers, written statements indicating the source(s) of included information regarding the PROPERTY and that the recipient is solely and fully responsible for conducting its own due diligence with regard to the PROPERTY and should not rely solely on the information provided by AGENT, and appropriate written disclaimers of AGENT's responsibility or liability with regard to the PROPERTY or the accuracy or completeness of any information provided by AGENT regarding the PROPERTY of which AGENT is not the original source.

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

By:   
\_\_\_\_\_  
Charles M. Arlinghaus, Commissioner

Date: 6/23/26

CUSHMAN & WAKEFIELD OF NEW HAMPSHIRE, INC. ("AGENT")

By:   
\_\_\_\_\_  
Robert N. Skinner,  
Managing Principal, New England

Date: June 22, 2026

EXHIBIT A

(Proposed Extra Estimated Expenses of AGENT to be Subject to Approval by SELLER)

<u>Amount (\$)</u>	<u>Additional Service</u>	<u>Subcontractor</u>
1. \$1,000	Extra Large Image of site on sign	Boston Building Wraps
2. \$1,000	Over Standard Glossy/High-end offering OM	Print House
3. \$12,000	Extra Public Relations	Montagne Powers
4. \$2,000	Sign Replacement/Re-installation (if signage is removed due to PSA, or termination of PSA)	Boston Building Wraps
5. \$1,800	Photography/Videography (drone & ground still photos, drone video of exterior & aerial)	Nate Atwater Photography
6. \$10,000	Civil Engineer Massing Study (Highest & Best Use)	VHB or alt. vendor

# State of New Hampshire

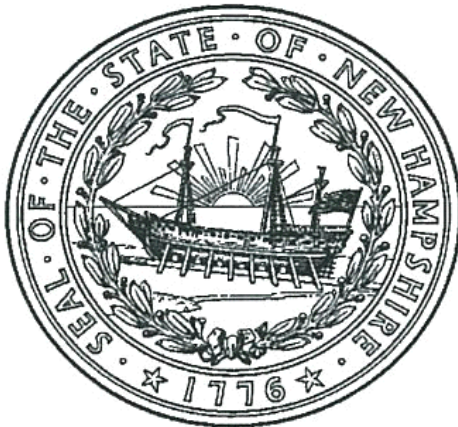
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CUSHMAN & WAKEFIELD OF NEW HAMPSHIRE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 09, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **140987**

Certificate Number: **0007953579**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of June A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular outline.

David M. Scanlan  
Secretary of State

## CERTIFICATE OF AUTHORITY

The undersigned, Todd Schwartz, hereby certifies that he is the duly appointed or elected and qualified Regional President, Northeast of CUSHMAN & WAKEFIELD OF NEW HAMPSHIRE, INC., a New Hampshire corporation (the “**Corporation**”), and that, as such, he is duly authorized to execute and deliver this Certificate of Authority on behalf of the Corporation. The undersigned hereby further certifies on behalf of the Corporation:

That the Corporation has been duly and properly authorized in accordance with its Articles of Incorporation and Bylaws to enter into a certain Real Estate Services Agreement (the “**Agreement**”) with the State of New Hampshire to provide consulting, marketing, and real estate brokerage services with regard to the State’s anticipated disposal by sale of approximately 151 acres of land together with all buildings, infrastructure, other improvements situated thereon, and all appurtenances thereto, known generally as the John H. Sununu Youth Services Center (SYSC) campus tract (also formerly known as the “Youth Development Center (YDC),” the “State Industrial School,” and the “State Reform School”), located at 1056 River Road in the City of Manchester, New Hampshire (Tax Map 420, Lot 1) (the “**Real Property**”); and that Robert N. Skinner, as the New England Managing Principal of the Corporation, has been, and is, duly and properly authorized and directed to execute and deliver the Agreement in the name and on behalf of the Corporation, and to negotiate, execute, and deliver in the name and on behalf of the Corporation any and all agreements, certificates, instruments, and any other documents deemed necessary or appropriate in the New England Managing Principal’s discretion in connection therewith.

Dated: June 23, 2026



---

Todd Schwartz



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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 have ADDITIONAL INSURED provisions or 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	<b>CONTACT NAME:</b> Tim Schwieters <b>PHONE (A/C, No, Ext):</b> (773) 395-8868 <b>E-MAIL ADDRESS:</b> Tim.Schwieters@aon.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Travelers Property Cas Co of America	25674	INSURER C: The Travelers Indemnity Co of CT	25682	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
<b>INSURED</b> Cushman & Wakefield U.S., Inc. 225 West Wacker Drive, Suite 3000 Chicago, IL 60606															

**COVERAGES**

CERTIFICATE NUMBER: 1204564

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G49374185 SIR applies per policy terms & conditions	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NA PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-0P135893-26-51-K (AOS) UB-8N678063-26-51-R (AZ, WI) TWXJUB-4286L405-TIL-26 (OH) Policy above includes \$500,000 SIR	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: Cushman &amp; Wakefield of New Hampshire.

**CERTIFICATE HOLDER****CANCELLATION**

26-27 GLALWC (Cush&amp;Wake U.S. Inc.)

1204564

Cushman & Wakefield U.S. Inc.  
 900 Elm Street, Suite 1301  
 Manchester, NH 03101 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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<b>PRODUCER</b> Aon UK Limited 122 Leadenhall Street London EC3V 4AN United Kingdom	<b>CONTACT NAME:</b> Victoria Goldin
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Victoria.Goldin@aon.com
<b>INSURED</b> Cushman & Wakefield U.S., Inc. 225 West Wacker Drive, Suite 3000 Chicago, IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> See Attached
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1204570

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						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"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	E&O - MPL - Primary			PSDEF2500578 Claims-Made Policy; SIR applies per policy terms & conditions	12/31/2025	12/31/2026	Each Claim \$2,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

As respects Errors and Omissions Liability policy PSDEF2500578, Aon Risk Services Central, Inc. is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policy. Named Insured Includes: Cushman & Wakefield of New Hampshire.

**CERTIFICATE HOLDER****CANCELLATION**

25-26 Cush &amp; Wake E&amp;O

1204570

<b>Cushman &amp; Wakefield U.S. Inc.</b> 900 Elm Street, Suite 1301 Manchester, NH 03101 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 <i>Aon UK Limited</i>

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon UK Limited		NAMED INSURED See Below
POLICY NUMBER See Below		
CARRIER See Below	NAIC CODE	EFFECTIVE DATE: 12/31/2025 to 12/31/2026

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25      **FORM TITLE:** Evidence of Professional Indemnity Insurance

**PROFESSIONAL INDEMNITY COVERAGE – PRIMARY**

**NAMED INSURED:**

**Cushman & Wakefield, Inc.  
Cushman & Wakefield U.S., Inc.  
C&W Facility Services  
Cushman & Wakefield ULC  
Cushman & Wakefield Ltd.**

**Policy No. PSDEF2500578**

Great Lakes Insurance SE- XIS G5101 - MR F&C London – 30% (ROW)

Great Lakes Insurance SE - XIS G6307-MR F and C Munich – 30% (EEA)

Allied World Assurance Co. Ltd. (Australia Branch) – 14%

Greenwich Insurance Co. – 19.48%

Liberty Mutual Insurance Co. – 15.88%

Lloyd's of London Syndicate 1274 AUL – 4.76% (ROW)

Lloyd's Insurance Company S.A. 5323 AUL – 4.76% (EEA)

XL Insurance Company SE (Australian Branch) – 15.88%



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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<b>PRODUCER</b> Aon UK Limited 122 Leadenhall Street London EC3V 4AN United Kingdom	<b>CONTACT NAME:</b> Victoria Goldin	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Victoria.Goldin@aon.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Endurance Worldwide Insurance Ltd.	AA1124129
<b>INSURED</b> Cushman & Wakefield U.S., Inc. 225 West Wacker Drive, Suite 3000 Chicago, IL 60606	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1204563

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSUSA2606416	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 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	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: Cushman &amp; Wakefield of New Hampshire.

**CERTIFICATE HOLDER****CANCELLATION**

26-27 Excess Liab (CushWake)

1204563

<b>Cushman &amp; Wakefield U.S. Inc.</b> 900 Elm Street, Suite 1301 Manchester, NH 03101 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 <i>Aon UK Limited</i>

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