

JONES LANG LASALLE INC

Form 5

February 07, 2002

FORM 5

() Check this box if no longer
subject to Section 16. Form 4
or Form 5 obligations may continue.
See Instruction 1(b).

() Form 3 Holdings Reported

() Form 4 Transactions Reported

U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
ANNUAL STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange
Act of 1934, Section 17(a) of the Public Utility
Holding Company Act of 1935 or Section 30(f) of the
Investment Company Act of 1940

1. Name and Address of Reporting Person

Robin S. Broadhurst
c/o Jones Lang LaSalle Incorporated
200 East Randolph Drive
Chicago, IL 60601

2. Issuer Name and Ticker or Trading Symbol

Jones Lang LaSalle Incorporated, JLL

3. IRS IDENTIFICATION NUMBER OF REPORTING PERSON, IF AN ENTITY (VOLUNTARY)

4. Statement for Month/Year

2001

5. If Amendment, Date of Original (Month/Year)

6. Relationship of Reporting Person to Issuer (Check all applicable)

(X) DIRECTOR
() 10% OWNER
(X) OFFICER (GIVE TITLE BELOW)
() OTHER (SPECIFY BELOW)

CHAIRMAN OF EUROPE, SUBSIDIARY

7. Individual or Joint/Group Filing (Check applicable line)

(X) Form filed by One Reporting Person
() Form filed by More than One Reporting Person
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TABLE I

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Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)

Common Stock

2. Transaction Date (Month/Day/Year)

7/1/01

3. Transaction Code (Instr.8)

P

4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)

3,473, A, \$11.31

5. Amount of Securities Beneficially Owned at End of Issuer's Fiscal Year
(Instr. 3 and 4)

157,665

6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)

D

7. Nature of Indirect Beneficial Ownership (Instr. 4)

Reminder: Report on a separate line for each class of securities
beneficially owned directly or indirectly.

TABLE II

Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)

- (i) Grant of Restricted Stock Units
- (ii) Vesting of Restricted Stock Units

2. Conversion or Exercise Price of Derivative Security

- (i) \$13.50
- (ii) \$11.31

3. Transaction Date (Month/Day/Year)

- (i) 1/1/01
- (ii) 7/1/01

4. Transaction Code (Instr. 8)

- (i) A

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(ii) S

5. Number of Derivative Securities Acquired (A) or Disposed of (D)
(Instr. 3, 4, and 5)

(i) 4,863, A

(ii) 3,473, D

6. Date Exercisable and Expiration Date (Month/Day/Year)

(i) Vests with respect to one-half of the shares eighteen and
thirty months from the date of grant.

(ii) Vests with respect to one-half of the shares eighteen and
thirty months from the date of grant.

7. Title and Amount of Underlying Securities (Instr. 3 and 4)

(i) Common Stock, 4,863 Shares

(ii) Common Stock, 3,473 Shares

8. Price of Derivative Security (Instr. 5)

N/A

9. Number of Derivative Securities Beneficially Owned at End of Year
(Instr. 4)

8,336

10. Ownership of Derivative Security: Direct (D) or Indirect (I) (Instr. 4)

D

11. Nature of Indirect Beneficial Ownership (Instr. 4)

EXPLANATION OF RESPONSES:

/s/ Gordon G. Repp as Attorney-in-Fact

February 7, 2002

**SIGNATURE OF REPORTING PERSON

Date

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INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACTS CONSTITUTE FEDERAL CRIMINAL VIOLATIONS. SEE 18 U.S.C. 1001 AND 15 U.S.C. 78FF(A).

nless terminated by the Company, in the Company's sole discretion, upon notification to Mr. Jilla at least eighteen months prior to the end of the then current term.

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The CIC Agreement provides that if within two years after the occurrence of a change in control of the Company (as defined in the CIC Agreement), (i) the Company terminates Mr. Jilla's employment other than for cause or (ii) Mr. Jilla terminates his employment following a material reduction in his duties or reporting responsibilities, annual base salary, status or working conditions, then the Company is required to pay Mr. Jilla a payment equal to (A) two times Mr. Jilla's annual base salary in effect immediately before such termination or material reduction, plus (B) two times Mr. Jilla's targeted annual cash incentive bonus in effect immediately prior to the termination or change in circumstances, plus (C) the pro rata portion of Mr. Jilla's targeted annual cash incentive bonus in effect immediately prior to the termination or change in circumstances. In addition, any unvested stock options and restricted shares would accelerate. As a condition to receiving his severance payment, Mr. Jilla would be required to execute a general release in favor of the Company.

Under the terms of the CIC Agreement, "cause" is generally defined to include (i) the willful and continued failure by the executive to substantially perform his duties (other than any such failure resulting from his incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the executive by the Company, (ii) the willful engaging by the executive in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise, or (iii) the executive's conviction of, or entering a plea of nolo contendere to, a felony.

A change in control of the Company will generally be deemed to have occurred under the CIC Agreement if (i) a person or entity, other than members of the Jacobson or Gershwind families, acquires beneficial ownership of 50% or more of the combined voting power of the Company's voting securities, (ii) there is a change in the Board as a result of which the Board members cease to constitute a majority of the Board, (iii) there is a consummation of a merger or consolidation, other than a merger or consolidation that results in the shareholders of the Company holding more than 50% of the combined voting power of the voting securities of the surviving entity, (iv) there is a liquidation or dissolution approved by the shareholders of the Company, or (v) there is a consummation of a sale of all or substantially all of the Company's assets.

In addition, if Mr. Jilla's employment is terminated after the occurrence of a change in control as described above, the Company is required to provide Mr. Jilla with outplacement services for up to six months and healthcare coverage, if elected by Mr. Jilla, for up to 18 months. Mr. Jilla is also entitled to receive, at the Company's expense, the automobile allowance provided under the CIC Agreement for the lesser of two years and the remainder of the automobile lease in effect following the termination of his employment.

Under the CIC Agreement, the amount of severance benefits would be subject to reduction to the extent that the after-tax payments would be increased as a result of the payments being classified as "excess parachute payments" under Section 280G of the Internal Revenue Code of 1986.

The foregoing description of the CIC Agreement is not complete and is qualified in its entirety by reference to the full terms and conditions of the CIC Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

Exhibit Index

| Exhibit No. | Description |
|------------------------|---|
| 10.1 | Change in Control Agreement, dated September 24, 2015 between MSC Industrial Direct Co., Inc. and Rustom Jilla. |
| 99.1 | Press Release, dated September 24, 2015, issued by MSC Industrial Direct Co., Inc. |

SIGNATURES

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

MSC INDUSTRIAL DIRECT CO., INC.

Date: September 24, 2015 By: /s/ Rustom Jilla

Name: Rustom Jilla

Title: Executive Vice President and Chief Financial Officer

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