

WA Golf Company, LLC/Liberty National Golf Club

Response to:

Request for Proposal For:

CAVEN POINT RECREATIONAL AMENITIES

at

LIBERTY STATE PARK

Proposal Submission Due Date: December 22, 2017

RFP Issued By:

**State of New Jersey
Department of Environmental
Protection
Division of Parks and Forestry
Trenton, New Jersey 08625-0420**

Response Submitted by:

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RFP Issued To:

**State of New Jersey
Department of Environmental
Protection
Natural & Historic Resources
Office of Leases & Concessions
Trenton, New Jersey 08625-0420**

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INTRODUCTION

WA Golf Company, LLC ("WA Golf") on behalf of the Liberty National Golf Club, ("LNGC", "Golf Club" or "Liberty National") is pleased to respond to the Request for Proposal ("RFP") for Caven Point Recreational Amenities at Liberty State Park. The Proposal will allow Liberty National to utilize its extensive first-hand experience with the Caven Point area to provide unique and first-class improvements and amenities that will result in significant public benefits to Liberty State Park, the surrounding community and the State of New Jersey.

As exemplified by its very existence, Liberty National has a demonstrated commitment to enhancing recreational life in the Caven Point area through the sport of golf. What was previously an abandoned industrial site is now a world-renowned golf course that, with the award of this proposal, stands to generate over a billion dollars in revenue to the State of New Jersey over the next twenty-five years. Now, with the RFP for Caven Point Recreational Amenities, LNGC has a rare opportunity to not only expand public enjoyment of the region, but to also to install a new chapter of the First Tee youth development non-profit organization on site at Liberty National Golf Course in Hudson County, ("the First Tee"), and promote life-enhancing values to underprivileged youth in the area. The award of the RFP will also protect the landscape of the Hudson River at Caven Point by restricting over 100 acres of the existing Liberty National Golf Course to recreational golf use during the lease term. Additionally, through the award of the RFP, Liberty National is also committed to preserving the existing Caven Natural Area Beach and to offer equipment that will provide the public with unsurpassed recreational and educational experiences.

The following Proposal seeks to expand Liberty National's current operations by leasing adjoining property, known as the Peninsula or a portion of Caven Point, in order to open portions of Liberty National's current golf course to develop the First Tee Hudson County Headquarters, an ancillary golf training facility that will be available for the Program and to also make significant improvements to Liberty State Park. The First Tee Program uses golf as a vehicle for teaching important personal development skills to youth of disenfranchised backgrounds. The unique educational curriculum is based upon the notion that early development of values inherent in the game of golf, such as goal-setting, self-discipline, and responsibility, can have a significant positive social impact during the formative years of a child's life. The First Tee's mission is to offer guidance to at-risk youth and prepare them for a future of academic and social success. The Proposal will also result in needed improvements to access and the facilities within Liberty State Park for the public benefit.

Consistent with Liberty National's mission, Caven Point offers an inspiring setting for such recreational and educational activities. However, just as was the case with the prior site



upon which LNGC lies, the Peninsula is presently underutilized. The Peninsula is disjointed and not contiguous with Liberty State Park, which has constrained public access and prevented full use and enjoyment of the land. The Peninsula is also historically contaminated and the area is in need of environmental investigation and remediation to be protective of human health and the environment. Liberty National's proposal would result in environmental investigation and remediation/capping of this area.

LNGC is also uniquely poised to alleviate the accessibility constraints of the Peninsula with a geographic position that is second-to-none. The golf course is positioned directly adjacent to the Peninsula in an optimal location to enhance use of the land and LNGC can use its proven experience with the area to make significant improvements to Liberty State Park for the public benefit. Moreover, the award of this RFP to LNGC will produce a synergy that will result in long-term, substantial economic benefits to the State of New Jersey. As explained in greater detail herein, Liberty National's proposal would relocate the 9th, 10th, and 11th holes of its golf course from their present location south of Chapel Avenue to the Peninsula. The land where those holes will be relocated from would thereafter be repurposed into a driving range and an ancillary training facility where the First Tee Hudson County headquarters will be housed. Liberty National's proposal will also result in numerous improvements to Liberty State Park, including an Ecological Educational Walkway that will include educational signage and landscaping with new, native vegetation plantings along its route and replacement and improvement of a section of the Hudson River Walkway with similar enhancements. LNGC will also preserve the Caven Natural Area Beach and offer equipment that will provide recreational and educational uses of this area. LNGC is also committed to making other needed physical improvements throughout the Park, as well as offering an endowment for Jitney service to better connect all guests traveling to the Park from various outlets.

By repurposing part of Liberty National's private property for educational and recreational use, and relocating some of Liberty National's current activities to the Peninsula, LNGC is best-suited to facilitate the goals of the RFP. The award of the RFP to Liberty National will create a first-class educational facility for local Hudson County youth through the First Tee Program and will result in dramatic improvements to the overall landscape of Caven Point, including the creation of preeminent waterfront walkways, much needed emergency access and other upgrades within Liberty State Park. The award of the RFP to Liberty National will also result in over 100 acres of the existing LNGC to be deed restricted to recreational golf use during the term of the lease, which will protect this crown jewel of our State from development. Moreover, Liberty National has the demonstrated experience and financial wherewithal to undertake projects of such significant magnitude in an economically and



environmentally conscientious manner, making it undoubtedly the best candidate for the subject RFP.

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4.4.1 FORMS (Part 1)

4.4.1.1 Affirmative Action Employee Information

Exhibit C

4.4.1.2 Business Registration; Stock Ownership

Exhibits D, E

4.4.1.3 Pay to Play

Exhibits E, F, G





4.4.2 BACKGROUND INFORMATION (Part 2)

WA Golf, the owner of LNGC, was incorporated in the State of Delaware on February 27, 2002, and has been in business and operated solely under this name for the past fifteen plus (15+) years. See Ex. M, Certificate of Formation. The company presently operates under the following leadership:

Manager	[REDACTED]
Executive Vice President	[REDACTED]
Chief Financial Officer	[REDACTED]
Registered Agent	State of Delaware 1209 Orange Street Wilmington, Delaware 19801

Over the course of its existence, WA Golf has never failed to complete any contract it was awarded. WA Golf's strong dedication to its business commitments is reflected in the reputation of WA Golf's principal membership. In the past five (5) years, no officer or principal of the company has been a part of any organization that failed to complete a contract.

WA Golf will approach the RFP with this same level of dedication that has driven its past successes. WA Golf manages each opportunity with the level of attention and cooperation needed to ensure goals are met and conflicts are avoided. Perhaps in part due to this approach, WA Golf can proudly report that neither the company, its officers or principals are the subject of any present litigation, arbitration, or any judgments whatsoever, nor have they been for the past five years. In addition, the company's leadership is comprised of upstanding citizens who have never been convicted of, or been the target of, any criminal or administrative investigations. Nor have its officers, principals or owners ever been the subject of disciplinary in the form of disqualification, suspension, or disbarment from any government contracts.

WA Golf is presently the owner of a liquor license issued by the New Jersey Division of Alcoholic Beverage Control ("NJ ABC"). The company, as well as its officers, principals and owners, have never been denied an application for a NJ ABC liquor license or been the subject of any discipline resulting from the possession of a NJ ABC liquor license, whether it be in the form of a suspension, revocation, or fines. Paul Fireman, a principal in WA Golf has been a member of entities which have owned or controlled a liquor license in other jurisdictions including Massachusetts, Arizona and Puerto Rico which, to the best of WA Golf's knowledge, have never



been subject to any violations or discipline. The company, and its other officers, principals and owners have never possessed a liquor license from any other issuing authority, or been subject to discipline stemming from such license.

WA Golf and its principals and corporate affiliates have over twenty-five years' experience in building, maintaining and operating premium golf and country clubs throughout the United States. In the 1990s, the principals of WA Golf began construction on a now world-renowned golf course, clubhouse and related facilities on a former landfill and brownfield site adjacent to Liberty State Park. Opened in 2006, the Liberty National Golf Club is an 18-hole championship level golf course on the banks of the Hudson River, providing unsurpassed views of the New York City skyline, as well as the Hudson Bay and Verrazano Narrows Bridge. Liberty National also provides daily use of the course during the golf season, lessons and training from the Club's onsite professionals, a pro-shop, a driving range and other training facilities.

Liberty National has been the host of multiple professional and amateur golf tournaments, including The Barclays, the first leg of the FedEx Cup playoffs in 2009 and 2013, and, most recently, the 2017 President's Cup, which was attended by three past United States Presidents as well as the sitting President and was broadcast to over 1.4 billion households throughout the world. Such events are often nationally televised and attended by media affiliates and tens of thousands of spectators. In conjunction with the PGA TOUR, Liberty National has deftly provided a first-class experience for its visitors and ensured safe and successful use of the Club's facilities.

In addition to providing an internationally renowned golf course, Liberty National has been the host of countless events from private parties to charitable events which are hosted on site weekly and open to the public. The Golf Club employs a full time professional event hosting staff, including an on-site Executive Chef and Professional Event Planner. The Golf Club consists of numerous dining and entertainment facilities designed for events of all sizes from small gatherings, to weddings, to corporate functions. Since opening, Liberty National Golf Course and its staff have provided countless events to members and guests alike.

Among the professional tournaments hosted by Liberty National are the following:

- Barclays Cup First Tee Tri-Match – 2007
- USGA Girls Junior Qualifier – June 25, 2009
- The Barclays, First Stop of The FedEx Cup Playoffs – August 2009 – Champion Heath Slocum
- NJPGA Match Play – May 13th, 2013 – Champion Brian Gaffney



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- The Barclays, First Stop of The FedEx Cup Playoffs – August 2013 – Champion Adam Scott
 - First Tee Trustee Outing – 2013 & 2016
 - The First Tee Classic at Liberty National Golf Club – 2015 & 2016
 - Liberty National Junior Invitational/Challenge Cup – 2014 - 2017
 - The Presidents Cup 2017 – September 26th to October 1st

This year's Presidents Cup generated more than \$10.7 million and will be distributed to charitable causes around the world as chosen by the 34 players, captains and captain's assistants.

Alongside the millions of dollars raised by the tournaments and events hosted at Liberty National, the following entities have utilized the Club's facilities for charitable events and fundraisers

- Jersey City Medical Center
- Tunnel to Towers
- Heart 9|11
- Birdies for Breast Cancer
- Newark Mentoring Movement
- Make a Difference
- Ronald McDonald House
- Peter Westbrook Foundation
- Project Evergreen to Restore Ellis Island after Hurricane Sandy 2014



4.4.3 TECHNICAL PROPOSAL (Part 3)

4.4.3.1 Operation Plan

Liberty National has developed a specific operation and implementation plan in order to carry out this proposal if it is deemed the successful bidder. As the operator of Liberty National, WA Golf would enter into a twenty-four (24) year lease with the State of New Jersey, with a term that would commence once the 9th, 10th, and 11th holes are relocated onto the Peninsula and operational. See Ex. B (Proposed Lease Agreement).¹ Liberty National would then be able to demolish the existing 9th, 10th, and 11th holes to make way for the First Tee Program educational facilities. The award of the RFP to Liberty National would not only repurpose portions of LNGC's privately owned property for the First Tee Program, but also make first-class and needed improvements to Liberty State Park.

The Proposal is realistic and attainable because LNGC has already developed plans and specifications for improvements within Liberty State Park and the proposed three golf holes that would be located on the Peninsula. Upon an award of this RFP, Liberty National would seek the appropriate approvals and permitting necessary to carry out the Proposal. Specifically, the Peninsula would be incorporated into LNGC and Liberty National will repurpose the current location of its 9th, 10th, and 11th holes with first-class facilities that will significantly benefit the public by developing the First Tee Hudson County Headquarters. If awarded the RFP, Liberty National will also construct an Ecological Educational Walkway within Liberty State Park and reconstruct a portion of the Hudson River Walkway adjoining the Peninsula to create preeminent waterfront walkways that will offer a new educational experience to the Park's visitors. Liberty National is also committed to providing for emergency access, Jitney service and other upgrades within Liberty State Park as noted in Section 4.4.3.2.

4.4.3.2 Specific Plan Content

i. Description of the recreational amenities the bidder will provide

The 9th, 10th, and 11th holes of the current golf course will be relocated to the proposed leasehold. This arrangement would further contribute to the world-class quality of the current golf course by utilizing land use patterns that are more efficient and free up other property for public and charitable uses as outlined in (iv) below.

¹ The proposed Lease, attached at Exhibit B, is accompanied with the MacBride and Iran Disclosure Forms attached at Exhibit H.



The Peninsula currently includes an elevated walkway. However, access and use of the site is difficult and involves a disjointed and confusing route. Presently, Liberty State Park personnel and its visitors must traverse a complicated route around LNGC, through the Port Liberte residential community, just to access the Peninsula. As part of the award of the Proposal, Liberty National will create a new Ecological Educational Walkway within Liberty State Park that can be used by school children and other park visitors as a nature walk and also reconstruct the section of the Hudson River Walkway that adjoins the Peninsula. These walkways would include educational signage and landscaping that will include new plantings of native species, which will significantly enhance the public's enjoyment and usage of Liberty State Park. WA Golf will also provide for emergency access to the Peninsula and provide a significant endowment for the Jitney service as well as improvements to the Park's picnic area. Thus, the Proposal will not only result in a first-class educational program for underprivileged youth, but it will also result in other significant improvements that WA Golf will make to the overall Liberty State Park. These improvements will include upgrades to the Park's educational programs and facilities, making the Park easier to access and enjoy by its visitors.

Through this Proposal, WA Golf will be able to realize the vision of bringing exceptional educational programs to the Hudson County region by creating the headquarters of the First Tee Program. The Proposal would also create a golf training center on LNGC that can be used by the Club as well as the First Tee Program. The development of these improvements within LNGC will create the opportunity for more charitable events that will create a significant public benefit. Moreover, WA Golf's Proposal will make improvements to the larger Park, which will greatly enhance the existing public recreational uses, natural resources and ecological values of Caven Point and Liberty State Park.

a. RECREATIONAL AMENITIES WITHIN LNGC:

Through the award of this RFP, WA Golf will be able to provide world class recreational amenities at LNGC that will greatly benefit the State of New Jersey and the region. First, the proposed training facility and the First Tee Hudson County Headquarters at Liberty National will create a first-class, unique educational and recreational experience for the benefit of underprivileged youth in the area. Further, the relocation of the 9th, 10th, and 11th holes to the Peninsula stands to generate over a billion dollars in revenue to the State of New Jersey over the next twenty-five years that will result from more PGA TOUR tournaments at LNGC. These improvements will also create opportunities for tournament plays by other organizations that have the potential to generate even more revenue for the State.



1. THE FIRST TEE

The Proposal seeks to bring the First Tee Program to Hudson County and establish a new headquarters. The First Tee was founded nationally in 1997 with the goal of increasing diversity in golf and introducing positive life skills to youth through the game. Over the past twenty years, the First Tee has grown exponentially with millions of students served in more than 6,000 schools, and 200 Chapter locations throughout the United States. Programs are taught in schools and community group locations, with students also signing up individually for classes at golf courses and driving range facilities. The First Tee Program offers its participants exceptional personal and educational experiences. The establishment of the First Tee Program at LNGC through the award of this Proposal would also offer its participants from Hudson County these unique educational experiences at a world-renowned golf course.

The First Tee and Fireman Family Support

In 2012, the Fireman family made a transformative [REDACTED] gift that provided the catalyst for the incredible growth of the First Tee on the national, state and local level. That support has also allowed WA Golf to offer an extension of this exceptional Program to Hudson County youth through this Proposal. Through their support in creating STEM education curriculum (Science, Technology, Education and Math), an exciting new program has been developed that connects young people to these critical areas of learning on a large scale. Furthermore, the family's multi-pledge for all chapters in the State of New Jersey has provided growth capital that has led to major gains in the number of youth served, which now totals over 100,000 annually. With the creation of the proposed Learning Center, youth in Jersey City will have access to the premier First Tee site in the United States, with the venue serving as an international model for economic and community impact through golf.

The First Tee Life Skills Experience

The First Tee is based on a curriculum that teaches age appropriate life skills, such as managing emotions, setting goals and resolving conflict. It begins as early as age 5 with the "TARGET level" and continues all the way through high school graduation as students progress to the "ACE level." This begins with the most basic "meet and greet" skills for youth when they enter the program, to advanced self-management techniques as they prepare for college. Along this journey, trained coaches help to guide participants through weekly classes for multiple years as they learn interpersonal skills and how to set a "personal par" as they look to achieve goals in both the short and long term. These important life lessons are taught seamlessly through the game of golf while reinforcing values, such as honesty, integrity and respect, and providing youth with skills that will benefit them in their everyday lives and educational advancement.



The First Tee and STEM Learning

The current demand of STEM jobs in America greatly outweighs the supply of capable workers and it is up to our generation of teachers and students to close that gap. Through fun and immersive STEM learning programs at the First Tee, students make connections to these critical academic areas through the game of golf. This includes lessons about how basic physics affect a golf shot and can help better understand one's swing, to how golf courses can be maintained responsibly through best management practices.

With the Liberty National providing a model in sustainability as a living laboratory for the students coupled with the world-class learning resources of the Liberty Science Center, the proposed First Tee headquarters at the Club could offer incredible opportunities for expansion of these established educational initiatives that offer tangible positive results. For example, it has been demonstrated that youth who participated in the STEM camps of the First Tee demonstrated a 59% increase in understanding of science and math concepts, and also gained an average of 34% in their reading and writing skills over the course of their summer session.

The First Tee Ten-Year Program Plan

The creation of a new First Tee headquarters at Liberty National through this Proposal, along with the long-term commitment of the LNGC and the PGA TOUR at this location, will allow for the investment and growth of first-class youth programs over the next decade and beyond. The following strategy outlines how this facility, led by an experienced and proven management team at the First Tee, could deliver impactful services that have a major positive benefit for the community. This strategy is based upon other existing First Tee Programs in other areas and their curriculum. Once the First Tee headquarters at Liberty National is established through this Proposal, WA Golf will work with the First Tee to endeavor to provide similar services.

Outreach – the First Tee chapters in New Jersey have a track record of providing outstanding outreach with the National School Program, which brings golf into public elementary schools and through partnerships with youth groups. Through a unit of physical education or training by after-school program directors, teachers and coaches in the participating locations deliver the program as they would other sports, such as basketball or soccer. Partner groups will be carefully selected to deliver this program on their own, but even more importantly, the First Tee will provide ongoing support through equipment, training and transitional opportunities for interested youth to take the next step. This will also include school field trips arranged through relationships with Jersey City and Hudson County schools, bringing youth to experience the ancillary learning facility at Liberty National and to learn more about the program.



Certifying Program – These weekly, year-round classes will be taught at the First Tee at Liberty National with students following the levels of the program and accomplishing measurable goals that lead to improved academic performance. Students are recruited from schools and community groups with a focus on those in need, but the program will be open to youth from all backgrounds. Once students demonstrate proficiency at each level, they move on to the next and continue on with an increasing level of involvement over time. At the highest level of ACE, students in their mid to late teens start to give back and pursue advanced leadership training.

ACE Scholars and STEM Camps – This more intensive ACE program with an academic focus is designed for students who are extremely committed to the program and seek to eventually attain the highest level. Beginning in the sixth grade, this cohort of students spends an average of five to ten hours a week during the school year, and up to forty hours per week over the summer, fully immersed in the First Tee. This program model has already demonstrated outstanding results in other locations, with a 100% high school graduation rate of participants with many alumni successfully admitted and enrolled in college. In addition, youth of all ages will take part in summer STEM Camps with scholarships provided for lower income students. Combined with golf instruction and life skills, youth will increase their science knowledge and improve literacy skills to combat “summer slide,” while learning a life-long athletic skill through the game of golf. These programs will attract not only local youth, but will also provide a focal point for STEM education for students from around the entire State of New Jersey.

The First Tee – Building on a Tradition of Success

Since its founding nearly twenty years ago, hundreds of thousands of young people have benefitted from programs of The First Tee across the region. Outlined below are several success stories from The First Tee locally, and how key supporters and board members have gotten personally involved to make a meaningful positive impact on their lives. Also included are the board members of The First Tee of Metropolitan New York, which includes Northern New Jersey in its service area, along with their business affiliations. This listing highlights the strong, diverse network enjoyed as a key resource by students in the program, as well as the active fundraising capability of organizational leadership to sustain the long-term viability of The First Tee.

██████████

Soon after immigrating to the United States from Haiti four years ago, ██████████ enrolled in The First Tee and her participation has grown steadily over time. Beginning with introductory classes in the program, and then progressing to take part in The First Tee’s Ace Scholars, ██████████



gained a scholarship to attend Cardinal Spellman High School in the Bronx where she is now a freshman. She also had the honor of speaking at the Presidents Cup Trustee breakfast as a representative of The First Tee, with numerous dignitaries in the audience including President George W. Bush.

Board member [REDACTED] leads a program sponsored by Morgan Stanley that pairs female executives with girls in The First Tee. [REDACTED] took part in this initiative, and earned a paid internship teaching younger First Tee students thanks to this corporate support and mentorship.

[REDACTED]

A participant of The First Tee's Newark facility for the past eight years, [REDACTED] has developed into a peer leader at this location and a model student for the organization. Like [REDACTED], [REDACTED] received a scholarship through The First Tee to attend private high school, and partakes in weekly individual tutoring made possible through funding from the Fireman Family Foundation. Currently a junior at Union Catholic, [REDACTED] attended the national leadership academy last summer in Michigan, and was recently selected to participate in a weeklong teen summit at The First Tee 20ths Anniversary celebration in Orlando, Florida.

Trustee and Liberty National founder [REDACTED] mentored [REDACTED] along with several other First Tee students through a program hosted by the Club in 2016. In addition, this led to [REDACTED] attaining an important role as a leader in organizing student volunteers at the Presidents Cup; furthering his continued growth as he prepares for college.

[REDACTED]

After learning about The First Tee in middle school, [REDACTED] quickly became immersed in the program and all it had to offer. This included tutoring and SAT prep classes, as well as college application assistance. This led to her admission into numerous top colleges and universities including NYU, which was her first choice so that she could be close to home due to her father's health struggles. Having just completed the first semester of her freshman year, [REDACTED] is currently studying pre-med and plans on becoming a pediatrician.

[REDACTED], a Trustee and Board member of The First Tee, supports an annual full tuition scholarship for a students to NYU through an annual golf event in his grandfathers memory. [REDACTED] was awarded this scholarship and will receive over \$200,000 over the course of her four year college career thanks to the [REDACTED] and The First Tee. She is one of more than a dozen recipients to date with scholarship funding exceeding \$2 million.



[REDACTED]

[REDACTED] was one of the earliest participants in The First Tee dating back to its beginning, entering the program as a ten-year old at Mosholu Golf Course in the Bronx through a community outreach program. He grew along with this initial location in the region, gaining both golf and work experience that led to his nomination for the Posse Scholarship where he received a four-year full scholarship to Franklin and Marshall. The First Tee provided critical support in this process, and a summer job to earn money as the first person in his family to attend college.

[REDACTED], learned of [REDACTED] interest in the law and helped him get a job at the firm as a paralegal. He then provided [REDACTED] with a key recommendation to his alma mater of Columbia for graduate school, where he is now pursuing a master's degree in social work and studying for a career working in public service.

[REDACTED]

The First Tee at Plainfield was founded in 2009 on the grounds of the Plainfield Country Club's West 9 and along with Liberty National, PCC has hosted the PGA TOUR on multiple occasions in recent years. An early participant was [REDACTED], who achieved Eagle certification in the program by demonstrating commitment to its core values and spirit of giving back to his community. [REDACTED] also received a four-year partial scholarship to Stevens Institute of Technology through The First Tee's Path to College program. [REDACTED] graduated with a degree in civil engineering in 2011, and now resides in Hoboken and works for Gilbane Development Company in New York City.

Board member [REDACTED], in working with his fellow members at Plainfield Country Club, started the Path to College program that provides college prep and scholarships to students in need from The First Tee throughout New Jersey. To date, the scholarship has had more than two dozen recipients, 100% of whom are either currently enrolled and graduated from college. This program is funded through a growing endowment with more than \$750,000 that will expand to include more students in the future.

Board Listing and Business Affiliations

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



The First Tee at Liberty National: Projected Program Growth and Participation 2018-2027

Program	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Outreach	500	600	7500	9000	11500	13000	14500	16000	18000	20000
Certifying	100	250	500	650	800	950	1100	1250	1400	1500
ACE/STEM	N/A	50	100	150	200	250	300	350	400	500
Total	5100	6300	8100	9800	12500	14200	15900	17600	19800	22000

2. GOLF TRAINING CENTER

By relocating the 9th, 10th, and 11th holes to the Peninsula, WA Golf will also be able to construct a golf training center within LNGC. The golf training center will provide technical and personal instruction and can be available for use by the First Tee Program. The golf training facility can also be used for events, which will create more opportunities for charitable events that will allow members of the public to experience Liberty National while supporting important philanthropic organizations. These events also have the potential to generate additional revenue for the State of New Jersey.

b. RECREATION AMENITIES WITHIN LIBERTY STATE PARK:

The Proposal also includes the following recreational amenities and improved public access within Liberty State Park:

1. Ecological Educational Walkway in Liberty State Park

The award of the RFP to Liberty National will result in the creation of an exceptional Ecological Educational Walkway within Liberty State Park that will include educational signage and landscaping with native vegetation plantings along its route. The proposed Ecological Educational Walkway will be fully accessible to the public and will create a year-round educational experience that does not currently exist in Liberty State Park.

The proposed Ecological Educational Walkway will be a significant improvement over the existing walkway on the Peninsula. The Peninsula currently includes an elevated wooden walkway that traverses the eastern edge and northern third of the Peninsula, ending in a



viewing platform (the “Peninsula Walkway”). The existing Peninsula Walkway has no signage or landscaping and, moreover, the walkway is seasonally restricted to the public. Park access to the Peninsula, in general, and its walkway, in particular, is not direct, requiring a bus to navigate approximately three miles of local roadways and pass through a guarded entry point at the Port Liberte community. From there, the Peninsula Walkway is only accessible via the intersecting Hudson River Waterfront Walkway, which leads north from the Porte Liberte community and continues northwest away from the Peninsula and towards the coast adjacent to Liberty National Golf Course.

With the proposed lease of the Peninsula, Liberty National would replace the seasonally restricted Peninsula Walkway with an exceptional amenities package provided under this Proposal, which would include the construction of a first-class Ecological Educational Walkway that will be available to Park visitors year round and will greatly enhance the use and enjoyment of Liberty State Park. WA Golf would work with Liberty State Park and other interested parties to construct an exceptionally designed Ecological Educational Walkway of similar length within Liberty State Park. Replacing the Peninsula’s currently impacted wooden walkway with the significantly improved Ecological Educational Walkway directly within the Park will result in an enhanced public recreational use as a result of proximity, accessibility and convenience. It is envisioned that the Ecological Educational Walkway could intersect with the Park’s wetland, open water and meadow habitats and present educational signage that describes the make-up, function and usefulness of the various habitats and vegetation encountered. The Ecological Educational Walkway would be composed of sustainable, environmentally safe materials and, as noted, would include appropriate educational signage and displays native plantings that do not currently exist in the Park. An additional benefit of the proposed Ecological Educational Walkway in the Park is that of safety. Access to the Peninsula is currently seasonally available at any hour via the Hudson River Walkway. The Peninsula is unpatrolled, unlit and unclean and therefore unsafe. The Ecological Educational Walkway would be within the jurisdiction of Liberty State Park and the Jersey City police, and would be subject to hours of Park operation. The proposed Ecological Educational Walkway would provide a unique amenity in the Park that currently does not exist and would provide an exceptional educational experience for Park visitors, which would be safe and available year round.

2. Improvements to the Hudson River Walkway in Liberty State Park

If awarded the RFP, in addition to the above Ecological Educational Walkway, WA Golf would also reconstruct and improve a portion of the Hudson River Waterfront Walkway with similar educational signage and displays. As a result of the relocation of three golf holes on the Peninsula, the current stretch of the Hudson River Waterfront Walkway intersecting with the Peninsula Walkway would need to be re-routed or re-positioned slightly west of its current



positioning. WA Golf would take the opportunity to not just replace that portion of the Hudson River Waterfront Walkway, but also to include improvements similar to those available in the Ecological Educational Walkway. Such improvements will expand the educational opportunities within the Park and significantly enhance this section of the Hudson River Waterfront Walkway for the public benefit.

3. Preservation of the Caven Natural Area Beach

If awarded the RFP, WA Golf is also committed to preserving the existing Caven Natural Area Beach and offering new educational and recreational amenities that would allow the public to access this area from the water and experience the area. The Peninsula contains a portion of the Caven Point Natural Area within Liberty State Park, including a portion of natural beach. The beach is currently accessible through a circuitous route through Liberty State Park and the surrounding neighborhoods by the Hudson River Walkway that traverses the southwestern border of the site. Through this Proposal, WA Golf would provide the equipment noted below to allow public programs organized by Liberty State Park, or affiliated programs, to directly access the beach area by water and encourage educational and recreational uses that provide a unique experience and opportunity for urban residents.

One of Liberty State Park's goals is to "provide the public with access to the harbor's resources, a sense of its history and the charge of responsibility for its continued improvement." WA Golf will achieve these goals through a mix of contributions and coordination with Liberty State Park, the NY/NJ Baykeepers and the Friends of Liberty State Park. WA Golf's contributions will include:

- Publicly available boats and canoes to be utilized for programs organized by Liberty State Park and affiliated organizations, which can be launched from the nearby boat slip;
- Fishing rods and reels, seine nets, crabbing equipment, buckets and other accessories necessary for educational programs to capture, learn about and release fish, crabs, seahorses, and other marine life found in the NY/NJ Harbor Estuary;
- An ancillary storage area or structure within Liberty State Park to house equipment maintained by Liberty State Park or other participating organizational programs; and
- Cameras and video equipment to capture the natural beauty and wildlife of the Caven Natural Beach Area.

The above contributed equipment will provide unique and exciting opportunities for urban residents. Boating, fishing and educational activities will be a boon to this environmental educational and recreational gem within Liberty State Park that is currently underutilized.



WA Golf will coordinate and cooperate with the Liberty State Park, the NY/NJ Baykeepers and the Friends of Liberty State Park on advertising and notices regarding recreational and educational programs. WA Golf will also ensure that the proposed equipment and boats will be fully compliant with the safety guidelines and requirements of the Park and all federal and local laws and that it will, most importantly, meet the needs of the organizations and the Park.

4. Improvements to Picnic Area in Liberty State Park

In addition to the creation of an Ecological Educational Walkway and improvements to the Hudson River Waterfront Walkway, WA Golf will also provide high-quality improvements to the picnic area within Liberty State Park if awarded the RFP. The existing picnic area within the Park consists of a number of tables located in an arcade of sycamore trees along the Park's southern edge. WA Golf proposes to work with the Park and a leading landscape architectural firm to enhance this area with superior facilities (chairs, benches, tables, grills, umbrellas, canopies, pergolas, and recreational activity areas) and also make it more accessible, convenient and attractive to the public. Possible enhancements could include largely maintenance-free native vegetation plantings with labels identifying common and Latin names, architectural tables with an New Jersey historic theme, and improved access through Jitney service as discussed below.

5. Jitney Service

If awarded the RFP, WA Golf will work with the Park to identify possible improvements to the Jitney service, which is currently non-operational, in the Park. WA Gold would establish and contribute to an endowment fund and work to secure public-private funding for the implementation of these improvements. Focus would be on providing first-class vehicles, more frequent scheduling and measures to improve the flow of people between arriving buses, ferries and the Jitney. Jitney service within the Park will provide a significant public benefit by providing necessary access for the public to use and enjoy Liberty State Park.

ii. Preservation and Enhancement of Existing public recreational uses, natural resources and ecological values of Caven Point

The proposed use of the Peninsula is natural green space, which will remain largely unchanged due to the development of three championship designed golf holes. As part of the proposal, land within LNGC where the 9th, 10th, and 11th holes are currently located will become available for development of the proposed golf training center and headquarters for Hudson County's First Tee Program. Liberty National's proposal will also result in numerous



improvements noted above to Liberty State Park that will preserve and enhance the existing public recreational uses, natural resources and ecological values of Caven Point.

As explained further in the subsequent section, the proposed modifications that would be required to develop three golf holes on the Peninsula would be undertaken in a manner that would mitigate any adverse impacts on the natural resources of the Peninsula land.

iii. **Compensation/Mitigation for Adverse Impacts**

Public Recreational Uses:

Background: Currently, use of the Peninsula is limited. The primary recreational use of the Peninsula by Liberty State Park is as a nature walk for school children. Children are bused from Liberty State Park to the Peninsula, an approximately three-mile trip, via local roadways, passage through a checkpoint and travel through the Port Liberte residential community. The Peninsula is not contiguous with the Park and Park access to the Peninsula is circuitous resulting in a small fraction of park goers visiting the area.

Impact: With the conversion of the Peninsula, the area will no longer be accessible by bus and nature walks conducted at the Peninsula would need to be relocated to other areas of the Park. However, as noted above, WA Golf is committed to preserving the existing Caven Natural Area Beach on the Peninsula, which area will remain accessible to the public by water through Liberty State Park sponsored programs with additional amenities at most times throughout the year.

Mitigation: A number of mitigation measures have been identified in the foregoing Section 4.4.3.1 for replacement and enhancement of public recreational uses. These include a number of amenities to be located south of Chapel Avenue, including the First Tee Hudson County Headquarters. In addition, this section also identifies several additional measures that would be implemented within Liberty State Park, including construction of the new Ecological Educational Walkway to directly replace and enhance the existing Peninsula Walkway, improvements to a portion of the Hudson River Walkway, preservation of the Caven Natural Area Beach on the Peninsula, enhancements to the Park's picnic area and offering an endowment for Jitney service within the Park. These measures, as a whole, more than compensate for the change in access to the Peninsula and would result in an overall improvement in the quality and number of public recreational uses with LNGC and Liberty State Park.



Natural Resources

Background: The Peninsula is an underused natural area surrounded by New York Harbor to the east, Black Tom Channel to the north and North Inlet to the west. Its southern boundary adjoins Liberty National. Natural resource features include the native salt marsh along the southeast and western edges of the Peninsula, a man-made 3-acre salt marsh at the distal end of the North Inlet and a man-made 1-acre freshwater wetland located in the southeastern portion of the Peninsula that has been substantially compromised through salt water intrusion. An elevated walkway is located along the eastern edge of the Peninsula and wraps around the north end terminating in a viewing platform. A bridge provides a crossing of Caven Creek and access into the Peninsula and onto the Hudson River Walkway. The wetlands, walkway and bridge were created in 2002-2003 as part of a Natural Resource Damages settlement. The Peninsula and Caven Creek corridor immediately to the south of the Peninsula has been recognized as an environmentally sensitive area for the resting and feeding of Black-crowned night herons, a State-threatened species.

Upland vegetation on the Peninsula consists largely of opportunistic species, including areas of common reed (*Phragmites* sp.). Tidal wetland species, primarily along the eastern edge of the Peninsula and within the man-made salt marsh at the southern end of the North Inlet, include groundsel tree (*Bacharis* sp.) and *Spartina alterniflora* and *S. patens*. An approximately 2-acre man-made freshwater wetland had been constructed in 2002, but since 2005 has not been maintained and has been impacted by frequent tidal inundations.

Impact: Relocation of the three golf holes onto the Peninsula would affect both the upland and intertidal portions of the Peninsula. The existing grade of the Peninsula would require improvements to increase the elevation to raise the grade above the 100-year flood elevation. To achieve this grade change, a bulkhead would be installed around much of the perimeter of the Peninsula and clean fill would be used as fill behind the bulkhead.

The proposed raising of grade elevation would result in the removal of most low-lying brush vegetation. It is anticipated that mature trees three-inches or greater diameter-at-breast height (DBH) would remain.

It is envisioned that impacts to the 3-acre man-made salt marsh would be minimal and adequate buffer or transition area would remain. The originally created 2-acre freshwater wetland has been substantially compromised by saltwater intrusion and invasive vegetation. A wetland delineation will need to be conducted to determine, based on the US Army Corps of Engineer's 3-parameter methodology, to what extent this area qualifies as a freshwater



wetland and its extent. Conceptually, the three golf holes would require some level of impact to this wetland and, at minimum, would involve the need to modify some transition areas.

Mitigation: Grade changes in the vicinity of the 3-acre saltmarsh could be appropriately sloped to accommodate the existing configuration. Any identified impacts to tidal or freshwater wetlands, and intertidal areas will require mitigation, which will consist of either avoidance, creating replacement wetlands or purchase of wetland-credits. The extent of impact would be determined during the design phase of the three-hole layout on the Peninsula and it is at that stage that fine tuning of the design would be used to minimize possible encroachment. As noted above, it will be important to re-evaluate the man-made freshwater wetland because this area has been subjected to successional pressures due to frequent saltwater intrusion, incursion of exotic and invasive species and lack of maintenance. If impacts are determined to be unavoidable, appropriate mitigation scenarios would be explored during the State and Federal permitting process.

Native Species

Background: The Caven Creek corridor, including the Peninsula, has been recognized as critical habitat as seasonal resting and feeding areas for the Black-crowned night heron, a threatened species in New Jersey. These birds have historically used the trees along Caven Creek as resting areas, and have been observed feeding in both the creek and shoreline portions of the Peninsula. A 150-foot corridor along Caven Creek was established by permit to buffer Black-crowned night heron activity from the surrounding golf course, and a series of tree plantings was undertaken to enhance the habitat. Recent observation has determined that a great number of these trees have been felled by animal activity.

Impact: The proposed location of three holes of golf on the Peninsula is not anticipated to result in further encroachment into the buffer corridor.

Mitigation: If awarded the RFP, WA Golf would engage ecological and ornithological specialists to evaluate current seasonal use by Black-crowned night herons of both the Peninsula and the larger Caven Creek corridor and to identify areas and appropriate measures for the enhancement of the corridor and Peninsula habitat for the herons. Much of the importance of landscaping is in the provision of an adequate buffer to separate the herons from direct detection of human movement. As a result, strategic planting arrangements with native vegetation will be a key objective of planning for the course design on the Peninsula.



It is also important to note that the use of this area by Liberty National is far less extensive than a public course. Further, when the course is open from April through November, vegetation is generally in leaf and vegetative buffers that are most dense. The course is closed from November through April when buffers are least dense.

WA Golf is committed to improving the habitat of the Black-crowned night heron. As noted, a number of trees that had previously been planted in the Creek corridor to enhance the heron habitat have been destroyed by animal predation. As part of the Proposal, WA Golf would replant a number of mature trees within this corridor and also install protective fencing along the trees' lower trunks to prevent further predation and ensure enhancement of the heron habitat.

Contaminant Investigation

Background: The Peninsula is historically contaminated. The Peninsula was a sand bar in the 1940's when the US Army began large-scale filling operations through the hydraulic pumping of sand from the New York bight. All of the land mass to the south and west of the Peninsula as well as the Peninsula were created to their current configurations. The land to the south of the Peninsula was used as an embarkation point for WWII soldiers and equipment. A major oil pipeline was constructed across the Peninsula that extended to the deep water to the east and was used to fuel ships. Chromium ore residue was used as fill along the pipeline structure on the Peninsula.

Hexavalent chromium and petroleum hydrocarbons hot spots were excavated and removed from the Peninsula in the late 1990's based on historical information and sampling conducted by the responsible party (RP) under the auspices of the NJDEP.

Impact: The petroleum hydrocarbon and chromium cleanups that had been implemented on the Peninsula were the product of a focused investigation conducted by RPs responsible for those categories of contaminants. There has been no Peninsula-wide characterization of the soil and groundwater quality and any future non-Park use of the Site would require, at minimum, preparation of a Preliminary Assessment ("PA") and a Site Investigation ("SI") to determine the extent to which contaminants are present above applicable NJDEP cleanup standards and identification of appropriate measures to protect public health and the environment.

Mitigation: WA Golf, as the proposed lessee, would undertake the effort to prepare a PA and conduct a SI to identify the types and concentrations of contaminants present in the upland soils of the Peninsula. Based on review of limited historic information, elevated non-chromium



metals and PAHs are suspected. If data were to identify pervasive contamination or contamination with previously remediated contaminants, WA Golf would reserve the right to seek cost recovery from responsible parties. WA Golf also proposes to sample groundwater as part of this Proposal. Two monitoring wells had been installed in 2000 to establish groundwater elevation data for use in the design and construction of wetlands. WA Golf would re-develop and sample these wells to characterize groundwater quality.

Following these sampling events, either a Remedial Investigation ("RI") would be conducted or, if not needed, a Remedial Action Workplan ("RAW") would be prepared that would identify the remedial measures required for the protection of human health and the environment. Because elevations on the Peninsula are proposed to be raised, use of certified clean fill could be used to achieve an appropriate grade and serve as an engineering control that would protect public health and the environment and minimize excavation. Following completion of remedial actions, a Remedial Action Report and Deed Notice would be prepared. The Deed Notice would be prepared for the Department's signature and then recorded. A Remedial Action Permit would be obtained ("RAP") and a restricted use Response Action Outcome ("RAO") issued.

iv. Public Benefits of Bidder's Proposal to the Surrounding Communities and the State

As to the surrounding communities, the proposal includes the establishment of a headquarters location for First Tee Hudson County. The First Tee is a 501(c)(3) nonprofit youth development organization. The mission of the First Tee organization is to provide underprivileged or disadvantaged youth with educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf. To make way for the First Tee Program educational facilities, the 9th, 10th, and 11th holes of the current golf course would be relocated to the Peninsula. Portions of the former site of those holes on LNGC would be the site of a new First Tee headquarters, as well as a golf training facility that would be accessible during public and charitable events held at those locations.

Due to physical constraints and the lack of suitable available land, if the Proposal is not accepted, it is unlikely that First Tee would have the resources or ability to proceed with the development of a headquarters location.

The First Tee Program Academy will have a significant positive social impact because the facility will be will serve local at-risk youth. Moreover, if awarded the RFP, the Liberty National's exceptional private golf course would be available to the public through First Tee events and other charitable events by the PGA TOUR and other philanthropic organizations.



As to the State more broadly, the Proposal includes a twenty-five (25) year partnership with the PGA TOUR, over which time the PGA TOUR has committed to granting Liberty National ten premiere golf tournament events. Each PGA TOUR tournament is estimated to generate between sixty and one hundred million dollars in economic impact for the State of New Jersey. This alone is expected to generate over a billion dollars of revenue to the State of New Jersey over the twenty-five period, providing a myriad of economic benefits including increased tax revenues, employment opportunities, and the creation of a world-class facility as a destination for visitors from across the country and the world. Additionally, the award of the RFP to Liberty National will also create opportunities for other organizations to hold tournaments at the golf course, which would result in additional revenue for the State.

The award of the RFP to Liberty National will also enhance public use and enjoyment of the overall Liberty State Park. As noted above, although the Peninsula is currently being utilized as parkland, access to the property is limited and difficult. There are no roadways on the subject property and buses of accompanied student groups must navigate a difficult route including passing through residential streets to access the Park. Thus, because the property is not currently appropriately or effectively utilized as parkland, the benefits noted above substantially outweigh any alleged detriment.

v. Anticipated Permits

WA Golf's proposed use of the leased Peninsula would require the following State and Federal permits:

- NJDEP Land Use Regulation Program, Waterfront Development Permit;
- NJDEP Wetlands Letter of Interpretation ("LOI");
- NJDEP Wetlands General Permit(s) depending on need to modify transition areas, etc.;
- NJDEP Remedial Action Permit; and
- Army Corps of Engineers Section 10, possible 404.

1. NJDEP Waterfront Development Permit

This permit is triggered by construction occurring within 500-feet of mean high water (MHW), which would include the Peninsula. The permit consists of a (i) Land Use Regulation Program ("LURP") application, (ii) Compliance Statement addressing all relevant coastal zone development policies, (iii) notification by certified mail to property owners within 200-feet and various agencies, and (iv) applicable fees.



2. NJDEP Wetlands Letter of Interpretation (LOI)

An LOI is required for any construction where wetlands are located. The Peninsula has both “freshwater” and tidal wetlands. All wetlands are delineated in the field based on the US Army Corps’ 3-parameter methodology and surveyed onto a base map. The application consists of a LURP form, Delineation Report with sealed survey, notification to property owners and County Clerk, and applicable fees.

3. NJDEP Wetland Permits

If freshwater or tidal wetlands require modification of transition areas (buffers) or filling, various permits would be required. In many cases, compensatory wetlands are required. The worst case regulatory scenario is wetland filling whereby an Individual Permit is required and no feasible alternative to filling must be shown.

4. NJDEP Remedial Action Permit (RAP)

Prior to construction on the Peninsula, WA Golf will need to complete a PA, SI and RAW and possibly an interim RI. Following work on the Peninsula, WA Golf will need to record a Deed Notice, prepare a Remedial Action Report (“RAR”) and apply for a RAP and RAO.

5. Army Corps of Engineers

Any activity taking place below the spring high tide (“SHT”) will trigger the need for an Army Corps permit. Because WA Golf envisions the need for bulkhead to elevate the Peninsula above the flood zone, and such bulkhead will be waterward of the SHT, it is likely that both Section 10 and Section 404 permits will be required. Any structure waterward of the SHT, other than a stormwater outfall, will require a Section 10 permit. Any filling below the SHT, e.g, filling of intertidal area between bulkhead and the SHT, will require a Section 404 permit, preparation of 404(b)(1) document and showing of no feasible alternative to filling. Sister agencies (the United States Environmental Protection Agency, the Fish and Wildlife Service and the National Marine Fisheries) will provide review and comment to these applications.

vi. Anticipated Staffing and Personnel Structure

LNGC currently employs approximately seventy (70) individuals. The golf course is under the direct supervision of the Golf Course Superintendent, who manages the staff daily. It is anticipated that additional personnel will be needed with the addition of the First Tee Hudson County Chapter.



vii. Plans for Advertising and Publicizing the Opening of the Recreational Amenities at Caven Point

WA Golf anticipates it will undertake some advertising to promote the proposed recreational amenities and enhancements that will result from its Proposal. For example, WA Golf proposes to include advertising to promote the First Tee Program educational facility, and the multiple improvements to Liberty State Park, such as the Ecological Educational Walkway, the enhancements to the Caven Natural Beach Area, the Liberty State Park picnic area and offering funds for Jitney service.

WA Golf would utilize traditional advertising strategies, such as press releases, social media postings, as well as on-site signage to areas within Liberty State Park and in the general Caven Point area, to raise local awareness of the forthcoming improvements to the area. Such advertisements would be updated throughout the construction process and would ideally share insight as to the projected timeline until completion so as to generate excitement as different milestones are reached.

Notably, Liberty National itself is already a well-known worldwide golf facility, having hosted premiere PGA TOUR events including the Barclays Tournament and, most recently, the Presidents Cup in 2017. Its ability to generate media attention was well documented with the dozens of news articles published concerning the transformation of the abandoned industrial site to the world-renowned golf course.

viii. Proposed Hours of Operation and Months of Operation

Liberty National is operated seasonally, opening around April 1st and closing at the end of November of each year. Liberty National operates from sunrise to sunset daily rather than set hours, as the key consideration of the course's hours are the appropriate conditions for golf. During the winter, from December to March, LNGC is maintained by staff daily from 6:00 a.m. to 2:30 p.m.

The proposed leasehold on the Peninsula will operate under these same hours of operation during the golf season. The First Tee Hudson County Chapter, on the other hand, will have after-school programming during the school calendar year and all day school programming during the summer.

ix. Proposed Budget Including Schedule of Proposed Fees and Prices

The proposed improvements upon the leasehold will not generate any additional income for WA Golf and there is no direct schedule of fees related to its use. Because the three golf holes are to be relocated from and incorporated into the existing golf course, the use of the



improvements will be directly related to the normal fees associated with the use of the course as a whole.

The First Tee Program will require a nominal membership fee of approximately \$40.00 per individual. However, on demonstration of financial inability, the membership fee will be waived in order to be accommodating to those with severe financial hardships.

The other proposed improvements to Liberty State Park, such as the Ecological Educational Walkway, the enhancements to the Caven Natural Beach Area, the Hudson River Walkway, the Liberty State Park picnic area and providing funds for Jitney service, will be contributions and will not result in any fees charged to the public by Liberty National.

x. Additional Improvements to all Parts of Caven Point and/or Liberty State Park

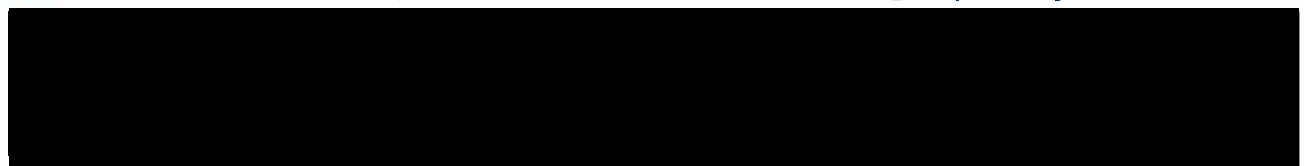
As noted, LNGC proposes to relocate the 9th, 10th, and 11th golf holes to the Peninsula, which will allow Liberty National to repurpose portions of the prior location with exceptional, first-class amenities that will provide benefit the public and also greatly enhance the layout of Liberty National's current championship golf facility. The First Tee Program educational facility and a golf training facility will be constructed where LNGC's 9th, 10th, and 11th golf holes are currently situated. Liberty National's Proposal will also result in numerous improvements to Liberty State Park, including an Ecological Educational Walkway with educational signage along its route, improved landscaping and native vegetation plantings along portions of the Hudson River Walkway, and Jitney service to better connect all guests traveling to the Park from various outlets.

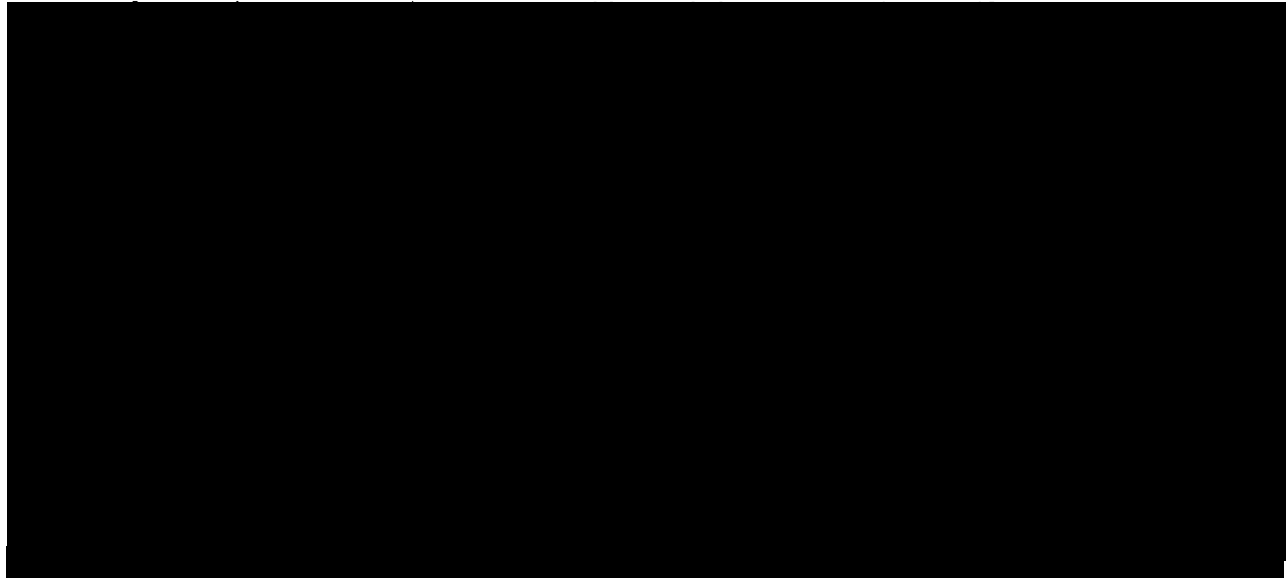
The proposed development will be undertaken with the utmost attention and care to environmental considerations by WA Golf, which is experienced in development, including specifically the Caven Point area. Golf courses are some of the best stewards of the environment and Liberty National is recognized as one of the best caretakers of the natural environment for golf courses in the area.

xi. Proposed Optional Services to be Provided by the Bidder

Liberty National is not presently proposing optional services, but it is amicable to cooperating and negotiating with the NJDEP in the event that certain optional services are requested.

xii. Description of Security, Crowd Control Measures and Emergency Management





xiii. Description of Accommodations for Parking, Water, Sewer, Waste Disposal and Utilities

Liberty National is a fully developed and operational property with sufficient parking and is connected to Jersey City's water and sewer utilities, which will be extended to the proposed leasehold. Waste disposal is currently contracted with Waste Management and power is supplied by PSE&G. No additional accommodations for parking, water, sewer, waste disposal and utilities are anticipated as part of the Proposal.

xiv. Description of How the Bidder Will Maintain the Property

The proposed leasehold will be maintained as three golf holes, which will be added to the existing Maintenance Plan that is already in place at Liberty National.

During the off-season, between December and March, Liberty National's maintenance staff inspects the course daily between 6:00 a.m. and 2:30 p.m. The maintenance staff inspects the course for security reasons and to monitor any environmental impacts, such as drainage, debris, or other negative environmental impacts.

During the golf season, from April to November, maintenance staff works under the supervision of the Golf Course Superintendent from 6:00 a.m. until dusk. The daily maintenance tasks are all related to monitoring the golf course to ensure optimal conditions. Thus, on a daily basis, the staff inspect the course for any trash and debris removal that may be needed, and monitor moisture levels to ensure optimal golf conditions and for general water conservation purposes.



All other maintenance is performed to ensure optimal golf conditions and to furnish a condition of live, healthy grass. Specific examples include the mowing of the grass six days per week, moving the pins four days per week, and the following:

Tee Maintenance:

- a. Mowing of tees are performed three days per week.
- b. Tee markers are moved daily when the club is open for play to provide the golf with a change in yardage for that hole and to provide a divot-free area to hit from.
- c. Moisture is inspected to ensure both that there is optimal moisture for the grass to survive and for water conservation purposes.

Fairway Maintenance:

- a) Mowing of Fairways is performed three days per week.
- b) Moisture is inspected daily with moisture meters to determine irrigation needs for the grass to survive and water conservation.
- c) Divots from golfers are filled weekly on fairways with sand and seed to re-establish the grass to provide a playable area.

Rough:

- a) Mowing of Rough is performed 2 times per week as needed.
- b) Moisture is monitored with moisture meters for irrigation purpose, adequate water for the plants survival and water conservation.

Bunkers: Bunkers are inspected and rated daily to provide a playable surface to hit from.

Fertilization: All areas are fertilized throughout the season based on soil analysis and tissue testing results. All applications are made by certified applicators and operators under State Department of Environmental guidelines and Integrated Pest Management practices.

Pesticide Application: All areas are monitored for pest and disease activity daily. A preventive spray program will be implemented to maintain healthy, weed, disease and insect free areas. All application is performed only by certified applications and operated under State and Federal guidelines according to manufactures labels and rates.

Irrigation System: The irrigation system is inspected daily to monitor sprinklers for optimal coverage and use for water conservation to prevent overly wet areas or dry spots.

Drains and water bodies: Drainage and water bodies are inspected daily for debris to maintain flow and prevent ponding of areas from rain.



xv. Other Pertinent Information

Liberty National's dedication and unique experience in development, including specifically the Caven Point area, should be considered by the Department to award the Proposal. WA Golf reinvented what was once a contaminated, blighted area into a world-renowned golf course. This remarkable transformation of the site upon which Liberty National Golf Course now lies is a testament to its owners' resilience in defying the seemingly insurmountable odds presented by nearly a century's worth of contamination. For decades, the present location of Liberty National was occupied by a harbor-side oil terminal owned by various entities that allowed the area to be infiltrated with contaminants, such as chromium, lead, petroleum, lead and hydrocarbons. Other portions of the property were owned and occupied by the United States military, which used the land in varying degrees, including as an ammunition depot and a prisoner of war camp.

Whereas many looked upon the site as nothing more than a former toxic dumping ground and rugged military base, Liberty National's owners saw a more hopeful opportunity, one which could revolutionize and enhance access to this historic area overlooking the Statue of Liberty. The land was acquired by Paul Fireman in 1997, who, together with golf professional Tom Kite and golf course architect Bob Cupp, developed a clear vision for Liberty National. Mr. Fireman set out on a mission to reverse course on the Liberty National's site's chemically-plagued history and bring positive change to the surrounding community, the State of New Jersey, and golf enthusiasts worldwide.

The nearly ten-year endeavor to transform the site was a massive undertaking that involved a collaborative effort between LNGC, NJDEP, and a brilliant team of experienced engineering and environmental professionals. It took years to ensure that the land was properly remediated. Remedial activities began in the 1990's and continued even after construction on the golf course began nearly a decade later in the fall of 2004. The project took approximately \$250 million dollars to complete, about ninety-percent of which funds were dedicated entirely to Superfund cleanup costs. Further, the development and operation of Liberty National is a testament to environmental stewardship and its owner's commitment to the area. For example, all groundwater beneath the course is collected, pumped and treated prior to discharge. Further, WA Golf implemented engineering controls across the site, which were approved by NJDEP and included capping the site with from 5-feet to 30-feet of clean sand. Golf features were placed on the surface of this topography and all basins have been lined to prevent infiltration by groundwater. In the end, it was all worth it. Liberty National Golf Course has been acclaimed as an international success, having received positive recognition from world-class golf professionals and instilled the confidence in the PGA TOUR to host some of the most preeminent golfing events in the world.



Most importantly, however, is LNGC's ability to not only operate as a recreational site, but also as a hub of business and culture that links people to the historical landscape of our nation's humble beginnings. Liberty National's devotion to and experience with revitalizing the Caven Point area is unparalleled, and it is with that same level of enthusiasm that this RFP is respectfully submitted, with the hopes of providing significant improvements and further expanding enjoyment of the area.

4.4.3.3 Detailed Mobilization and Implemental Plan

If awarded the Proposal, Liberty National anticipates an initial six-month time period during which it will seek to acquire the requisite permits needed to execute the project. This would allow construction on the Peninsula to commence as early as June 1, 2018, and to be completed by approximately August 2019.

The construction schedule revolves around optimal times to seed, which are either April 15 through May 15, or August 15 through September 15. With a June 1, 2018 start date, Liberty National will be required to wait until the spring of 2019 to begin seeding. It is projected that the seeding will take about 12 to 16 weeks and, thus, the newly installed golf holes should be finalized by August 2019 or that following fall.

Construction on the area of portions of the currently existing 9th, 10th, and 11th holes, which are set to be repurposed with the First Tee Program educational facility and a golf training facility, is expected to commence on once the holes on the Peninsula are ready to be put in play. This timetable will allow Liberty National to reserve those holes in order to fulfill present event obligations that are scheduled to occur prior to that time. Once those holes are repurposed into the newly developed First Tee educational facility and a golf training facility, the land would need to undergo a seeding process. Again, Liberty National would be required to wait until the spring, this time in 2020, and put LNGC on course to have the new recreational area completed by September 1, 2020.

WA Golf is not proposing any ancillary structures, equipment, or other supplies or equipment in order to implement the Lease Agreement. The PGA TOUR, to the extent it is considered a sub-operator by way of its contract with WA Golf, will submit the same disclosure forms as WA Golf in order to satisfy the provisions of this RFP.



4.4.3.4 Summary of Potential Problems

Because Liberty National has already been in operation for over ten years, LNGC does not anticipate any operational problems associated with this Proposal.





4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE (Part 4)

In order to execute on the goals and plans of this RFP, Liberty National will rely upon a talented team of business leaders and commercial property developers with experience peculiar to the golf industry and golf course management, and various professionals with the necessary skillset to carry out the requested services in an efficient manner. Additionally, although the PGA TOUR will not operate as a sub-lessee on the leasehold, it will coordinate a number of programs with WA Golf, including tournaments and the First Tee program. The PGA TOUR is a 501(c)(6) entity, which employs over 800 people worldwide and operates over 140 events on six different professional tours around the world. Since its inception, it has generated over \$2 billion for charity.

4.4.4.1 Location

WA Golf, is located at 100 Caven Point Road in Jersey City, where Liberty National Golf Club is situated and where the work required to effectuate this project will be managed from. The primary contact will be David Hefty, whose phone number is (201) 333-4105, and whose email address is david.hefty@libertynationalgc.com

4.4.4.2 Resumes

[REDACTED]

[REDACTED]

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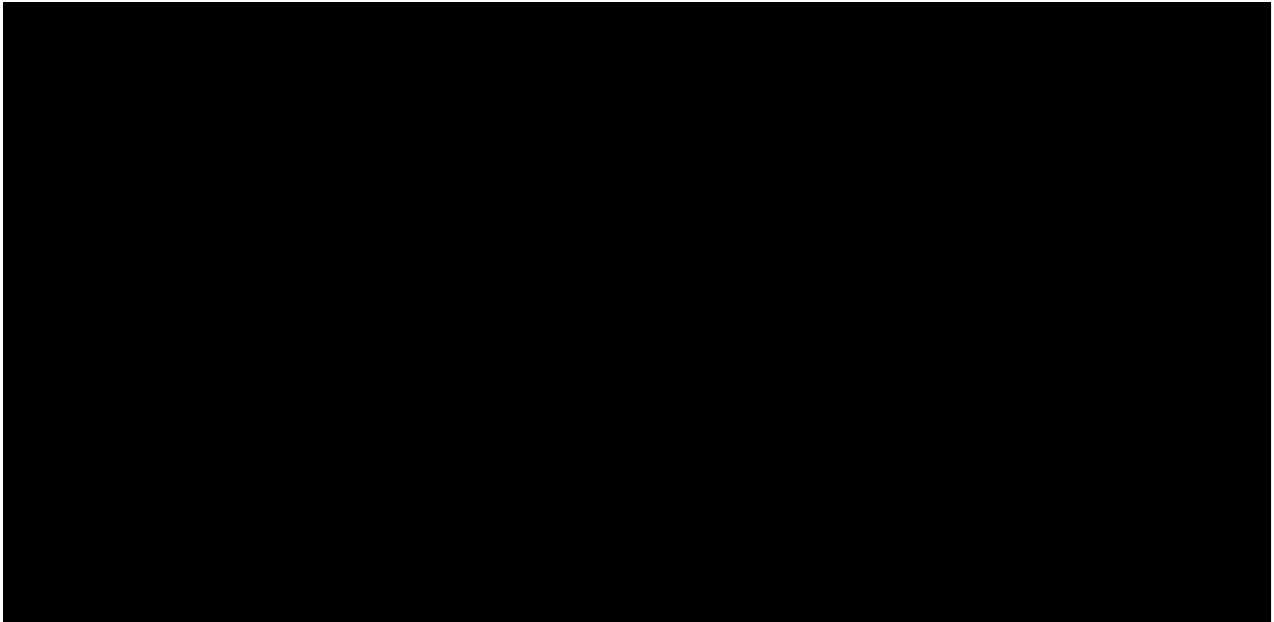
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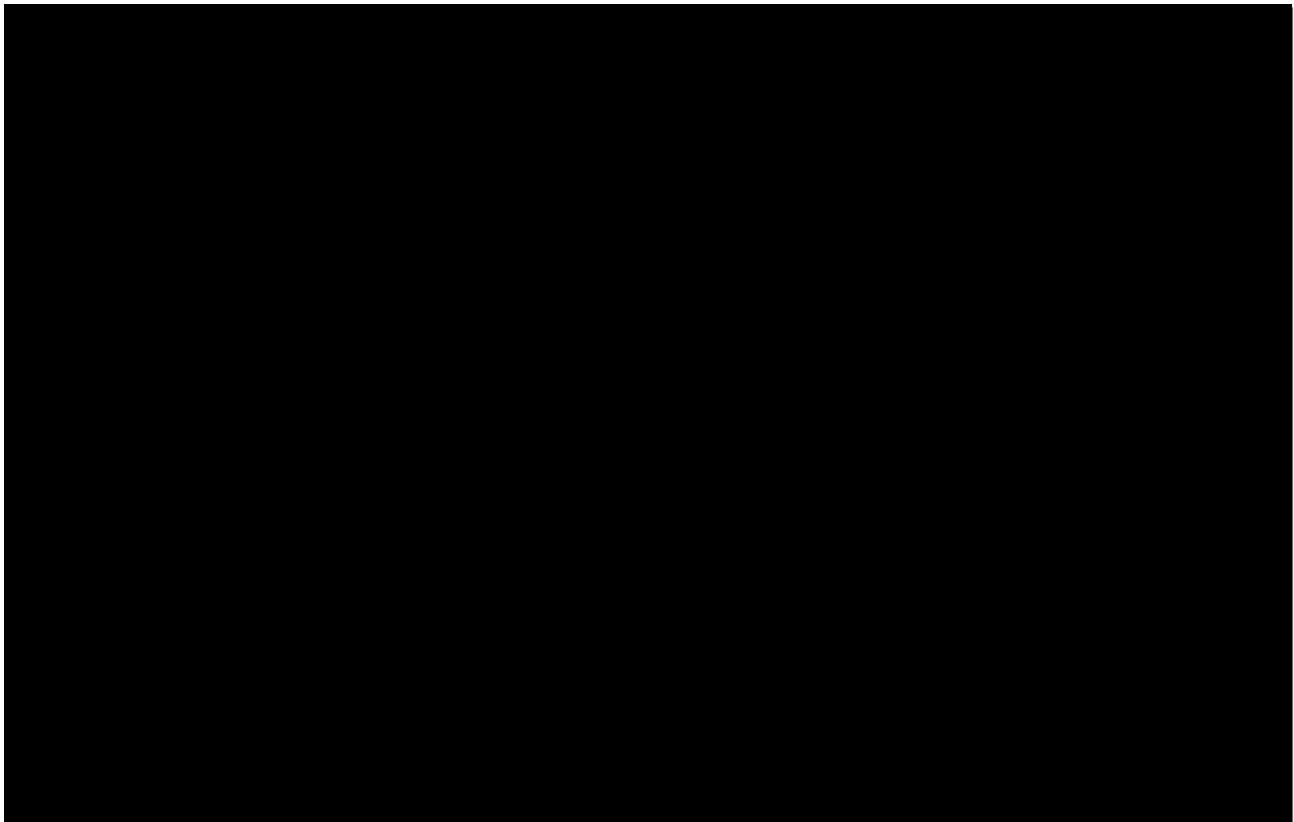
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[REDACTED]

[REDACTED]

4.4.4.3 Organization Chart (Complete)

See organization chart attached hereto as Exhibit I.

4.4.4.4 Sublease(s)

WA Golf agrees that it will not enter into any sublease agreements with outside entities in order to carry out the proposed plan submitted under this RFP. Thus, the RFP's requirement that WA Golf obtain approval to sublease any aspect of its proposal is not applicable to the application at hand.

4.4.4.5 Experience of Bidder on Projects of Similar Size and Scope

WA Golf and its principals and corporate affiliates have over twenty-five (25) years' experience in building, managing and operating golf courses and organizing and running professional golfing events and tournaments. WA Golf is the current owner and operator of Liberty National Golf Club, and constructed the course, clubhouse and related facilities on a brownfield site. The development project took over seven years to complete at a cost in excess of \$250,000,000.00. Since opening in 2006, Liberty National has hosted numerous professional golfing tournaments, including The Barclays Liberty National Tournament in 2009 and 2013, which is the first leg of the PGA Tour's FedEx Playoffs, and most recently The President's Cup in 2017. Approximately 75,000 spectators were in attendance for the week of the President's Cup. The President's Cup tournament also reached 1.4 billion households through television viewing.



Since 1991, WA Golf, through its corporate affiliates, has also constructed, managed and operated numerous other premium golf clubs including:

- JW Marriott Starr Pass Resort – Tucson, Arizona – Arnold Palmer design - Opened (2004)
- Wyndham Grand Rio Mar Resort and Golf Club – Greg Norman design, Rio Grande, Puerto Rico (1998)
- Willowbend Country Club – Mashpee, Massachusetts (1992, Additional Nine Holes, 2004)
- Coco Beach Golf Club – Rio Grande, Puerto Rico – Tom Kite Design, Home of the Puerto Rico Open (2000)
- Costa Caribe Golf and Country Club – Ponce, Puerto Rico (Construction and Management Contracts, Opened 2000)

WA Golf's corporate affiliates also owned and manage a series of public driving ranges at eight locations throughout the United States between approximately 2001 and 2006.

Further, as set forth in Section 4.4.3.2(x), above, WA Golf has unique experience in development of the Caven Point area.

4.4.4.6 Financial Viability of the Bidder

Proof of WA Golf's financial capacity is attached hereto in the form of a certified financial statement at Exhibit N.

In addition, the contact information of WA Golf's chief banking representative is attached hereto as Exhibit J, and an Asset Confirmation Letter of Paul Fireman's financial standing with BNY Mellon, NA, is attached hereto as Exhibit K.





4.4.5 MONETARY PROPOSAL (Part 5)

WA Golf proposes a total financial package of approximately \$1,000,000.00. The package would include the following:

National Park Services Like-in-Value Contribution: Due to the lack of available parkland within the surrounding area, WA Golf proposes a like-in-value purchase of property located within the Pinelands at a value of \$440,000. A like-in-value purchase of Pinelands property would result in a contribution of greater than 1 to 1 Park acreage.

Green Acres Like-in-Size Contribution: WA Golf proposes a deed restriction of approximately 107.5 acres of Liberty National Golf Course to Green Acres for recreational golf uses only during the term of the lease, which will result in a 5 to 1 contribution of green acres. Liberty National Golf Course is currently zoned for residential use. The proposed deed restriction of Liberty National Golf Course during the term of the lease will preserve this existing waterfront amenity and the Hudson River skyline in the area for a significant duration.

Monetary Contribution – WA Golf proposes a monetary contribution in the form of an annual rent of \$10,000.00 or a direct, one-time upfront payment in the amount of \$200,000 to be paid upon execution of the lease.

Direct Investment in Improvements to Liberty State Park: As outlined in Section 4.4.3.2.i.B.1-4 above, bidder intends to make monetary donations towards improvements to Liberty State Park upon execution of the lease in the amounts listed below:

Ecological Educational Walkway & Hudson River Walkway - \$60,000

Improvement to Picnic Area in Liberty State Park - \$50,000

Jitney Services - \$200,000

Equipment for use at the Caven Natural Area Beach - \$50,000

Charitable Proceeds – WA Golf proposes that 10% of all charitable contributions that are generated from PGA TOUR or like events will be donated to Liberty State Park.



4.4.6 Compensation Proposal

The proposed improvements will result from the reconfiguration, expansion and repurposing of Liberty National Golf Course. The leased property will serve as part of a greater whole, i.e. the existing golf course and its current and future facilities. The leased property is proposed to be used for three (3) new golf holes to allow for better flow of play and spectators to attract more PGA TOUR and like tournaments, while repurposing current location of holes 9, 10 and 11 on LNGC into the First Tee Hudson Headquarters and a golf training facility. WA Golf intends to establish a First Tee Program for local youths in Hudson County and the greater New York/New Jersey metropolitan area to encourage the sport within urban communities. As such, while the property will attract national and international golf tournaments, it is unlikely that the proposed improvements will derive or generate substantial direct income for WA Golf. The ultimate purpose is to attract additional tournaments to Liberty National Golf Course, generating millions of dollars in revenue to Hudson County and the local area, while also providing vast community and charitable benefits. As detailed herein, in lieu of the proposed fixed annual rent and a percentage of income generation, WA Golf proposes a broad financial package, including like-in-value land grants and monetary contributions and direct investment into Liberty State Park.

Included as Exhibit O to the Proposal is a valuation prepared by Newmark Knight Frank, which values the subject property at \$440,000. This rent payment as proposed within the RFP would result a substantial payment to NJDEP, but would leave WA Golf with little to contribute directly to the improvement of Liberty State Park. As it is the intent of the RFP to “advance the use of this unique location of Caven Point to provide enhanced public or private recreational amenities while preserving or enhancing existing public recreational uses, natural resources and ecological values of the site, including onsite marshlands (or to compensating and/or mitigating for any impacts thereto), and generating sufficient revenue to allow the Department to improve the condition and/or operations of Liberty State Park,” WA Golf proposes a unique package of contributions that will provide NJDEP with a direct source of income, additional Green Acres property and contributions and direct improvements to Liberty State Park.



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4.4.7 CHANGES TO TERMS AND CONDITIONS (Part 6)

1. WA Golf has proposed a financial compensation package that deviates from the proposed rent structure found within the RFP. Instead of a yearly rent payment (with a 3% annual increase) and additional compensation commiserate with 8% (or greater) of the revenue generated, WA Golf has proposed a one-time upfront monetary payment for rent and improvements within the Park. Further, WA Golf has proposed a like-in-value contribution of property based on the valuation of the parcel that is the subject of this RFP as well as the deed restriction of approximately 107.5 acres of Liberty National Golf Course to Green Acres for recreational golf use during the term of the lease.
2. The Lease would be entered upon being awarded the bid for the RFP. However, the Date that the Lease is entered will be distinct from the commencement date of the Lease Term. The Lease Term would commence as of the date of completion of the construction of the new three golf holes ("Commencement Date"). More specifically, it is proposed that the Commencement Date of the Lease be at the point when the completion of Phase 1 construction of the three golf holes and the completion of the permitting for Phase 2 construction of the three golf holes.

The proposed commencement date would accommodate Liberty National's needs in light of its contract with the PGA TOUR and planned commitments for golfing events, which require the course in its present form to remain fully operational until the new golf holes are completed and incorporated into the course.

3. WA Golf also proposes an alternative to the requirement that the Tenant be solely responsible for all pre-existing environmental conditions on the leased premises and must obtain a Remedial Action Permit and Remedial Action Outcome for unrestricted use. WA Golf would reserve its rights as to responsible parties (other than NJDEP) with respect to preexisting environmental conditions on the proposed leasehold and respectfully requests permission to obtain a restricted use Remedial Action Outcome for the proposed recreational golf use of the leased premises, which will be protective of human health and the environment.



EXHIBIT A

**Liberty State Park
Jersey City, Hudson County**

**Block 24307
Lot 10**
**Old Block 1497
Old Lot 1E**

0 200 400 800 Feet 

0 125 250 500 Feet 
01-15-2017

Legend

Landuse 2012

-  **BARREN LAND**
-  **FOREST**
-  **URBAN**
-  **WATER**
-  **WETLANDS**



EXHIBIT B

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the ____ day of _____ in the year Two Thousand and Eighteen (2018).

BETWEEN

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE
MAIL CODE 501-04
P. O. BOX 420
TRENTON, NEW JERSEY 08625-0420

hereinafter referred to as Landlord,

AND

WA GOLF COMPANY, LLC
C/O LIBERTY NATIONAL GOLF CLUB
100 CAVEN POINT ROAD
JERSEY CITY, NEW JERSEY 07305

hereinafter referred to as Tenant.

WHEREAS, Landlord is charged with the responsibility and is empowered to acquire, hold, lease, manage, protect and develop lands of the State of New Jersey for recreation, conservation, cultural and educational purposes; and

WHEREAS, Landlord acquired certain property within the Caven Point area of Liberty State Park located in the City of Jersey City, County of Hudson, State of New Jersey ("Caven Point") and, said property currently comprises part of the Liberty State Park; and

WHEREAS, Landlord issued a Request for Proposal that is attached to this Lease as Exhibit A to solicit proposals from qualified organizations to operate outdoor recreational amenities within Caven Point; and

WHEREAS, the Tenant provided a Proposal to Landlord that is attached to this Lease as Exhibit B for such outdoor recreational amenities within Caven Point; and

WHEREAS, Landlord accepted the Tenant's Proposal and issued the Notice of Acceptance of the Tenant's Proposal that is attached to this Lease as Exhibit C; and

WHEREAS, the Tenant is interested in entering into a new lease with the Landlord; and

WHEREAS, Landlord has determined that leasing the herein below described leased premises to Tenant will not interfere with reasonably anticipated plans for development of the subject property for public recreation and conservation purposes and that the best interests of the State of New Jersey will be served by leasing the subject property to Tenant for the purpose and subject to the conditions herein below provided.

NOW THEREFORE, in consideration of the payment of rent by Tenant and as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT, IN ACCORDANCE with the provisions of N.J.S.A. 13:13A-9 and N.J.S.A. 13:1L-8, Landlord does hereby grant to Tenant and Tenant does hereby accept, a lease to enter upon, for the purposes herein provided: All that certain land and improvements thereon known and designated as and consisting of approximately 21 acres in Jersey City, State of New Jersey, ("Leased Premises"). The Leased Premises are identified more particularly on the Lease Map attached to and made a part of this Lease Agreement as Exhibit D.

Landlord and Tenant hereby mutually covenant and agree as follows:

1. TERM

A. This Lease Agreement shall be in effect for a period of TENTY-FOUR (24) years (the "Term"), commencing on the "Effective Date," unless sooner terminated as hereinafter provided or pursuant to Paragraph 24 of this Lease Agreement, with no renewal option. The Effective Date shall be the date on which Tenant obtains all final and unappealable land use, environmental, and/or site plan approvals and other governmental authorizations relating to the construction, use or occupancy covering the Leased Premises, the Improvements or any part thereof by Tenant and completes all necessary construction for the operation of the Improvements ("Effective Date").

B. If Landlord permits the Tenant to continue operating the Leased Premises after expiration of the Lease Agreement without having executed a new written agreement, the Tenant shall continue to operate subject to all terms, covenants, and conditions contained in the expired Lease Agreement. Such continuation of operations by the Tenant shall not constitute a renewal or extension of the expired Lease Agreement.

2. RENT

A. Tenant shall pay to Landlord an annual rent (the "Rent") in the amount of TEN THOUSAND DOLLARS (\$10,000.00). Rent for the first year will be due when Tenant returns this Lease Agreement, signed by Tenant, to Landlord for signature. For every year thereafter, the Rent shall be payable on the Effective Date of this Lease Agreement.

A. All Rent shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Department of Environmental Protection
Natural & Historic Resources
Administrator, Office of Leases & Concessions
Mail Code 501-04C
PO Box 420
Trenton, New Jersey 08625-042

B. Any payment of Rent not made on or before the date provided in Subparagraph 2A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of five percent (5%) of the total amount due calculated on the tenth (10th) day of each month.

C. In the event any check for payment is returned to Department, all future compensations shall be made by Certified or Cashier Checks only.

3. ADDITIONAL RENT

A. Where expressly provided herein, the cost of Tenant's compliance with this Lease Agreement shall constitute "Additional Rent."

B. If Tenant fails to comply with any agreement in this Lease Agreement, Landlord may do so on behalf of Tenant. Landlord may charge the cost of compliance to Tenant as "Additional Rent." This includes reasonable attorney's fees incurred by Landlord as a result of Tenant's violation of any agreement contained in this Lease Agreement.

C. The Additional Rent shall be due and payable as rent within thirty (30) days after written demand thereof by Landlord. Nonpayment of Additional Rent gives Landlord the same rights as if Tenant failed to pay the Rent.

4. PURPOSE

A. Tenant shall not use or occupy the Leased Premises for any other purpose than for uses in conjunction with the uses of the existing adjacent golf course. Said purposes are hereinafter collectively referred to as "Activities."

B. Tenant shall not use or allow or permit others to use the Leased Premises for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use which would in any way: (i) make void or voidable any insurance then in effect; (ii) cause damage to all or any part of the Leased Premises or any adjacent State Park property; (iii) violate any federal, State, or local law, ordinance, rule, or order; or (iv) constitute a public or private nuisance. Tenant shall not cause or permit to occur, any violation of any federal or State law or regulation now or subsequently in effect related to environmental conditions on, under, or about the Leased Premises, including but not limited to soil, ground water, and surface water conditions. Without limitation, Tenant shall not dump or place or otherwise permit or allow any person to dump or place (a) soil or other substances or material as landfill on the Leased Premises as part of the improvement and maintenance of the Leased Premises, or (b) any trash, waste, hazardous waste,

vehicles, equipment, or any unsightly or offensive materials on the Leased Premises.

C. In the performance of this Lease Agreement and of Tenant's internal affairs, Tenant shall not engage in, prosecute, endorse, sponsor, or cosponsor any activity or course of action which Landlord reasonably determines interferes with or is contrary to Landlord's control, management, direction, and policy over any other property comprising part of the State Park.

5. CONDITION OF LEASED PREMISES

A. The Leased Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by Landlord including, without limitation, any representation or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Leased Premises and has found same satisfactory for all purposes of this Lease Agreement. Tenant shall provide all such labor, materials, supplies, and equipment sufficient to improve, maintain, and operate the Leased Premises for the purpose and subject to the terms and conditions herein provided.

B. Notwithstanding, Subsection 5(a), the Parties acknowledge that the Leased Premises are contaminated based upon the historical use of the Property and that the Leased Premises has not been fully remediated. To the extent that Tenant undergoes remediation in connection with its uses of the Leased Premises, Tenant retains all rights available at law against parties that are potentially responsible for contamination on the Leased Premises. Tenant shall be responsible for conducting an environmental investigation for any activities proposed at the site including, but not limited to, preparation of a Preliminary Assessment (PA) and conducting a Site Investigation (SI), possible Remedial Investigation (RI) and preparation of Remedial Action Workplan (RAW) and Remedial Action Report (RAR) and obtaining a Remedial Action Permit (RAP) and Remedial Action Outcome (RAO).

6. SECURITY

Tenant shall, at its sole cost and expense, be responsible for security of the Leased Premises and any Improvements thereon. Landlord has no obligation to Tenant for security of the Leased Premises and shall not be responsible to Tenant, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage, or destruction of Improvements, supplies, equipment, or personal property on the Leased Premises.

7. MAINTENANCE, REPAIR, AND UTILITIES

A. Tenant shall be solely responsible for the maintenance of the Leased Premises and buildings, structures, and improvements thereon, including structural repairs, the installation and repair of all utility systems, and the cost of all utility services, if applicable. Tenant shall deliver up peaceable possession of the Leased Premises to Landlord upon expiration or termination of this Lease Agreement in at least as good condition as it was delivered at the commencement of the Tenn. Landlord shall not be required to maintain or repair the Leased Premises.

B. Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises,

including any improvements constructed or located thereon, in good repair and condition and shall promptly make all structural, nonstructural, ordinary, and extraordinary repairs of every kind which may be required to be made upon or in connection with the Leased Premises, any improvements thereon or any part thereof in order to keep and maintain the Leased Premises and any improvements thereon in good repair and condition.

C. Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including any improvements constructed or located thereon, clean, neat, and well maintained.

D. Tenant shall, at its sole cost and expense, install, maintain, repair, and replace all utility systems and pay for the cost of all utility services, including water, gas, heat, telephone, electricity, sewer, and other utility and communications services rendered or used on or about the Leased Premises, if applicable.

E. Tenant shall keep the Leased Premises free of trash and shall be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Leased Premises. Tenant shall participate in and comply with all recycling programs in effect for the county and municipality in which the Leased Premises is located.

F. Tenant shall, at its sole cost and expense be responsible for tree maintenance and hazard tree identification and management on the Leased Premises. Tenant shall obtain and maintain all licenses, permits, and approvals required by the appropriate federal and/or State governmental agency having jurisdiction over the activity to be undertaken.

G. Landlord agrees that Tenant may make such improvements to the ingress and egress roadway as shall be consistent with the safety and welfare of the general public. These improvements may include grading and installation of additional gravel. However, no permanent paving or other hard surface improvement shall be allowed. Tenant shall obtain all necessary road permits in connections with the above described improvements as shall be required by the State of New Jersey, Department of Transportation.

8. IMPROVEMENTS

A. Tenant shall not enter into any contract for or commence any restoration, preservation, renovation, or improvement project, including but not limited to the construction or placement of any non-permanent building, structure, or utility, or any change in the natural condition of the Leased Premises (collectively "Improvements") without first submitting to Landlord, and obtaining Landlord's written approval of, an "Improvement Plan" for the proposed Improvement. Landlord shall provide written approval of an Improvement Plan within thirty (30) days of a request from Tenant or, if no response is received after thirty (30) days of such request, the Improvement Plan shall be deemed approved. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (b) a schedule for initiation and completion of each Improvement; (c) a statement whether each Improvement will be performed by Tenant or a contractor; and (d) such additional information that Landlord may reasonably require to

determine whether to approve the proposed Improvement.

B. Landlord's approval shall be based upon Landlord's determination that Tenant is capable of completing the proposed Improvement, and that the intended use and character of the proposed Improvement is consistent with the purposes of this Lease Agreement, is compatible with the natural condition of the Leased Premises, is consistent with the terms of the grant and/or statutory funding source under which Landlord acquired the Leased Premises as same may have been amended through the diversion and/or conversion process, and will not pose a threat to public health and safety. As approved by Landlord, said Improvement Plan shall become a part of this Lease Agreement by reference, and Tenant shall not modify or deviate therefrom without first obtaining Landlord's express written approval.

C. All Improvement Plans submitted to Landlord by Tenant under this Paragraph are for the purpose of assisting Landlord in determining whether to approve the proposed Improvement under the criteria for approval set forth in Subparagraph B of this Paragraph. Landlord's approval of any such plan through the State Park Service shall not be construed to relieve Tenant of its responsibility to obtain and maintain all licenses, certificates, permits, and approvals now or subsequently required by federal, State, and local authorities for the construction and use of the Improvement. Tenant shall, prior to the commencement of any Improvement, apply for and obtain all federal, State, and local licenses, certificates, permits, and approvals required for construction of the proposed Improvement. Upon the issuance of said licenses, certificates, permits, and approvals, Tenant shall submit copies of same to Landlord and then commence the Improvement project in accordance with the approved Improvement Plan. All construction shall be done in a good and workmanlike manner in accordance with the approved Improvement Plan and all requisite licenses, certificates, permits, approvals, and any other requirements of federal, State, or local authorities having jurisdiction.

D. Approval by Landlord of design plans, specifications, and reports submitted by Tenant in accordance with this Lease Agreement shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, and reports furnished under this Lease Agreement. Tenant shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by Landlord shall not be construed as a waiver of any rights of Landlord under this Lease Agreement or any cause of action arising out of the performance of this Lease Agreement.

E. Landlord reserves the right to approve the location, type of structure, and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Leased Premises.

F. Upon compliance with this Paragraph, Tenant may enter into contracts for the performance of construction of an Improvement, provided that in no such event shall Tenant's obligations under this Lease Agreement be deemed to be diminished thereby. Nothing contained

in any such contracts shall be construed as creating any contractual relationship between any contractor or subcontractor and Landlord.

G. Tenant shall, at its sole cost and expense, provide all necessary construction management for each Improvement. Landlord may, at its sole cost and expense, monitor Tenant's construction management.

H. For any Improvement undertaken as a single project and involving an estimated cost aggregating more than Twenty Thousand (\$20,000.00) Dollars, Tenant shall, at the request of Landlord: (i) provide to Landlord, as security for the satisfactory completion of the construction of the project in form and substance satisfactory to Landlord, a corporate surety bond of a corporate surety company satisfactory to Landlord in the amount of one hundred percent (100%) of the cost of construction of the project, naming Landlord and Tenant as co-obligee; and (ii) provide to Landlord a labor and material payment bond of a corporate surety company satisfactory to Landlord and meeting the requirements of N.J.S.A. 2A:44-143 providing for the prompt payment for materials, supplies, labor, services, and equipment, naming Landlord and Tenant as co-obligee in form and substance satisfactory to Landlord.

I. Before commencement of construction, Tenant shall deliver to Landlord certificates of insurance showing that Tenant and/or its contractors and subcontractors have obtained insurance coverage during construction as follows: (i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement; (ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death, or property damage for any one accident; and (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease. The insurance policies described in (i) and (ii) above shall name Landlord as an additional insured. The certificates of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies.

J. All Improvements undertaken or made without Landlord's written approval and/or for which Tenant cannot document to the satisfaction of Landlord that the Improvement was completed in accordance with the requirements of all federal, State, and local agencies having jurisdiction shall be removed by Tenant on Landlord's demand. Tenant shall, at Tenant's sole cost and expense, repair any damage to the Leased Premises caused by Tenant's construction and/or removal of any unauthorized or unacceptable Improvement.

K. Upon completion of any Improvement, Tenant shall, as a condition precedent to

Landlord's acceptance and Tenant's use and operation thereof as part of the Leased Premises, deliver to Landlord: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Tenant's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Leased Premises or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.

L. All Improvements constructed or installed on the Leased Premises by Tenant shall, upon completion in accordance with the approved plans therefor and the requirements of public authorities having jurisdiction thereof and upon Termination of the Lease; become the property of Landlord as part of the Leased Premises without payment of compensation therefore to Tenant.

M. The parties agree that temporary Improvements for golf events shall be exempt from the requirements of this Paragraph 8.

9. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES

A. Tenant shall obtain, maintain, and comply with all necessary licenses, permits, and approvals required by the appropriate federal, State, and local authorities for the improvement, maintenance, and use of the Leased Premises in accordance with this Lease Agreement. Landlord agrees to fully cooperate with Tenant in obtaining the same. Tenant shall provide Landlord with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to the commencement of improvement, maintenance, and use of the Leased Premises. Tenant also shall provide Landlord with satisfactory documentation that all such licenses, permits, and approvals have been renewed as may be required so that Landlord is at all times in possession of adequate documentation that Tenant has obtained and is maintaining such licenses, permits, and approvals.

B. Tenant shall, at its sole cost and expense, comply and shall cause the Leased Premises to comply with all duly promulgated and applicable federal, State, and local laws, ordinances, rules, and orders affecting the Leased Premises, or any part thereof; or the use thereof; including those which require the making of any structural or extraordinary changes thereto whether or not any such laws, ordinances, rules, or orders may involve a change of policy on the part of the governmental body enacting the same. Without limiting the scope of the preceding sentence, Tenant shall comply with the provisions of the New Jersey State Park Service Code, N.J.A.C. 7:2-1 et seq., or as subsequently in effect, in Tenant's use and occupancy of the Leased Premises and any activities on adjacent land and waters owned and/or under the control of Landlord.

C. Tenant shall comply with the requirements of all policies of insurance required by this Lease Agreement which at any time may be in force with respect to the Leased Premises.

D. If Tenant is issued:

- (i) A notice of failure to comply with any policy of insurance required by this Lease Agreement;
- (ii) A summons or any notice of violation of any license, permit, certification, authorization, approval, or any other similar instrument(s) required by any federal, State, or local authority having jurisdiction necessary to improve, maintain, and use the Leased Premises in accordance with the provisions hereof; or
- (iii) A summons or any notice of violation of any duly promulgated and applicable federal, State, or local laws, ordinances, rules, and orders affecting the Leased Premises, any part thereof or the use thereof;

Tenant shall immediately forward a copy of the notice or summons to Landlord, and Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice.

10. TITLE TO IMPROVEMENTS AND CERTIFICATION OF COMPLETION

A. Title to all Improvements of the Premises by Tenant shall, upon completion in accordance with the approved Improvement Plan therefore and the requirements of federal, State, and local authorities having jurisdiction thereof and upon approval of such Improvements by Landlord, be vested in and remain with Tenant for the duration of the term of this Agreement as set forth in Paragraph 1(A). All Improvements must be completed in accordance with the Improvement Plan approved by Landlord under Paragraph 8 hereof and must be in compliance with the requirements of all federal, State, and local authorities having jurisdiction.

B. Upon completion of any Improvement, Tenant shall, as a condition precedent to Landlord's acceptance and Tenant's use and operation thereof as part of the Leased Premises, deliver to Landlord: (i) copies of all permanent certificates of occupancy necessary for use and occupancy of the Improvement; (ii) copies of final and complete waivers by Tenant's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Leased Premises or Improvement or any work performed; and (iii) one complete set of reproducible "as-built" or record drawings of the Improvement.

11. TAXES AND ASSESSMENTS

Tenant shall, as Additional Rent hereunder during the Term of this Lease Agreement, promptly pay when due all taxes and assessments, if any, together with interest and penalties thereon, which are that are levied upon or assessed by any government body by reason of the Tenant's activities at the Leased Premises. Immediately upon receipt, Tenant shall forward a copy of any tax bill or assessment to Landlord. If any assessment or tax may be paid in installments, Tenant may pay same in installments, except that each installment and any interest shall be paid by the final date fixed for the payment thereof and the whole tax or assessment shall be paid prior to the expiration or termination of this Lease Agreement. Tenant shall furnish to Landlord, within thirty (30) days after demand thereof, proof of the payment of any such tax or assessment. In the event that the full amount of said tax or assessment is not paid prior to the

expiration or termination of this Lease Agreement, the payment thereof shall remain a continuing obligation of Tenant after the expiration or termination of this Lease Agreement.

12. FEES

To the extent that there may be public use of the Leased Premises, Tenant shall not charge a fee for public use of the Leased Premises. It is acknowledged that Tenant's use of the Leased Premises will be a non-public use.

13. NO INTERFERENCE WITH OPERATION OF STATE PARK - CLOSURE

A. Tenant shall, in its occupancy and use of the Leased Premises, conduct all Activities so as not to interfere with, impair, or prevent Landlord's development, maintenance, management, and operation of the State Park and the safe use and enjoyment thereof by the public. Tenant shall coordinate with Landlord all Activities which could adversely affect the State Park or the public's use and enjoyment thereof and shall implement all measures reasonably required by Landlord to minimize such adverse effects.

B. Landlord, in its sole discretion, reserves the right to limit or close access to the State Park, including the Leased Premises, if Landlord determines: (i) that State Park facilities are being used to capacity; (ii) there is inclement weather or threat thereof; or (iii) the State Park is closed for any reason under Landlord's State Park closure policies. Tenant hereby agrees to abide by Landlord's decision and waives any claim for damages or compensation resulting from closure of the State Park.

14. ACCESS TO LEASED PREMISES

A. Landlord, its agents, employees, and contractors shall have the right of access to (including a key(s) to any locked areas) and egress and ingress on, over, and across the Leased Premises if needed for access to, maintenance, development, operation, and administration of other State Park property. Landlord shall exercise its rights under this subparagraph in such manner so as not to damage Tenant's property or unreasonably interfere with Tenant's use and occupancy of the Leased Premises considering the nature and extent of Landlord's necessary access. Whenever possible, Landlord shall exercise its rights under this subparagraph by use of existing access roads on the Leased Premises.

B. An authorized representative of Landlord shall have the right to enter upon the Leased Premises and evaluate Tenant's interpretation, restoration, preservation, improvement, maintenance, and operation thereof and to take such action as Landlord may deem appropriate to assure compliance by Tenant with the terms and conditions of this Lease Agreement and/or to correct any condition resulting from Tenant's failure or omission to comply with this Lease Agreement. Landlord shall exercise its rights under this subparagraph in such manner so as not to damage Tenant's property or unreasonably interfere with Tenant's use and occupancy of the Leased Premises, considering the nature and extent of Landlord's activities necessary to assure Tenant's compliance with this Lease Agreement.

15. SIGNS

Tenant shall not post or allow any signs or advertisements of any description to be painted or posted on the Leased Premises, any of the buildings or structures on the Leased Premises, and/or on any other property or improvement comprising part of the Delaware and Raritan Canal State Park, unless specifically approved by Landlord in writing. The parties agree that temporary signs or advertisements for golf events shall be exempt from the requirements of this Paragraph 15.

16. DAMAGE TO PROPERTY

A. Tenant shall, at Tenant's sole cost and expense, repair any damage caused by Tenant, its employees, agents, contractors, or invitees to the Leased Premises within the period of time prescribed by Landlord in a written demand.

B. In the event of damage to or destruction of the Leased Premises in whole or in part by fire, explosion, the elements, or other casualty, Tenant shall, as promptly as possible after Tenant has knowledge of such damage or destruction, notify Landlord thereof. Landlord may, in its sole discretion: (a) if the casualty has completely damaged the Leased Premises or any Improvement located thereon, declare this Lease Agreement terminated from the date of such damage or destruction; or (b) allow Tenant, at Tenant's sole cost and expense, a reasonable opportunity to proceed with all due diligence to cause such damage or destruction to be repaired or remove any damaged or destroyed Improvement and restore the affected Leased Premises.

C. All repairs by Tenant of damage to the Leased Premises shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications submitted to and approved by Landlord under this Lease Agreement to the same extent as though said repair is an Improvement.

D. This Lease Agreement shall not be construed to require or obligate Landlord to cause any damage to or destruction of the Leased Premises to be repaired for the benefit of Tenant. Landlord shall not be liable to Tenant for any loss occasioned by the damage to or destruction of the Leased Premises and/or Landlord's declaration that this Lease Agreement is terminated.

17. INDEMNIFICATION

A. Tenant shall, for Tenant, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use and occupancy of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and each of its officers, agents, employees, successors, and assigns and hereby releases Landlord and each of its officers, agents, employees, successors, and assigns from and against any liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising or allegedly arising in whole or in part from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Leased Premises, any Improvements thereon, or upon any sidewalk or walkway within the Leased Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, Improvements, or any part thereof, and construction or repair of any Improvements on the Leased Premises;
- (ii) Violation of any agreement or condition of this Lease Agreement by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant;
- (iii) Violation by Tenant of any contracts, agreements, or restrictions of record concerning the Leased Premises;
- (iv) Failure or omission to comply with any insurance policy required under this Lease Agreement or any federal, State, or local law, ordinance, rule, or order affecting the Leased Premises or Tenant's use thereof; and
- (v) Any act, error, or omission by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant in the performance of this Lease Agreement.

B. Tenant agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Landlord and release Tenant and Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Leased Premises.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other along with complete particulars of the claim. If a suit is brought against Landlord, Tenant, or any of their agents, subcontractors, servants, or employees, they shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of their representatives.

D. It is expressly agreed and understood that any approval by Landlord of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease Agreement.

E. Tenant's liability pursuant to this Paragraph shall continue after the termination or expiration of this Lease Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease Agreement which survive such termination or expiration.

F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease Agreement.

G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease Agreement, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease Agreement or at law or in equity.

18. CLAIMS AND REMEDIES

A. Claims. The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

- (i) Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made by the Commissioner. The Commissioner's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.
- (ii) All claims asserted against the Department by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

B. Remedies. Nothing in the contract shall be construed to be a waiver by the Department of any warranty, expressed or implied, or any remedy at law or equity.

19. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease Agreement, insurance on the Leased Premises for damages imposed by law and assumed under this Lease Agreement, of the types and in the amounts hereinafter provided:

- (i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability.

Limits of liability shall be maintained at the level of Five Million (\$5,000,000.00) Dollars for each occurrence of bodily injury and property damage liability;

- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents, including artifacts and furnishings, owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Landlord in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease;
- (iv) If issued a liquor license by the New Jersey Division of Alcohol Beverage Control, the Tenant shall procure such insurance, with the Department as an additional insured, that shall include but not be limited to the sale and service of alcohol; and
- (v) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph 23A.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Landlord and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection, State Park Service and WA Golf, LLC as an additional insured.

D. When Tenant returns this Lease Agreement, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. A copy of the certificate of insurance shall be attached to this Lease Agreement as Exhibit E. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for sixty (60) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies so that Landlord is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement. Tenant also shall, upon request, provide Landlord with copies of each policy required under this Lease Agreement certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Landlord a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease Agreement. Tenant shall deliver the certificates to Landlord's address in this Lease Agreement.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Landlord from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph shall be reviewed by Landlord and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

20. REPORT OF INJURY

Any injury which shall occur during any activity hereunder to Tenant, its servants, agents, volunteers, contractors, or invitees requiring medical intervention of which Tenant is notified, shall be reported by Tenant to Landlord in writing within seven (7) days of the incident.

21. ASSIGNMENT

Tenant shall not assign or transfer this Lease Agreement or Tenant's responsibilities under this Lease Agreement or the operations authorized hereunder, nor sell or otherwise assign or transfer a controlling interest in such operations or Tenant's ownership (hereinafter collectively referred to as an "Assignment"), without the written approval of Landlord.

22. SUBLETTING

Tenant shall not sublet the Leased Premises or any part thereof

23. BANKRUPTCY

If, during the term of this Lease Agreement, Tenant shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt, or if a receiver be appointed for Tenant, then Landlord may, at its option, terminate this Lease Agreement by serving a notice thereof upon the assignee, receiver, trustee, or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of Rent or liability then accrued and owing to Landlord.

24. SUSPENSION OF OPERATION

Tenant shall, at the direction of Landlord, immediately suspend, delay, or interrupt all or any part of its operations or use of the Leased Premises as Landlord determines to be appropriate. Any suspension shall be effective immediately upon notification of Tenant by Landlord. The primary reasons for issuance of such an order will be: (i) failure by Tenant to comply with any of the obligations and responsibilities on its part to be performed under this Lease Agreement; and/or (ii) any reason including but not limited to the occurrence of hazardous work conditions, emergency conditions, unusually violent weather conditions or the threat thereof, or any other reason where continuation of Activities by Tenant may detrimentally impact State-owned property and/or the health and safety of the public, persons on site. Any suspension under item (i) above shall be in effect until Tenant resolves, to the satisfaction of Landlord, its failure to comply with any of the obligations and responsibilities on its part to be performed under this Lease Agreement. Tenant's failure to comply shall be described in the written notice. Any suspension under item (ii) above shall be effective until the reason for closure no longer exists. Tenant hereby waives any claim for damages or compensation as a result of Landlord's action under this Paragraph. Landlord's rights under this Paragraph shall be in addition to and shall not limit any other right or remedy available to Landlord under this Lease Agreement or otherwise at law or in equity.

25. TERMINATION

A. Tenant shall comply with the terms and conditions of this Lease Agreement. Failure to comply and/or the existence of any condition which Landlord determines to be in violation of the terms and conditions hereof shall be considered a material breach, in which event Landlord may terminate this Lease Agreement as follows:

- (i) In the event of Tenant's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Lease Agreement or to provide Landlord with certificates of insurance documenting that Tenant has obtained and is maintaining such insurance coverage; (b) to provide Landlord with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Lease Agreement; (c) pay when due any Rent, Additional Rent, or other sums required to be paid by Tenant hereunder; or (d) correct any

violation described in a notice or summons issued to Tenant under this Lease Agreement, and a continuation of such failure under (a), (b), (c), or (d) above for a period of ten (10) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof; or

- (ii) In the event of Tenant's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail, Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof.

B. Tenant shall have the right to terminate this Lease Agreement upon ninety (90) days' written notice served upon Landlord by Certified Mail, Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Lease Agreement. Within forty-five (45) days after Landlord's receipt of said notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. If Tenant and Landlord determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Landlord's receipt of the notice.

C. Termination of this Lease Agreement by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease Agreement as of the date of such termination.

D. Tenant shall deliver up peaceable possession and use of the Leased Premises to Landlord upon any termination or expiration of this Lease Agreement in at least as good condition as it was delivered at the commencement of this Lease Agreement.

26. END OF TERM

Upon the expiration, termination, surrender, or declaration of this Lease Agreement as null and void ("End of Term"), Tenant shall:

- (i) immediately cease all occupancy and use of the Leased Premises, vacate, and turn over peaceable possession and use thereof to Landlord. Landlord may at once reenter and remove any and all persons occupying the Leased Premises;
- (ii) remove all personal property lawfully belonging to and removable by Tenant, at Tenant's sole cost and expense, within the time prescribed in any notice of termination or before the End of Term. If Tenant removes any personal property, Tenant hereby covenants to repair any and all damage which may be caused to the Leased Premises by said removal. If

Tenant fails to remove such personal property, Landlord may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of Tenant; and

- (iii) (iii) pay to Landlord without demand all Rent, Additional Rent, and other payments accrued to the date of the End of Term.

27. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the Leased Premises or in the buildings or any Improvements thereon. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Leased Premises or the buildings or any Improvements thereon, or labor performed or material furnished therein, thereon, or thereto, neither Landlord nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material.

B. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Leased Premises, any buildings, or any Improvements thereon, or against Landlord (whether or not such lien, charge, or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof.

C. Tenant shall, upon completion of any Improvement(s), provide Landlord with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

28. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the Laws of the State of New Jersey relating to the procurement and performance of this Lease Agreement have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

29. AMENDMENTS

The parties hereto agree that this Lease Agreement may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto made in writing.

30. ENTIRE AGREEMENT

The parties hereto agree that this Lease Agreement represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

31. HOLD OVER TENANCY

If Landlord permits Tenant to remain in possession of the Leased Premises after expiration of this Lease Agreement without having executed a new written lease with Landlord, then Tenant shall occupy the Leased Premises subject to all terms, covenants, and conditions contained in this Lease Agreement. Such holding over by Tenant shall not constitute a renewal or extension of this Lease Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of its term and thereupon be entitled to all the remedies against Tenant provided by law.

32. NOTICES

The parties hereto agree that all submissions, approvals, and notices which may be required under this Lease Agreement shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

Landlord: Department of Environmental Protection
Natural & Historic Resources
Manager, Office of Leases and Concessions
Mail Code 501-04C
P.O. Box 420
Trenton, New Jersey 08625-0420

Copy:

Tenant: WA Golf Company, LLC
Attention: David Hefty
c/o Liberty National Golf Club
100 Caven Point Road
Jersey City, New Jersey 07305

Copy:

W. Nevins McCann, Esq.
Connell Foley LLP
185 Hudson Street
Suite 2510
Jersey City, New Jersey 07311

33. SUPERSEDES

This Lease supersedes and cancels all previous leases, permits, or agreements covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein.

34. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

35. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Lease shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

36. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of Landlord and Tenant's heirs, executors, administrators, and assigns.

37. SEVERABILITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term and provision of this Lease Agreement, shall be valid and be enforced to the fullest extent permitted by law.

38. HEADINGS

The article, paragraph, and subparagraph headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease Agreement.

39. NO DISCRIMINATION - AMERICANS WITH DISABILITIES ACT

Tenant must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

Tenant shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Specifically, Tenant shall not

A. discriminate against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the private access to and use of the Compound.

C. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public access to and use of the Comfort Station.

40. GOVERNING LAW

This Lease Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

41. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Lease Agreement, and no person, firm, or entity not a party to this Lease Agreement shall be entitled to claim any right, benefit, or presumption from, or estoppel by, this Lease Agreement.

42. NEGOTIATED DOCUMENT

Each and every provision of this Lease Agreement has been independently, separately, and freely negotiated by the parties as if this Lease Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

43. PAY TO PLAY (IF APPLICABLE).

A. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Lease for Tenant to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Tenant itself, would subject that entity to the restrictions of P.L.2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject Tenant to the restrictions of P.L.2005, c.51. Further, where Tenant is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Lease exceeds \$17,500, Tenant shall submit with this Lease a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions Tenant made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the "Ownership Disclosure Form". It is the Tenant's continuing obligation to report any contributions it makes during the term of this Lease. Additionally, unless this Lease is required by law to be publicly advertised for bids, if Tenant is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Lease exceeds \$17,500, Tenant shall submit with this Lease a "Vendor Certification and Political Contribution Disclosure Form" listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by Tenant during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

B. Tenant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

44. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Lease, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. for all construction, reconstruction, demolition, alteration, fabrication, repair work or maintenance work, including painting and decorating, done under contract. Tenant also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the Tenant must comply with the federal requirements.

45. MACBRIDE PRINCIPLES CERTIFICATION

Tenant agrees to comply with N.J.S.A. 52:34-12.2 and certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

46. IRAN CERTIFICATION

Tenant agrees to comply with Public Law 2012, c. 25, and certify that neither Tenant nor any of Tenant's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").

47. RESOLUTION

When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary. Annually on the anniversary of the Effective Date, Tenant shall submit to Landlord a current certificate of standing issued by the Secretary and a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Lease by Tenant for the purposes and subject to the terms and conditions set forth herein, which shall become part of and is attached to this Lease as Exhibit F.

48. STATE HOUSE COMMISSION APPROVAL

This Lease shall not be effective unless Landlord obtains from the State House Commission evidence that the State House Commission has approved the execution of this Lease for the purposes and subject to the terms and conditions herein provided.

49. ATTACHMENTS

The following are attached to and made a part of this Lease Agreement:

Exhibit A — Request For Proposal

Exhibit B — Tenant's Proposal

Exhibit C — Notice of Acceptance

Exhibit D — Map of Leased Premises

Exhibit E — Certificate of Insurance

Exhibit F — Resolution

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease Agreement, effective on the date herein below set forth.

LANDLORD

STATE OF NEW JERSEY
Department of Environmental Protection

By: _____
David Glass, Assistant Commissioner

Date: _____

ATTEST:

By: _____

Date: _____

TENANT:

WA GOLF COMPANY, LLC

By: _____
[REDACTED]

Date: _____

ATTEST:

By: _____

Date: _____

THIS AGREEMENT HAS BEEN
REVIEWED
AND APPROVED AS TO FORM BY:
XVOGOC ATTORNEY GENERAL
STATE OF NEW JERSEY

By:

Deputy Attorney General

Date:

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on _____, this lease agreement between the DEPARTMENT OF ENVIRONMENTAL PROTECTION, STATE PARK SERVICE, as Landlord, and WA GOLF COMPANY, LLC, as tenant,, was approved by the State House Commission pursuant to N.J.S.A. 52:31-1.1 et seq. and N.J.S.A. 52:31-1.3(a).

Date: _____

Robert J. Shaughnessy, Jr.
Secretary



EXHIBIT C

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT A DD-1 REPORT FOR SECTION B, ITEM #1. For instructions on completing the form, go to <http://www.state.nj.gov/eoee/contractcompliance/contractcompliance.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY [REDACTED]	2. TYPE OF BUSINESS <input type="checkbox"/> 1 MFG. <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 96
4. COMPANY NAME WA GOLF COMPANY, LLC		
5. STREET 100 CROWN POINT RD.	CITY JERSEY CITY	STATE NJ
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		ZIP CODE 07305

7. CHECK ONE: IS THIS COMPANY ☒ SINGLE ESTABLISHMENT EMPLOYER ☐ MULTI ESTABLISHMENT EMPLOYER

8. IF MULTI ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT
10. PUBLIC AGENCY AWARDING CONTRACT

ORIGINAL USE ONLY	DATE RECEIVED	ISSUING DATE	ASSIGNED IDENTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN LEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY AND MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-ASIAN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-ASIAN
Officials/Managers	2	2	0					2					
Professionals	2	2	0					2					
Technicians	5	5	0					5					
Sales Workers	0	0	0										
Office & Clerical	2	0	2							1			1
Craftworkers (Skilled)	11	8	3				1	7		1			2
Operatives (Semi skilled)	15	11	4	5	1			5					4
Laborers (Unskilled)	45	41	4		24			17	1				3
Service Workers	14	8	6		4			4		6			
TOTAL	96	77	19	5	29		1	42	1	8			10
Total employment from previous Report (if any)				-	-			-		-			-
Temporary & Part-Time Employees													
The data below shall NOT be included in the figures for the appropriate categories above.													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1 Visual Survey <input checked="" type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 01/01/17 To: 11/30/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



EXHIBIT D



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WA GOLF COMPANY, L.L.C.
Trade Name:	LIBERTY NATIONAL GOLF CLUB
Address:	100 CAVEN POINT RD JERSEY CITY, NJ 07305-4606
Certificate Number:	0957111
Effective Date:	December 19, 2002
Date of Issuance:	December 01, 2017

For Office Use Only:

20171201160640112



EXHIBIT E



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR/BIDDER: WA Golf Company, LLC

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor/Bidder? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties individuals? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
	_____	ZIP	_____

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
	_____	ZIP	_____

NAME	_____	DATE OF BIRTH	_____
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	_____	STATE	_____
	_____	ZIP	_____

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME	Fireman Real Estate Management LLC		
PARTNER NAME			
ADDRESS 1	c/o Willard Development LLC		
ADDRESS 2	250 Boylston Street		
CITY	Chestnut Hill	STATE	02467 ZIP

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	ZIP

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	ZIP

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	ZIP

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



EXHIBIT F

REDACTED

EXHIBIT G



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: _____ VENDOR/BIDDER: _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
NONE		\$	
		\$	
		\$	
		\$	
Attach additional sheets if necessary.			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

[Redacted Signature Area]



EXHIBIT H



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ VENDOR/BIDDER: WA Golf Company, LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART I BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/index/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



EXHIBIT I

WA Golf Company, LLC

Corporate Structure

