

**Chambers Bay
University Place, WA**



Owner: Pierce County, WA

Contact: Mr. Tony Tipton, County Representative

Telephone: 253-798-4250

Address: 9850 64th St West, University Place, WA 98467-1078

Initial Contract Date: 2004

Rounds: 36,372

Annual Budget: \$3,487,782

Scope of Services: KemperSports was selected in a national search to provide pre-development planning and budgeting, pre-opening marketing for this \$20,000,000 project. KemperSports transitioned to full operations management when the course opened in June 2007.



**Black Gold Golf Course
Yorba Linda, CA**

Owner: City of Yorba Linda, CA

Contact: Ms. Sue Leto, Parks and Recreation Director

Telephone: 714-961-7161

Address: 4845 Casa Loma Avenue, P.O. Box 87014, Yorba Linda, CA 92885-8714

Initial Contract Date: 1999

Rounds: 60,012

Annual Budget: \$4,527,500

Scope of Services: KemperSports was selected by the City in a national RFP to provide development and pre-opening consulting services and then manage the golf course upon opening. In 2006, the City renewed the KemperSports contract for a new 5-year term.



**Tunica National Golf Club
Tunica, MS**

Owner: Tunica County, MS

Contact: Mr. Clifton Johnson, Tunica County Administrator

Telephone: 662-363-1465

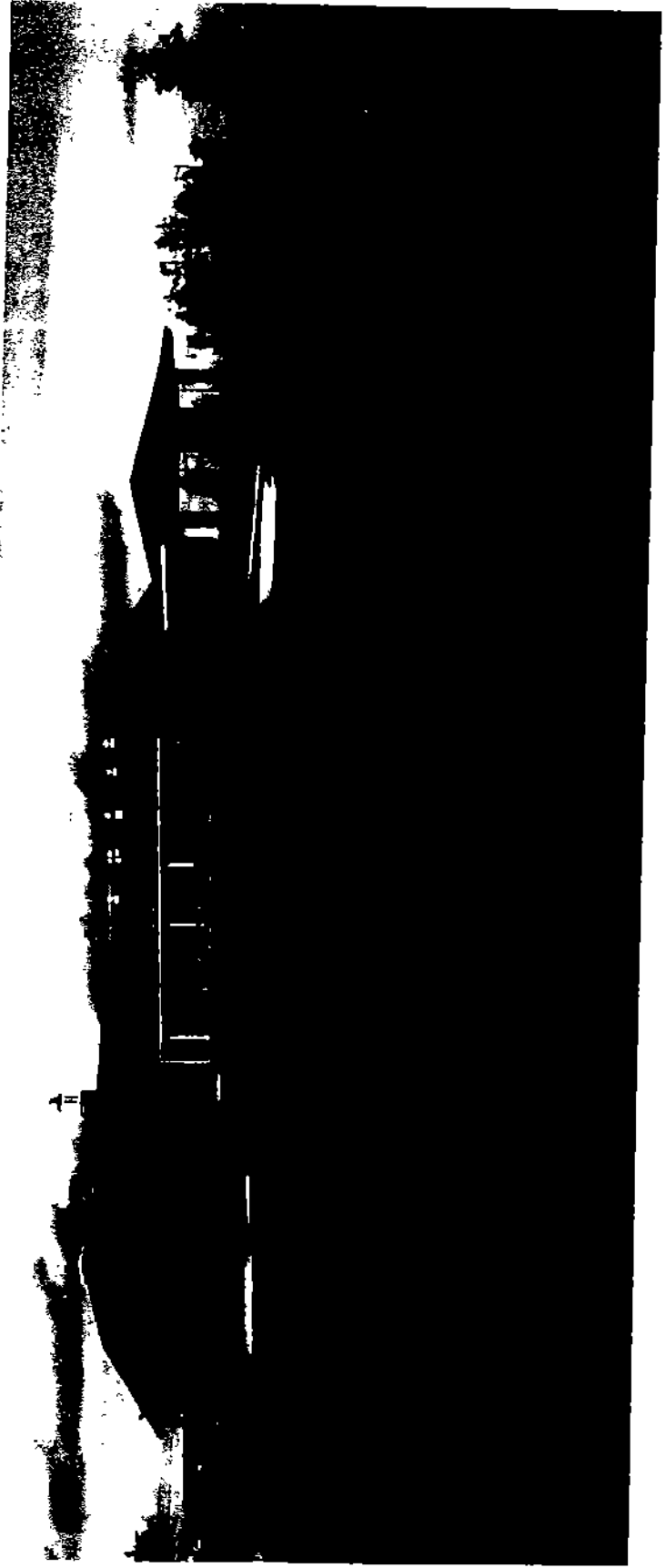
Address: P.O. Box 639, Tunica, MS 38676

Initial Contract Date: 2003

Rounds: 33,145

Annual Budget: \$ 2,063,700

Scope of Services: The County of Tunica, MS selected KemperSports in 2003 for 5 years through a national RFP. The work includes consulting on the grow-in and management the golf course upon opening.



**Bolingbrook Golf Course
Bolingbrook, IL**

Owner: Village of Bolingbrook, IL
Contact: Mr. Roger Claar, Mayor
Telephone: 630-226-8412
Address: 375 W. Briarcliff Rd, Bolingbrook, IL 60440-0951
Initial Contract Date: 2001
Rounds: 27,600
Annual Budget: \$ 7,155,228



Scope of Services: KemperSports was selected in a national RFP to provide development and pre-opening consulting services and then manage the golf course upon opening.

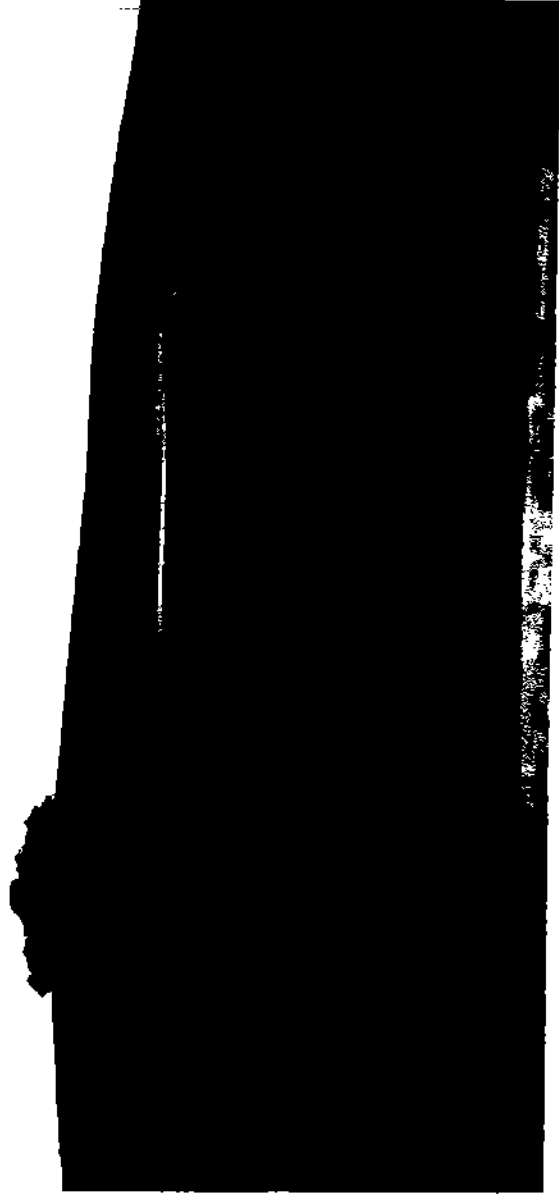


**Shoal Creek Golf Course
Kansas City, MO**



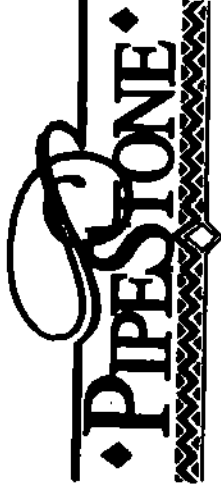
Owner: City of Kansas City, MO
Holes: 18
Contact: Mr. Mark McHenry, Director of Parks and Recreation
Telephone: 816-513-7504
Address: 4600 E 63rd Street Trafficway, Kansas City, MO 64130
Initial Contract Date: 2000
Rounds: 40,984
Annual Budget: \$ 1,231,903

Scope of Services: KemperSports was selected by the City in a national RFP to provide development and pre-opening consulting services and then manage the golf course upon opening.

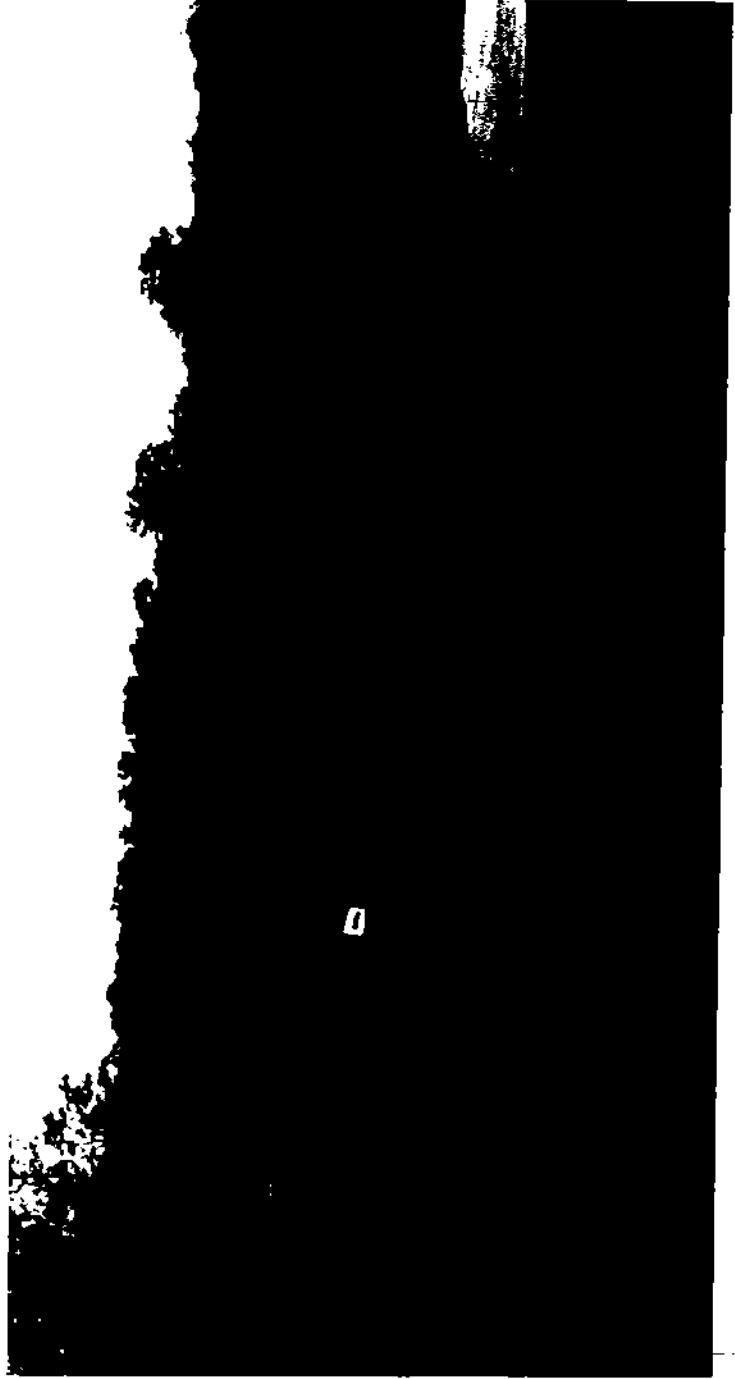


**Pipestone & Mound Golf Courses
Miamisburg, OH**

Owner: City of Miamisburg
Contact: Ms. Dody Bruck, Interim City Manager
Telephone: 937-847-6457
Address: 10 North First Street, Miamisburg, OH 45342
Initial Contract Date: 1991
Rounds: 32,435
Annual Budget: \$ 1,148,578



Scope of Services: KemperSports was selected in 1991 through a national RFP to provide development and pre-opening consulting services and then manage the golf course upon opening. Our contract with the City of Miamisburg has been renewed several times.





[Redacted]

Proprietary
Client contact
info/identifying
info redacted

[Redacted]

December 30, 2008

per N.J.S.A.
47:14-1.1 et seq.

Dear :

It is my understanding you are considering a management company for your new
.. As [Redacted] I have worked closely with Robert Trent
Jones II and KemperSports Management in the development and operation of the [Redacted]
[Redacted] golf course. I'm aware Robert Trent Jones II also designed .. I highly
recommend you consider KemperSports as your management partner, as well.

KemperSports worked with [Redacted] on all phases of the [Redacted] Golf Course,
including design, construction, the course opening, and now full-time operations. [Redacted]
[Redacted] has been a financial success since it opened in June 2007 and has earned an
unprecedented number of awards including *Golf Digest's* Best New Public Course of 2007.
Most remarkably, the United States Golf Association awarded the 2010 U.S. Amateur and the
2015 U.S. Open to [Redacted] an extraordinary feat for a golf course that had been in
business for less than a year.

The KemperSports' regional and corporate group has been very supportive and [Redacted]
has enjoyed a positive working relationship with staff at all levels. In recognition of our
success working together, I recently extended their contract to 2016.

If I can offer any additional information, please feel free to call me. I know you will be
pleased to have KemperSports on your team.

Best regards,

[Redacted signature]





[Redacted]

[Redacted]

December 23, 2008

proprietary
Client contact / identifying
info redacted
per N.J.S.A.
47:1A-1.1 et seq.

Re: KemperSports Management

Dear :

On behalf of the [Redacted] I am pleased to submit this letter outlining our City's experience with KemperSports Management.

We selected KemperSports to manage the [Redacted] in a national RFP in 1996 to consult with us in the development phase and then manage our two golf courses upon opening. We have renewed their contract four (4) times. For fiscal year ending June 30, 2008, [Redacted] achieved record revenues and, again, is recognized by the *Desert Sun* as the best public golf facility in the Coachella Valley.

KemperSports has done a great job managing [Redacted] including golf course maintenance, golf operations, marketing, food & beverage, financial reporting and accounting, and junior golf and outreach programs. We have monthly meetings with their senior corporate executives and on-site personnel to review on-going financial and operational matters. We have received many compliments over the years from our residents and golfing patrons.

Please call me for any further information. I know you will be pleased to have KemperSports manage your new golf course.

Sincerely,

[Redacted Signature]



February 16, 2009

[Redacted]

proprietary
Client contact/identifying
info redacted per
N.J.S.A. 47:1A-1.1
LTS eg.

Re: KemperSports Management

Dear :

I am [Redacted] for the [Redacted] and am responsible for the oversight of the [Redacted] which is managed by KemperSports Management. I understand that the City of [Redacted] is considering hiring a golf course management company to manage its [Redacted] golf courses and in this regard, I am pleased to recommend KemperSports.

KemperSports has worked with the [Redacted] on the [Redacted] since the beginning which included assisting us for over two year prior to the opening of the golf course and now into full-time operations. Since its opening in late 2001, the golf course has enjoyed financial success and the recognition of being a top quality golf course in our local and regional market.

The KemperSports' regional and corporate group has been very supportive of their on-site staff and we have enjoyed a good working relationship with them over the years here at City Hall. In 2006, the City Council renewed their contract.

If I can offer any additional information, please call me at [Redacted] I know you will be pleased to have them to be your golf course management company.

Best regards,

[Redacted Signature]

[Redacted]

Personnel



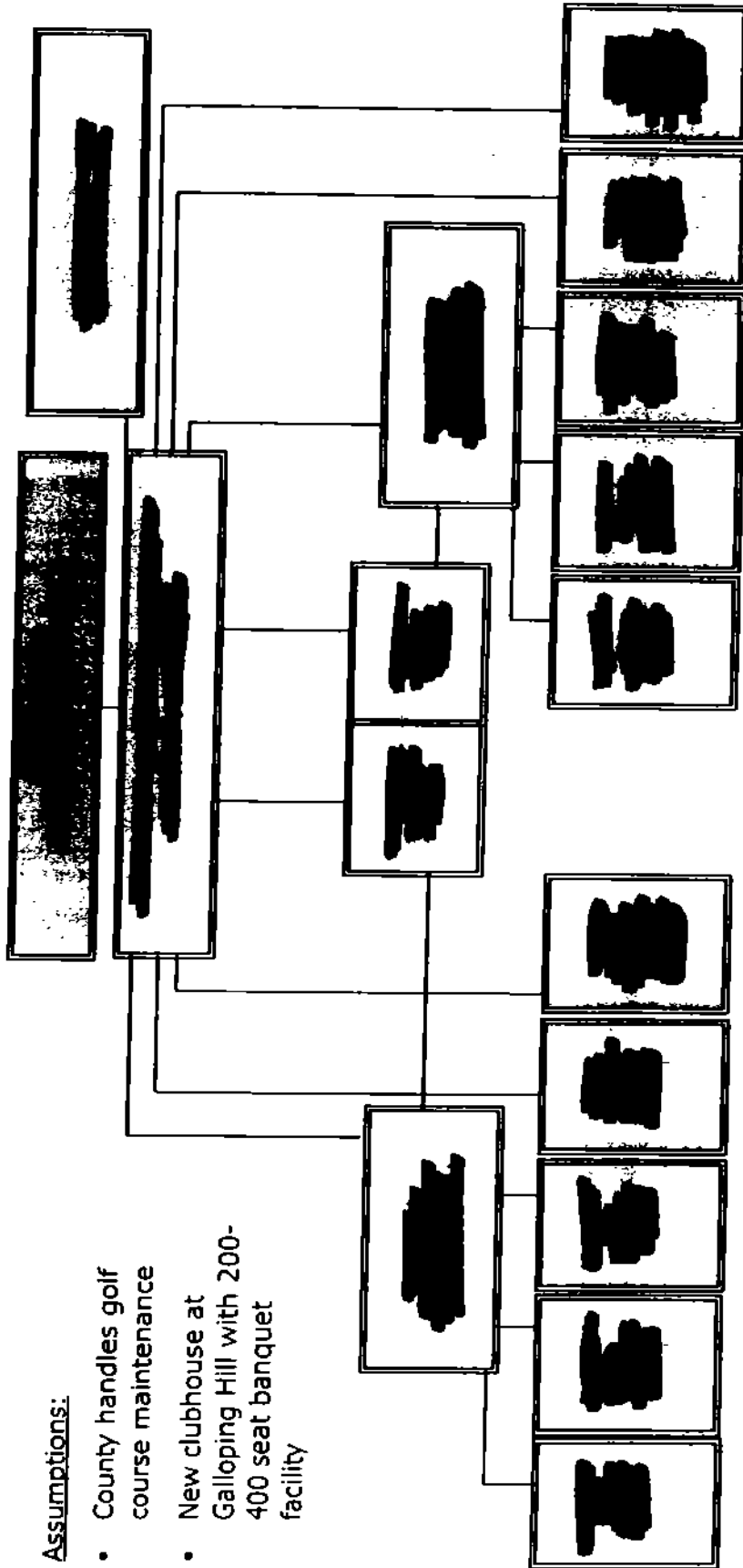
PERSONNEL

Personnel Matrix

KemperSports will assemble a key leadership team to guide day-to-day operations at the golf courses. Our preliminary staffing model has one General Manager, who will oversee department heads at both golf courses. We have successfully applied this model elsewhere and it has proven to be an efficient and cost effective management strategy. Similarly, if the County requests KemperSports to maintain the golf courses, we will have one Head Golf Course Superintendent who will oversee qualified Assistant Superintendents at each golf course. Department heads will include Director's of Golf, Food & Beverage Managers, Controller / Bookkeeper, and a Director of Sales & Marketing with appropriate front line staff with support from our senior home office operating executives, regional operations directors and regional marketing director.

KemperSports proposes the following personnel matrix based on our preliminary property review. We look forward to discussing this preliminary model with Union County representatives.

Personnel Matrix



Assumptions:

- County handles golf course maintenance
- New clubhouse at Galloping Hill with 200-400 seat banquet facility

Proprietary info redacted on this page and pgs 90-107 per N.J.S.A. 47:1A-1.1 et seq.

Staff Qualifications

Below are the qualifications for key personnel at Union County's golf courses.

General Manager

Reports to: [REDACTED]

Position Summary:
[REDACTED]

Essential Duties and Responsibilities:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Qualifications:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Supervises:

[REDACTED]

Classification:

[REDACTED]

Working Conditions:

[REDACTED]

PERSONNEL

[REDACTED]

Machine/Equipment/Tools Used:

[REDACTED]

Physical Requirements:

Must have the ability to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Head Golf Professional / Director of Golf

Reports to: [REDACTED]

Position Summary:
[REDACTED]

- Essential Duties and Responsibilities:
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

PERSONNEL

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Qualifications:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

PERSONNEL

[Redacted]

Supervises:

[Redacted]

Classification:

[Redacted]

Working Conditions:

[Redacted]

Machine/Equipment/Tools Used:

[Redacted]

Physical Requirements:

Must have the ability to:

[Redacted]

Superintendent

Reports to: [REDACTED]

Position Summary:
[REDACTED]

Essential Duties and Responsibilities:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Qualifications:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Supervises:

[REDACTED]

Classification:

[REDACTED]

Working Conditions:

[REDACTED]

PERSONNEL

[REDACTED]

Machine/Equipment/Tools Used:

[REDACTED]

Physical Requirements:

Must have the ability to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Controller

Reports to: [REDACTED]

Position Summary:
[REDACTED]

Essential Duties and Responsibilities:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

PERSONNEL

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Qualifications:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Supervises:

[REDACTED]

Classification: [REDACTED]

Working Conditions:

[REDACTED]

Machine/Equipment/Tools Used:

[REDACTED]

Physical Requirements:

Must have the ability to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Sales & Marketing Manager

Reports to: [REDACTED]

Position Summary:
[REDACTED]

Essential Duties and Responsibilities:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

PERSONNEL

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Qualifications:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Supervises:

[REDACTED]

Classification:

[REDACTED]

Working Conditions:

[REDACTED]

PERSONNEL

[REDACTED]

Machine/Equipment/Tools Used:

[REDACTED]

Physical Requirements:

Must have the ability to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Proposers Representative

During Selection Process:

Douglas Hellman

Vice President, Business Development
500 Skokie Boulevard, Suite 444
Northbrook, IL 60062
Tel: 847-480-4853
Cell: 847-493-9697
Fax: 847-291-0271
Email: dhellman@kempersports.com

During Operations:

Thomas Saathoff

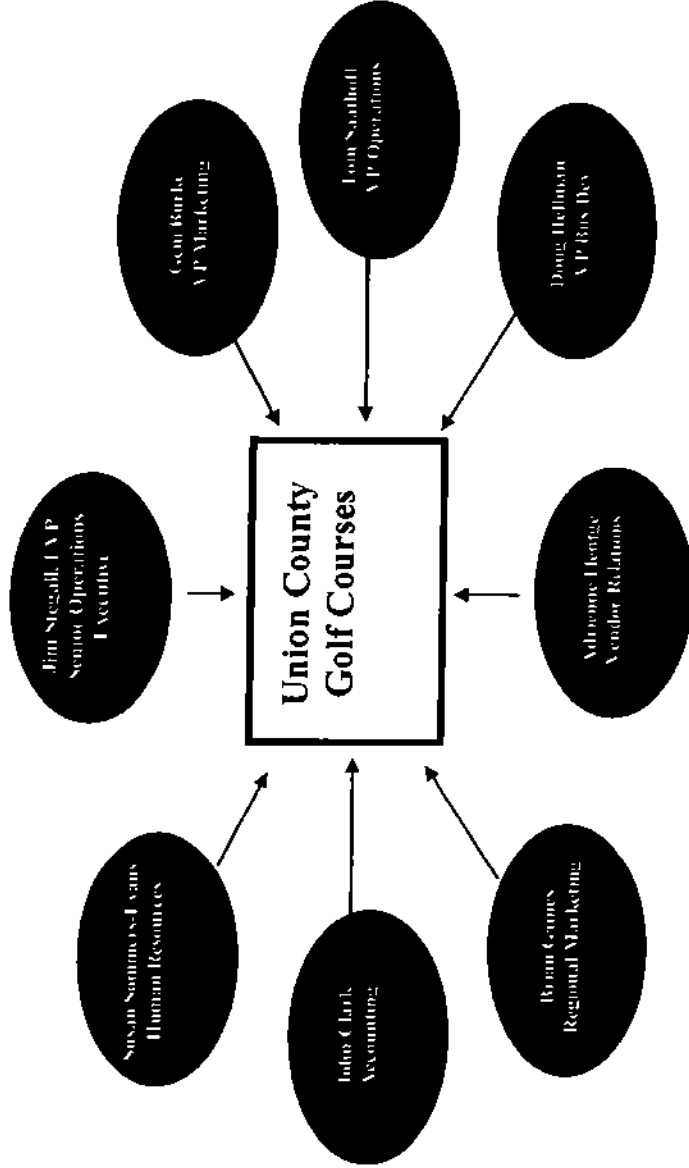
Vice President, Operations
5502 Mussetter Road
Jhamsville, MD 21754
Tel: 301-694-8322
Cell: 301-788-2915
Fax: 301-698-8966
Email: tsaathoff@kempersports.com

Jim Stegall

Executive Vice President, Operations
500 Skokie Boulevard, Suite 444
Northbrook, IL 60062
Tel: 847-480-4855
Fax: 847-291-0271
Email: jstegall@kempersports.com

KemperSports Corporate Support

KemperSports dedicates significant home office and regional resources included in our base management fee to ensure success at our managed facilities. The diagram below presents the primary corporate support for Union County's golf courses.



KemperSports Corporate Key Personnel***Steven H. Lesnik, Founder and Chairman***

Steven H. Lesnik is the Founder and Chairman of KemperSports and its affiliate KemperLesnik. Mr. Lesnik founded KemperSports in 1978 along with the late Mr. James S. Kemper, Jr., former Chairman and Chief Executive Officer of the Kemper Insurance Company. Over this 30-year tenure, Mr. Lesnik has guided KemperSports to national prominence as a leader in golf course development and management, PGA TOUR event management and integrated PR, marketing and communications.

Steven K. Skinner, Chief Executive Officer

Steve Skinner joined KemperSports in 1998 and has served in various roles with the company. In 2008, Mr. Skinner was named chief executive officer for KemperSports. He formerly was president and chief operating officer.

Prior to joining KemperSports, Mr. Skinner served as vice president of the Michael Jordan Golf Company where he was responsible for all business operations and development activities of the golf development and specialty retail company. Before joining the golf industry, Mr. Skinner practiced law with Mayer, Brown & Platt in Chicago. He earned his law degree from the University of Chicago and a Bachelor of Arts degree with honors from Lawrence University.

Josh Lesnik, President

Josh Lesnik serves as President of KemperSports. From 1998 through 2000, Josh spearheaded the opening and the ongoing operations of Bandon Dunes Golf Resort. Both Bandon Dunes and its sister courses, Pacific Dunes and Bandon Trails continue to receive universal acclaim as among the finest golf courses worldwide. Golf Magazine named the three West Coast gems among the "Best Places You Can Play," behind only Pebble Beach and Pinehurst. Mr. Lesnik also served as the pre-opening and first-year General Manager of The Glen Club, the company's Tom Fazio-designed golf project in Glenview, Illinois named among the Top 10 New Courses opened in 2001 by Sports Illustrated. During his career with KemperSports, Josh has served in operations, marketing and business development both in the field and in the home office.

Jim Stegall, Executive Vice President, Managed Properties

As Executive Vice President for KemperSports, Jim Stegall oversees operations for the company's third party management portfolio. Mr. Stegall also supports the company's business development efforts. Mr. Stegall is an 18-year industry veteran who has held various senior executive positions at both Troon Golf and American Golf. Prior to entering the golf industry, Mr. Stegall was a senior project manager for Xerox Learning Systems and Learning International, which supported Fortune 1000 company's sales, service and management training strategies. Mr. Stegall is a 10-year veteran of both the US Navy and Army National Guard. He graduated from Merced College with a degree in Business Administration.

Ben Blake, Executive Vice President, Business Development

Ben Blake leads the KemperSports New Business Development team responsible for all new business activity for the company. Mr. Blake was President of LinksCorp prior to joining KemperSports in early 2008. Ben has extensive operations, marketing and deal-making experience given his 30 years in the golf industry.

Douglas Hellman, Vice President, Business Development

Mr. Hellman's career in the golf industry, ranging from business development and project management to design and construction, spans more than 19 years. During this tenure, he was involved in the design and development of more than 60 public and private sector golf projects.

Genevieve Burke, Vice President, Marketing

Geni Burke serves as Vice President of Marketing. Ms. Burke is responsible for developing the marketing strategies and tactics at KemperSports' golf properties. Ms. Burke oversees the regional sales and marketing staff and she pilots the development and implementation of the company's corporate marketing strategy. Ms. Burke has more than 16 years of marketing experience in consumer packaged goods and retail industries and has a Master of Business Administration degree from Northwestern's J.L. Kellogg Graduate School of Management.

Tom Saathoff, Vice President, Operations

Prior to his current position, Mr. Saathoff served as GM at several KemperSports properties including Holly Hills Country Club and during his 21 year career with KemperSports has gained extensive experience in all areas of golf course operations management including member relations, golf course maintenance, player development, policies and procedures, marketing, and budgets. In addition, Mr. Saathoff has extensive property re-launch experience and he will draw on this expertise as the regional operations executive responsible for the Union County account. Mr. Saathoff is based in Ijamsville, Maryland.

Brian Gaines, Eastern Regional Sales and Marketing Director

Brian supports the sales and marketing efforts of KemperSports properties in the Eastern U.S. and the Caribbean and has over 23 years of experience in the golf industry. Most recently, Brian was President and Founder of ClubGains, a sales and marketing consultancy servicing the golf industry. Brian's deep experience spans private and semi-private golf clubs, resorts and daily fee properties.

Susan Sommers-Evans, Director of Human Resources

Susan Sommers-Evans is responsible for the company's human resources department. In this capacity, Ms. Sommers works closely with our senior operations executives and the facility managers to implement and monitor the company's human resources policies and procedures.

John Clark, Corporate Controller

John Clark is responsible for all financial reporting, accounting and insurance policies for our third party management contracts. For the Union County contract, Mr. Clark will manage a dedicated staff accountant responsible for the accounting function at the Union County courses.

Adrienne Flentge, National Director of Vendor Partnerships

Adrienne Flentge is responsible for the company's merchandising programs. Her responsibilities include negotiating and managing the national vendor accounts and working with each site manager to create, implement and manage their respective merchandising business plan.

Laura Cray, National Director of Food and Beverage

Laura Cray serves as National Director of Food and Beverage. Ms. Cray is responsible for monitoring and evaluating the food and beverage operations at KemperSports managed facilities. She serves as an internal resource to our senior operation executives and facility managers in the areas of food and beverage cost control, budgeting, forecasting, labor planning, training, purchasing, kitchen design, menu concepts, operating policies and procedures. Ms. Cray is also responsible for the development of food and beverage vendor partnership programs.

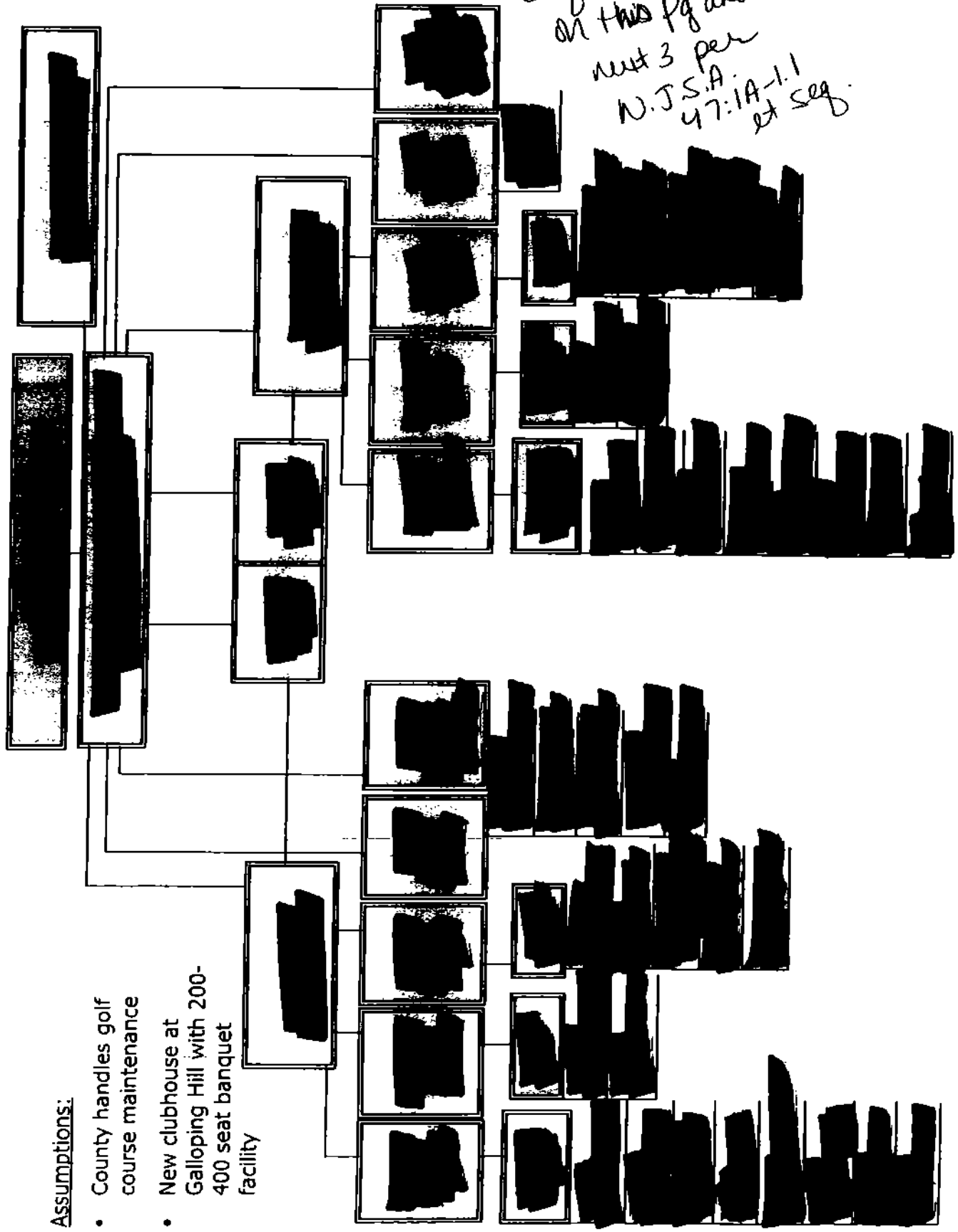
Staffing



STAFFING

The following staffing matrices presents KemperSports preliminary staffing model for the Galloping Hill and Ash Brook Golf Courses. Our goal is to staff the golf courses to provide a high quality customer experience in a cost efficient manner. We look forward to discussing staffing models with Union County representatives.

Staffing Matrix A



proprietary
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on this pg and
next 3 per
N.J.S.A.
47:1A-1.1
et seq.

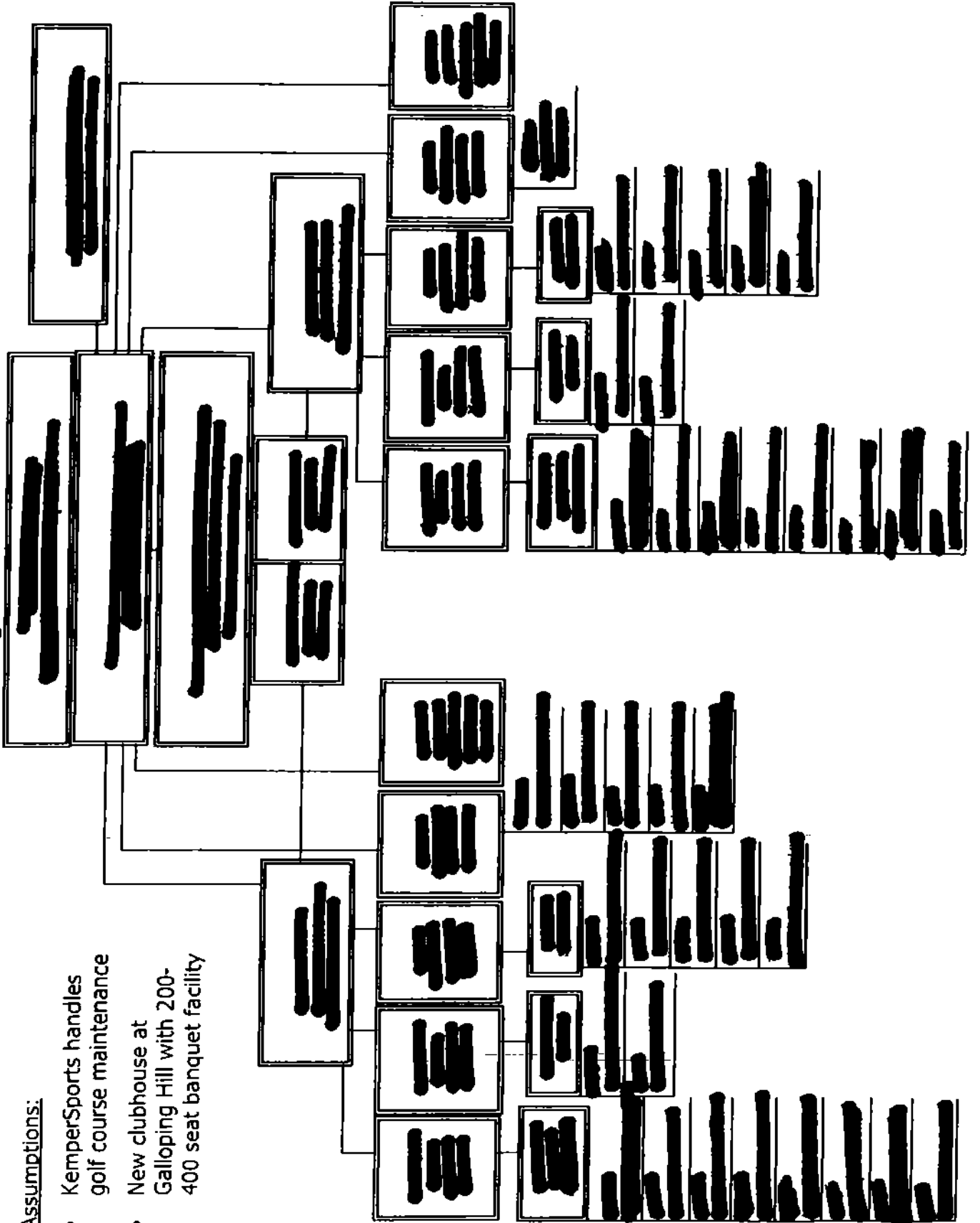
Assumptions:

- County handles golf course maintenance
- New clubhouse at Galloping Hill with 200-400 seat banquet facility

Staffing Matrix B

Assumptions:

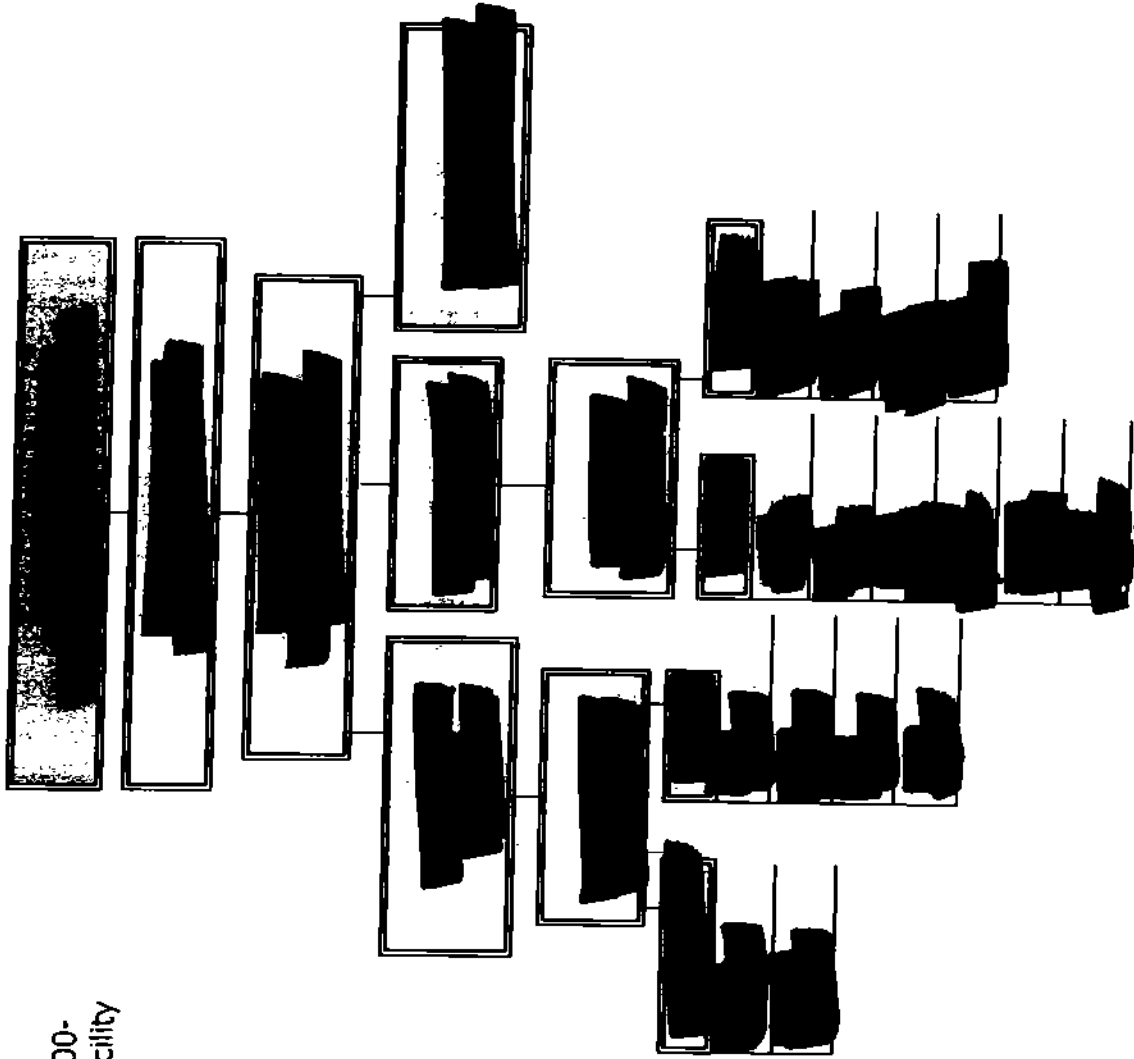
- KemperSports handles golf course maintenance
- New clubhouse at Galloping Hill with 200-400 seat banquet facility



Staffing Matrix C: Expanded Food & Beverage

Assumptions:

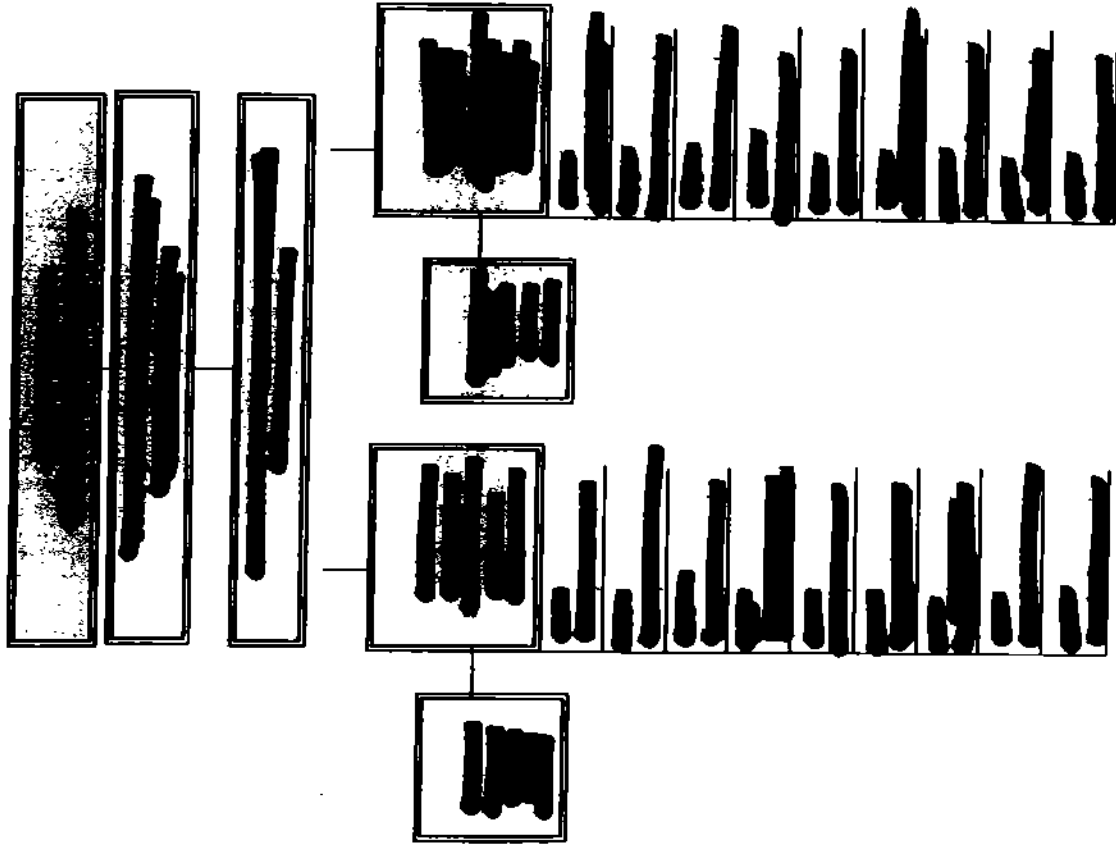
- New clubhouse at Galloping Hill with 200-400 seat banquet facility



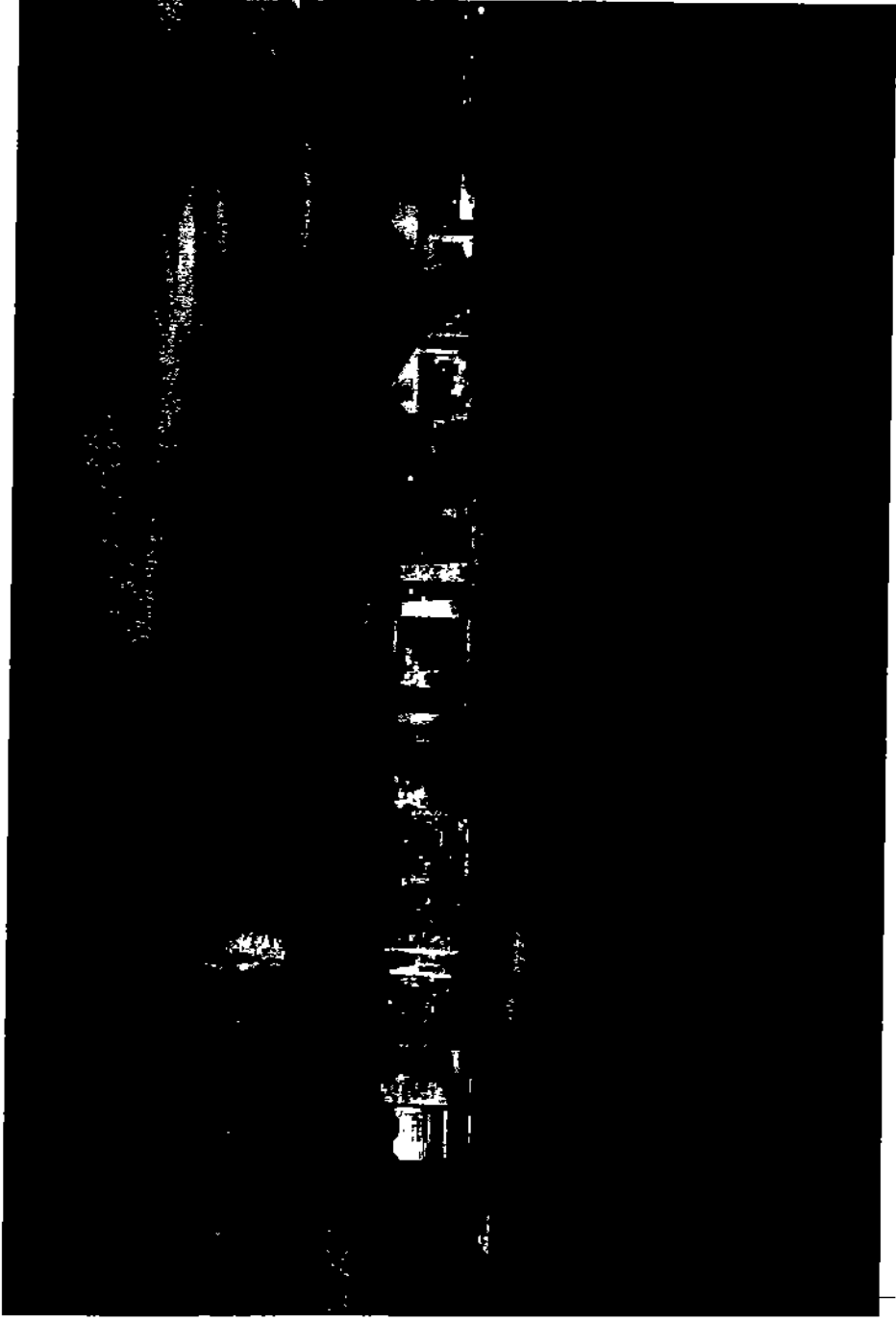
Staffing Matrix D: Maintenance Operations

Assumptions:

- KemperSports handles golf course maintenance



Proposed New Clubhouse at Gallopig Hill



Clubhouse Consulting and Programming

In this section, we present our experience managing clubhouses similar to the one envisioned at Galloping Hill, financial projections and thoughts regarding the marketability of a new clubhouse at Galloping Hill. A proforma that includes a new clubhouse is in the "Required Submittals" section of this proposal.

We embrace Union County's proactive decision to explore building a new clubhouse at Galloping Hill and believe doing so will significantly enhance the overall customer experience and, over time, provide a return on the investment. KemperSports has worked with numerous clients and has broad experience in programming and developing buildings specifically suited for golf with significant banquet operations. Our input in the programming phase assures the clubhouse and its spaces will be correctly sized with proper adjacencies to facilitate a high quality customer experience and cost efficient operations.

The KemperSports team will consult with County representatives and the building architect on the programming and planning of the clubhouse. This includes location, size, space requirements, site planning, FF & E, kitchen planning, golf shop fixtures, budgeting, and scheduling (construction completion and move-in). The clubhouse should be of sufficient size and configuration to accommodate large and small golf outings, small private functions (birthday parties, retirement parties), and dining, socializing and other golfer and non-golfer events. Galloping Hill's location and easy access off the Garden State Parkway suggests the clubhouse will be a gathering spot for Union County residents, and others to dine, socialize and relax in a comfortable environment. This will be especially important during the off season to drive F&B revenues through themed events, holiday parties and weekday and weekend dining.

In addition to dining and social areas, the clubhouse should include a golf shop, offices, storage, rest rooms, and a kitchen of sufficient size to support the operation. Gathering areas of the clubhouse should be oriented to provide views of the golf course with a deck of sufficient size to accommodate outside dining as well as larger gatherings. The intent is to provide a comfortable place for golfers and non-golfers to gather and socialize.

KemperSports' Experience Managing Similar Clubhouse Facilities

KemperSports manages clubhouses of various sizes and complexity ranging from 5,000 square foot facilities with snack bar operations to a 78,000 square foot clubhouse with a 900 seat banquet facility, formal dining and casual grill room and three large kitchens. We have significant expertise in managing operations with sizeable banquet, catering and meeting spaces similar to those envisioned for the new Galloping Hill clubhouse. Our banquet facilities cater to weddings, corporations, social, military, educational, religious and fraternal (S.M.E.R.F.) organizations in a variety of settings generating sizable incremental revenue.



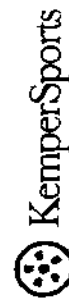
PROPOSED CLUBHOUSE

Below is a representative list of KemperSports properties with banquet facilities:

KemperSports Banquet Facilities				
	Property Name	City	State	Banquet Occupancy
1	Black Gold Golf Club	Yorba Linda	CA	300
2	Desert Willow Golf Resort	Palm Desert	CA	Up to 240
3	Harding Park Golf Course	San Francisco	CA	200
4	Hiddenbrooke Golf Club	Vallejo	CA	250
5	The Bridges Golf Club	San Ramon	CA	250
6	The Crossings at Carlsbad	Carlsbad	CA	300
7	Vellano Country Club	Chino Hills	CA	250
8	Windermere Country Club	Orlando	FL	220
9	Bolingbrook Golf Club	Bolingbrook	IL	900
10	Highland Park Country Club	Highland Park	IL	350
11	Chalet Hills Golf Course	Cary, IL	IL	200
12	Royal Melbourne Country Club	Long Grove	IL	220
13	The Glen Club	Glenview	IL	200
14	Hawthorn Woods Country Club	Hawthorn Woods	IL	225
15	Swan Point Yacht and Country Club	Issue	MD	200
16	Shoal Creek Golf Course	Kansas City	MO	250
17	Dorado Beach Resort & Club	Dorado	Puerto Rico	450
18	The Governors Club	Brentwood	TN	200
19	Butterfield Trail Golf Club	El Paso	TX	125

In addition to operating the food and beverage for banquets at these facilities, KemperSports also manages restaurants and grill areas at these properties.

Running a successful banquet operation and grill areas will be critical in generating incremental revenue at Galloping Hill and attracting additional rounds to the course. KemperSports' experience and expertise in food & beverage and hospitality as it relates to banquet space and bar and grill management will be an asset to Union County. The following menus represent the types of banquet and grill operations KemperSports manages:



menus on pg. 1-17
redacted as per
proprietary exemption
in N.J.S.A. 47:1A-1.1
et seq.

Marketability Analysis

KemperSports' preliminary market due diligence suggests building a new clubhouse will positively impact the overall customer experience as well as financial viability of Galloping Hill Golf Course. A new clubhouse will transform the operation allowing enhanced programming, social events, catering, corporate meetings, tournaments and events that rival the best golf, banquet and meeting venues in the market. While we anticipate incremental growth in golf rounds, merchandise sales and increased participation in programs and events, a new clubhouse with a 200-400 person banquet facility will afford significant growth in food and beverage and catering revenues. Union County has an abundance of large and small businesses, corporations and a many Social, Military, Education, Religious and Fraternal (S.M.E.R.F) organizations which KemperSports will target as part of our marketing and regional awareness strategy to drive business to Galloping Hill's new clubhouse.

Preliminary Marketability Assessment

It is our preliminary opinion that the addition of a new clubhouse facility will significantly enhance Galloping Hill's ability to target multiple segments in the marketplace. The addition of enhanced, state-of-the-art meeting facilities opens the door to attract the following sectors:

- ♦ **Corporate** – primarily driven by the pharmaceutical industry, Union County and surrounding counties in New Jersey and near New York City are home to a number of large employers who regularly seek outside facilities to hold meetings, seminars, social functions, etc. Many times they find it advantageous to conduct these events off-site, particularly at facilities offering a unique combination of outdoor surroundings and activities providing diversions such as a round of golf or a golf clinic.

KemperSports will target key employers in Union and surrounding counties to promote the meeting and banquet facilities at the new Galloping Hill clubhouse. Through our experience, corporate functions have 25-30% margins, drive mid-week business and expose the facility to a different, non-golfer clientele. These functions require the banquet facilities to be versatile, have audio visual equipment and a comfortable motif. Corporate functions can be anything from a business meeting, conference or a gathering to celebrate the business's success.

Union County's list of top non-governmental employers is diverse, including a number of manufacturing firms, a food distribution operation and a communications research facility in addition to the hospitals and medical centers that typically appear in such lists. This diversity speaks to the breadth and strength of the local economy.

A list of the top ten non-government employers and the approximate number of employees for each follows:

Top Ten Union County Employers		
Firm	Business	Number of Employees
Merck & Company	Pharmaceuticals	6,500
Schering Plough	Pharmaceuticals	4,745
Overlook Hospital	Medical Center	3,000
General Motors	Automobile Assembly	2,500
Lucent Technologies	Telecommunications Research	2,000
Elizabeth General Hospital	Medical Center	1,900
Novartis	Pharmaceuticals	1,500
Wakefern Foods	Food Distribution	1,400
Muhlenberg Medical Center	Medical Center	1,300
Exxon Research Center	Petroleum /Refining	1,250

*Source: Union County Economic Development Corporation

- ♦ **Hospitals** – recent studies have suggested the benefits of golf activities in various types of therapy programs. Union County's established relationship with the John E. Runnels Hospital make a partnership with Galloping Hill a natural and attractive opportunity. There are also several other hospitals in close proximity that should make good targets for this type of relationship. Meeting facilities combined with the learning center make such arrangements possible.
- ♦ **Education** – with the large number and variety of schools surrounding Galloping Hill, a strong golf development program should be established and offered. This would include everything from curriculums like "Get a Kid Hooked on Golf" for younger kids all the way to partnerships with area high schools to provide practice facilities and playing venues for their golf teams and the possibility of golf clubs and even elective courses in golf.

- ◆ **Charities, Fraternal Clubs and Military Organizations** – in addition to periodically needing meeting space, these organizations are continually in need of fund-raising activities. The combination of meeting rooms and golf-oriented activities should make Galloping Hill an attractive venue for these groups. KemperSports will target local and regional charities, fraternal and military organizations such as the Union County Boys and Girls Club, the local Red Cross, the YMCAs of Union County and other local groups in order to grow the meeting and event business at the new clubhouse at Galloping Hill.
- ◆ **Events, Tournaments and Outings** – comfortable and spacious gathering areas make any golf course a more appealing option, particularly one with a large learning center. This combination should increase the overall number of events as well as the average price the facility is able to generate. Galloping Hill's proximity to the Newark Liberty International Airport and the extraordinary number of businesses along the Hudson corridor, coupled with the excellent access provided by the Garden State Parkway and I-78, open up markets and opportunities most courses can only dream about.
- ◆ **Weddings** – weddings present a significant opportunity to increase revenue through banquet catering and food and beverage operations. Our preliminary due diligence suggests a banquet facility at Galloping Hill's new clubhouse would succeed in drawing wedding receptions from Union County as well as the surrounding counties. Its location off of the Garden State Parkway and near Newark Airport makes it a prime location for weddings and similar large family gatherings.

There were more than 12,000 weddings in the Union, Hudson and Essex tri-county market in 2005, with relatively few places in Union County to hold such events. We will target this market by partnering with wedding planners, bridal shops, tuxedo shops, florists, printers and other support type businesses to promote weddings at Galloping Hill's new clubhouse.

Weddings by county In 2005:

County	Weddings (2005)
Union	3,416
Essex	4,722
Hudson	4,056

There are only 10 listings for reception locations in Union County, NJ when searched on the top three bridal websites.

Primary Listings for Reception Sites in Union County, New Jersey

Venue	Type	Location	Maximum Capacity	Average Price
Solar Do Minho	Restaurant	Roselle Park, NJ	350	over \$100
The Westwood	Banquet Hall	Garwood, NJ	350	\$76 -100
Berkeley Plaza	Banquet Hall	Berkeley Heights, NJ	350	\$76-100
The Wilshire Grand Hotel	Hotel	West Orange, NJ	500	over \$100
Snuffy's Pantagis Renaissance	Banquet Hall	Scotch Plains, NJ	350	\$51-75
Nanina's In The Park	Historic Mansion	Belleville, NJ	400	over \$100
Mayfair Farms	Historic Mansion	West Orange, NJ	400	\$76-100
The Newark Club	Loft	Newark, NJ	350	over \$100
W Hoboken Hotel & Residences	Hotel	Hoboken, NJ	200	over \$150
Hyatt Regency	Hotel	Jersey City, NJ	400	over \$100

There were only 7 listings for receptions at a country or private club within 20 miles of Kenilworth, NJ when searched on the top three bridal websites.

Primary Listings for Country & Private Clubs within 20 miles of Kenilworth

Venue	Type	Location	Maximum Capacity	Average Price
The Atrium Club	Private	West Orange, NJ	400	\$85 and up
Basking Ridge Country Club	Private	Basking Ridge, NJ	220	\$116-157
The Park Avenue Club	Private	Florham Park, NJ	80-325	over \$100
The Park Savoy	Private	Florham Park, NJ	150-350	over \$180
Twin Brooks Country Club	Private	Watchung, NJ	100-225	\$85-120
Westmont Country Club	Private	West Patterson, NJ		over \$100
The Westwood	Private	Garwood, NJ	350	\$76-100

Incremental Revenue Growth and Financial Projections

KemperSports believes building a new clubhouse at Galloping Hill will significantly enhance the customer experience and provide a foundation to grow revenues in several departments, especially in Food & Beverage. While the first year of operations following clubhouse completion will see incremental Food & Beverage growth, experience suggests revenues will not be at their full potential until the 2nd full year of operations. We anticipate being able to grow a strong golfer and non-golfer lunch and dinner business as a result of Galloping Hill's proximity to many large employers and its location off of well traveled roads. We will target potential corporate, event and wedding segments 12 months in advance of the clubhouse opening to ensure we maximize catering opportunities in the first year and subsequent years. As banquet business increases, with correspondingly lower cost of goods (COGs), the Food & Beverage department will become more profitable.

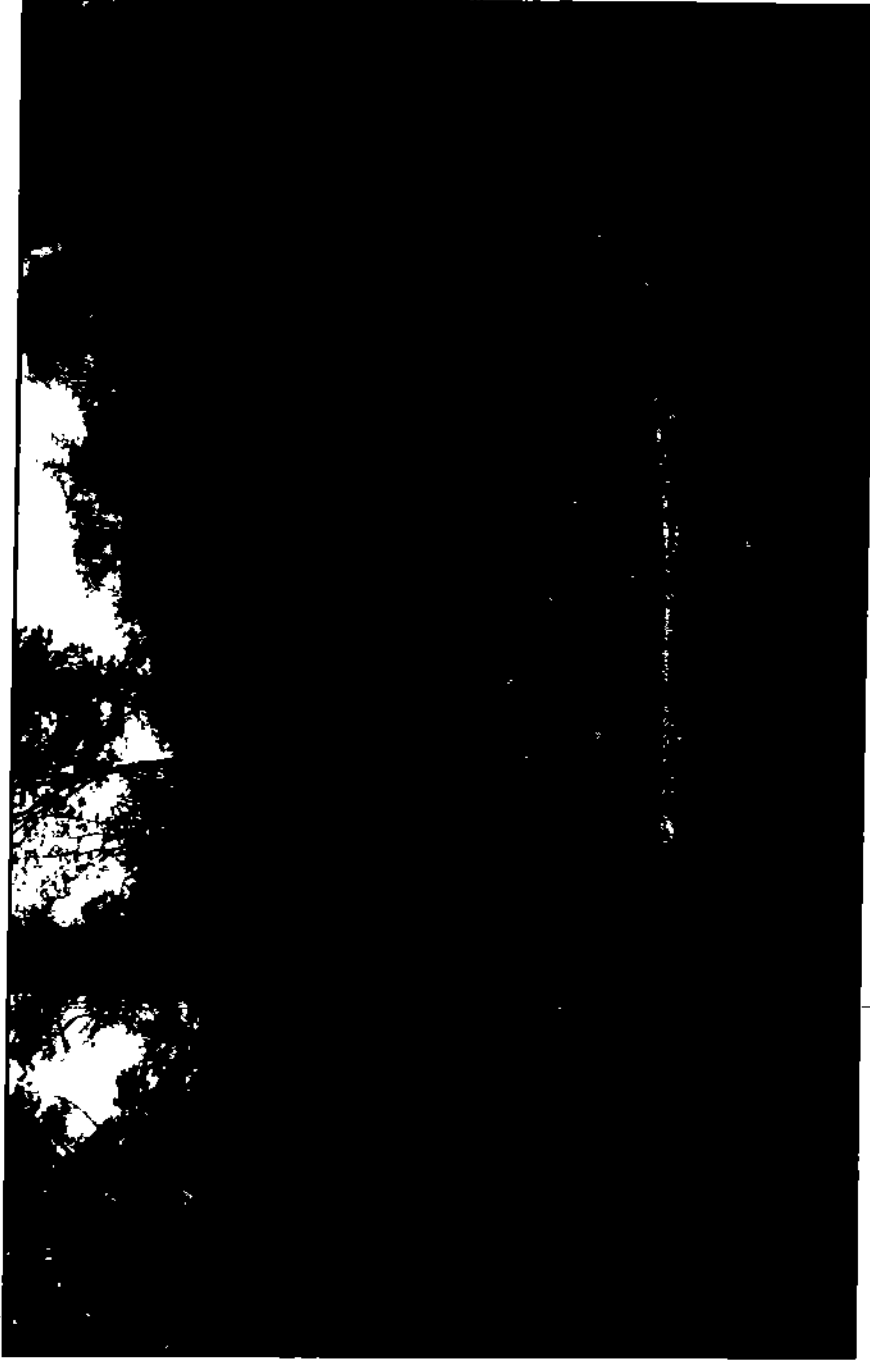
PROPOSED CLUBHOUSE

The table below represents incremental growth in the Food & Beverage Department for four years following clubhouse opening.

Incremental Finances - New Clubhouse				
	Year 1	Year 2	Year 3	Year 4
Food & Beverage				
Revenues	620,000	1,490,000	1,540,000	1,600,000
COGS	(204,600)	(447,000)	(446,600)	(464,000)
Payroll	(241,000)	(521,500)	(539,000)	(560,000)
Op Ex	(62,000)	(149,000)	(154,000)	(160,000)
Incremental Net Proceeds	112,400	372,500	400,400	416,000

While it is difficult to estimate, we believe building a new clubhouse will incrementally drive revenues from increased participation in leagues, associations, annual memberships as well as daily fee rounds. As participation and rounds increase, corresponding growth in golf car rentals, pro shop sales, beverage cart sales and on-the-go Food & Beverage sales is expected. The proforma included in the "Required Submittals" section further presents our thoughts regarding Galloping Hill's financial performance as a result of building a new clubhouse.

Additional Capabilities



Shoal Creek Golf Course
Kansas City, MO
A KemperSports Managed Facility

ADDITIONAL CAPABILITIES

Clubhouse Construction Management

KemperSports' Development and Construction Division provides turnkey project management and construction management for a variety of project types, including clubhouses, golf courses, recreation facilities, maintenance facilities as well as infrastructure. Services typically include coordinating the design development process with from conceptual design through construction documents in order to obtain fully permitted and approved design documents. KemperSports also provides design and budget reviews of the work product to ensure clients understand the cost implications of their projects.

KemperSports has been involved in the development of more than 40 clubhouses and numerous golf course renovation and construction projects over the last 30 years. We are fully capable to provide turnkey development consulting and construction management of the proposed clubhouse at Galloping Hill and look forward to discussing this opportunity with Union County representatives.

Public Relations

The combination of four interrelated golf businesses in one company is unique to our industry and offers KemperSports a competitive advantage by providing significant management depth to achieve our client's objectives.

KemperSports believes an effective public relations strategy is critical to build brand equity and sustain growth - even more so in today's competitive environment. Our sister company, KemperLesnik Public Relations, provides strategic communications services for clients, sponsors and events. They are passionate about PR, and their team's expertise is wide-ranging and offers the following services:

- Communications strategy
- "Big Idea" generation
- Media relations
- Community relations
- Industry relations
- Public speaking
- Copywriting and design
- Reputation and crisis management
- Corporate publications and collateral materials

Should Union County have additional PR needs, we would be interested in discussing how we might be of service.





Whiskey Creek Golf Course
Ijamsville, MD
A KemperSports Managed Facility

Operating Budget / Proforma

Proposal Forms

CERTIFICATION PAGE

THE BELOW LISTED ITEMS MUST ACCOMPANY THIS PROPOSAL. THE UNDERSIGNED ACKNOWLEDGES AND DECLARES IT HAS SUBMITTED ALL REQUIRED FORMS AND AGREES TO COMPLY WITH ALL PROPOSAL DOCUMENTS.

- Form 1 Price Proposal dated June 3, 2009.
- Form 2 Non-Collusion Affidavit
- Form 3 Ownership Disclosure Certification, N.J.S.A 52:25-24.2.
- Form 4 Contract Administration Form.
- Form 5 Copy of the State of New Jersey Department of Treasure Business Registration Certificate
- Form 6 Americans with Disabilities Act
- Form 7 Equal Employment Opportunity
- Form 8 Addenda Receipt Form

.The undersigned hereby declares that it;

1. Has carefully reviewed the Forms which are attached; and,
2. Has no questions about, or objections to, the plans or Forms, and how they are to be interpreted or construed and takes no exception to them. It further realizes that if it has questions or objections, they must be noted in writing
3. Has reviewed the form of Agreement and has no objections to it..
4. Has reviewed the insurance requirements in detail with its insurance carrier and will be able to provide all of the required insurance as required.

It is understood that the Proposal Documents and form of Agreement are an integral part of the

proposal and that the Board of Chosen Freeholders reserves the right to reject any or all Proposers and to waive immaterial formalities. The undersigned is an (Individual) (Partnership) (Corporation) under the law State of Illinois having principal office at

500 Skokie Blvd #444 Northbrook, IL 60062

RESPECTFULLY SUBMITTED,

BY: Kemper Sports Management, Inc
(Name of Corporation, Partnership or Sole Individual)

WITNESS:

ATTEST:

S/ Madeline Peshwa

POSITION

Secretary

DATE: June 1, 2009

ADDRESS: 500 Skokie Blvd #444 Northbrook, IL 60062

TELEPHONE: 847-850-1818

SIGNATURE: Dwight Hellman

POSITION: Vice President, Business Development

DATE: 6/1/09

NOTE: If Proposer is a CORPORATION, this Proposal must be executed by its president or vice-president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Proposer, pursuant to a resolution of the Corporate Board of Directors, or others authorization equivalent thereto. In that event, a certified copy of said Resolution or authorization shall be attached to this Proposal. If Proposer is a PARTNERSHIP, then this proposal must be individually signed by at least one partner.

PROPOSAL FORM 1- PROPOSAL PRICING PAGES

**FOR MANAGEMENT AND OPERATIONS SERVICES
OF UNION COUNTY'S GOLF COURSES
UNION COUNTY, NEW JERSEY**

TO: County of Union
Board of Chosen Freeholders
10 Elizabethtown Plaza
Elizabeth, NJ 07207

1. Pursuant to and in compliance with your Notice to Proposers, the Instruction to Proposers and other Proposal Documents, the undersigned offers to provide all golf course management and operations services and items necessary or proper for, or incidental to, or required by the proposed Proposal Documents for the services indicated below, for the above-referenced Golf Courses, including all Addenda issued during the proposal period whether or not received or examined by the undersigned.

Kemper Sports Management (PROPOSER'S NAME)

proposes to perform all of the golf course management and operations services indicated in the Request for Proposal and proposed form of Agreement for the total sum (Base Proposal)

MANAGEMENT FEE*

YEAR ONE: \$ 4000 per month x 6**= \$ 24,000
YEAR TWO: \$ 7000 per month x 12= \$ 84,000
YEAR THREE: \$ 7200 per month x 12 = \$ 86,400
YEAR FOUR: \$ 7400 per month X 12= \$ 88,800
YEAR FIVE: \$ 9600 per month x 12 = \$ 91,200
YEAR SIX \$ 7800 per month X 6**= \$ 46,800
Total Base Proposal (Years One through Six) \$ 421,200

In the event KemperSports is selected, we will enter into a mutually agreeable management Agreement consistent with industry standards.

ALTERNATE MANAGEMENT FEE*

YEAR ONE: NOT APPLICABLE

YEAR TWO: \$ 10,000 per month x 12 = \$ 120,000

YEAR THREE: \$ 10,300 per month x 12 = \$ 123,600

YEAR FOUR: \$ 10,600 per month x 12 = \$ 127,200

YEAR FIVE: \$ 10,900 per month x 12 = \$ 130,800

YEAR SIX: \$ 11,200 per month X 6** = \$ 67,200

Total Base Proposal (Years Two through Six) \$ 568,800

**These figures are to be considered "more or less" estimates as they may vary according to the actual start date of the contract.

MANAGEMENT FEE WITH NEW CLUBHOUSE AT GALLOPING HILL
(CLUBHOUSE AVAILABLE IN YEARS 3-6)

YEAR ONE: \$ 5000 per month X 6** = \$ 30,000

YEAR TWO: \$ 8000 per month X 12 = \$ 96,000

YEAR THREE: \$ 9000 per month X 12*** = \$ 108,000

YEAR FOUR: \$ 9300 per month X 12 = \$ 111,600

YEAR FIVE: \$ 9600 per month X 12 = \$ 115,200

YEAR SIX: \$ 9900 per month X 6** = \$ 59,400

Total Base Proposal (Years One through Six) \$ 520,200

ALTERNATE MANAGEMENT FEE WITH NEW CLUBHOUSE AT GALLOPING HILL
(CLUBHOUSE AVAILABLE IN YEARS 3-6)

YEAR ONE: NOT APPLICABLE

YEAR TWO: \$ 12,000 per month x 12 = \$ 144,000

YEAR THREE: \$ 12,350 per month x 12^{***} = \$ 148,200

YEAR FOUR: \$ 12,700 per month x 12 = \$ 152,400

YEAR FIVE: \$ 13,000 per month x 12 = \$ 156,000

YEAR SIX: \$ 13,400 per month X 6^{**} = \$ 80,400

Total Base Proposal (Years Two through Six) \$ 681,000

**These figures are to be considered "more or less" estimates as they may vary according to the actual start date of the contract

***This figure should be considered a "more or less" estimate as it may vary according to when a new clubhouse at Galloping Hill would be fully operational.

INCENTIVE FEE*

YEAR ONE: NOT APPLICABLE

YEAR TWO: 5 % of Net Revenue*

YEAR THREE: 5 % of Net Revenue

YEAR FOUR: 5 % of Net Revenue

YEAR FIVE: 5 % of Net Revenue

YEAR SIX: 5 % of Net Revenue

ALTERNATE INCENTIVE FEE*

YEAR ONE: NOT APPLICABLE

YEAR TWO: NOT APPLICABLE

YEAR THREE: 5 % of Net Revenue

YEAR FOUR: 5 % of Net Revenue

YEAR FIVE: 5 % of Net Revenue

YEAR SIX: 5 % of Net Revenue

PROPOSERS ARE ENCOURAGED TO REVIEW THE FOLLOWING IN COMPLETING PROPOSAL FORM 1

***See Glossary of Terms for definitions of Management Fee, Alternate Management Fee, Incentive Fee, Alternate Incentive Fee, Net Revenue and further descriptions of such terms and meanings as contained in the RFP. See Addendum #1 for definitions and requirements of Management Fee with a New Clubhouse at Galloping Hill and Alternate Management Fee with a New Clubhouse at Galloping Hill.**

Section 1.10 sets forth the requirements for Management Fee, Alternate Management Fee, Incentive Fee and Alternate Incentive Fee requirements for cost proposals.

Section 1.12, Term of Agreement, for a more detailed description of the Five-Year contract period.

In submitting this proposal, it is understood by the undersigned has not entered into collusion with other persons or entities in respect to this Proposal or other proposals for the Contract for which this proposal is submitted.

The Proposer understands that it is required to also comply with requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27 et. seq.

2. PROPOSAL DOCUMENTS AND ADDENDA:

The Proposer shall affirm that it has examined the Proposal Documents as indicated in the Instructions to Proposers and that it has received and/or examined Addenda issued during the bidding period.

3. In submitting this Proposal, it is understood by the undersigned that all Addenda issued during the proposal period, whether or not received or examined by the

undersigned, are part of the Proposal Documents, and will be part of the Contract Documents.

4. The undersigned hereby represents that it:
 - a. has carefully studied the Proposal Documents and understands the Proposal Documents fully; and
 - b. has made this Proposal in accordance with the Proposal Documents and N.J.S.A. 40a:11-4.1 et seq.; and
 - c. has carefully examined the Golf Courses and facilities thereon; and
 - d. has determined that the Golf Courses are suitable for all purposes required to perform the management and operations services in their entirety; and
 - e. has no question about the proposed Contract Documents and how they are to be interpreted and construed that has not been submitted to the County's Special Counsel in writing, has no objections to the proposed Contract Documents and takes no exception to the proposed Contract Documents; and
 - f. is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the services to be performed; and
 - g. has not included in its Proposal New Jersey Sales Tax and will, if awarded the Contract, apply for a tax exemption on materials and supplies used in connection with the services to be performed; and
 - h. has reviewed the form of Agreement and has no objection to it, and further has reviewed insurance requirements in detail with its insurance company and will be able to provide all of the insurance, and further has included the cost of all required insurance in the fee set forth in its Proposal; and
 - i. has fully familiarized itself with the proposed Agreement and agrees it is entirely feasible to complete the transition within the time frames set forth in the Request for Proposals and agrees that it can and will complete the transition in time for the possible Start Date.

This proposal may be withdrawn prior to the time established for opening of Proposals or any authorized postponement of that time, only by written request to Michael M. Yuska, Director of Purchasing, received prior to Proposal Opening. This proposal may not be withdrawn within sixty (60) days after Proposal Opening.

DATE: May 29, 2009
BY: 
(Signature)

VICE PRESIDENT, BUSINESS DEVELOPMENT
(Title)

Kemper Sports Management - A corporation organized under the laws
(Firm name- See Note Below) of the State of Illinois.

500 Skokie Blvd, Suite 444

Northbrook, IL 60062
(CORPORATE SEAL) (Business Address)

Telephone Number: 847-493-9697

NOTE: If the Proposer is a corporation, give the State of Incorporation using the phrase "A Corporation organized under the laws of the State of Illinois" and impress corporate seal above.

If the Proposer is a partnership, give the names of the partners and include also the phrase

"Co-Partners trading and doing business under the firm name and style of _____"

If the Proposer is an individual using a trade-name; give the individual name and include also the phrase "An individual doing business under the firm name and style of _____"

PROPOSAL FORM 1

**FOR MANAGEMENT AND OPERATIONS SERVICES
OF UNION COUNTY'S GOLF COURSES
UNION COUNTY, NEW JERSEY**

TO: County of Union
Board of Chosen Freeholders
10 Elizabethtown Plaza
Elizabeth, NJ 07207

1. Pursuant to and in compliance with your Notice to Proposers, the Instruction to Proposers and other Proposal Documents, the undersigned offers to provide all golf course management and operations services and items necessary or proper for, or incidental to, or required by the proposed Proposal Documents for the services indicated below, for the above-referenced Golf Courses, including all Addenda issued during the proposal period whether or not received or examined by the undersigned.

Kemper Sports Management (PROPOSER'S NAME)

proposes to perform all of the golf course management and operations services indicated in the Request for Proposal and proposed form of Agreement for the total sum (Base Proposal)

MANAGEMENT FEE*

YEAR ONE: \$ _____ per month x 6** = \$ _____

YEAR TWO: \$ _____ per month x 12 = \$ _____

YEAR THREE: \$ _____ per month x 12 = \$ _____

YEAR FOUR: \$ _____ per month X 12 = \$ _____

YEAR FIVE: \$ _____ per month x 12 = \$ _____

YEAR SIX \$ _____ per month X 6** = \$ _____

Total Base Proposal (Years One through Six) \$ _____

**These two figures are to be considered "more or less" estimates as they may vary according to the actual start date of the contract.

ALTERNATE MANAGEMENT FEE*

YEAR ONE: NOT APPLICABLE

YEAR TWO: \$ _____ per month x 12= \$ _____

YEAR THREE: \$ _____ per month x 12 = \$ _____

YEAR FOUR: \$ _____ per month x 12= \$ _____

YEAR FIVE: \$ _____ per month x 12 = \$ _____

YEAR SIX: \$ _____ per month X 6= \$ _____

Total Base Proposal (Years Two through Six) _____

INCENTIVE FEE*

YEAR ONE: NOT APPLICABLE

YEAR TWO: _____ % of Net Revenue*

YEAR THREE: _____ % of Net Revenue

YEAR FOUR: _____ % of Net Revenue

YEAR FIVE: _____ % of Net Revenue

YEAR SIX: _____ % of Net Revenue

ALTERNATE INCENTIVE FEE

YEAR ONE: NOT APPLICABLE

YEAR TWO: NOT APPLICABLE

YEAR THREE: _____ % of Net Revenue

YEAR FOUR: _____ % of Net Revenue

YEAR FIVE: _____ % of Net Revenue

YEAR SIX: _____ % of Net Revenue

PROPOSERS ARE ENCOURAGED TO REVIEW THE FOLLOWING IN COMPLETING PROPOSAL FORM 1

***See Glossary of Terms for definitions of Management Fee, Alternate Management Fee, Incentive Fee, Alternate Incentive Fee, Net Revenue and further descriptions of such terms and meanings as contained in the RFP.**

Section 1.10 sets forth the requirements for Management Fee, Alternate Management Fee, Incentive Fee and Alternate Incentive Fee requirements for cost proposals.

Section 1.12, Term of Agreement, for a more detailed description of the Five Year contract period.

In submitting this proposal, it is understood by the undersigned has not entered into collusion with other persons or entities in respect to this Proposal or other proposals for the Contract for which this proposal is submitted.

The Proposer understands that it is required to also comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

2. PROPOSAL DOCUMENTS AND ADDENDA:

The Proposer shall affirm that it has examined the Proposal Documents as indicated in the Instructions to Proposers and that it has received and/or examined Addenda issued during the bidding period.

3. In submitting this Proposal, it is understood by the undersigned that all Addenda issued during the proposal period, whether or not received or examined by the undersigned, are part of the Proposal Documents, and will be part of the Contract Documents.

4. The undersigned hereby represents that it:

- a. has carefully studied the Proposal Documents and understands the Proposal Documents fully; and
- b. has made this Proposal in accordance with the Proposal Documents and N.J.S.A. 40a:11-4.1 et seq.; and
- c. has carefully examined the Golf Courses and facilities thereon; and
- d. has determined that the Golf Courses are suitable for all purposes required to perform the management and operations services in their entirety; and
- e. has no question about the proposed Contract Documents and how they are to be interpreted and construed that has not been submitted to the County's Special Counsel in writing, has no objections to the proposed Contract Documents and takes no exception to the proposed Contract Documents; and
- f. is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the services to be performed; and

- g. has not included in its Proposal New Jersey Sales Tax and will, if awarded the Contract, apply for a tax exemption on materials and supplies used in connection with the services to be performed; and
- h. has reviewed the form of Agreement and has no objection to it, and further has reviewed insurance requirements in detail with its insurance company and will be able to provide all of the insurance, and further has included the cost of all required insurance in the fee set forth in its Proposal; and
- i. has fully familiarized itself with the proposed Agreement and agrees it is entirely feasible to complete the transition within the time frames set forth in the Request for Proposals and agrees that it can and will complete the transition in time for the possible Start Date.

This proposal may be withdrawn prior to the time established for opening of Proposals or any authorized postponement of that time, only by written request to Michael M. Yuska, Director of Purchasing, received prior to Proposal Opening. This proposal may not be withdrawn within sixty (60) days after Proposal Opening.

DATE: _____

BY: _____

(Signature)

(Title)

(Firm name See Note Below)

(Business Address)

Telephone Number: _____

(CORPORATE SEAL)

NOTE: If the Proposer is a corporation, give the State of Incorporation using the phrase "A Corporation organized under the laws of the State of _____" and impress corporate seal above.

If the Proposer is a partnership, give the names of the partners and include also the phrase "Co-Partners trading and doing business under the firm name and style of _____"

If the Proposer is an individual using a trade name, give the individual name and include also the phrase "An individual doing business under the firm name and style of _____"

PROPOSAL FORM 2

NON-COLLUSION AFFIDAVIT

Project:
STATE OF NEW JERSEY)
COUNTY OF Union) ss.:

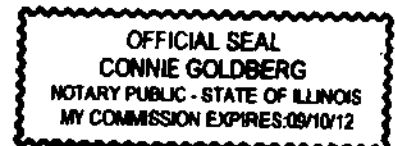
I, Douglas Hellman, live at 500 Skokie Blvd, in the County of Cook, State of Illinois.

- I am of full age and being duly sworn according to law on my oath depose and say:
1. I am Vice President, Business Development (title) of the (Proposer), who has made the proposal to provide Golf Management Services to the County of Union.
 2. I executed the Proposal with full authority to do so.
 3. The Proposal is genuine, submitted in good faith and not a sham.
 4. Neither the Proposer nor any of its employees or agents have, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project. I further certify that neither the Proposer, nor any of its employees or agents, have directly or indirectly with any other Proposer or person colluded to put in a sham bid or refrain from bidding, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Proposal prices of the Proposer or of any other Proposer to secure any advantage.
 5. All statements contained in this Proposal and Affidavit are true and correct and were made with full knowledge that the County of Union relies upon the truth of the statements contained in the Proposal and the truth of the statements contained in this Affidavit, in awarding the Contract for the Project. I am aware that I am personally subject to the penalties of perjury, as is the Proposer, if statements made herein are untrue.
 6. I further warrant that no person or selling agent has been employed or retained to solicit or secure this Contract under an agreement or understanding for a commission, percentage, brokerage or contingent fee. If the Proposer engages bona fide employees or a bona fide established commercial or selling agency to perform any similar related acts, the names are set forth as follows:

(See N.J.S.A. 52:34-15)

Douglas Hellman
(Signature)
Douglas Hellman
(Type or print name of Affiant)
Vice President, Business Development
(Title)
Kemper Sports Management
(Company)

(SEAL)
Subscribed and sworn to
before me this First day
of June, 2009.
Connie Goldberg
A Notary Public of New Jersey
My Commission Expires: 9/10/12



PROPOSAL FORM 3

OWNERSHIP DISCLOSURE CERTIFICATION

Name of Business Kemper Sports Management

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kemper Sports Management LP → 85% of Stock Ownership Name: _____

Home Address: 500 Stokie Blvd, Ste 444 Home Address: _____
Northbrook, IL 60062

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 1 day of June, 2009.

(Notary Public) Connie Goldberg

My Commission expires: 9/10/12

Douglas Hellman
(Affiant)
DOUGLAS HELLMAN
VICE PRESIDENT, BUSINESS DEVELOPMENT
(Print name & title of affiant)

(Corporate Seal)



PROPOSAL FORM 4

CONTRACT ADMINISTRATION FORM

If awarded a contract by the County of Union, the following individuals will be responsible for contract administration.

Company Information

Douglas Hellman
Company Contact Person
847-493-9697
Telephone #
847-291-0271
Fax #
dhellman@kempersports.com
Email address

Insurance Information

Maggie Tunney
Insurance Contact Person
Aon Risk Services Central, Inc.
Insurance Company Name
312-381-4270
Telephone #
312-381-6730
Fax #

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kemper Sports Management, Inc.
Kemper Lesnik Communications
KLAK Golf Tenant Holding, LLC
AllGolf, LLC
500 Skokie Blvd., Suite 444
Northbrook IL 60062 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois National Insurance Co	23817
INSURER B:	St. Paul Mercury Ins Co	24791
INSURER C:	St Paul Fire & Marine Insurance Co.	24767
INSURER D:	North River Insurance Company	21105
INSURER E:		

COVERAGES SIR May Apply

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

LIMITS SHOWN ARE AS REQUESTED

DISK LTR	ADP/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input checked="" type="checkbox"/> LIC	CK06808607	06/01/08	06/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURANCE)	\$2,000,000
						PROD EXP (ANY OCCURANCE)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - DAMAGED AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTO <input checked="" type="checkbox"/> NON OWNED AUTO	CK06808607	06/01/08	06/01/09	COMBINED SINGLE LIMIT (EA OCCURANCE)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	OK01201848	06/01/08	06/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406680422	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.I. EACH ACCIDENT	\$1,000,000
						E.I. DISEASE-EA EMPLOYER	\$1,000,000
						E.I. DISEASE-POLICY LIMIT	\$1,000,000
B		OTHER Sliver Lib Cvg	CK06808607	06/01/08	06/01/09		\$1,000,000

Holder Identifier: S70029307424 Certificate No: S70029307424

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Klak Golf, LP is included as an Additional Insured as their interest may appear.
 RE: Family Golf Centers, Nationwide; Family Golf Centers/Flemington, 99 Route 202 & 31 S., Flemington, NJ; Family Golf Centers/ Federal way, S. W. Campus St., Seattle, WA.; Family Golf Centers/ Rio Salado, 1490 Weber Road.

CERTIFICATE HOLDER
 Lubert - Adler Management Co. Inc.
 Attn: Thomas E. Fleming
 Director of Risk Management
 Circa Centre
 2929 Arch Street Suite 1650
 Philadelphia PA 19104-2868 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE: *Tom Adler*

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kemper Sports Management, Inc.
Kemper Lesnik Communications
KLAK Golf Tenant Holding, LLC
AllGolf, LLC
500 Skokie Blvd., Suite 444
Northbrook IL 60062 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois National Insurance Co	23817
INSURER B:	St Paul Fire & Marine Insurance Co.	24767
INSURER C:	North River Insurance Company	21105
INSURER D:		
INSURER E:		

COVERAGES SIR May Apply

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDITIONAL INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NICHED/LEASED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
B		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> INTERRUPTIBLE <input checked="" type="checkbox"/> RETENTION	0K01201848	06/01/08	06/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406630422	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. LTR	
						E.L. FACI ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Prof Liability	000615160	11/01/07	11/01/08	Occurrence	\$1,000,000
						Aggregate	\$1,000,000
						SIR	\$25,000

Holder Identifier: 570029310226 Certificate No: 570029310226

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXTENSIONS AUTHORIZED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Re: Heron Glen Golf Course - Site ID #72. New Jersey Water Supply Authority is listed as Additional Insured.

CERTIFICATE HOLDER
 New Jersey Water Supply Authority
 1851 Highway 31
 PO Box 5196
 Clinton NJ 08809-0196 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Aon Risk Services Central, Inc.*

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Kemper Sports Management, Inc.
Kemper Lesnik Communications
KLAK Golf Tenant Holding, LLC
AllGolf, LLC
500 Skokie Blvd., Suite 444
Northbrook IL 60062 USA

INSURER A:	Illinois National Insurance Co	23817
INSURER B:	St. Paul Mercury Ins Co	24791
INSURER C:	St Paul Fire & Marine Insurance Co.	24767
INSURER D:	North River Insurance Company	21105
INSURER E:		

COVERAGES

SIR May Apply

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIANT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CK06808607	06/01/08	06/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ex or names)	\$2,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	CK06808607	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Li accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY EA ACC AGG	
C		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> REDUCTIBLE <input checked="" type="checkbox"/> RETENTION	QK01201848	06/01/08	06/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED* If yes, describe under SPECIAL PROVISIONS below	406680422	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STAT- TIONY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
E		OTHER Liquor Liab Exp	CK06808607	06/01/08	06/01/09		\$1,000,000

Holder Identifier: 570029307417 Certificate No.: 570029307417

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Heron Glen Golf Course - Site ID #72. New Jersey water Supply Authority is listed as Additional Insured.

CERTIFICATE HOLDER

New Jersey Water Supply Authority
1851 Highway 31
PO Box 5196
Clinton NJ 08809-0196 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc

ACORDTM CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
06/27/08

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	St. Paul Mercury Ins Co
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
Kemper Sports Management, Inc.
Kemper Lesnik Communications
KLAK Golf Tenant Holding, L.L.C.
AllGolf, LLC
500 Skokie Blvd., Suite 444
Northbrook, IL 60062 USA

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	CK06808607	06/01/08	06/01/09	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP <input checked="" type="checkbox"/> BI/EE <input checked="" type="checkbox"/> Deductible	\$114,600,132 \$30,570,000 \$5,000
	UNLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime Coverage	CK06808607	06/01/08	06/01/09	<input checked="" type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Money Orders <input checked="" type="checkbox"/> Emp Dishonesty	\$500,000 \$50,000 \$500,000
	<input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> OTHER					

LOCATION OF PREMISES - DESCRIPTION OF PROPERTY
RE: Heron Glen Golf Course.

SPECIAL CONDITIONS / OTHER COVERAGES
Panek's Golf Car Service Co. is Additional Insured on the above Property Policy.

CERTIFICATE HOLDER
Panek's Golf Car Service Co.
PO Box 336
92 North Main Street
Windsor NJ 08561 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Aon Risk Services Central, Inc.*

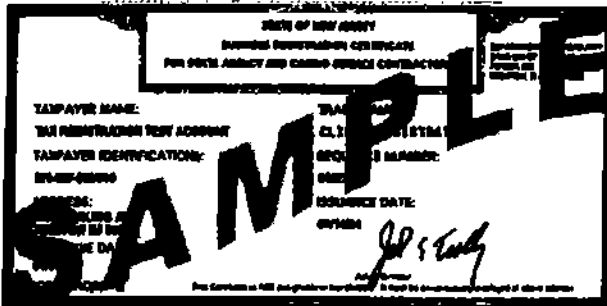
Holder Identifier: 570029312607 Certificate Number: 570029312607

PROPOSAL FORM 5

BUSINESS REGISTRATION CERTIFICATE
Mandatory Requirement

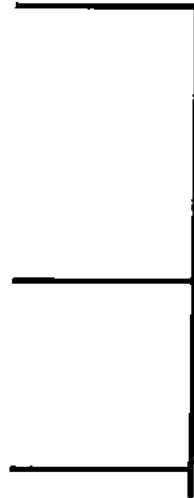
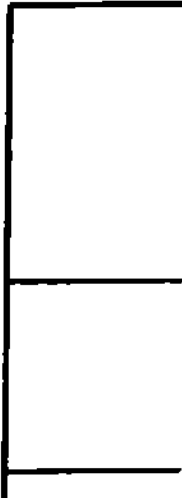
P.L. 2004, c57, requires that effective September 1, 2004; a contracting agency must receive proof of the bidder's business registration with the bid submission. If subcontractors are named on the bid, proof of the business registration for each must be provided with the bid submission. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG SERV ACCOUNT
Taxid Name:	
Address:	847 ROBBINS AVE TRENTON, NJ 08611
Certificate Number:	200307
Date of Issuance:	October 14, 2004
For Office Use Only: 200-000-01234567	

ATTACH BRC HERE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
KEMPER SPORTS MANAGEMENT, INC.

TRADE NAME:
HERAN GLEN GOLF COURSE

ADDRESS:
110 STATE HWY 202/31
RINGOES NJ 08551
EFFECTIVE DATE:

SEQUENCE NUMBER:
0843330

12/13/01

ISSUANCE DATE:
05/21/09



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

In the event KemperSports is selected, we will enter into a mutually agreeable management Agreement consistent with industry standards.

PROPOSAL FORM 6

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title 31 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

~~It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.~~

Name Douglas Hellman
(Please print or type)

Signature 

Date June 1, 2009

NAME OF PROPOSER: Kemper Sports Management

PROPOSAL FORM 7

EQUAL OPPORTUNITY LANGUAGE

(REVISED 10/08)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.


In the event KemperSports is selected, we will enter into a mutually agreeable management Agreement consistent with industry standards.

PROPOSAL FORM 8

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

We hereby acknowledge receipt of the Request for Proposals, dated XX, 2009 and Addenda Nos. 1- 1, inclusive.

[NAME OF PROPOSER]³

By: Kemper Sports Management 
Name: Douglas Hellman
Title: Vice President, Business Development



Union County Golf Courses (Galloping Hill and AshBrook)

Preliminary Proforma - Existing Facility Management, excluding Golf Maintenance Services

	Union County Golf Courses Year I	Union County Golf Courses Year II	Union County Golf Courses Year III	Union County Golf Courses Year IV	Union County Golf Courses Year V
REVENUES:					
GOLF GUEST FEES	2,446,080	2,690,688	2,825,222	2,966,483	3,114,807
CART FEES	610,750	633,325	660,526	684,941	714,359
RETAIL REVENUE	215,750	222,223	228,889	235,756	242,829
PRACTICE CENTER	747,000	764,350	823,568	864,746	907,883
FOOD & BEVERAGE	717,000	763,710	814,341	838,772	863,935
GOLF SHOP	75,000	81,000	85,050	89,303	93,768
TOTAL REVENUES	4,811,580	5,175,295	5,437,596	5,680,000	5,937,660
COST OF SALES:					
GOLF SHOP MERCHANDISE	151,025	155,556	160,222	165,029	169,980
FOOD & BEVERAGE	258,120	267,299	276,876	285,182	293,738
TOTAL COST OF SALES	409,145	422,854	437,098	450,211	463,718
GOLF MERCHANDISE COGS%	70.0%	70.0%	70.0%	70.0%	70.0%
F & B COGS %	36.0%	35.0%	34.0%	34.0%	34.0%
PAYROLL					
COURSE & GROUNDS	-	-	-	-	-
MAINTENANCE/HOUSEKEEPING	70,000	72,100	74,263	76,491	78,786
CARTS/PRACTICE CENTER	197,500	203,425	209,528	215,814	222,288
GOLF SHOP	300,000	309,000	318,270	327,618	337,653
FOOD & BEVERAGE	143,400	149,262	155,812	162,647	169,686
MARKETING	80,000	82,400	84,872	87,418	90,041
GENERAL & ADMINISTRATIVE	230,000	236,900	244,007	251,327	258,867
TOTAL GROSS PAYROLL	1,020,900	1,104,087	1,158,752	1,193,515	1,229,320
PAYROLL TAXES & BENEFITS	173,553	187,695	196,988	202,897	208,984
TOTAL PAYROLL EXPENSE	1,194,453	1,291,782	1,355,740	1,396,412	1,438,304
OTHER EXPENSES:					
COURSE & GROUNDS	-	-	-	-	-
MAINTENANCE/HOUSEKEEPING	70,000	71,400	72,828	74,285	75,770
CARTS	145,000	147,900	150,858	153,875	156,953
GOLF SHOP	60,000	61,200	62,424	63,672	64,946
PRACTICE CENTER	85,000	86,700	88,434	90,203	92,007
FOOD & BEVERAGE	71,700	76,014	80,702	82,752	84,856
MARKETING	115,000	117,300	119,646	122,039	124,480
GENERAL & ADMINISTRATIVE	350,000	357,000	364,140	371,423	378,851
TOTAL OTHER EXPENSES	896,700	917,514	939,032	958,249	977,862
TOTAL EXPENSES	2,500,298	2,632,150	2,731,871	2,804,872	2,879,884
EBITDA	2,311,282	2,543,145	2,705,725	2,875,128	3,057,796
MANAGEMENT FEE					
CAPITAL (Approx 2% of Revenue)	96,232	104,522	106,985	109,509	112,095
ROUNDS	87,000	89,610	92,298	95,067	97,919
AVG RATE GREEN FEE/CART	\$ 35.14	\$ 37.09	\$ 37.77	\$ 38.41	\$ 39.11
NET CASH	2,215,050	2,438,623	2,598,740	2,765,619	2,945,701

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

Assumptions:

- 1 Year 1 assumes first full year of operations by KemperSports
- 2 Revenues do not include proceeds from ID Cards