

**Drive Shack:
City of Fort Lauderdale
Solicitation 275-11844
April 11, 2017**



(This hard copy submission supersedes any online submission materials)

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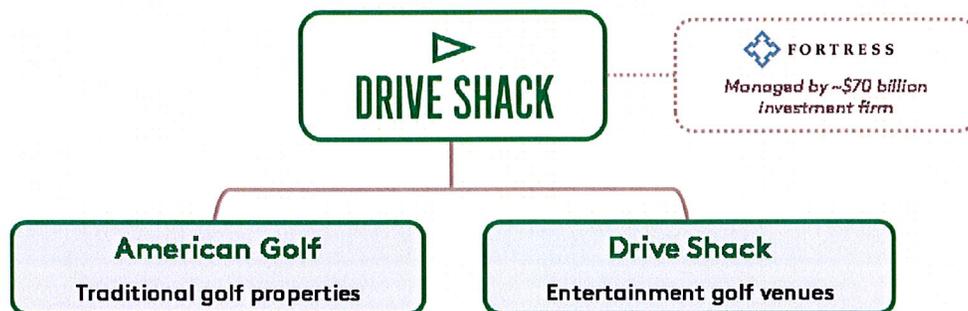
I. Executive Summary (4.2.2)



Business Entity: Drive Shack Inc. (NYSE: DS)

Background:

Drive Shack Inc. (“DS”, the “Company” or the “Proposer”) is a publicly traded owner and operator of golf-related leisure and entertainment businesses. Drive Shack conducts its leisure business through two primary operating segments: (1) Traditional golf properties and (2) Entertainment golf venues. The Company is a Maryland corporation and is headquartered in New York. Furthermore, Drive Shack is externally managed by an affiliate of Fortress Investment Group (“Fortress”), a global investment firm with approximately \$70 billion of assets under management.



Traditional Golf | American Golf

American Golf is one of the largest owners and operators of golf properties in the United States. As of December 31, 2016, we operated 78 properties across 13 states, of which over 75% were located in the top 20 metropolitan statistical areas. Our dedicated 4,700 employees are focused on delivering lasting experiences for our customers, who played over 4 million rounds with us in 2016. Among the 4 million rounds played in 2016, over 2 million were played on our municipal courses. Our operations are organized into two principal

categories: 1) public properties, which include municipal courses and daily fee courses and 2) private properties, which include member-centric courses. Nearly half of our courses are operated on behalf of municipal owners, such as New York City and Los Angeles County, where we have been partners for over three decades.

Entertainment Golf | Drive Shack

Drive Shack is an entertainment company that combines golf, competition, dining and fun. We are developing next-generation entertainment golf venues across the United States and internationally. Each venue, beginning with our inaugural facility in Orlando, Florida, will feature three stories of hitting suites where friends, family, co-workers or complete strangers can compete in a technologically-enhanced golf game. Drive Shack is also strategically aligned with Taylor Made Golf Company, Inc. (“TaylorMade”), one of the most recognizable brands in golf. Consumers seeking a good time, but not looking to participate in the game, can spectate from one of Drive Shack’s restaurant or lounge areas.

Main Office / Office Location That Will Service This Contract (“DS Office”):

1345 Avenue of the Americas, Floor 45

New York, NY 10105

Officers, Principals, Supervisory Staff and Key Individuals Who Will Be Directly Involved in the Work:

Sarah Watterson – *Drive Shack | President and CEO (DS Office)*

- Ms. Watterson is the President and CEO of Drive Shack Inc., where she oversees the day-to-day operations of Drive Shack and American Golf. Prior to spending her time with Drive Shack, she worked across various companies at Fortress with a focus on capital markets and business development. In addition, she recently oversaw the acquisition of the Milwaukee Bucks, was instrumental in the development of the

business post-acquisition and managed the site selection and build-out of the new NBA arena and ancillary real estate in Milwaukee. Ms. Watterson previously worked at Goldman Sachs, where she was a member of the global securities team. Ms. Watterson graduated Summa Cum Laude from Cornell University.

Larry Goodfield – *Drive Shack | Chief Financial Officer (DS Office)*

- Mr. Goodfield is the Chief Financial Officer, Chief Accounting Officer and Treasurer of Drive Shack Inc., where he oversees the financial management of the company. Prior to joining Fortress, Mr. Goodfield served as Senior VP and Controller at W.P. Carey Inc., a publicly traded global real estate company, where he was responsible for accounting, financial reporting and internal controls. Previously, Mr. Goodfield served in both audit and advisory practices and specialized in real estate at PricewaterhouseCoopers LLP.

Sara Yakin – *Drive Shack | Chief Operating Officer (DS Office)*

- Ms. Yakin is the Chief Operating Officer of Drive Shack Inc., where she oversees the operations of the company. Prior to spending her time with Drive Shack, she worked across various companies at Fortress with a focus on capital markets and business development. Previously, Ms. Yakin worked at Barclays in both its sales and trading divisions. Ms. Yakin graduated Magna Cum Laude from Cornell University.

Mark Goins, AIA – *Drive Shack | Project Manager Lead, Architecture & Construction (DS Office)*

- Mr. Goins brings nearly 20 years of project management experience to his role at Drive Shack. Most recently, he ran point on development for the theater chain, Carmike Cinemas, where he worked on over 200 projects in 40 different states. Mr. Goins also has 15 years of experience managing the Carmike Cinemas building program from a design and construction standpoint. Previously, Mr. Goins was a critical part of implementing building programs with Malco Theaters, Great Escape Theaters, Firestone, Belk Department Stores, and Ruby Tuesday's restaurants.

Populous – *Building Architect (4800 Main Street, Suite 300 Kansas City, Missouri 64112)*

- Populous is a global architecture and design firm that creates the places where people love to be together, like Yankee Stadium, the London Olympics, and the Super Bowl. Over the last 30 years, the firm has designed more than 2,500 projects worth \$40 billion across emerging and established markets. Populous' comprehensive services include architecture, interior design, event planning and overlay, environmental graphics and wayfinding, master planning, landscape design, urban planning and sustainable design consulting. With regional headquarters in Kansas City, London, and Brisbane, Populous has 17 offices on four continents.

Kimley-Horn – *Civil Engineering (600 N Pine Island Road #450, Plantation, FL 33324)*

- Kimley-Horn is one of the nation's premier planning and design consulting firms. With over 2,800 staff members in more than 75 offices across the U.S., the firm offers full services in a wide range of disciplines. Drive Shack Fort Lauderdale will be working with the local office in Plantation, FL. From demanding long-range strategies and complex planning and design to development and construction challenges, Kimley-Horn engineers, planners and environmental scientists combine their creativity to develop insightful solutions with the rigor to deliver practical results that consistently exceed expectations.

Jon E. Schmidt & Associates – *Land Planner & Landscape Architecture (2247 Palm Beach Lakes Blvd., Suite 101, West Palm Beach, FL 33409)*

- Jon E. Schmidt and Associates, Inc. is an award winning, State of Florida licensed landscape architecture firm that provides landscape design and consulting, as well as land planning services to a wide variety of project types throughout South Florida. Founded in 2000, Jon E. Schmidt & Associates, Inc. was established with the goals of providing intelligent, innovative, landscape architectural design solutions. Josh Nichols, Drive Shack's local land planner, is the Senior Land Use Planner with Jon E. Schmidt & Associates, Inc., who will serve on the development team as the project planning

consultant/landscape architect. Mr. Nichols has over 14 years of experience in the planning field locally in the South Florida region with specific experience in Fort Lauderdale while with the law firm of Greenberg Traurig. His firm has also successfully procured and entitled leased airport property with the Palm Beach International Airport for the development of over 65,000 square feet of automotive uses for an international operator. Mr. Nichols' office will be charged with preparation of the site plan, landscape plans, and local approvals required through the City of Fort Lauderdale.

We intend to engage a general contracting firm to proceed with the construction of Drive Shack Fort Lauderdale. This firm will have national experience in commercial construction of similar size and scope to this project. Furthermore, this firm will have all necessary licenses and certifications to perform construction in the State, County and City.

Key Elements of Proposal:

Rent Proposal	<ul style="list-style-type: none">▪ \$310,000 per year for Years 1 to 10, paid in 12 equal monthly installments▪ \$325,000 per year thereafter, paid in 12 equal monthly installments▪ Equates to ~<u>\$6.4 million in rent payments to the city over 20 years</u>▪ Market rate in appraisal attached is \$291,342, or ~\$5.8 million over 20 years
Permanent Job Creation	<ul style="list-style-type: none">▪ Drive Shack plans to employ ~ <u>350 full and part-time employees</u>
Construction Job Creation	<ul style="list-style-type: none">▪ Drive Shack plans to create <u>150 to 200 construction jobs</u> over the approximately one year construction
Fiscal Economic Benefits	<ul style="list-style-type: none">▪ Drive Shack will create a substantial municipal revenue generation opportunity for the city
Entertainment Destination	<ul style="list-style-type: none">▪ Unique entertainment destination providing enjoyment for patrons of all ages▪ Poised to draw visitors and tourists from outside of the Fort Lauderdale area

II. Project Description (4.2.3)

Type and size of development program (4.2.3a)

Gross Square Footage (Building): ~60,000 square feet

Net Square Footage (Building): ~55,000 square feet

The development will consist of the Building, the Outfield and the Parking Lot.

Description of proposed uses, a list of potential tenants and any letters of interest and/or intent from the potential tenants (4.2.3b)

Drive Shack Fort Lauderdale will be an entertainment destination that combines golf, competition, dining and fun. The venue will feature multiple stories of hitting suites where friends, family, co-workers or complete strangers may compete in various technologically-enhanced golf games. Consumers who are seeking a good time, but not looking to participate in the game, would be able to spectate from one of our restaurant or lounge areas.

Drive Shack's accessibility will allow this venue to be enjoyed by many different types of consumers. When customers sign up to play with us, we will provide free golf clubs and balls. Our hitting suites can each be enjoyed by up to 6 people at once for an hourly fee. In addition to our hitting suites, our venue offers a multitude of entertainment options so that by day it can be enjoyed by families or avid golfers and by night it can be enjoyed by couples on date night or millennials seeking a unique option for a night out.

Drive Shack truly offers entertainment to people of all interests, such as:

- *Fort Lauderdale visitors on vacation or on business* will be offered a unique destination, without needing their own golf clubs.
- *Non-golfers or aspiring golfers* can enjoy the interactive and engaging games. Additionally, food and beverage options will be made available at the golf suites and in the various lounge and dining areas.

- *Serious golfers* can enjoy a variety of golf games, instruction options and TaylorMade clubs.
- *People with no interest in picking up a club* can enjoy watching friends play or spend time at one of our restaurant or lounge areas. These areas will contain a variety of social and entertainment amenities.

Drive Shack will be the operator and tenant of the facility and does not intend to sublease a portion of the facility.

The total cost to develop the site (4.2.3c)

Item Description	Budget Estimate
HARD COSTS	\$10 - \$15 million
SOFT COSTS	\$5 - \$10 million
TOTAL BUDGET	\$15 - \$25 million

Proposer’s Promised Capital Investment in Improvements to the leased parcels of Airport land (4.2.3d)

\$10 million (equivalent to low end of “Hard Cost” estimate as noted above)

Economic benefit to the City from the Proposer’s proposed development & use of developed land (4.2.3e)

Summary of Benefits

- Creates approximately 350 permanent jobs
- Drives 150 to 200 construction jobs
- Substantial opportunity for new municipal revenue generation
- Adds an exciting, year-round accessible and affordable entertainment attraction

Job Generation

Drive Shack Fort Lauderdale expects to create more than 350 permanent jobs to operate the venue. These employees will possess a broad array of skills and expertise in order to complete the Drive Shack staffing requirements, which include, but are not limited to:

- Gaming
 - Hosts / Suite Assistants
 - Greeters
 - Ball & Equipment Management
 - Golf Instruction Staff
- Food & Beverage
 - Servers
 - Runners
 - Bartenders / Bar Backs
 - Cooking Staff
 - Dishwashers
- Banquet / Event Staff
 - Servers
 - Hosts
- Maintenance / IT
 - Custodial
 - Landscaping
 - Handy Services
- Hospitality
 - Greeters
 - Sales & Marketing

During the construction period, Drive Shack and our general contractor intend to employ approximately 150 to 200 people. While the general contractor will likely be a company with a national or regional reach, a high percentage of sub-contractor work and material suppliers are expected to come from local employers and businesses.

Wages from these new jobs are expected to trigger additional spending and further hiring throughout the community via the economic multiplier effect.

Fiscal Economic Benefits

Rent

The City is entitled to rent payments outlined in the submission guidelines and proposed in the “Term Sheet”. At approximately \$0.69 per square foot for the full parcel, Drive Shack is offering to pay the City \$310,000 per year to rent this land for the first 10 years of the lease term and \$325,000 thereafter. The proposed Year 1 rent is approximately \$20,000 greater than the market rental rate indicated in the appraisal attached to the submission guidelines. Over the course of the 20 year lease at the terms indicated in “Term Sheet”, rent payments to the City will have totaled ~\$6.4 million, which is ~\$525K greater than the total rent payments over a 20 year lease indicated by the market rental rate in the appraisal provided.

Sales & Use Tax

Drive Shack has publicly disclosed that anticipated site-level annual revenues will be approximately \$20 million. The City would subsequently receive its allocation of the 6% sales tax charged by the State of Florida on the taxable revenues.

Compatibility of proposed land use with aviation at the Airport (4.2.3f)

Drive Shack is a unique entertainment concept that allows you to share the best elements of sports, dining, competition and fun with friends, family and the greater Drive Shack community. Guests arriving at Drive Shack Fort Lauderdale will be greeted in the 1st floor reception area where they can enroll as a Drive Shack member or sign up for a suite to play one of our technologically-enhanced, signature golf-based games.

Whether waiting for a hitting suite to be available, or just visiting Drive Shack to catch the big game, guests can enjoy our 2nd floor sports bar & restaurant equipped with numerous TVs, great food, ambiance and service.

On the 3rd floor, guests can enjoy our family-friendly gaming lounge furnished with free-to-play table and arcade games, or spend time in our open-air rooftop lounge that is adjacent to the arcade.

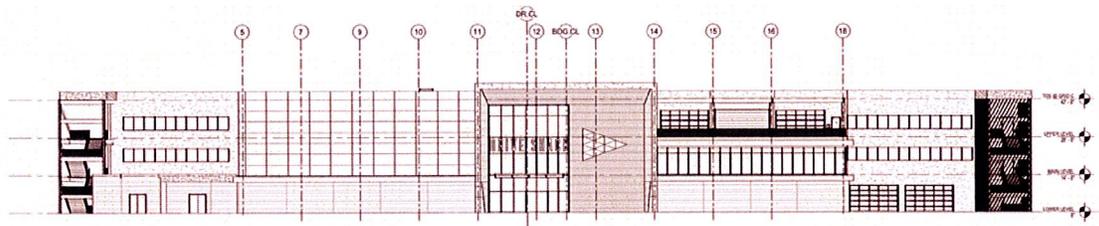
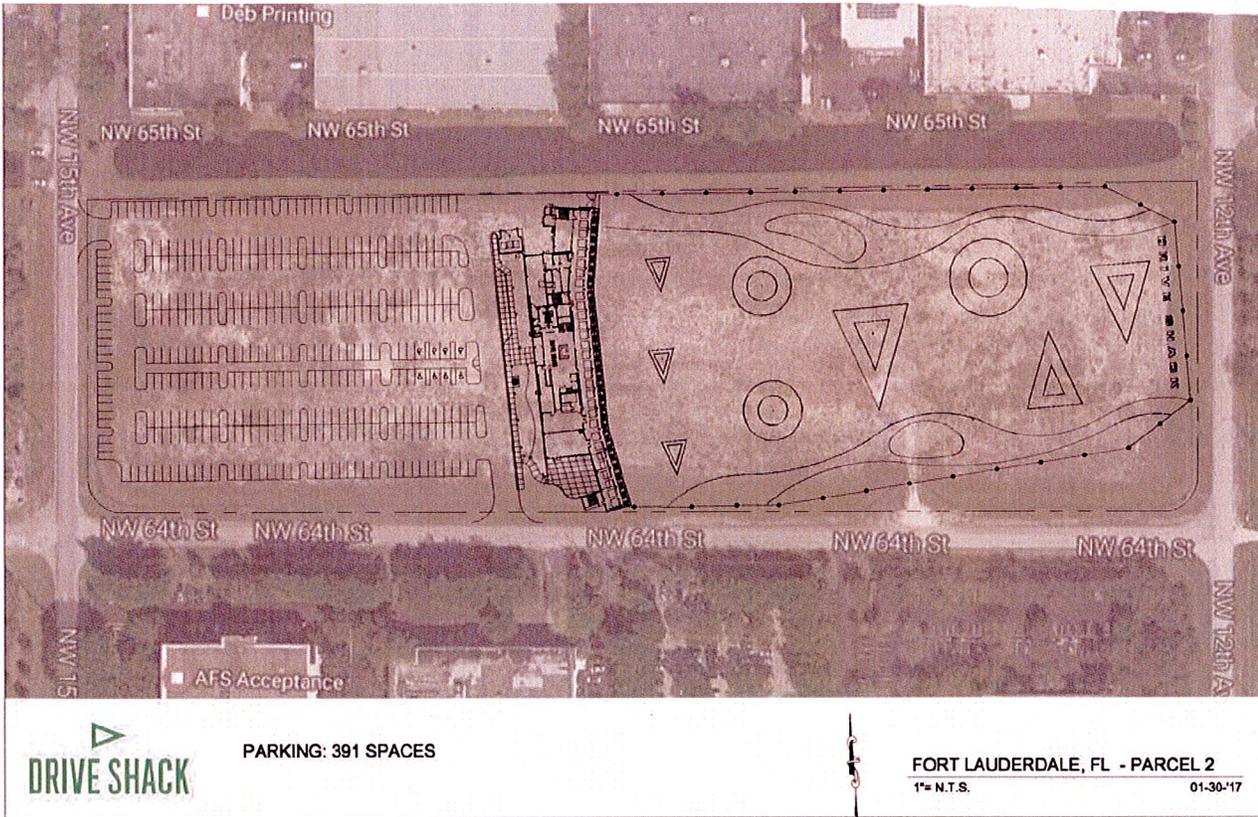
Drive Shack offers full food and beverage service to all of our hitting suites, the sports bar & restaurant, the rooftop lounge and ample and flexible meeting space. Out on the hitting range, our crew maintains the outfield in protected motorized ball-pickers, filtering thousands of golf balls every day back up to the hitting suites. This unique venue can serve as an entertainment hub for the FXE travelers and employees. Drive Shack intends to draw hundreds of thousands of visitors annually and increased foot traffic will raise awareness regarding the variety of exciting products FXE offers including flight school, corporate travel and airport employment opportunities. With the building's ample corporate event spaces, this venue will also provide an amenity for the various employers in the area.

The heightened awareness and traffic to the area surrounding the Drive Shack venue will help drive additional customers to the following local industries:

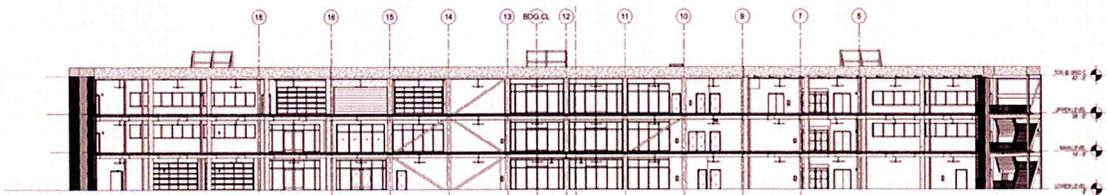
- Adjacent restaurants and retail
- Nearby hospitality
- Local public and private transit.

Thus, Drive Shack is excited for the opportunity to serve as the complementary entertainment destination to FXE that the entire Fort Lauderdale community will be proud of.

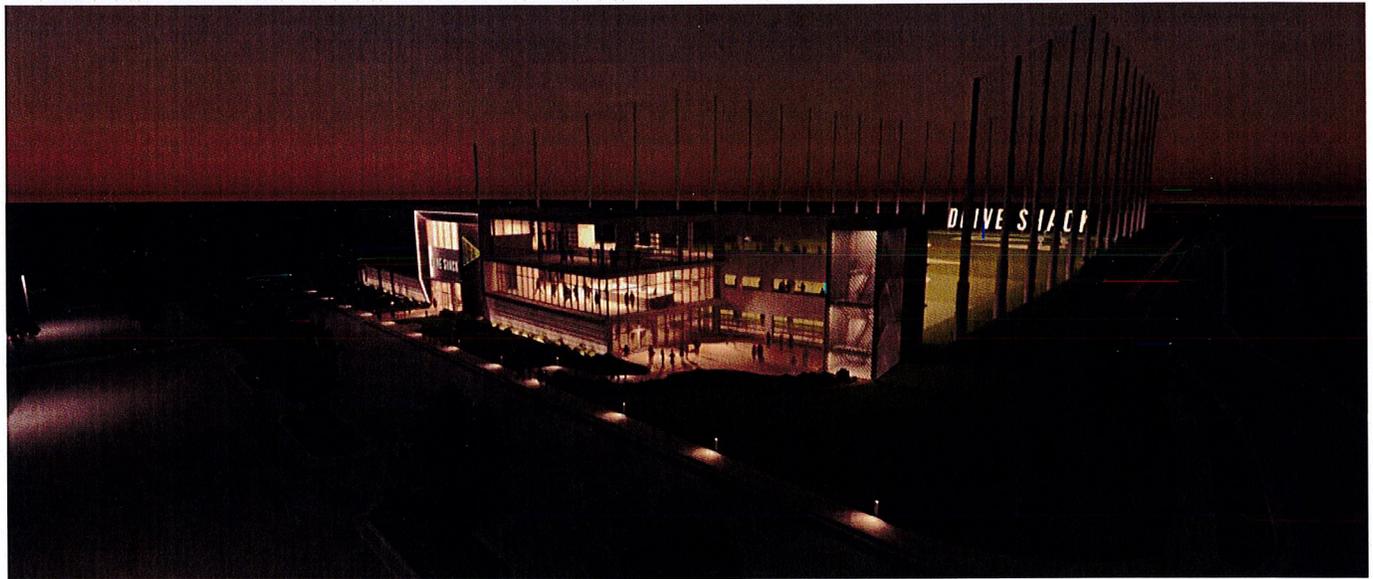
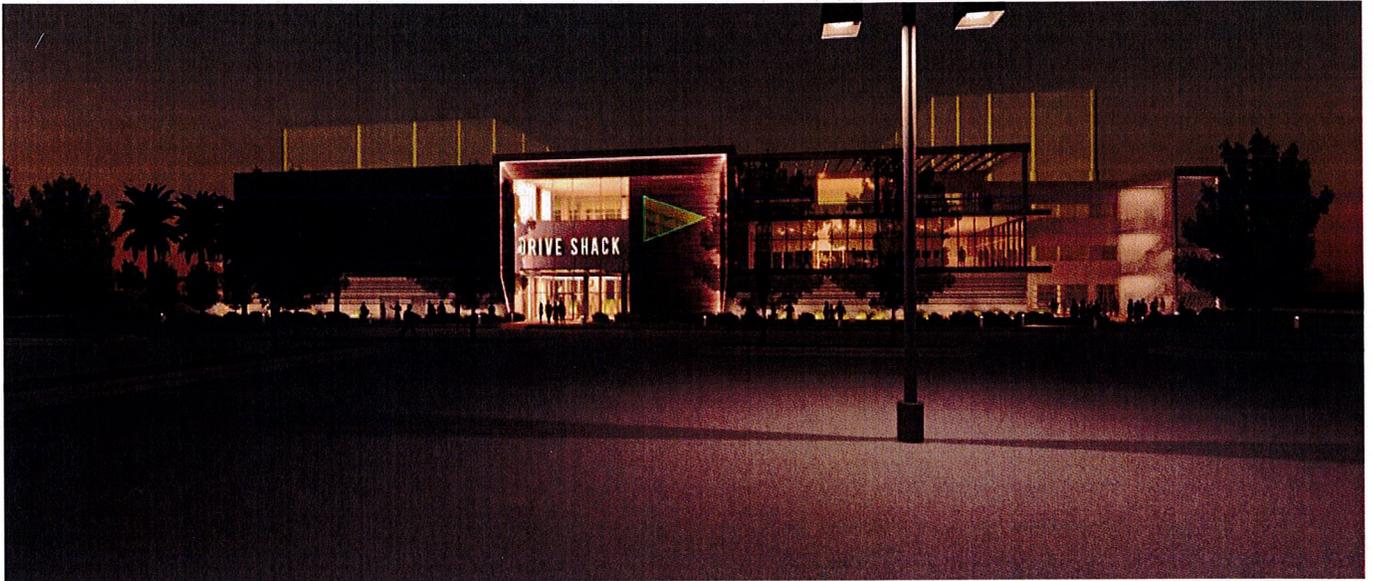
A set of concept sketches showing the proposed Project and a set of schematic renderings of the proposed Project showing the principal elevations and massing, floor plans for each use, streetscape and landscape plans, entry feature and signage (4.2.3g)



1) BUILDING REFERENCE ELEVATION - FROM FRONT
1/8" = 1'-0"

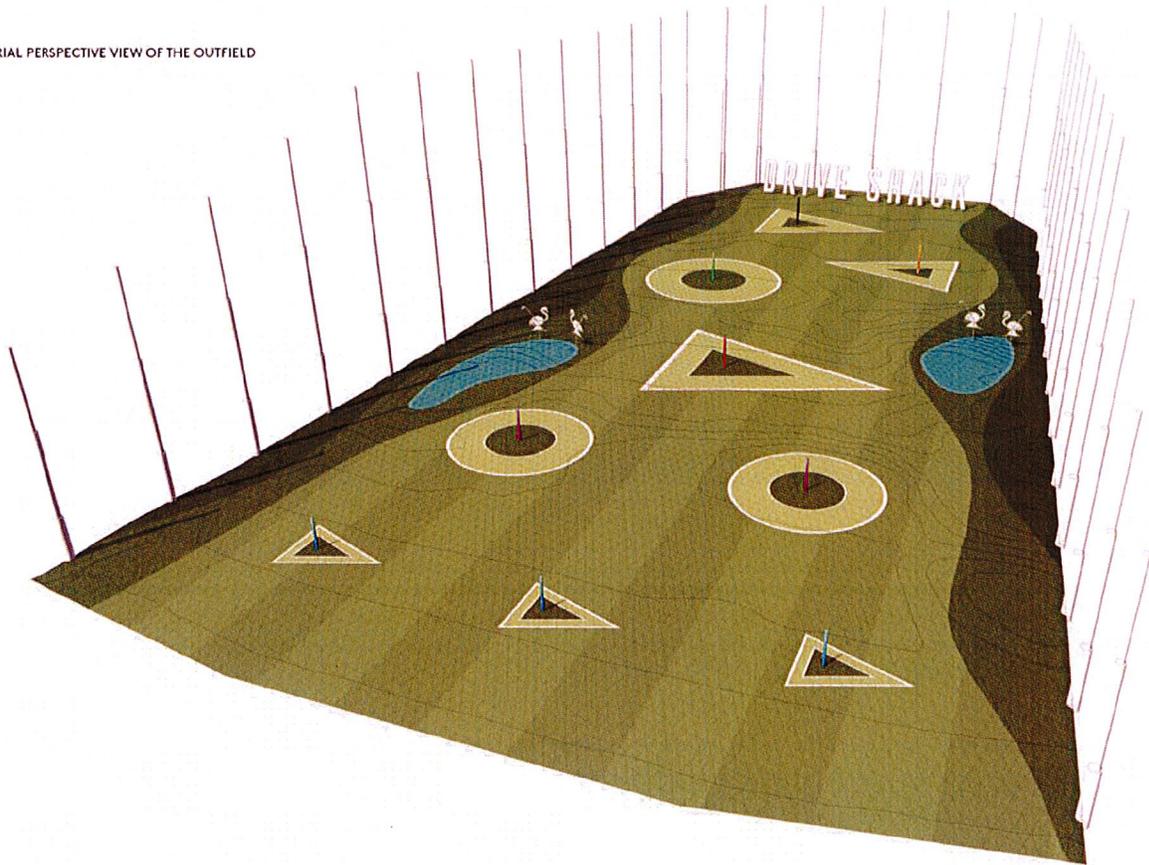


2) BUILDING REFERENCE ELEVATION - FROM RANGE
1/16" = 1'-0"





AERIAL PERSPECTIVE VIEW OF THE OUTFIELD



Floor Plans – Drive Shack’s floor plans are proprietary, we would be happy to discuss further.

A description of the proposed exterior materials and other relevant specifications (4.2.3h)

- Metal Panels
- Decorative Masonry
- Stucco

A description of sustainable building practices that will be incorporated into the project during construction (4.2.3i)

- Energy efficient LED lighting
- Exterior lighting controls
- Occupancy sensors

- Automatic sensors on plumbing fixtures
- Water reducing plumbing fixtures
- Reflective white roof
- Low or no VOC paints
- Tinted glazing
- Carpet produced with recycled fibers
- Energy management system controlling all HVAC units
- Concrete using fly ash (waste product of burning coal)

III. Term Sheet (4.2.4)

Initial Lease Term (Not to Exceed 30 years)	<ul style="list-style-type: none"> ▪ 20 years
Options to Extend (Not to Exceed 20 years)	<ul style="list-style-type: none"> ▪ Up to 4 consecutive 5-year extensions
Base Rent	<ul style="list-style-type: none"> ▪ \$310,000 per year for Years 1 to 10, paid in 12 equal monthly installments ▪ \$325,000 per year thereafter, paid in 12 equal monthly installments
Operating Expenses	<ul style="list-style-type: none"> ▪ Drive Shack will be responsible for standard obligations under a triple net lease
Deposit Amount	<ul style="list-style-type: none"> ▪ \$31,000.00 (10% of Year 1 Rent)
Contingencies	<p>Drive Shack will have the option to terminate the lease and recover any deposits if contingencies are not satisfied, including:</p> <ul style="list-style-type: none"> ▪ Drive Shack is able to obtain a policy of title insurance insuring its marketable title in the leasehold estate ▪ Receipt of final approvals from applicable governmental authorities for required entitlements, permits, authorizations, etc. ▪ Receipt of building permit ▪ Receipt of Certificate of Occupancy ▪ No tenants or parties in possession have rights of use or possession or are believed to have rights of use or possession with respect to the property ▪ Confirmation from the City that all necessary utilities, including water, sewer, electricity and gas, are available to the property and installed to boundary line of the property ▪ Remediation of any issues identified during due diligence period (i.e., title/survey issues, environmental conditions) ▪ Performance by the City of its covenants and obligations pursuant to the Lease ▪ Entry into an ECR, if applicable
Sublease and Assignment	<ul style="list-style-type: none"> ▪ Drive Shack will not sublease or assign without consent, except to an affiliate (which will not relieve Drive Shack of its obligations under the lease)
Holdover	<ul style="list-style-type: none"> ▪ Drive Shack will be deemed a month-to-month “at-will” tenant at the then-current base rent

IV. Experience and Qualifications (4.2.5)

- A. Confirmed
- B. Confirmed
- C. Confirmed
- D. Drive Shack Inc. is not currently licensed to do business in the State of Florida. Drive Shack Orlando LLC, a wholly-owned subsidiary of Drive Shack Inc., is licensed to do business in the State of Florida. Upon receiving notice of award for Solicitation 275-11844 and prior to entering into a lease agreement, Drive Shack Inc. will setup an entity for the development of Drive Shack Fort Lauderdale that will be licensed to conduct business in the State of Florida.

V. References (4.2.6)

Firm / Municipality: Tavistock Development Company

Contact Name: Andy Odenbach

Address: 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827

Email: aodenbach@tavistock.com

Phone Number: (407) 888-6500

Context: Landlord | Drive Shack Orlando LLC

Description of Work: Development of the first Drive Shack location

Year the Project was Completed: In Progress

Total cost of the project, estimated and actual: DS expects the cost to develop a Drive Shack to be approximately \$15 to \$25 million

Firm / Municipality: City of New York, NYC Parks

Contact Name: David Cerron

Address: 830 Fifth Avenue, Room 407, New York, NY 10065

Phone Number: (212) 360-3457

Email: David.Cerron@parks.nyc.gov

Context: Landlord | American Golf

Description of Work: Complete golf course and clubhouse renovation / addition at Dyker Beach Golf Course

Year the Project was Completed: 2008

Total cost of the project, estimated and actual: \$12 million+

Firm / Municipality: City of San Leandro, California

Contact Name: Debbie Pollart

Address: 14200 Chapman Road, San Leandro, CA 94578

Phone Number: (510) 577-6020

Email: DPollart@sanleandro.org

Context: Landlord | American Golf

Description of Work: Complete 27-hole golf course renovation and multi-tiered driving range construction

Year the Project was Completed: Phase I 1999 Phase II 2004

Total cost of the project, estimated and actual: \$9 million+

Firm / Municipality: Los Angeles World Airports

Contact Name: Vivian Howell

Address: 6053 W. Century Blvd. Suite 400, Los Angeles, CA 90045

Phone Number: (424) 646-7215

Email: vhowell@lawa.org

Context: Landlord | Westchester Golf Partners, American Golf

Description of Work: Designed and constructed 3-hole addition to existing 15-hole golf course and driving range upgrades

Year the Project was Completed: 2010

Total cost of the project, estimated and actual: \$2 million+

Firm / Municipality: County of Los Angeles, Department of Parks and Recreation

Contact Name: Jorge Badel

Address: 301 North Baldwin Avenue, Arcadia, CA 91007

Phone Number: (626) 821-4649

Email: jbadel@parks.lacounty.gov

Context: Landlord | American Golf

Description of Work: Whittier Narrows Golf Course clubhouse renovation and installation of a banquet/event center (currently in planning and permitting phase)

Year the Project was Completed: In progress, estimated Fall 2017 / Spring 2018

Total cost of the project, estimated and actual: \$3 million

VI. Required Forms (4.2.7)

- A. **Proposal Certification – Complete and attach the Proposal Certification provided herein.**
Completed on BidSync. See confirmation on Page 24
- B. **Non-Collusion Statement – This form is to be completed, if applicable, and inserted in this section.**
Completed on BidSync. See confirmation on Page 27
- C. **Sample Insurance Certificate – Demonstrate your firm’s ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies’ names for the required coverage and limits.**
See Page 30
- D. **Business License – Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.**
As mentioned in section 4.2.5, Drive Shack Inc. is not currently licensed to do business in the State of Florida. Drive Shack Orlando LLC, a wholly-owned subsidiary of Drive Shack Inc., is licensed to do business in the State of Florida. Upon receiving notice of award for Solicitation 275-11844 and prior to entering into a lease agreement, Drive Shack Inc. will setup an entity for the development of Drive Shack Fort Lauderdale that will be licensed to conduct business in the State of Florida. Please see Appendix C to view the business license for Drive Shack Orlando LLC.

4.2.7A – Proposal Certification
(See next two pages)

Supplier Response Form**BID/PROPOSAL CERTIFICATION**

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Drive Shack Inc.

Address: 1345 Avenue of the Americas

City: New York State: New York Zip: 10105

Telephone No. 212-478-4109 FAX No. 212-798-6122 Email: swatterson@fortress.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	4/4/17				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance

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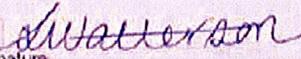
4/11/2017

DPX Form

contained in this competitive solicitation.

Submitted by:

Sarah Watterson
Name (printed)

Signature: 

4/11/17
Date:

swatterson@fortress.com
Title

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **SWATTERSON@FORTRESS.COM**

Password

* Required fields

https://www.bidsync.com/DPXViewer/Bid_Proposal_Certification_Page_8-10-16_z_0696264.htm?ac=supresponse&auc=2011300&docid=6996264

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4.2.7B – Non-Collusion Statement
(See next two pages)

Supplier Response Form

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement,

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor,

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more),

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception,
- 2) Create a Word document detailing your exceptions,
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

4/11/2017

DPX Form

Username **SWATTERSON@FORTRESS.COM**

Password *

* Required fields

https://www.bidsync.com/DPXViewer/Non_Collusion_Statement_6-5-07.htm?ac=supresponse&auc=2011300&docid=291856

2/2

4.2.7C – Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 03/27/2017

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certherequest@Marsh.com Fax: 212-948-4377 118149079-gps-16-17	CONTACT NAME: PHONE (AG, Ho, Ext): _____ FAX (AG, Ho): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: N/A	N/A	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Evanston Insurance Company	35378														
INSURER B: N/A	N/A														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
Drive Shack Holdings, LLC Attn: Tom Wilkinson 1345 Avenues of the Americas New York, NY 10105	NYC-008748790-01	2

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

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			3AA118115	09/08/2016	09/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ EXCLUDED
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____			3AA118115	09/08/2016	09/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

CERTIFICATE HOLDER Drive Shack Holdings, LLC Attn: Tom Wilkinson 1345 Avenues of the Americas New York, NY 10105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton <i>Elizabeth Stapleton</i>
---	--

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

**4.2.7D – Business License
(See Appendix C)**

VII. Appendix

- A. Proposal Page (*Section VI*)
- B. Addendum No. 1
- C. Business Licenses

Appendix A – Section VI – Proposal Page

City of Fort Lauderdale

Bid 275-11844

SECTION VI – PROPOSAL PAGE

Proposer Name: Drive Shack Inc.

Respondent agrees to lease Parcel C at the price in accordance with the terms, conditions and specifications contained in this Proposal.

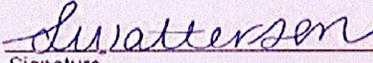
Notes:

Provide the following information:

- | | |
|--------------------------|--|
| 1. Initial Lease Term | <u>20</u> Year(s) |
| 2. Option to Extend Term | 4 consecutive extensions,
<u>each for 5</u> Year(s) |
| 3. Base Rent | <u>\$ 310,000.00</u> |
| 4. Deposit Amount | <u>\$ 31,000.00</u> |

Submitted by:

Sarah Watterson
Name (printed)
April 11, 2017
Date


Signature
President & CEO
Title

Appendix B – Addendum No. 1



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFQ No. 275-11844

TITLE: Lease and Development of Parcel C (Property ID #494209010170)

ISSUED: 4/4/17

This addendum is being issued to make the following change(s):

1. Section II – Special Terms And Conditions, Item 2.11.1 is revised as follows:

2.11.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of **ten percent (10%)** of the **first year's base rental amount**. A proposal security can be in the form of a bid bond or cashier's check, and will be returned to the unsuccessful proposers soon as practicable after award and execution of Lease. Upon execution of the Lease, a Construction Assurance Deposit (CAD) of **two percent (2%)** of the total proposed construction costs shall be paid to the Lessor in the form of cash or an irrevocable letter of credit. The proposal security will be returned to the successful proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents; or other conditions as stated in the Special Conditions or elsewhere in the RFP.

2. The opening date has been changed to April 11, 2017

All other terms, conditions, and specifications remain unchanged.

James Hemphill
Sr. Procurement Specialist

Company Name: Drive Shack
(please print)

Bidder's Signature: [Signature]

Date: 04/10/2017

**Appendix C – Business Licenses
(See following pages)**



June 23, 2016

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DRIVE SHACK LAKE NONA LLC
1345 AVENUE OF THE AMERICAS
NEW YORK, NY 10105US

Qualification documents for DRIVE SHACK LAKE NONA LLC were filed on June 22, 2016, and assigned document number M16000005025. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H16000152487.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Yasemin Y Sulker
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 816A00013211

P.O BOX 6327 - Tallahassee, Florida 32314

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Drive Shack Lake Nona LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware 3. N/A
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 1345 Avenue of the Americas
New York, New York 10105
(Street Address of Principal Office)

6. 1345 Avenue of the Americas
New York, New York 10105
(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: C T Corporation System
Office Address: 1200 South Pine Island Road
Plantation, Florida 33324
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: Angel Shearer C T Corporation System Angel Shearer
Assistant Secretary
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Justine Cheng - Authorized Signatory 1345 Avenue of the Americas New York, New York 10105

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

[Signature]
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Justine Cheng
Typed or printed name of signee

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DRIVE SHACK LAKE NONA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



6065664 8300

SR# 20164479258

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202497842

Date: 06-15-16



September 6, 2016

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DRIVE SHACK ORLANDO LLC
1345 AVENUE OF THE AMERICAS
NEW YORK, NY 10105US

Re: Document Number M16000005025

The Amendment to the Application of a Foreign Limited Liability Company for DRIVE SHACK LAKE NONA LLC which changed its name to DRIVE SHACK ORLANDO LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on September 1, 2016.

This document was electronically received and filed under FAX audit number H16000218277.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Jenna D Harris
Regulatory Specialist II
Division of Corporation

Letter Number: 816A00018679

P.O BOX 6327 - Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the forms and instructions to amend the **name, jurisdiction, or the registered agent, or any person identified in accordance with s. 605.0902 (1)(e), or a change in title or capacity of that person, for a foreign limited liability company** authorized to transact business in Florida. The requirements are as follows:

- Pursuant to s. 605.0907, Florida Statutes, the attached application must be completed in its entirety.
- A certificate from the state of jurisdiction evidencing the amendment must be submitted with the application. The certificate should be issued within the past 90 days.
- The name of a limited liability company in the state of Florida must contain the words "Limited Liability Company," the abbreviation "L.L.C.," or the designation "LLC."
- The name of a limited liability company must be distinguishable on the records of the Florida Department of State. If you have changed the name of your limited liability company and the new name is not distinguishable on our records, you must adopt an alternate name to use in the state of Florida. To adopt an alternate name, you must submit a copy of the written consent of the managers or managing members adopting the alternate name. You may download a fill-in-the blank consent form from our website www.sunbiz.org.

A preliminary search for name availability can be made on the Internet through the Division's records at www.sunbiz.org. Preliminary name searches and name reservations are no longer available from the Division of Corporations. You are responsible for any name infringement that may result from your name selection.

- **The fees are as follows:**
 - \$25.00 Filing Fee**
 - \$30.00 Certified Copy (optional)**
 - \$ 5.00 Certificate of Status (optional)**
- A letter of acknowledgment will be issued free of charge upon registration. Please submit one check made payable to the Florida Department of State for the total amount of the filing fee and any optional certificate or copy.
- A COVER letter should be submitted along with the application, certificate, and check. The mailing address and courier address are noted below.
- Please send the application to:

<u>Mailing Address</u> Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314	<u>Street/Courier Address</u> Registration Section Division of Corporations Clifton Building 2661 Executive Center Circle Tallahassee, FL 32301
--	--

Any further inquiries concerning this matter should be directed to the Registration Section by calling (850) 245-6051.

CR2E055 (9/15)

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Drive Shack Orlando LLC

Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jose Torres

Name of Person

Fortress Investment Group

Firm/Company

1345 Avenue of the Americas, 45th Floor

Address

New York, NY 10105

City/State and Zip Code

jtorres@fortress.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jose Torres

at (212) 479-1541

Name of Person

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

\$25 Filing Fee

\$30 Filing Fee &
Certificate of Status

\$55 Filing Fee &
Certified Copy

\$60 Filing Fee,
Certificate of Status &
Certified Copy

CR2E055 (9/15)

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of

State: Drive Shack Orlando LLC

Enter new principal office address, if applicable: _____

(Principal office address)
MUST BE A STREET ADDRESS

Enter new mailing address, if applicable: _____

(Mailing address)
MAY BE A POST OFFICE BOX

2. The Florida document number of this limited liability company is: M1600005025

3. Jurisdiction of its organization: Delaware

4. Date authorized to do business in Florida: 6/22/2016

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: _____
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____
Enter Florida Street Address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

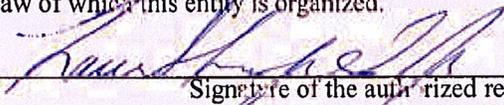
7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

Changing the Authorized Signatories

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
	Justine Cheng	1345 Avenue of the Americas	<input type="checkbox"/> Add
		New York, NY 10105	<input checked="" type="checkbox"/> Remove
	Sarah L. Watterson	1345 Avenue of the Americas	<input checked="" type="checkbox"/> Add
		New York, NY 10105	<input type="checkbox"/> Remove
	Lawrence A. Goodfield, Jr.	1345 Avenue of the Americas	<input checked="" type="checkbox"/> Add
		New York, NY 10105	<input type="checkbox"/> Remove
	Sara A. Yakin	1345 Avenue of the Americas	<input checked="" type="checkbox"/> Add
		New York, NY 10105	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

9. Attached is a certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.



Signature of the authorized representative

Lawrence A. Goodfield, Jr., Authorized Signatory

Typed or printed name of signee

Filing Fee: \$25.00