2022 AMENDMENT TO GOLF COURSE
FOOD AND BEVERAGE
CONCESSION AGREEMENT

WHEREAS, the City of Rapid City, a municipal corporation and political subdivision of
the State of South Dakota, located at 300 Sixth Street Rapid City, SD 57701 ("City") and
Platinum Restaurant Group, Inc., a South Dakota corporation, of 2201 Mount Rushmore Road,
Rapid City, SD 57701 ("Concessionaire") entered into an agreement on October 4, 2018 entitled
Golf Course Food and Beverage Concession Agreement ("Agreement"); and

WHEREAS, the parties desire to amend that Agreement to replace certain sections in the
Agreement with new sections; and

WHEREAS, the City entered into an Agreement Regarding Hours for Platinum
Restaurant Group, Inc. and Consent for Sale of Certain Food and Beverage ("Hours Agreement")
effective July 13, 2021. That Hours Agreement will no longer be necessary once the
amendments contemplated in this 2022 Amendment to Golf Course Food and Beverage
Concession Agreement ("2022 Amendment") are effective. Thus, the parties desire for the
Hours Agreement to be terminated by this 2022 Amendment.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

Section 4 entitled Beer License will be replaced with the following new Section 4:

4. **Beer License.** The Concessionaire shall at all times maintain current and valid licenses
   for the purpose of selling malt beverages and wine at the Meadowbrook Golf Course
   Concession. The failure to maintain such licenses shall constitute a default of this
   Agreement and be grounds for termination by the City. The Concessionaire further agrees
   that the malt beverage and wine licenses will be transferred back to the City or its
   designee at the end of the lease with no compensation paid by the City to Concessionaire
   for the license. The Concessionaire agrees that the City may obtain and maintain
   separate licenses for the purpose of selling malt beverages and wine from an on-course
   beverage cart or carts.

Section 8 entitled Hours will be replaced with the following new Sections 8a and 8b:

8a. **Hours and Attire.** The Concessionaire’s hours of operation shall be posted in a location
   visible to the public. The Concessionaire shall adequately staff the leased premises during
   all times that the leased premises are open to the public for business. The Concessionaire
shall require all employees who work directly with the public to wear appropriate uniform or dress in a manner that is complimentary and consistent with the décor of the leased premises, and mandated by law, if applicable.

8b. **On-Course Beverage Carts.** The Concessionaire and the City agree that, at the sole cost to the City, the City may sell snack-type food items and beverages from an on-course beverage cart or carts. If the City chooses to provide this service, the City will provide the food and beverages for these services.

Section 9 entitled Exclusive Right will be replaced with the following new Section 9:

9. **Exclusive Right.** Concessionaire shall have the exclusive right regarding all food and beverage concessions at the golf course and no other entity or person shall be allowed to sell or give away any food or beverage without the prior written consent of the Concessionaire with the exception of: a) the City providing the City’s on-course food and beverage cart services pursuant to Section 8b; and b) the City selling beverages and snack-type food items from the Starter Shack. This does not prohibit an individual from bringing his own non-alcoholic beverage, food or snacks for his own personal use onto the course. All alcoholic beverages will be prohibited unless furnished by the Concessionaire or the City. The Parks & Recreation Director or his/her designee may, in his/her discretion, prohibit alcoholic beverages outside the Meadowbrook Clubhouse at such times as he/she may determine. If the Concessionaire chooses not to cater an event to be held at the Golf Course, the City or a person/entity associated with the event may hire an outside organization to cater the event or choose to provide the food and/or beverages at its own cost.

FURTHERMORE, all other sections of the original Agreement will remain unchanged. The parties agree that the Hours Agreement is terminated by this 2022 Amendment. This 2022 Amendment is effective once signed by both of the parties.
Dated this 11th day of February, 2022.

CONCESSIONAIRE
Platinum Restaurant Group, Inc.

[Signature]

By: Josh Holdinghausen
Its: Owner/Operating Principal

State of South Dakota )
SS.
County of Pennington )

On this the 11th day of February, 2022, before me, the undersigned officer, personally appeared Josh Holdinghausen, who acknowledged himself to be the Owner/Operating Principal of Platinum Restaurant Group, Inc., a South Dakota corporation, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public, South Dakota

My Commission Expires: 1/30/24
Dated this ______ day of ______________, 2022.

CITY OF RAPID CITY

___________________________
Steve Allender, Mayor

ATTEST:

___________________________
Pauline Sumption, Finance Director

(SEAL)

State of South Dakota )
SS.
County of Pennington )

On this the ______ day of ______________, 2022, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

___________________________
Notary Public, South Dakota

My Commission Expires:
(SEAL)