

**CONCESSION AGREEMENT BETWEEN TOWNSHIP OF WEST ORANGE
AND RBG HOSPITALITY GROUP LLC**

WHEREAS, the Township owns the real property and improvements known as Rock Spring Club located in the Township of West Orange (“Property”); and

WHEREAS, the Township has awarded a Management and Maintenance Agreement (the “Management Agreement”) to Kemper Sports Management Inc. (“KSM”); and

WHEREAS, the Township has authorized KSM to enter into an agreement with RBG Hospitality Group Inc. (“RBG”) for the provision of food and catering services with regard to portions of the Property; and

WHEREAS, KSM continues to provide valuable and critical services concerning the golf club, the halfway house, and maintenance of the Property; and

WHEREAS, KSM has entered into an agreement with RBG wherein RBG’s provision of food and beverage services is limited to the Clubhouse; and

WHEREAS, KSM will continue to provide food and beverage services with regard to the halfway house which serves golfers;

NOW BE IT HEREBY AGREED between the Township and RBG as follows:

1. The recitals set forth above be and are hereby incorporated herein at length.
2. This agreement is contingent upon RBG entering into a binding agreement with KSM and providing the Township of West Orange with a Certificate of Insurance listing the Township as additional insured.
3. If RBG defaults on any of its obligations with KSM, this Agreement will automatically terminate and be of no further force and effect.
4. The Township authorizes RBG to sell alcoholic beverages for immediate consumption on those portions of the Property as set forth in the agreement by and between KSM and RBG and the Township authorizes and joins in RBG’s application for a concessionaire permit from the State of New Jersey Alcoholic Beverage Control pursuant to N.J.A.C. 13:2-5.2(a) and any other applicable laws and regulations.
5. RBG shall comply with all applicable laws and regulations concerning the operation of this concession consistent with state and local laws.
6. The provisions herein are consistent with Resolution No. 286-21 adopted November 9, 2021 which approved RBG’s provision of food and beverage services concerning the Clubhouse.

7. RBG and KSM agree that KSM shall continue to provide food and beverage services including the sale and service of alcoholic beverages with regard to the golf course and halfway house located at the Property.

8. RBG shall comply with any terms and provisions in the agreement between KSM and the Township to the extent that such terms and provisions have been incorporated into the agreement between KSM and RBG.

9. By its execution of this agreement, RBG agrees to be bound by those terms contained in the Management Agreement with KSM that have been incorporated into the agreement between RBG and KSM.

10. RBG agrees that it shall not undertake any improvements at the Property without the express written consent of the Township ("Improvements"). To the extent that any Improvements are permitted, RBG shall comply with all applicable construction and other ordinances of the Township of West Orange. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

11. For the purposes of this agreement, Improvements shall include any expenditure that will exceed \$2,500 which must be approved in writing in advance by the Township. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

12. Further, for the purposes of clarity, any Improvement to any fixture or infrastructure of the Property must be approved in writing and in advance by the Township. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

13. All notices to the Township shall be directed as follows:

John Gross, Business Administrator
Township of West Orange
66 Main Street
West Orange, NJ 07052
Email: jgross@westorange.org
Telephone No.: 973-493-5555

With a copy to:

Richard D. Trenk, Esq., Township Attorney
c/o Trenk Isabel Siddiqi & Shahdanian, PC
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039
Email: rtrenk@trenkisabel.law
Telephone No.: 973-533-1000

With a copy to:

Kenneth W. Kayser, Esq., Assistant Township Attorney
120 Eagle Rock Avenue, Suite 160
E. Hanover, NJ 07936
Email: kenkayser@verizon.net
Telephone No.: 973-515-3511

14. All notices to RBG shall be as follows:

RBG Hospitality Group
90 Rock Spring
West Orange, NJ 07052
Attn: Alap Vora, Managing Member
Email:
Telephone No.:

All notices must be sent to KSM as follows:

Kemper Sports Management Inc.
500 Skokie Boulevard, Suite 444
Northbrook, IL 60062
ATTN: Steve Skinner, Chief Executive Officer
Email:
Telephone No.:

15. This Agreement may not be assigned by RBG without the express written consent of the Township and KSM.

16. Each party agrees to take or cause to be taken any actions, including the execution of additional documents necessary to give full effect to the provisions of this Agreement.

17. To the extent that any disputes arise hereunder, the parties agree that non-binding mediation shall be undertaken in good faith. If the parties cannot agree with the designation of a mediator, after exchange of lists containing at least 3 acceptable mediators, then the Township shall select the mediator.

18. The governing law shall be strictly State of New Jersey and the venue for any disputes shall be the Superior Court of New Jersey, Law Division: Essex County.

19. No amendment or waiver shall be effective unless in writing and executed by both parties.

20. This agreement may be executed in one or more counterparts.

21. The parties hereto execute this document as follows:

WITNESS:

RBG HOSPITALITY GROUP LLC

By: _____

Alap Vora, Managing Member

Dated:

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____

Karen Carnevale, R.M.C.
Municipal Clerk

Robert D. Parisi, Mayor