

**GOOD NEIGHBOR AGREEMENT RE AmThai, LLC, dba BRENDAN'S PUB,
404 BROADWAY, CONCERNING AN APPLICATION FOR A
STANDARD CABARET LICENSE**

THIS AGREEMENT is entered into by and between Baker Historic Neighborhood Association (BHNA), Capitol Hill United Neighborhoods (CHUN), Cultural Arts Residential Organization (CARO) and West Washington Park Neighborhood Association (WWPNA), all registered neighborhood associations in the City and County of Denver, to be known collectively as Registered Neighborhood Organizations (RNOs) and AmThai LLC, a Colorado Limited Liability Company dba Brendan's Pub, located at 404 Broadway, Denver, Colorado, hereinafter referred to as the "Applicant." Applicant and the four RNOs are collectively referred to herein as the "Parties."

RECITALS

A. RNOs are registered neighborhood organizations in Denver, Colorado, whose neighborhood boundaries include the premises at 404 Broadway, Denver, Colorado. The RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 404 Broadway and all Parties want to continue to protect and improve the safety, health, welfare, morals and quality of life in the neighborhood.

B. The Applicant has applied for a Standard Cabaret License, hereinafter referred to as the "License" for 404 Broadway including a building, along with patios on the west and south sides of the building which business is herein referred to as the "Premises." The patios on the west and south sides of the building at 404 Broadway are referred to collectively herein as "Patios." Applicant also has a Tavern License for spaces in the interior of the building some of which are not included in the Application for a Standard Cabaret License. Applicant has also leased the parking lot to the north of the premises for use after 6:00 P.M. until the following morning. Applicant is scheduled to have a hearing on said application on October 2, 2013, at 6:00 P.M., (the "Hearing") before the Denver Department of Excise and Licenses.

C. Applicant wants RNOs to refrain from opposing its pending application for the License.

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1. Applicant agrees to cease all food and alcohol service on the Patios by 10:00 P.M. on Sunday through Thursday and 12:00 A.M. on Friday and Saturday.
2. Applicant agrees that it will not permit, amplified music or live entertainment, including recorded music, shows, or performances on its Patio areas or parking lots; that it will close all windows and doors of the building at 9:00 P.M. and turn off all speakers on the Patios at 9:00 P.M. and by 10:00 P.M. on Friday and Saturday nights; At no time shall sound leaving the Premises exceed levels allowed by the Denver Revised Municipal Code.

3. Applicant agrees there shall not be more than four special event liquor permits or any other permits or licenses for live entertainment outside the building and agrees that the four special liquor events shall not total more than seven (7) days per year with all live entertainment to cease no later than 10:00 P.M. outside the building.
4. Applicant agrees that in any transaction involving a transfer, change of ownership, sale, lease, sub-lease, or assignment, the terms of paragraphs 1, 2, 3 and 4, transfer with the license and shall be restrictions/conditions on the license.
5. Applicant agrees that it will abide by all laws and regulations pertaining to the sale of alcohol on the Premises and agrees to abide by all laws and regulations adopted by the City and County of Denver, Excise and Licenses and Zoning Departments relating to cabaret licenses for the building located at 404 Broadway. Applicant further agrees to abide by all City of Denver ordinances and laws of the State of Colorado, including, but not limited to, the provisions of Title II of the Revised Municipal Code, Noise Control, which establishes standards intended to eliminate and reduce unnecessary and excessive motor vehicle and community noises which are harmful to the community and its residents.
6. Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business establishments.
7. Applicant agrees that it will prohibit the emptying of glass and metal or trash pickup from the Premises between the hours of 10:00 P.M. and 8:00 A.M. except on Friday and Saturday nights between 11:00 P.M. and 8:00 A.M.
8. Applicant agrees to install and use only downcast lighting on the exterior of the building, the two patio areas and the parking area.
9. Applicant agrees to post in a location visible to passersby on Broadway, 4th Avenue and the rear alley, i.e., the front and rear doors of 404 Broadway, a telephone number where a manager can be reached at all times during operating hours.
10. Applicant agrees to adopt and implement policies and practices to remind its patrons that the Premises are adjacent to residential neighborhoods. These policies and practices shall include, but not be limited to, posting signs throughout the building, patio and parking lot requesting their patrons to be considerate when leaving the neighborhood and to leave the neighborhood in a peaceful and quiet manner.
11. Applicant agrees to meet with the residential neighbors and a representative of RNOs on seven (7) days notice to discuss issues that may arise.
12. Applicant shall notify RNOs no less than 15 business days prior to filing an application for a proposed transfer of the License or Applicant's interest in the Premises or 404 Broadway. Applicant shall include all the terms of this Agreement in any transfer of this License so all the terms of this Agreement shall be binding on the Applicant's transferees, heirs and assigns, including any change of ownership transaction. In addition, if the Applicant transfers any part of

the interest of Applicant in the License or 404 Broadway, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

13. Should a good faith, unresolved neighborhood complaint be made to any of the RNOs regarding the operation of Applicant's business, RNOs agree they will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.

14. Should any party believe that any other party is in default or violation of this Agreement, any party not in breach shall notify the other(s) in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party(ies) shall have fifteen (15) business days within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, not to exceed in any event sixty (60) days, provided that the party(ies) having received notice of an alleged breach shall make reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, such issue shall be referred to mediation through the City of Denver.

15. Except in emergencies or potentially irreversible threats to the well-being, peace, safety, welfare and/or quiet of the neighborhood, RNOs agree to forebear from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after written notice, the corrective period and a reasonable attempt to mediate have elapsed. However, it is understood that RNOs cannot stop individuals from making such formal complaints.

16. RNOs agree not to oppose Applicant's application for the License and will inform the Denver Department of Excise and Licenses in writing that they do not oppose the License subject to the agreements herein and will not encourage their members to oppose the License.

17. Miscellaneous.

a. This Agreement is the entire agreement between the parties. This Agreement may be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original but all such counterparts shall together, constitute one and the same instrument. Facsimile or electronic signature pages shall be treated as originals for all purposes.

b. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, without the written consent of the parties. Side Agreements may be entered into by the Parties provided the Applicant has demonstrated a reliable and on-going relationship with the four Registered Neighborhood Organizations, as well as its adjacent and surrounding neighbors, and provided the Side Agreement does not affect, modify or alter the restrictions or conditions set forth in Paragraphs 1, 2, 3, and 4 which are included on the face of the License as it is the intent of the Parties that the restrictions and conditions are not subject to modification or amendment. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representative of each of the Parties.

c. Both the Applicant and RNOs request that the Excise and Licenses Department include on the face of the License, paragraphs 1, 2, 3 and 4 above; that the Standard Cabaret License be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant's file.

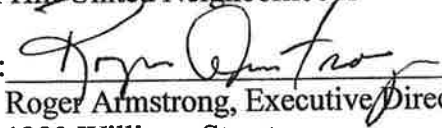
d. Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

EXECUTED AND EFFECTIVE ON THE LATEST DATE SET FORTH BELOW.

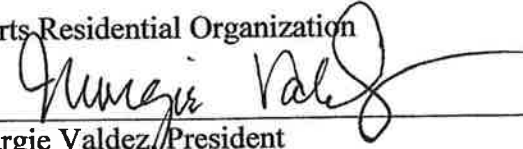
Baker Historic Neighborhood Association

Signed:  _____ Date: 9/18/13
Holly Northup, President
P. O. Box 9171
Denver, Colorado 80209

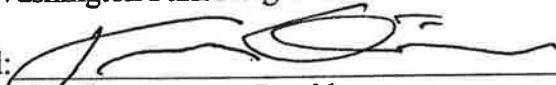
Capitol Hill United Neighborhoods

Signed:  _____ Date: 9/17/13
Roger Armstrong, Executive Director
1290 Williams Street
Suite 102
Denver, Colorado 80203

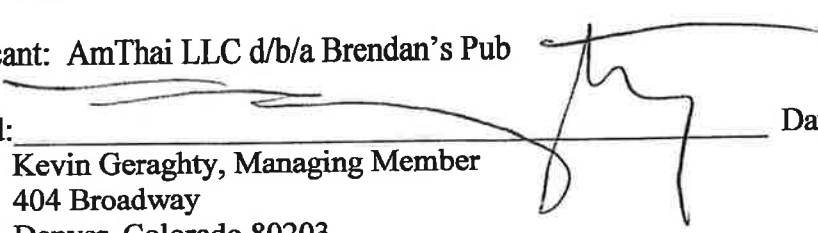
Cultural Arts Residential Organization

Signed:  _____ Date: 9/18/13
Margie Valdez, President
975 Lincoln Street, #3F
Denver, Colorado 80203

West Washington Park Neighborhood Association

Signed:  _____ Date: 9/22/13
Timothy O'Bryne, President
P. O. Box 9866
Denver, Colorado 80209

Applicant: AmThai LLC d/b/a Brendan's Pub

Signed:  _____ Date: 9/16/13
Kevin Geraghty, Managing Member
404 Broadway
Denver, Colorado 80203