

**GOOD NEIGHBOR AGREEMENT
CONCERNING AN APPLICATION FOR A
HOTEL & RESTAURANT LIQUOR LICENSE AT
HISTORIAN'S ALE HOUSE
24 BROADWAY, SUITE 102, DENVER CO 80203**

THIS AGREEMENT is entered into by and between the Baker Historic Neighborhood Association, a registered neighborhood association in the City and County of Denver, ("BHNA") and Denver Pub Venture I, LLC dba Historian's Ale House (the "Applicant").

A. BHNA is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 24 Broadway, Suite 102, Denver, Colorado.

B. The Applicant has applied for Hotel & Restaurant License (hereinafter the "License") for 24 Broadway, Suite 102, including an enclosed structure and rooftop patio which business is herein referred to as the "Premises." The site plan of the Premises on file with the Department of Excise and Licenses is attached as Exhibit A to this Agreement.

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

D. BHNA agrees not to oppose Applicant's application for the License and will inform the Denver Department of Excise and Licenses in writing that it does not oppose the License subject to the agreements herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

BHNA agrees it will not oppose the granting of the License and will not encourage their members to oppose the granting of the License.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of alcohol on the Premises, and further agrees to abide by all City of Denver ordinances and laws of the State of Colorado.

In addition, Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business premises and will abide by the following:

1. There shall be no speakers or amplified music outside the enclosed structure. At no time shall sound leaving the Premises exceed levels allowed by the Denver Codes.

2. Prohibit the emptying of glass and metal or trash pickup from the Premises between the hours of 10:00 PM and 8:00 AM on Sunday through Thursday nights, and between the hours of 11:00 PM and 8:00 AM on Friday and Saturday nights.

3. No lighting shall shine directly onto the residential property across the alley.

4. Post a telephone number where a manager can be reached during operating hours in a location visible to passers-by on Broadway and the alley.

5. Applicant shall meet with the residential neighbors and representatives of BHNA on fourteen (14) days' notice to discuss issues that may arise.

6. Applicant shall notify BHNA no less than fifteen (15) calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises at 24 Broadway Suite 102. Applicant shall include all the terms of this Agreement in any transfer of the License so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs and assigns. In addition, if Applicant transfers any part of the interest of Applicant in the License or 24 Broadway Suite 102, Applicant shall cause the transferee to assume Applicant's obligations under this agreement.

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

Should either party believe that the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party shall have fifteen (15) calendar days within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the party having received notice of 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.

Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, each party agrees 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 BHNA cannot stop individuals from making such formal complaints.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by all parties.

The Applicant and BHNA hereby request that the City of Denver include in the License items 1 through 3 above; that the Hotel & Restaurant Liquor License be conditioned on the terms of this Agreement; and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

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: _____

Amanda Snitker, President, BHNA
PO Box 9171, Denver, CO 80209

DENVER PUB VENTURE I, LLC DBA HISTORIAN'S ALE HOUSE

Signed: _____ Date: _____

By: _____ Its: _____

Address: _____