

**GOOD NEIGHBOR AGREEMENT RE SUCOTTE INVESTMENTS, LLC
D/B/A SILCO FUELS #11, 295 S BROADWAY, CONCERNING AN APPLICATION FOR A
RETAIL LIQUOR STORE LICENSE**

THIS AGREEMENT is entered into by and between Baker Historic Neighborhood Association (BHNA), a registered neighborhood association in the City and County of Denver, to be known BHNA and Sucotte Investments, LLC d/b/a Silco Fuels #11 a Colorado Limited Liability Company, located at 295 S Broadway, Denver, Colorado, hereinafter referred to as the "Applicant." Applicant and BHNA are collectively referred to herein as the "Parties."

RECITALS

A. BHNA is a registered neighborhood organization in Denver, Colorado, whose neighborhood boundaries include the premises at 295 S Broadway, Denver, Colorado. BHNA is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 295 S 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 Retail Liquor Store License, hereinafter referred to as the "License" for 295 S Broadway, which business is herein referred to as the "Premises." Applicant is scheduled to have a hearing on said application on April 24, 2016 at 9:00 a.m., (the "Hearing") before the Denver Department of Excise and Licenses.

C. Applicant wants BHNA 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. TIPS training for all sales employees
2. Ample and regularly emptied trash & recycling receptacles outside the building
3. Video surveillance on parking lot and alley
4. Applicant agrees that in any transaction involving a transfer, change of ownership, sale, lease, sub-lease, or assignment of the License, the terms of paragraphs 1, 2, and 3 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. 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 other noises that are disturbing and harmful to the community and its residents.
6. Applicant agrees to install and use only downcast lighting on the exterior of the building.

7. Applicant agrees to post in a location visible to passersby on Broadway, i.e., the front door of 295 S Broadway, a telephone number where a manager can be reached at all times during operating hours.

8. Applicant agrees to meet with the residential neighbors and a representative of BHNA on seven (7) days notice to discuss issues that may arise.

9. Applicant shall notify BHNA 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 295 S 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 295 S Broadway, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

10. Applicant shall notify BHNA no less than 15 business days prior to filing an application for a proposed Modification of Premises (expansion or change of floor plan) of the License.

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

12. 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 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 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.

13. Except in emergencies or potentially irreversible threats to the well-being, peace, safety, welfare and/or quiet of the neighborhood, BHNA agrees to forbear 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.

14. BHNA agrees 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.

15. Miscellaneous

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.

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 BHNA, 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, and 3 that 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.

Both the Applicant and BHNA request that the Excise and Licenses Department include on the face of the License, paragraphs 1, 2, and 3 above; that the Retail Liquor Store License be conditioned on the terms of this Agreement; and, that this Agreement be added to the Applicant's file.

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: _____

Mathew Wasserberger, President
P.O. Box 9271
Denver, CO 80209
president@bakerneighborhood.org

Applicant: Sucotte Investments, LLC D/B/A Silco Fuels #11

Signed: _____ Date: 4/10/17

Scott Paulson, Manager/Member
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