

**BAKER HISTORIC NEIGHBORHOOD ASSOCIATION
GOOD NEIGHBOR AGREEMENT**

THIS GOOD NEIGHBOR AGREEMENT is entered into as of the 8th day of July, 2011, between the Baker Historic Neighborhood Association ("BHNA") a registered Neighborhood Organization and Motor Club & Grub, LLC, located at 176 South Broadway, Denver, Colorado d/b/a Gary Lee's Motor Club & Grub ("Applicant").

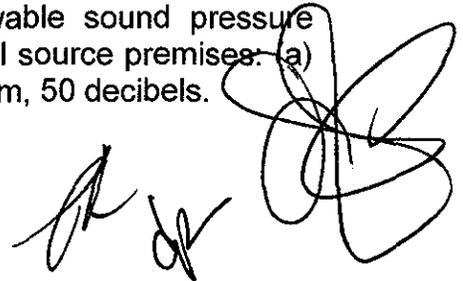
WHEREAS, Applicant has applied for a new hotel and restaurant class liquor license and a new dance cabaret license for the premises at 176 South Broadway, Denver, Colorado, and a hearing on said applications is currently scheduled for 6:00 p.m., on July 11, 2011 before the Denver Department of Excise and Licenses; and

WHEREAS, BHNA is a registered Neighborhood Organization in Denver, Colorado and has been engaged in efforts for many years to protect and improve the safety and quality of life in the residential and business neighborhood surrounding 176 South Broadway and all parties want to continue to protect and improve the safety and quality of life of the surrounding area; and

WHEREAS, BHNA and the Applicant desire to enter into and execute a good neighbor agreement on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Applicant will act in a manner not inconsistent with or adverse to the peaceful enjoyment of the residential and business premises located within the neighborhood.
2. The Applicant will install and use only downcast lighting on the sides of the building. No lighting shall shine directly onto any residential property.
3. The Applicant shall keep all sound transmitted to the outside of the building and enclosed patio at a reasonable and moderate level, whether from inside the building or enclosed patio, or through open doors or windows. Moderate sounds shall be defined as consistent with the Denver Municipal Code. At the date this agreement is signed, Chapter 36 of the Denver, Colorado Revised Municipal Code establishes the following allowable sound pressure Levels from a commercial source premises to a residential source premises: (a) 7:00am to 10:00pm, 55 decibels; and (b) 10:00pm to 7:00am, 50 decibels.



4. The Applicant shall post in a location visible to passersby a telephone number where a manager can be reached at all times during operating hours.

5. While the Applicant has applied for a dance cabaret license, it agrees that it will conduct its business as if it had a standard cabaret license for a period of two (2) years from the effective date that its dance cabaret license is obtained.

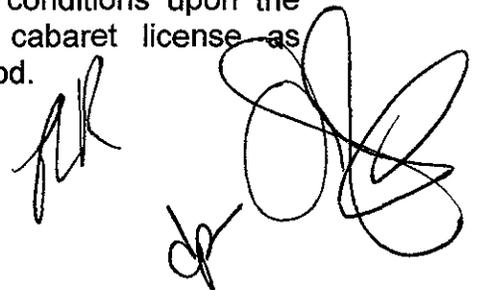
6. The Applicant agrees that it will restrict the operating hours for an open patio on its premises to 7:00 am to 10:00pm for Sunday through Thursday and 7:00am to 11:00pm for Friday and Saturday.

7. BHNA agrees it will not oppose the granting of the liquor license and dance cabaret license for the premises and will not encourage its members to oppose the granting of such licenses.

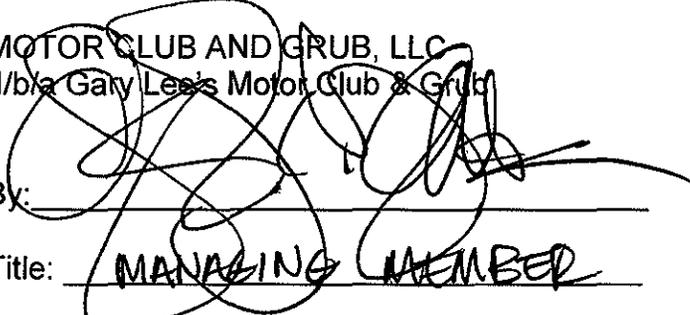
8. The parties agree that should any good faith, unresolved neighborhood complaint be made to BHNA relating to this Agreement, and the terms and conditions set forth herein, BHNA will transmit the complaint to the Applicant within thirty (30) calendar days after receiving the complaint. Should either party believe that the other party is in default or violation of this Agreement, the party not in default 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 thirty (30) calendar days within which to affect 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 of the well-being, peace 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.

9. Commencing at six months after the opening of the Applicant's business at 176 South Broadway and every two years thereafter, BHNA and the Applicant will have a formal meeting to discuss the Applicant's performance under this agreement and any other mutual concerns or issues related thereto.

10. All parties request the Denver Department of Excise and Licenses attach the agreements in Paragraphs _____ herein as conditions upon the hotel and restaurant class liquor license and dance cabaret license as representative of the "needs and desires" of the neighborhood.

The image shows two handwritten signatures in black ink. The signature on the left is a stylized, cursive 'JK'. The signature on the right is a more complex, multi-looped cursive signature.

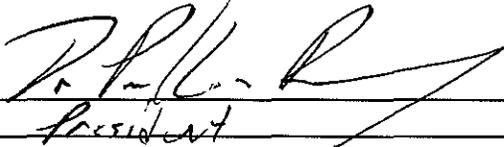
MOTOR CLUB AND GRUB, LLC
d/b/a Gary Lee's Motor Club & Grub

By: 

Date: 7/8/11

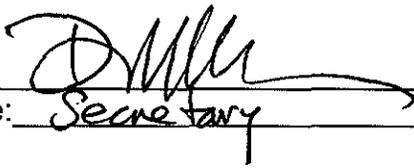
Title: MANAGING MEMBER

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

By: 

Date: 7/10/11

Title: President

By: 

Date: 7/8/11

Title: Secretary