

**GOOD NEIGHBOR AGREEMENT RE ILLEGAL PETE'S INC. 270 S BROADWAY
CONCERNING AN APPLICATION FOR A HOTEL & RESTAURANT LIQUOR
LICENSE AND A STANDARD CABARET LICENSE**

THIS AGREEMENT is entered into by and between the Baker Historic Neighborhood Association, a registered neighborhood organization in the City and County of Denver, ("BHNA") and Illegal Pete's Inc. dba Illegal Pete's ("the Applicant").

A. BHNA is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 270 S Broadway, Denver, Colorado.

B. The Applicant has applied for a Hotel & Restaurant License and Standard Cabaret License (hereinafter "The Licenses") for 270 South Broadway including an enclosed structure and patio which business is herein referred to as the "Premises". The patio is divided into two sections: Patio A is directly west of the structure and Patio B is on the north side of Patio A and the structure. In addition, there is a parking lot on the zone lot of 270 S Broadway. The site plan of 270 S Broadway 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 Licenses.

D. BHNA agrees not to oppose Applicant's application for The Licenses and will inform the Denver Department of Excise and Licenses in writing that it does not oppose, The Licenses 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 Licenses and will not encourage its members to oppose the granting of The Licenses.

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. Cease the use of and all activity on Patio B by 10:00 PM until 10:00 AM, except on Friday and Saturday nights when the use of and all activity on Patio B shall cease by 11:00 PM. No Games shall be allowed on Patio A.
2. There shall be no speakers or amplified music outside the structure. At no time shall sound leaving the premises or 270 South Broadway exceed levels allowed by Denver Codes.

3. Prohibit the emptying of glass and metal or trash pickup from the Premises between the hours of 10:00 PM and 8:00 AM except on Friday and Saturday nights between 11:00 PM and 8:00 AM-
4. Special event permits or any other permits or licenses for live entertainment on The Premises or Parking Lot shall be limited to two events totaling five days per year.
5. Install and use only downcast lighting on the Premises and the parking lot and in the rear of the zone lot at 270 S Broadway so that no lighting shall shine directly onto the residential property across the alley.
6. Post in a location visible to passersby both on Broadway and the alley a telephone number where a manager can be reached at all times during operating hours.
7. Require all vehicular access and egress from the parking lot to be from Broadway.
8. Require all motorcycles and scooters to be parked on the western half of the parking lot.
9. Prohibit all pedestrian or vehicular access from the parking lot or from other areas outside the Premises to the alley.
10. Prohibit any pedestrian access from the Premises to the alley except in case of emergency or by employees emptying trash or recycling.
11. Build a solid wall eight feet high along the east side of parking lot to north wall of structure.
12. Any raised patio on the immediate west or north side of the structure shall be covered.
13. Applicant shall meet with the residential neighbors and a representative of the BHNA on 7 days notice to discuss issues that may arise.
14. Applicant shall notify BHNA no less than 15 calendar days prior to any proposed transfer of The Licenses or Applicant's interest in the Premises or 270 S. Broadway. Applicant shall include all the terms of this Agreement in any transfer of these Licenses 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 Licenses or 270 S Broadway, 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 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 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.

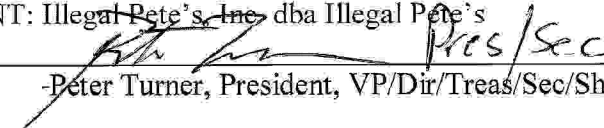
Both the Applicant and BHNA request that the City of Denver include in the Licenses items 1. through 4. above; that the Hotel & Restaurant Liquor license and Cabaret License be conditioned on the terms of this Agreement; and that this Agreement be added to the Applicant's file representing part of the "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: 9-26-2012
Amanda Snitker, President, BHNA
PO Box 9171, Denver, CO 80209

APPLICANT: ~~Illegal Pete's, Inc.~~ dba ~~Illegal Pete's~~
Signed:  Pres/Sec Date: 9/26/2012
Peter Turner, President, VP/Dir/Treas/Sec/Shareholder