

**GOOD NEIGHBOR AGREEMENT RE TOP SHELF LLC, 135 S BROADWAY, UNIT C, DENVER
CONCERNING
AN APPLICATION FOR A MEDICAL MARIJUANA CENTER LICENSE**

THIS AGREEMENT is entered into by and between the West Washington Park Neighborhood Association (“WWPNA”) and Baker Historic Neighborhood Association (“BHNA”), both registered neighborhood associations in the City and County of Denver, to be known collectively as Registered Neighborhood Organizations (“RNOs”) and Top Shelf LLC (“the Applicant”). Applicant and the RNOs are collectively referred to herein as the “Parties.”

A. RNOs are registered neighborhood organizations in Denver, Colorado whose neighborhood boundaries either include 135 Broadway Unit C, Denver, Colorado or whose boundaries include the designated area for 135 Broadway Unit C, Denver Colorado. RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 135 Broadway Unit C and all Parties want to continue to protect and improve the safety, health, welfare, and quality of life in the neighborhood.

B. 135 S Broadway is on the northwest corner of Broadway and Maple Avenue. Applicant has applied for a Medical Marijuana Center License (“The License”) for 135 S. Broadway Unit C, including an enclosed structure, which business is herein referred to as the “Premises.” Other businesses occupy part of 135 S. Broadway to the east and to the west of Unit C and Applicant shares the ten (10) car parking lot along Maple Avenue with the other businesses at 135 S. Broadway. Applicant’s business plan is focused on the sale of medical marijuana. Applicant is scheduled to have a hearing on said application on August 15, 2016 at 1:30 PM (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:

RNOs agree they will not oppose the granting of the License and will not encourage their members to oppose the License and, in addition, will notify the Denver Department of Excise and License that they do not oppose the License.

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

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:

1. Require all customers/clients/patrons to enter and leave only through the door to the parking lot and to keep all other doors to the Premises closed when the medical marijuana store is open.
2. Maintain in full force and effect a security plan relating to monitoring and securing the Premises, the parking lot and the right-of-way along Maple Avenue and to prohibit any consumption of marijuana on the Premises, parking lot and Maple Avenue right-of-way.
3. Have no more than five (5) events lasting a total of five (5) days per calendar year in the parking lot at 135 S. Broadway, which events shall last no later than 7:00 PM and have no amplified sound on the parking lot, and for events in the parking lot, install temporary fencing at least four (4) feet high to divide the parking lot from its neighboring tenant(s) and to prevent comingling of customer/clients.
4. Transfer the terms of paragraph 1, 2, 3, and 4, with the License as conditions on the License in any transaction involving a transfer, change of ownership, sale, lease, sub-lease or assignment of the License, which four paragraphs shall be printed on the face of the License.
5. Require its owners, operators, managers or employees to dispose of any of its products, including but not limited to consumables, edibles or equipment, in bins which are inaccessible to passersby or which cannot be accessed by members of the public and to use only locked disposal containers.
6. Maintain filtered ventilation systems if necessary to prevent odor from the handling of marijuana leaving the premises.
7. Open its medical marijuana store no earlier than 8:00 A.M. and close no later than 7:00 P.M. Monday through Sunday.
8. Remove any graffiti placed on its establishment including trash receptacles within two (2) business days of notice or discovery.
9. Install and use only downcast lighting on the Premises and the parking lot so that no lighting shall shine directly onto the residential property across the alley or across Maple Avenue.
10. Display on the main front door entrance or in a window right next to the door a sign with bold black letters no less than two (2) inches high on white background with current information about the cost of a parking ticket on Maple Avenue and the hours and days when street parking is by permit only.

In order to promote the ongoing maintenance and support of the relationship and communication between the Parties, the Applicant and RNOs agree to the following provisions:

11. Applicant agrees to provide RNOs with the name and telephone number of the manager and owner of the medical marijuana dispensary and to advise RNOs of any changes in the names or telephone number so that contact may be made by RNOs.
12. Applicant agrees to post in a location visible to passersby both on Broadway and Maple Avenue a telephone number where a manager can be reached at all times during operating hours.
13. Applicant agrees to meet with the residential neighbors and a representative of WWPNA and/or BHNA on seven (7) days' notice to discuss issues that may arise, but no more than four (4) times a year.

13. Should a good faith, unresolved neighborhood complaint be made to WWPNA or BHNA regarding the operation of Applicant's business, RNOs will use reasonable commercial efforts to transmit the complaint to the Applicant within one (1) week after receiving the complaint.

14. 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 the 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.

15. Except in emergencies or potentially irreversible threats to the well-being, peace 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. Applicant agrees to provide RNOs fifteen (15) business days' notice prior to filing any application for modification(s), alterations, expansions or changes to the licensed area. The notice will include diagram(s) of any proposed modification, alteration or changes to the licensed area.

Because the understanding and agreement between the Parties is based on the creation and operation of a medical marijuana business, the Applicant and RNOs agree to the following provisions:

17. Applicant shall notify RNOs no less than fifteen (15) calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises or change in the Limited Liability Corporation's ownership of the License for 135 Broadway Unit C. 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 the lease for 135 Broadway Unit C, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

18. 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 RNOs 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 City of Denver include on the face of the License paragraphs numbered 1 through 4 above; that the Medical Marijuana 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:

WEST WASHINGTON PARK NEIGHBORHOOD ASSOCIATION

Signed: _____ Date: _____
Nick Amrhein, President, WWPNA
PO Box 9866, Denver, CO 80209
president@wwpna.org

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed _____ Date _____
Mathew Wasserburger, President
P. O. Box 9171, Denver, CO 80209
president@bakerneighborhood.org

APPLICANT: Top Shelf LLC

Signed: _____ Date: _____
By: Travis Idler, Managing Member