GOOD NEIGHBOR AGREEMENT RE DENVER DISTILLERY LLC DBA Denver DISTILLERY, 244 S BROADWAY, DENVER, CONCERNING AN APPLICATION FOR A DISTILLERY PUB LICENSE AND ACOUSTIC CABARET 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 Denver Distillery LLC, dba Denver Distillery ("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 contain the premises at 244 S Broadway, Denver, Colorado. RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 244 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. Applicant has applied for a Distillery Pub Liquor License and an Acoustic Cabaret License ("The Licenses") for 244 S Broadway including an enclosed structure and patio on Broadway, which business is herein referred to as the "Premises". Applicant’s business plan is focused on the sale of liquor. Applicant is scheduled to have a hearing on said applications on October 11, 2017 at 9:00 AM (the "Hearing") before the Denver Department of Excise and Licenses.

C. Applicant wants RNOs to refrain from opposing its pending application for the Licenses.

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

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

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. Limit seating to 8 people maximum

2. Keep all operable windows and doors closed and cease all activity on the patio on Broadway by 10:00 PM except Friday and Saturday by 12:00 AM.
2. Have no speakers or amplified sound outside the structure and not allow sound at any
time leaving the Premises to exceed levels allowed by Denver Code.
3. Limit special event permits or any other permits or licenses for live entertainment or
alcohol service on the parking lot to four events totaling five days per year.
4. 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.
5. Transfer the terms of paragraph 1, 2, 3 and 4 with the License as restrictions/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.
6. Install and use only lighting on the exterior of the building and in the parking lot so no
light shines directly onto the residential property across the alley.
7. Prohibit any patron access to the Premises to or from the alley except in case of
emergency and to require all patrons’ access on Broadway.
8. Remove any graffiti placed on its establishment including trash receptacles within 2
business days of notice or discovery.

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:

9. Applicant will Notify RNOs 30 days prior to applying to the city of Denver for any
modification of the Premises including but not limited to door or window opening larger
than 4 feet wide and 8 feet tall.
10. Applicant agrees to 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.
11. Applicant agrees to meet with the residential neighbors and a representative of WWPNA
and/or BHNA on 7 days’ notice to discuss issues that may arise.
12. 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 week after receiving the
complaint.
13. 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 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.
14. Except in emergencies or potentially irreversible threats to the well-being, peace and/or
quiet of the neighborhood, WWPNA and BHNA 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.
Because the understanding and agreement between the Parties is based on the creation and operation of a business, the Applicant and RNOs agree to the following provision:

15 Applicant shall notify RNOs no less than 15 calendar days prior to any proposed transfer of the Licenses or Applicant's interest in the Premises or change in the Limited Liability Corporation's ownership of the Licenses for 244 S Broadway.

16. Applicant shall include all the terms of this Agreement in any transfer of the 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 License or the lease for 244 S Broadway, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

17. 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 in the Licenses paragraphs numbered 1 through 4 above; that the Distillery Pub and Acoustic Cabaret Licenses 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: Sherri Way by Brian Underwood Date: 10/11/17
Sherri Way, President, WWPNA
PO Box 9866, Denver, CO 80209
president@wwpna.org

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed: Mathew Wasserberger, President Date: 11/11/17
P. O. Box 9171, Denver, CO 80209
president@bakerneighborhood.org

APPLICANT: DENVER DISTILLERY LLC DBA DENVER DISTILLERY

Signed: Ron Tarver, sole member Date: 10/11/17