GOOD NEIGHBOR AGREEMENT RE POSTINO DENVER BROADWAY, LLC D/B/A
POSTINO WINE BAR,
145 NORTH BROADWAY, DENVER, CONCERNING
AN APPLICATION FOR A BEER AND WINE LIQUOR 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 Postino Denver Broadway, LLC d/b/a
Postino Wine Bar ("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 contain the premises at 145 Broadway, Denver, Colorado or
whose boundaries include the area of interest for 145 N 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 145 Broadway, and all Parties want to continue to protect and
improve the safety, health, welfare, and quality of life in the neighborhood.

B. Applicant has applied for a Beer and Wine Liquor License ("The License") for 145
Broadway including an enclosed structure, which business is herein referred to as the
"Premises." Applicant’s business plan is focused on the sale of beer and wine. Applicant is
scheduled to have a hearing on said application on May 29, 2019 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
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 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:

1. Applicant agrees to cease the use of and all activity on the patio area on the west side of
the building at 145 North Broadway and to close all garage doors or large windows by
11:00 PM Sunday through Thursday and by 12:00 PM on Friday and Saturday. Applicant
will not have amplified sound outside the structure and will not allow sound leaving the Premises to exceed levels allowed by Denver Code.

2. Applicant agrees to prohibit any patron access to the Premises to or from the alley except in case of emergency and to require all patron access and exit on the Broadway corner. Applicant agrees not to empty glass and metal or trash from the Premises between the hours of 9:00 PM and 8:00 AM except on Friday and Saturday nights between 10:00 PM and 8:00 AM.

3. Applicant agrees there shall not be more than two special event permits or any other permits or licenses for live entertainment anywhere on the Premises and agrees that the two special events shall not total more than five (5) days per year with all live entertainment in the parking and patio areas to cease no later than 10:00 P.M.

4. Applicant agrees to install and use only downcast lighting on the exterior of the building, the patio area and the parking area. Applicant agrees to notify RNOs 15 days prior to applying to the city of Denver for any modification of the premises.

5. 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:

6. 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.

7. Applicant agrees to meet with the residential neighbors and a representative of WWPNA and BHNA on 7 days’ notice to discuss issues that may arise, but no more than 4 times a year.

8. 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.

9. 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 an actual 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.

10. 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:
11. Applicant shall notify RNOs no less than 30 calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises. 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 145 North Broadway, Denver, CO. Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

12. 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 this GNA, 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 Excise and Licenses Department include on the face of the License paragraphs 1, 2, 3, 4, and 5 above; that the License be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant's file representing the "needs and desires" of the neighborhood. Applicant agrees to stipulate that the terms of GNA will transfer 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 and shall be printed on the face of the License.
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
        President, WWPNA
        PO Box 9866, Denver, CO 80209
        president@wwpna.org

Date: 5/28/19

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION

Signed: Luchia G. Brown
        President
        P. O. Box 9171, Denver, CO 80209
        president@bakerneighborhood.org

Date: 5/29/19

APPLICANT: Postino Denver Broadway, LLC d/b/a Postino Wine Bar

Signed: By Lauren Bailey, CEO

Date: 5/28/19