GOOD NEIGHBOR AGREEMENT RE PAKIM SECOND CORP d/b/a DAE GEE #3
LOCATED AT 460 BROADWAY, DENVER, CONCERNING
AN APPLICATION FOR A HOTEL AND RESTAURANT 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 Pakim Second Corp. d/b/a Dae Gee #3
("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 460 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 460 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 Hotel and Restaurant Liquor License ("The License") for
460 Broadway, including an enclosed structure and patio, which business is herein referred to as
the "Premises". Applicant is scheduled to have a hearing on said application on August 24, 2015
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 will:

1. Cease all food and alcohol service on the patio and close any door or window openings
   larger than 4 feet across by 10:00 PM each night.
2. Not have amplified sound outside the structure and will not allow sound leaving the
   Premises to exceed levels allowed by Denver Code.
3. Not have more than two special event liquor permits or any other permits or licenses for
   service of food or alcohol at 460 Broadway outside the Premises totaling no more than 4
days per calendar year with all activities outside the Premises to cease by 10:00 PM.
4. Notify RNOs 30 days prior to applying to the City of Denver for any modification of the premises including but not limited to any patio on the roof top or any door or window openings larger than 4 feet wide and 8 feet tall.

5. Remove any graffiti placed on its establishment including trash receptacles within 24 hours of notice or discovery.

6. Not empty glass and metal or trash 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.

7. Install and use only downcast lighting on the exterior of the Premises.

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:

8. Applicant agrees to post in a location visible to passersby on Broadway, the north side of the building and on the alley side of the Premises a telephone number where a manager can be reached at all times during operating hours.

9. 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.

10. 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.

11. 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.

12. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, WWPNA and/or 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 focused on the sale of food and alcohol, the Applicant and RNOs agree to the following provision:

13. Applicant shall notify RNOs no less than 15 calendar days prior to any proposed transfer of the License or Applicant’s interest in the Premises. Applicant shall provide notice to Transferee of all the terms of this Agreement in any transfer of the License. In addition, if Applicant transfers any part of the equity interest of Applicant in the License or the lease for 460 Broadway, Applicant acknowledges that Transferee’s obligations under this Agreement remain in full force and effect.
14. 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 and 3 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. The Applicant and RNOs agree that the City of Denver attach to the License above paragraphs numbered 1, 2 and 3. In addition, the Applicant and RNOs agree that the City of Denver attach to the License a fourth provision stating:
   These provisions 1, 2, and 3 will travel with the License in any sale or transfer of the License and that the Hotel and Restaurant Liquor License will be conditioned on the terms of this Agreement.

d. This Agreement will 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: [Signature]  Date: 8/23/15

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

BAKER HISTORIC NEIGHBORHOOD ASSOCIATION
Signed: Luchia Brown, President
P. O. Box 9171, Denver, CO 80209
president@bakerneighborhood.org

Date: 8/21/2015

APPLICANT: Pakim Second Corp d/b/a Dae Gee #3

Signed: ____________________________
By Joseph Hae Kim, President

Date: 8/21/2015