

**GOOD NEIGHBOR AGREEMENT RE HONEY HILL CAFE
4628-4638 E. 23rd AVENUE, DENVER CONCERNING A
HOTEL & RESTAURANT LIQUOR LICENSE WITH PATIO**

THIS AGREEMENT is entered into by and between the Greater Park Hill Community, Inc. a registered neighborhood association in the City and County of Denver, ("GPHC") and Honey Hill Café, Inc., dba Honey Hill Cafe ("the Applicant").

A. GPHC is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 4628-4638 E. 23rd Avenue, Denver, CO.

B. The Applicant has applied for a Hotel & Restaurant Liquor License for 4628-4638 E. 23rd Avenue including a patio on the east side which business is herein referred to as the "Premises", which Premises shall include a patio on the east side of the address which is herein referred to as the "Premises Patio".

C. Applicant wants to obtain the support of GPHC for its pending Hotel & Restaurant Liquor License for the Premises.

D. As a material inducement to its support for Applicant and its pending liquor license application, GPHC desires to obtain certain agreements of the Applicant.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

GPHC agrees it will openly support among its members the granting of the Hotel & Restaurant Liquor License for the Premises and will not encourage its members to oppose the granting of such license.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of Liquor 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, peaceful and safe enjoyment of neighborhood residential, recreational and business premises and will abide by the following:

1. Applicant agrees that it will not without 60 days prior notice and written approval by GPHC seek to modify its Hotel and Restaurant Liquor License or to obtain or utilize any other type of liquor license at the Premises.
2. Applicant will have all patrons off the Premises between 10:30 PM and 7:00 AM Fridays, Saturdays, and Holidays ("Weekends") and between 9:30 PM and 7:00 AM Sundays through Thursdays ("Weekdays") unless the Premises is open for food sales only between 6:00 AM and 7:00 AM.
3. Applicant will cease the sale of alcohol and all patrons will be off Premises Patio by 8:30 PM on Weekdays and 9:30 PM on Weekends. Applicant will cease all use and activity of the Patio, including bussing of tables and all other actions necessary or desirable, such that the patios shall be entirely free from activity no later than 30 minutes after patrons have cleared the Patio.
4. Applicant will prohibit smoking on any part of the Premises and surrounding areas at all times.

5. Applicant will keep all music or sound on the Premises Patio at a reasonable and moderate level, whether such broadcast emanates from inside the building or through open doors or windows. "Moderate level" shall be defined as no louder than 55 decibels at the edge of the patio or as consistent with the Denver Municipal Code, as may be amended from time to time, whichever is lower.
6. Applicant will not use sound speakers or flat screens on the Premises Patio, or sound speakers directed out to the Premises Patio, at any time.
7. Applicant will prohibit the emptying of trash, recycling, and composting from inside the Premises into outside dumpsters or containers between the hours of 10:00 PM and 7:00 AM and pickup of all trash, recycling or composting from the Premises between the hours of 9:00 PM and 7:00AM, and otherwise comply with applicable laws and regulations related to trash disposal and handling.
8. Applicant will install plants around the perimeter of the patio to create a visual/sound barrier for neighborhood residents.
9. Applicant will post in a location visible to passersby the telephone number of the Premises and an email address where a manager can be reached at all times during operating hours.
10. Applicant shall provide at least ten (10) off-street parking spaces for use by patrons in the parking lot behind the Premises and adjacent buildings.
11. Applicant will not oppose an application to the City of Denver for permit restricted parking by the residents of the 2200 block of Dexter Street.
12. Applicant shall notify GPHC no less than 45 calendar days prior to any proposed transfer of the liquor license or Applicant's interest in the Premises. Applicant shall include all the terms of this Agreement in any transfer of this liquor license so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs, successors and assigns. In addition, if Applicant transfers any interest of Applicant in or to the Premises, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

Should a good faith, unresolved neighborhood complaint be made to GPHC regarding the operation of Applicant's business in express violation of the terms of this Agreement, GPHC 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 effect 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, diligent 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 GPHC cannot prevent individual members from making such formal complaints.

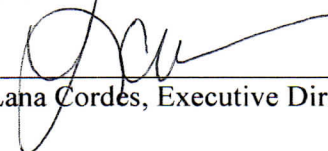
Both the Applicant and GPHC request that the City of Denver include in the liquor license items 1. through 11. above, that the liquor license be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties which consent shall not be unreasonably withheld, conditioned or delayed, especially if required of the Applicant to prevent a default under the Premises lease. Any waiver of any provisions will not be valid or enforceable unless in writing and signed by all parties.

Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

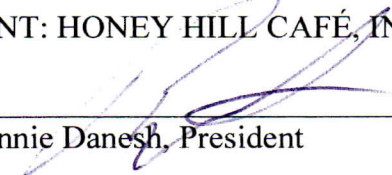
Executed and effective on the latest date set forth below:

GREATER PARK HILL COMMUNITY, INC.

Signed: 
Lana Cordes, Executive Director, GPHC

Date: 11/15/2019

APPLICANT: HONEY HILL CAFÉ, INC. dba Honey Hill Cafe

Signed: 
Donnie Danesh, President

Date: 11-13-19