

# GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement is entered into as of this 5<sup>th</sup> day of October, 2010 between Capitol Hill United Neighborhoods, Inc., and The Unsinkables to be known collectively as Registered Neighborhood Organizations (RNOs) and Alpha Aero Moon, Inc. to be known as Applicant.

WHEREAS, Applicant has applied for a new Hotel and Restaurant Liquor License at 600 East 13<sup>th</sup> Avenue, Denver, Colorado from the Denver Department of Excise and Licenses and there will be a public hearing on said application on October 8, 2010.

WHEREAS, RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 600 East 13<sup>th</sup> Avenue and all parties want to continue to protect and improve the safety and quality of life of the neighborhood.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1) The RNOs agree to support Applicant's application for a hotel and restaurant liquor license. This support includes, but is not limited to, submitting a letter of support and having at least one member of each RNO speak in favor of the liquor license at the hearing.
- 2) Applicant agrees not to sell or transfer the hotel and restaurant liquor license for these premises, if granted, to any other person or entity without the written approval from both of the RNOs.
- 3) Applicant agrees that it will not serve any alcohol beverages after 3:00 pm on any day without the written approval from both of the RNOs because it represents that it intends to serve only breakfast and lunch.
- 4) Should either one of the RNOs, by a vote of the majority of the members in attendance at a meeting properly organized by the by-laws of the group, or the Applicant find that any terms of this Agreement are being violated, that party will immediately notify the offending party in writing of the existing or potential problem. If the offending party has not taken reasonable measures to cure or provide explanation of the alleged breach within 30 days of receipt of such notification, the matter shall be referred to mediation.
- 5) **All parties request the Denver Department of Excise and Licenses to attach paragraphs 2 and 3 above as conditions upon any hotel and restaurant liquor license to be issued to Applicant for 600 East 13<sup>th</sup> Avenue.**

Alpha Aero Moon, Inc.

By: [Signature]

Title: President

Date: 10-5-10

The Unsinkables, Inc.

By: [Signature]

Title: President

Date: 10/5/10

Capitol Hill United Neighborhoods, Inc.

By: 

Title: EXECUTIVE DIRECTOR

Date: 10/5/10