

GOOD NEIGHBOR AGREEMENT

This Agreement is entered into as of this 23 day of MARCH, 2010 between Capitol Hill United Neighborhoods, Inc., and the Unsinkables, Inc. to be known as Registered Neighborhood Organizations (RNOs) and Pub on Penn, LLC at 1278 Pennsylvania St. to be known as Applicant

WHEREAS, Applicant has applied or will apply for a Transfer of an existing Tavern Liquor License at 1278 Pennsylvania Street, Denver Colorado, from the Denver Department of Excise and Licenses; and

WHEREAS, RNOs are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 1278 Pennsylvania Street, 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 liquor license transfer. This support includes, but is not limited to, submitting a letter of support and, if a hearing is necessary, having at least one member of each RNO to speak in favor of the liquor license at the hearing, in return for the considerations listed below.
- 2) Applicant and its agents will comply with the Colorado Liquor Code, including refusing to sell any alcoholic beverages to any visibly intoxicated person or to any minor. Additionally, Applicant will ensure that any employee who may serve alcoholic beverages will attend a training seminar which teaches the Colorado rules and regulations governing liquor sales. Reprimands and punitive action will follow the first and second violations of the Liquor Code by an employee. Upon the third violation, employment will be terminated.
- 3) Applicant will, on at least four (4) days per week, send an employee to pick up trash on Pennsylvania Street between East 12th and East 14th Ave and on East 13th Avenue between Logan Street and Pearl Street. The Applicant will have an employee sweep litter and trash from the sidewalks immediately outside its premises *at* least once a day.
- 4) Applicant agrees to use best efforts to maintain order among customers and to prevent noise, loitering and panhandling outside of the premises.
- 5) Applicant agrees not to sell or transfer the liquor license for these premises to any other person or entity.
- 6) Applicant agrees that it will not apply for a Cabaret License for these premises.

14) 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.

15) Applicant agrees to maintain the exterior appearance of 1278 Pennsylvania Street, including the removal of trash and graffiti within a 24-hour period, to replace burned-out exterior bulbs within a 48-hour period, and to generally maintain the exterior appearance of the building/establishment by regular upkeep of the exterior paint, signage, and the like.

16) Applicant agrees to maintain acceptable sound decibel levels by installing soundproofing including, but not limited to, new doors, ceiling and wall sound attenuation, and the like to deaden sound transmission from the inside to the outside of the building. The Applicant will also use industry acceptable sound deadening guidelines for the placement of sound speakers, monitors, jukebox or other music/noise producing items.

17) The Applicant agrees to make best efforts to quiet patrons as they exit the establishment in an effort to minimize disruption to the residential neighborhood's right to quiet enjoyment of their neighborhood.

18) All parties request the Denver Department of Excise and Licenses to attach paragraphs 5, 6, 7 and 8 above as conditions upon any liquor license to be issued or transferred to Applicant.

Pub on Penn, L.L.C

By: Chris Jones

Title: owner owner

Date: 3/23/10 3-23-10

The Unsinkables, Inc.

By: Kathi Anderson

Title: President

Date: 3/23/10

Capitol Hill United Neighborhoods, Inc.

By: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 3/23/10