

GOOD NEIGHBOR AGREEMENT
Spruce, Inc.
4347 Tennyson St., Denver CO 80212
CONCERNING A BEER AND WINE LIQUOR LICENSE

THIS AGREEMENT is entered into by and between the Berkeley Regis United Neighbors, a registered neighborhood association in the City and County of Denver, ("BRUN") and **Spruce, Inc.** ("the Applicant").

A. BRUN is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at **4347 Tennyson St, Denver, CO.**

B. The Applicant has applied for a **Beer and Wine Liquor License** for **4347 Tennyson St** which location is herein referred to as the "Premises".

C. Applicant wants to obtain the support of BRUN for its pending application for the Premises.

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

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

BRUN agrees it will openly support among its members the granting of the Beer and Wine 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 Premises Patio, 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 and peaceful enjoyment of neighborhood residential and business premises and will abide by the following conditions:

1. Applicant will cease all use of the Premises from 1:00 am to 8:00am. Applicant will cease all liquor service and broadcast of music on the Premises Patio from 10:00 pm to 8:00 am Sunday through Thursday and from 11:00 pm to 8:00 am Friday and Saturday. Applicant will cease Use of the Premises Patio no later than 10:30 pm Sunday through Thursday and 11:30 pm Friday and Saturday. "Use" shall include bussing of tables, broadcast of music and all table service and other actions such that the Premises shall be free from activity no later than these hours. Smoking shall be prohibited on all patios adjacent to residential property.
2. Keep all music or sound from the Premises no louder than 55 decibels at the edge of the Premises or as consistent with the Denver Municipal Code, whichever is lower. Install signage requesting patrons respect neighbors and keep noise to a minimum as they exit the Premises.
3. Engage a commercial trash service for removal of all trash, glass and other rubbish from the Premises. Prohibit the emptying of glass bottles and/or recycling from inside the Premises into outside dumpsters or containers between the hours of 10:00 PM and 8:00 AM; and pickup of all trash, recycling or composting from the Premises between the hours of 9:00 PM and 8:00AM.

Applicant shall notify BRUN no less than 15 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 BRUN regarding the operation of Applicant's business in express violation of the terms of this Agreement, BRUN 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 BRUN cannot prevent individual members from making such formal complaints.

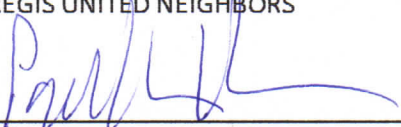
Both the Applicant and BRUN request that the City of Denver include in the liquor license conditions 1-3 above, that the liquor license be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

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 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:

BERKELEY REGIS UNITED NEIGHBORS

Signed: 
Paul Vordran, President, BRUN

Date: 1/17/17

APPLICANT: Rebecca Romero

Signed: 

Date: 1/12/17