

**GOOD NEIGHBOR AGREEMENT RE WILD EGGS  
300A E ALAMEDA CONCERNING A HOTEL & RESTAURANT  
LIQUOR LICENSE WITH PATIO**

THIS AGREEMENT is entered into by and between the West Washington Park Neighborhood Association, a registered neighborhood association in the City and County of Denver, (“WWPNA”) and Wild Eggs Colorado, LLC, dba Wild Eggs (“the Applicant”).

A. WWPNA is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 300A E Alameda Ave., Denver, CO.

B. The Applicant has applied for a Hotel & Restaurant Liquor License for 300A E. Alameda Avenue including a patio on the north side which business is herein referred to as the “Premises”, which Premises shall include a patio on the north side of the address which is herein referred to as “the Premises patio”.

C. Applicant wants to obtain the support of WWPNA 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, WWPNA desires to obtain certain agreements of the Applicant.

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

WWPNA 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 and peaceful enjoyment of neighborhood residential and business premises and will abide by the following:

1. Applicant will cease all use of the patio and all activities thereon by 10:00 p.m. except on Friday and Saturday nights when all use and activity shall cease by 11:00 p.m. For purposes hereof, “use and activity” shall include bussing of tables and all other actions necessary or desirable such that the patios shall be entirely free from activity no later than the hours specified herein.
2. Prohibit smoking on the Premises patio at all times.
3. Keep all music or sound broadcast to 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. No music or sound shall be broadcast to the Premises patio

between 10:00 PM and 7:00 AM. Any speakers on the Premises patio shall be controlled separately from speakers inside.

4. 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 8:00 AM and pickup of all trash, recycling or composting from the Premises between the hours of 9:00 PM and 8:00AM, and otherwise comply with applicable laws and regulations related to trash disposal and handling.
5. Post in a location visible to passersby a telephone number where a manager can be reached at all times during operating hours.
6. Applicant shall notify WWPNA 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 WWPNA regarding the operation of Applicant's business in express violation of the terms of this Agreement, WWPNA 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 WWPNA cannot prevent individual members from making such formal complaints.

Both the Applicant and WWPNA request that the City of Denver include in the liquor license items 1. through 6. 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.

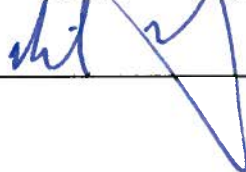
Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

Executed and effective on the latest date set forth below:

WEST WASHINGTON PARK NEIGHBORHOOD ASSOCIATION

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Cheryl "Charlie" Busch, President, WWPNA, P. O. Box 9866, Denver, CO 80209

APPLICANT: WILD EGGS COLORADO, LLC dba Wild Eggs

Signed  \_\_\_\_\_ Date: 5/13/11