

**GOOD NEIGHBOR AGREEMENT
CONCERNING A HOTEL & RESTAURANT LIQUOR LICENSE
ESTABLISHMENT WITH(OUT) PATIO**

**Denver Ramen Company, LLC., DBA Kazan Ramen Bistro
3901 Tennyson St., Denver, CO 80212**

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 Denver Ramen Company, LLC. DBA Kazan Ramen Bistro ("the Applicant").

A. BRUN is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at 3901 Tennyson St., Denver, CO.

B. The Applicant has applied for a liquor license transfer for 3901 Tennyson St., which location is herein referred to as the "Premises", and which Premises shall include a patio on the west side of the address which is herein referred to as the "Patio".

C. Applicant wants to obtain the support of BRUN for its liquor license transfer.

D. As a material inducement to its support for Applicant and its pending liquor license transfer, 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 liquor license transfer and will not encourage its members to oppose the granting of such approval.

Applicant agrees it will abide by all laws and regulations pertaining to the sale of Liquor on the Premises and 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. Hours of Operation: Sunday through Thursday, will cease Use of the Patio from the hours of 11:00PM to 8:00AM. Friday through Saturday, Applicant will cease Use of the Patio from the hours of 12:00AM to 8:00AM. "Use" shall include bussing of tables, cleaning, table service and other actions such that the Patio shall be entirely free from activity during these hours.

2. Sound: All noise from the Premises and Patio shall be within the limits of the Denver Municipal Code. No music or other sound shall be amplified to the Patio other than during the Patio hours agreed to in section (1) above. Applicant shall install signage requesting patrons be respectful of neighbors as they exit Premises.

3. Trash: Applicant shall not empty glass bottles or recycling from inside the Premises into outside dumpsters or containers more than 30 minutes before and after Patio hours agreed to in section (1) above.

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. Transferee shall be required to negotiate a new Good Neighbor Agreement that is consistent with the makeup of the neighborhood and other like-kind business operations at the time of transfer.

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 Heather R. Noyes Date: September 29, 2017
Heather Noyes, BRUN President

DENVER RAMEN COMPANY, LLC

Signed: _____ Date: _____
Effendy Lui, Owner