

STATE OF LOUISIANA
PARISH OF ORLEANS

GOOD NEIGHBOR AGREEMENT AND
RESTRICTIVE COVENANTS

Be it known that on the dates set forth below, before me, the undersigned notaries public, duly commissioned and qualified for the parish and state aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

_____ (TIN xx-xxx____) ("Owner"), a
_____, whose permanent
mailing address is _____, herein
represented by and appearing through its sole member;

_____ ("Tenant/Operator") (TIN xx-xxx____), a
_____,
State of Louisiana, whose permanent mailing address is
_____; and

Garden District Association (TIN 72-0461163) ("GDA") a
Louisiana non-profit corporation, whose permanent mailing
address is _____,
represented herein by and appearing through its duly authorized
undersigned representative;

Who declared and acknowledged as follows:

WHEREAS, Owner is the owner of the certain property located at
_____, _____ (the "Restricted Property").

WHEREAS, Owner has leased the Restricted Property to Tenant/Operator.

WHEREAS, Tenant/Operator proposes to operate a full service restaurant therein, under the name, RAW, on the first floor of the Restricted Property. The Restricted Property is located in the Garden District Historic District.

WHEREAS, Tenant/Operator has submitted an application for a conditional use to permit the sale of alcoholic beverages for consumption on the Restricted Property with meals in a _____ Neighborhood District (the "Conditional Use"). The application bears zoning docket No. _____ (the "Application").

WHEREAS, the GDA is a neighborhood association within whose boundaries the Restricted Property is located.

WHEREAS, the GDA met with Owner and Tenant/Operator concerning the intended operation of Tenant/Operator within the boundaries of the GDA, and the GDA agrees that it will not oppose the request for an Alcoholic Beverage Outlet ("ABO") "Class A – Restaurant" permit in exchange for execution of this Agreement by Owner and Tenant/Operator and the imposition

of certain Restrictive Covenants (as defined herein) on the Restricted Property as set forth herein. The request for the ABO permit is solely for the Conditional Use as set forth above.

WHEREAS, Owner, Tenant/Operator and the GDA desire to enter in this Agreement and establish the Restrictive Covenants that will affect the business activities and operation of Tenant/Operator, as well as any future owners and operators of the Restricted Property.

WHEREAS, the request by Tenant/Operator to the appropriate state and city agencies for the actual issuance of the ABO "Class A – Restaurant" permit for the sale of alcohol in the restaurant similarly will not be opposed by GDA in exchange for the establishment of and the compliance with the Restrictive Covenants by Owner and Tenant/Operator, its successors and assigns, including the covenant which will require Restrictive Covenants to be included as provisos in any conditional use permit issued and ordinance approved in relation to the Restricted Property.

WHEREAS, the parties agree and understand that the Restrictive Covenants will allow Tenant/Operator to operate a full service restaurant and to serve alcohol only in conjunction with meals and not to cause undue, late night or inappropriate operations with the attendant problems of noise, litter, departing customers, etc. for adjoining Garden District neighborhood residents.

WHEREAS, an alcoholic beverage moratorium is presently in place for the Magazine Street corridor, the GDA supports this particular proposal because the addition of alcoholic beverages will enhance the fine dining experience sought by Tenant/Operator and is common in similar restaurants.

NOW, THEREFORE, in consideration of the mutual benefits to the Restricted Property, the GDA, the Garden District neighborhood and the Magazine Street corridor, the other covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Tenant/Operator and the GDA hereby establish, dedicate and impose the following use restrictions affecting the Restricted Property for the benefit of the GDA and the Garden District neighborhood, which use restrictions shall run with the land and be binding in any future owner or owners of the Restricted Property and their Tenant/Operators (individually, collectively and interchangeably, the "Restrictive Covenants"):

1. The foregoing recitals are true and correct and incorporated herein.

2. Use Defined. Tenant/Operator and Owner agree that Tenant/Operator's use of the Restricted Property (the "Use") shall be in a manner consistent with both (i) Tenant/Operator's conditional use application and the conditional use permit issued by the City of New Orleans, including the provisions issued by the City Planning Commission, and (ii) each of the following conditions:

(a) Tenant/Operator shall maintain on a daily basis a clean sidewalk area in front and on the sides and rear of the Tenant/Operator's portion of the Restricted Property that is kept free from trash, debris and obstruction.

(b) Tenant/Operator shall not seek a video poker license and shall not allow the operation of video poker or other wagering, gaming or gambling operations or equipment on the Property.

(c) Tenant/Operator shall operate, during all hours of operation of the Property, a full service restaurant complete with wait staff and non-disposable dishes and utensils on the Restricted Property using a full restaurant menu similar in nature to the menu proposed at the time of the Application and attached hereto as Exhibit A and made part hereof.

(d) Tenant/Operator shall maintain at least 75% of the interior restaurant floor space of the Restricted Property as table and counter seating for the restaurant's food service. Any outside tables shall be used for food service only and shall not be used as a holding bar.

(e) Tenant/Operator shall serve alcoholic beverages only in conjunction with table service of meals. The use of "to-go" cups for all alcoholic beverages shall be prohibited.

(f) Tenant/Operator shall not play, or allow to be played, any recorded music or excessive noise that will be audible outside of the building and there shall be no live (amplified) music allowed at any time.

(g) Tenant/Operator agrees that all signage visible from the exterior of the building will not be back-lit, illuminated or of a neon nature and that promotional signage will not be visible from the sidewalk through the windows or any façade of the building. Tenant/Operator further agrees that the all exterior signage must meet with the approval of the Historic District Landmarks Commission and be appropriately scaled for the Magazine Street corridor.

(h) Hours of operation shall be limited to 11:00 am until 10:00 pm Sunday through Thursday and 11:00 am until 11:00 pm on Friday, and Saturday. The closing time

referenced in the preceding sentence shall be the time at which the door is closed to new patrons and last call is taken for food and beverages.

(i) The sale of all food, dessert and non-alcoholic beverages shall constitute fifty percent (50%) or more of Tenant/Operator's revenue from the Property. Tenant/Operator agrees to submit a report to the Zoning Administrator of the City of New Orleans or to the Councilmember of District B upon request by that office, on a quarterly basis, within ten (10) days from the end of the proceeding quarter, demonstrating compliance with the foregoing limitation on sales of alcoholic beverages. A menu similar or identical to Exhibit "A" shall be available at all times of food service on site.

(j) The use of any counter space shall not be used as a bar for alcoholic beverage consumption without the service of meals.

(k) Tenant/Operator agrees that the facility shall not be used as a reception hall or for any other purpose other than a full service restaurant

(l) Tenant/Operator shall provide daily dumpster and trash pickup and litter abatement program, including the daily cleaning of sidewalks. Dumpster(s) shall be placed in the rear of the property and located out of site of Magazine, and shall be screened from all abutting properties with a 6-foot high, opaque fence.

(m) If outdoor sidewalk seating is provided, the applicant shall secure a franchise agreement from the city's Department of Finance. Outdoor sidewalk seating shall be limited to ____ () tables.

(n) The zoning district maps shall not be changed for the Restricted Property until this instrument has been recorded against the Restricted Property limiting the operations conducted on the Restricted Property as set forth herein.

3. Owner agrees to comply with any additional conditions or provisions required to be complied with by the City Council in any ordinance or conditional use permit approved in connection with the zoning change affecting the Restricted Property.

4. Owner, Tenant/Operator and the GDA hereby declare that by the recordation of this Agreement in the conveyance records of Orleans Parish, Louisiana the Restricted Property shall be held, sold, conveyed, developed, leased and operated subject to the Restrictive Covenants, all of which are reasonable in scope, are economically justifiable and are for the reasonable purposes of imposing upon the Restricted Property a general plan and scheme for the

common good of the overall protection and enhancement of the value and desirability of the Restricted Property, the Garden District neighborhood and the Magazine Street corridor. The agreements, including the Restrictive Covenants, set forth herein shall run with the Restricted Property, and each and every portion thereof, as covenants running with the land as provided in Louisiana Civil Code §650 et. seq., shall be binding upon Restricted Property, future owners, future tenant/operators and any persons, corporations or entities having or acquiring any right, title, interest or estate in and to the Restricted Property or any portion thereof, and their respective successors and assigns and shall inure to the benefit of the Garden District neighborhood and shall be enforceable by the GDA and by any persons, corporations or entities having or acquiring any right, title, interest or estate in and to the property located in the Garden District neighborhood, or any portion thereof, and their respective successors and assigns.

5. By acceptance of a deed or by acquiring any right, title, interest or estate, including, without limitation, a leasehold estate whether verbal or written, in or to the Restricted Property, or any portion thereof, each person or entity for himself, herself or itself, his, her or its successors, heirs, transferees, representatives and assigns, hereby agrees that the Restricted Property or such portion thereof as to which such person or entity is acquiring any right, title, interest or estate shall be owned and held subject to each and all of the provisions, covenants, conditions and restrictions now or hereafter imposed by this Agreement, including, with limitation, the Restrictive Covenants. In addition, such person or entity by so doing thereby acknowledges that this Agreement is reasonable in scope, is economically justifiable and sets forth the general plan and scheme for the common good of the overall protection and enhancement of the value and desirability of the Restricted Property and Garden District neighborhood, and thereby evidences, his, her or its intent that all of the covenants, conditions and restrictions contained herein, including, without limitation, the Restrictive Covenants, shall run with the land as provided in Louisiana Civil Code §650, et. seq., shall burden the Restricted Property and shall be binding upon them and shall inure to the benefit of the Garden District neighborhood and be enforceable by the GDA and other persons as set forth herein.

6. Both Owner and Tenant/Operator agree any deed or conveyance of any right, title, interest or estate, including, without limitation, a leasehold estate in the Restricted Property, shall contain an acknowledgment by every party thereto that the Restricted Property is subject to this Agreement and an express agreement by such transferee or lessee to be bound by this

Agreement; however, the failure of any such party to make such acknowledgment shall not abrogate, encumber or otherwise diminish, in any way, any right or restriction contained herein.

7. It is specifically understood and agreed upon by Owner and Tenant/Operator that if each and every one of the Restrictive Covenants and other provisions set forth herein is not complied with by Owner and Tenant/Operator, in addition to all other remedies available at law or set forth herein, the GDA and other persons, as set forth herein, may, in its or their sole discretion, seek injunctive relief against Owner or Tenant/Operator, or its respective successors-in-interest, or may petition for suspension of the ABO permit, but only after Tenant/Operator has received written notice of the violation and has not cured same within thirty (30) days of such notice; provided, however, that no notice shall be required if Tenant/Operator has received more than three (3) written notices of violations within any calendar year. It is specifically and expressly agreed by Owner, Tenant/Operator and the GDA that this Agreement gives the right to GDA and other persons, as set forth herein, specifically to bring an action for injunctive relief against Owner or Tenant/Operator or any one or more of them or their successors-in-interest for violation of this Agreement.

8. Each of Owner and Tenant/Operator agree that it shall comply with the Conditional Use Permit received from the City of New Orleans, and shall provide a copy to the GDA. Each of Owner and Tenant/Operator further agrees that the Conditional Use Permit shall not be utilized for any use other than the use contemplated herein, a full service restaurant. Should Tenant/Operator or its successors or assigns materially deviate from the use of the Restricted Property as a full service restaurant as set forth herein, each of Owner and Tenant/Operator expressly agrees and stipulates that, the right of Owner and Tenant/Operator or their respective successors or assigns to operate pursuant to the Conditional Use Permit shall automatically terminate. Each of Owner and Tenant/Operator expressly stipulates and agrees that GDA and other persons as set forth herein shall have standing and authority to enforce by injunction or specific performance, the terms of this Agreement.

9. Notices. Any notice or demand which, by provision of this Agreement, is required or permitted to be given or served on Owner, Tenant/Operator or GDA shall be deemed to have been sufficiently given and served for all purposes if made to the following addresses (by certified mail) or fax numbers, with receipt deemed to have occurred on the third business day

following mailing or on the day the notice is transmitted by fax, as evidenced by a written confirmation of successful transmission:

Owner:

Telephone No.: _____

Tenant/Operator:

Telephone No.: _____

GDA :

Ms. Shelley Landrieu, Executive Director
On behalf of Garden District Association
P.O. Box 50836
New Orleans, Louisiana 70150-0836
Fax No.: (504) 894-8926
Telephone No.: (504) 525-7608

Any party may change its address for notice purposes by written notice to the other parties.

10. This Agreement may not be changed, waived, discharged or terminated other than by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No course of dealing on the part of a party, its officers, employees, consultants or agents, nor any failure or delay by a party with respect to exercising any of its rights, powers or privileges under this Agreement shall operate as a waiver thereof. The rights and remedies under this Agreement shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy. This Agreement shall bind and, as applicable, inure to the benefit of the parties' successors and assigns. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof; each counter part shall be deemed an original, but all of which together shall constitute one and the same instruments.

11. This Agreement shall terminate when the Consolidated Use Permit and the ABO license for the Restricted Property terminate.

SIGNATURE PAGES FOLLOW

THUS DONE, SIGNED AND PASSED by Owner at New Orleans, Louisiana on the ___ day of _____, 2008 in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

OWNER:

Print Name: _____

By: _____
Name: _____
Title: Sole Member

Print Name: _____

NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
My Commission Expires: _____

THUS DONE, SIGNED AND PASSED by Tenant/Operator at New Orleans, Louisiana
on the ___ day of _____, 2008 in the presence of the undersigned competent witnesses and
me, notary, after due reading of the whole.

WITNESSES:

TENANT/OPERATOR:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Bar/Commission No.: _____

My Commission Expires: _____

THUS DONE, SIGNED AND PASSED by GDA at New Orleans, Louisiana on the ___ day of ___, 2008 in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

GDA:

GARDEN DISTRICT ASSOCIATION

By: _____
Name: Laura S. Shields
Title: President

NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
My Commission Expires: _____