



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED BUSINESS LICENSE PLAN OF OPERATION

Licensee: ABC CHOICE HALSTED INC.,
Premises: 10315 S. HALSTED
Chicago, Illinois 60628
License: Retail Tobacco; Limited Business License

The City of Chicago Department of Business Affairs (BACP) and the above-named licensee have agreed to the following license conditions concerning the operation of the business, in lieu of the imposition of a one-year ban for the sale of tobacco products at the location:

1. **Sale of Unstamped Tobacco Products** -- The Licensee agrees that it is familiar with, and shall abide by Chapters 3-42-020 and 3-42-025 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamp.
2. **Sale of Tobacco Products or Accessories by Minors Prohibited** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-200 of the City of Chicago Municipal Code and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. The licensee agrees that it shall institute a strict, written policy which will require employees to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, Licensee will ensure that every employee is trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register. The Licensee further agrees that any violations of this ordinance within the next 24 months will result in immediate license discipline.
3. **Posting of Warning Sign to Minors** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-210 of the City of Chicago Municipal Code and will display a sign in a conspicuous location inside the Licensed Premises that reads, "It Is A Violation Of The Law For Cigarettes Or Other Tobacco Products Or Tobacco Accessories To Be Sold To Any Person Under The Age Of 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment."
4. **Recordkeeping** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-150 of the Chicago Municipal Code, which requires a retail tobacco dealer to keep a book in which details

of all purchases of cigarettes are recorded, and which book is available for inspection upon request by the City of Chicago.

5. **Sale of Single Cigarettes** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any cigarette or tobacco that is not in its original factory-wrapped package.
6. **Sale of Bidi Cigarettes** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any bidi cigarette. Licensee further agrees not to offer for sale or sell any cigarette wrapping paper or leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavoring, vanilla, or honey.
7. **Sale of Electronic Cigarettes** -- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-091 of the City of Chicago Municipal Code, and which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products, and which became effective July 16, 2014.
8. **No Loitering Tolerated** -- The Licensee agrees to urge loiterers NOT to congregate on the public way in front of or on the side of the business. The Licensee agrees to call 911 to report illegal activity including but not limited to loitering in or adjacent to the business premises, and also to sign complaints.
9. **911 & Incident Logs** -- The Licensee agrees to keep and maintain a Log of all calls to 9-1-1 and an Incident Log on which the owner and / or employees record any illegal activity observed inside or outside of the Licensed Premises. Both logs shall be kept on the licensed premises for a period of one year and made available to CPD or BACP upon request.
10. **Cooperation with Chicago Police Department** -- The Licensee agrees to attend (or have a representative attend) all C.A.P.S. meetings and other similar CPD sponsored meetings to improve awareness with community concerns of problems within the neighborhood. The Licensee further agrees to cooperate with the police department in any and all incident investigations.
11. **Community Participation** -- The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business.
12. **Trash and Garbage Disposal** -- The Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least twice during the day.
13. **Store Policies** -- The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 20 which requires posting its refund, return, and check-writing policies in a conspicuous manner on a sign at each cash register or other centrally located area accessible to the public. If the Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must also be posted in a conspicuous manner.

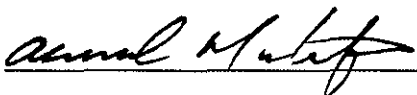
14. **Sale of Unlicensed Merchandise** -- The Licensee agrees that it will not stock, display or sell merchandise that is not officially licensed. Such merchandise may infringe upon trademarks and is illegal.
15. **Former Business Owner is a Revoked Licensee** -- The Licensee is aware that the previous business at this location, 103rd ABC Wireless Inc. doing business as ABC Choice, was revoked. The Licensee therefore acknowledges that no former owner of the above-named revoked business will be involved in the day-to-day management or receive any financial benefit from the operation of ABC Choice Halsted Inc., other than from the sale of the existing business to ABC Choice Halsted Inc.

The agreed conditions of the License Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violations of the above-stated agreed conditions may result in the imposition of a fine and / or suspension or revocation of all business licenses issued to the licensee. Violations of the above-stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The agreed conditions of the License Plan of Operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on, or managing the above-mentioned business entity to post this License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

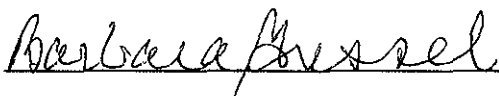
Licensee: ABC CHOICE HALSTED INC.
10315 S. Halsted St.
Chicago, Illinois 60628

By: 

Date: 9/26/16

Its: President

-and-

By: 

Date: 9/26/2016

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection