AGREE LIQUOR LICENSE PLAN OF OPERATION

Licensee: JNL Enterprises II, LLC.
D/b/a Woods Food & Liquor

Premises: 200 East 35th Street
Chicago, Illinois 60616

Application Type: Package Goods Liquor License
Account Number: 348287
Site Number: 1

The City of Chicago Department of Business Affairs & Licensing /Local Liquor Control Commission (BACP/LLCC) and the above named licensee have agreed to the following license conditions concerning the operation of the business:

1. **Restricted Sales** – The Licensee agrees to discontinue the sale of the following liquor and non-liquor items within thirty (30)-days from the below signed date and agrees not to re-order such items in any size, brand or flavors:

   Fortified Wines: Wild Irish Rose, Night Train, Italian Swiss, Gallo, Taylor Port and White port, MD20/20, Cisco, Cool Breeze, Thunderbird, Sunset Grain Alcohol, Seagram’s Spritzer and other such fortified wine brands.

   Special Brews: All High-gravity malt liquors: St. Ives, Steel Reserve 211, Colt 45, Sparks, Juose, Schlitz, Axe Head, Camo Black, Cobra, KoKoloko or;

   **Other products**: sold in containers resembling liquor bottles or fruit flavored alcoholic beverages to anyone under the age of 21-years.

2. **Licensee agrees to discontinue the sale of the following items immediately**:

   Unlabeled cups, individual tobacco wrapping papers, loose cigarettes, single cigars and cigarette wrapping papers such as Tops and other similar brands.

3. **Outdoor Lighting** – The Licensee agrees to have adequate outdoor lighting on the street-side and the alley-side of the establishment for the safety of patrons and employees.
4. **Cooperation with the City of Chicago Police Department** – The Licensee, or a representative, agrees to attend a minimum of four (4) C.A.P.S. meetings and other similar City of Chicago sponsored meetings to improve awareness with community concerns of problems within the neighborhood and will cooperate with local police to prevent crime.

5. **Outdoor Cameras** – The Licensee agrees to install outdoor cameras for the safety of patrons and community members. Such cameras shall be able to record discernable images from a minimum distance of 15 feet in front of and on the sides of any business entrance. Licensee shall maintain such cameras and tapes or videos for a minimum of 72 hours and make such recordings immediately available upon request of any City of Chicago agency.

6. **Legal Identification Program** – Licensee agrees to have the licensee and all employees take and pass a required alcohol servers training class such as BASSETT or TIPS and will ask all patrons to submit proper forms of legal identification prior to selling any packaged goods liquor or tobacco.

7. **Signage** – The Licensee agrees to place signs in a conspicuous and prominent location reminding patrons to not cause undue noise in the community and to respect the neighborhood.

8. **Garbage Disposal Program** – The Licensee agrees to have all trash picked up on a regular basis and adhere strictly to all City of Chicago ordinances concerning litter and garbage. (See attached letter Exhibit “A” from Department of Streets and Sanitation)

9. **Community Participation** – The Licensee agrees to work with the local alderman, city agencies and any community groups to address any issues with the operation of the business.

The agreed conditions of this license plan of operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violation 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 of 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:  JNL Enterprises II, L.L.C.
Business Address:  200 East 35th Street, Chicago, Illinois

Joann Neal Leatherwood - President

Date:  4/8/11

Gregory Steadman
City of Chicago
Local Liquor Control Commissioner
Dear Business Owner,

Littering is a serious problem in Chicago. The city spends millions of dollars each year to clean-up litter. Litter can cause neighborhoods to look rundown, contributing to declining property values. It also provides a breeding ground for disease-carrying rats and insects. Part of the mission of the Department of Streets and Sanitation is to provide Chicagoans with an ever increasing quality of life by maintaining the highest possible cleanliness standards in the City. In support of this, we are implementing an aggressive anti-littering program to promote the safe disposal of all trash and debris.

The following is a summary of our general sanitation laws (along with the accompanying section of the Municipal Code), which you as a business owner are responsible for complying with:

- Sidewalks and exterior areas must be kept clean, free of weeds and all litter. Outside areas adjacent to the premises must be kept clean, neat and monitored daily. (4-4-310)
- Snow and ice must be removed from sidewalks in front of and adjacent to all buildings housing places of business. (4-4-310)
- Arrange for refuse to be removed by a licensed scavenger service. (7-28-310)
- Have sufficient containers to hold all garbage. All commercial dumpsters must have information prominently displayed on the exterior identifying the user of the dumpster and the scavenger company servicing it. (4-260-080)
- Check the dumpster area often (7-28-210). Dumpsters must be in good condition properly sealed and not leaking. Garbage must be contained with lids closed and locked. (7-28-260)
- Use and maintain a clean grease box. Grease must be properly contained with the walls and ground around the container clean at all times. (7-28-302)
- Burrows and openings must be sealed, and dock areas must be well baited to promote rodent control. (7-28-660)

We are asking our residents and businesses for their cooperation in following these guidelines in order to help us maintain our beautiful City. Attached you will find a summary of our Sanitation Code. The entire code is available at the Department of Streets and Sanitation’s web site at www.cityofchicago.org/streetsandsanitation. Click on “Sanitation & Garbage” located under Services and Programs. For assistance or further information, please contact our Neighborhood Services Division at (312) 745-3261.

Sincerely,

Michael J. Picardi
Commissioner
Voluntary Plan of Operation
Woods Foods & Liquor
200 E. 35th Street
Chicago, Illinois

1. I, [Name], whose residence is located at [Address], hereby attest and swear under oath that the following facts are true to the best of my knowledge. I further depose and state the following facts are those of which I have personal knowledge:

1. a) I am the sole corporate shareholder, President and Secretary of the Corporation ____________________________
   b) I am the President of the Corporation ____________________________
   c) I am the Secretary of the Corporation ____________________________
   d) I am a member of the Limited Liability Corporation Woods Foods & Liquors
      (an Illinois closely held small corporation) and have the authority to enter
      into this voluntary agreement for the establishment located at
      ____________________________, Chicago, Illinois d/b/a ____________________________

2. The Plan of Operation is the following:

Restricted Sales – I will discontinue the sale of the following items within 30 days and not re-order (all sizes and flavors):

Fortified Wines:
Wild Irish Rose, Night Train, Italian Swiss, Gallo, Taylor Port and White Port, MD20/20, Cisco, Cool Breeze, Thunderbird, Sunset Grain Alcohol, Seagram’s Spritzer and other brands;

Special Brews – All High – gravity malt liquors: St. Ives, Steel Reserve 211, Colt 45, Sparks, Juselie, Schlitz, Axe Head, Camo Black, Cobra, KoKoloko or;

Other Products: sold in containers resembling liquor bottles or fruit flavored alcoholic beverages to anyone under the age of 21 years.
I will discontinue the sale of the following items immediately: Unlabeled cups; individual tobacco wrapping papers, loose cigarettes, single cigars, and cigarette wrapping papers (such as Tops and other brands.)

Outdoor Lighting – I will have adequate outdoor lighting on the street-side and the alley-side of the establishment for the safety of my patrons and employees.

Cooperation with City of Chicago Police – I will attend a minimum of four (4) C.A.P.S. meetings and other similar CITY OF CHICAGO sponsored meetings to improve my awareness and that of my employees regarding community concerns of problems within the neighborhood and will work with the local police to prevent crime.

Outdoor Camera – I will install outdoor cameras for the safety of my patrons and community members which tape or video may be viewed by police personnel to aid in any criminal investigation.

Legal Identification Program – I and all of my employees have taken and passed the required BASSETT alcohol training class and will ask all patrons to submit proper forms of legal identification prior to selling them goods as required by the training.

Signage – I will prominently display signs for my patrons not to cause undue noise in the community and respect the neighborhood.

Garbage Disposal Program – I will have all trash picked up on a regular basis and adhere strictly to the following ordinance (Exhibit "A") regarding litter and garbage.

Community Participation – I will work with the Alderman Patricia Dowell and any community groups she directs me to work with to fulfill the obligations of this voluntary plan.

FURTHER THE AFFIANT SAYTH NOT

[Signature]

Date
11-8-2010

Subscribed and sworn to before me this ___ day of ______, 2010.

[Signature]

Notary Public

[Seal]