

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Geneva, located in Adams County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Cesay's Marketing Company

By: \_\_\_\_\_

Printed Name: Douglas Beach, by Bart Herriman, P.O.A.

Title: Asst. Secretary

Date: 12/19/23

Commission Jessica Allen

By: \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between New Haven Food Mart LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Haven, located in Allen County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser GURINDER SINGH  
By: New haven Food Mart LLC  
Printed Name: New haven Food Mart LLC  
Title: owner  
Date: 12-19-2023

Commission  
By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Haven, located in Allen County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 606

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

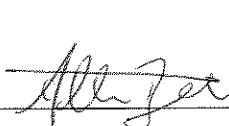
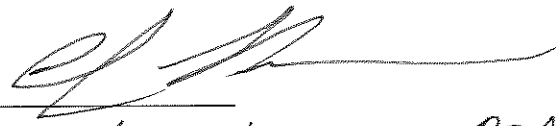
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

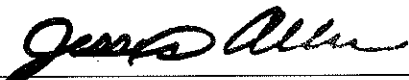
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:    
Printed Name: Allen Bell Clark Kirkman POA  
Title: ~~EXECUTIVE DIRECTOR OF ENGINEERING~~  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Woodburn Petroleum Corp (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Woodburn, located in Allen County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Manveer

Printed Name: MANVEER KHATANA

Title: PRESIDENT

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Ricker Oil Company, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Edinburgh, located in Bartholomew County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Rucker Oil Company, Inc.

Printed Name: Lisa McKinney

Title: POA

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Gurinder Mahal & Parmpreet Singh (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Edinburgh, located in Bartholomew County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


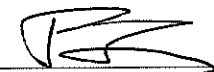
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  

Printed Name: Gurinder Malhi & Parmpreet Singh

Title: \_\_\_\_\_

Date: 12/19/23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between SUKHJINDER SINGH (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hartford City, located in Blackford County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_  
Printed Name: SUKHINDER SINGH  
Title: OWNER  
Date: 12/19/2023

**Commission**

By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Hartford Food Mart Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hartford City, located in Blackford County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Hartford Food mart

Title: \_\_\_\_\_ Manager

Date: \_\_\_\_\_ 12/19/2023

**Commission**

By: \_\_\_\_\_ Jessica Allen

Jessica Allen, Chair

Date: \_\_\_\_\_ DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Henke Development Group LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Lebanon, located in Boone County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

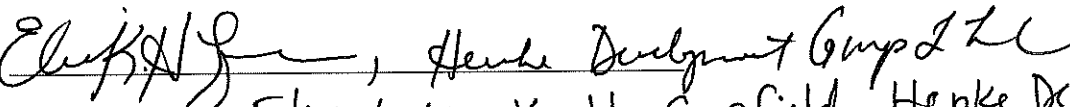
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  , Henke Development Group LLC  
Printed Name: Elizabeth K. H. Garfield, Henke Development Group, LLC  
Title: member, Henke Development Group, LLC  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Henke Development Group LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210)  
permit for the sale of alcoholic beverages in Lebanon, located in Boone County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 3,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Elizabeth K. H. Garfield, Henke Development Group LLC  
Printed Name: Elizabeth K. H. Garfield, #  
Title: member, Henke Development Group LLC  
Date: 12-19-2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Gurinder Mahal & Parmpreet Singh (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Lebanon, located in Boone County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By:  \_\_\_\_\_

Printed Name: Gunder Mahal & Parmar Singh

Title: \_\_\_\_\_

Date: 12/19/23

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Lebanon, located in Boone County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Cesq's Marketing Company

Printed Name: Douglas Beech, by Bart Herriman, P.O.A.

Title: Asst. Secretary

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between MVP Foods, LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Delphi, located in Carroll County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

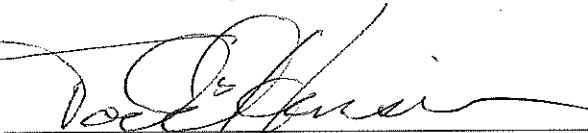
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

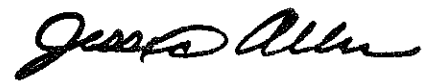
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Todd S. Hinson  
Title: C.E.O.  
Date: 12-19-2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Galveston, located in Cass County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/23

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Galveston, located in Cass County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

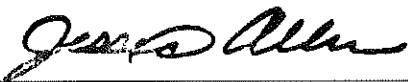
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between McClure O.I Corporation (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Logansport, located in Cass County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 10,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

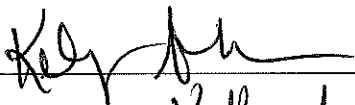
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

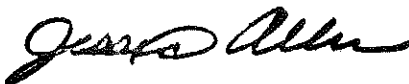
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kelly A McClurg  
Title: President  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Logansport, located in Cass County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 10,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: V. President  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Martin + Bayley, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Charlestown, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

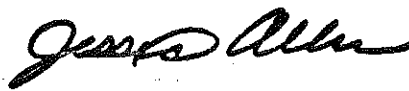
By: Martine Bayley Inc. dba Huck's

Printed Name: Jon Bunch

Title: Director of Marketing

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Charlestown, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 2000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 96

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Casey's Marketing Company  
Douglas Beech by Paul H. P.O.A.

Printed Name: Douglas Beech

Title: Asst. Secretary

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Charlestown, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh

Printed Name: BMOLA SINGH

Title: V. President

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Clark County, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

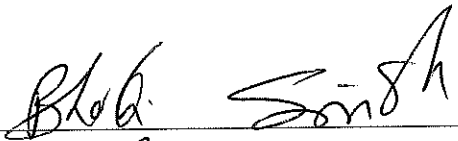
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Prakash Kumar Patel (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Clarksville, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

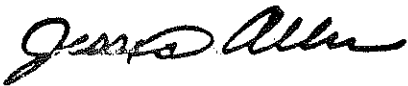
By: 

Printed Name: PRAKASH KUMAR Patel

Title: OWNER

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Nardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Clarksville, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: 

Printed Name: BHOLA SINGH

Title: V. PRESIDENT

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Utica Liquors LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Package Store permit for the sale of alcoholic beverages in Utica, located in Clark County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 102,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Frankie Grunett, Member Pres. Office Liquors LLC  
Printed Name: Frankie Grunett  
Title: Member / President  
Date: 12-19-23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between DEV GROUP 7 INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Brazil, located in Clay County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

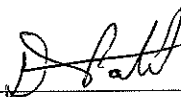
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

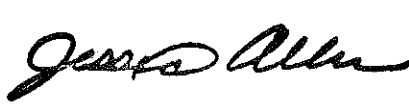
By: 

Printed Name: Deven Patel

Title: President

Date: 12/19/2023

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between McClure Oil Corporation (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Frankfort, located in Clinton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

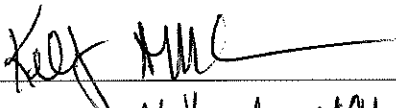
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

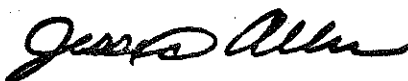
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kelly A McClave  
Title: President  
Date: 12/29/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Gurinder Mahal & Parmpreet Singh (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Frankfort, located in Clinton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

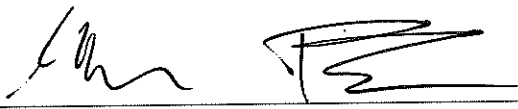
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: 

Printed Name: Gurinder Mahal & Parmpreet Singh

Title: \_\_\_\_\_

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rossville, located in Clinton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgen corp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact / POA  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgen Corp LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Crawford County, located in Crawford County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

Jess Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Crawford County, located in Crawford County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: V. President  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Odon, located in Daviess County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Cesaja's Marketing Company  
By: Douglas Beech  
Printed Name: Asst. Secretary Douglas Beech, by Burt Heriman, PSM.  
Title: Asst Secretary  
Date: 12/19/23

**Commission**  
By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Dolgen Corp LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Washington, located in Daviess County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 4,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 37

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC

Printed Name: Lisa McKinney

Title: Attorney in Fact / POA

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between ACME Aurora LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Aurora, located in Dearborn County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Acme Aurora LLC

Printed Name: Adam Kennett

Title: VP

Date: 12-19-23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Lassus Bros. Oil, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ashley, located in DeKalb County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Melissa Holley  
Printed Name: Melissa Holley  
Title: Buyer  
Date: 12-19-23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ashley, located in DeKalb County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Casey's Marketing Company  
by Douglas Beech  
Printed Name: Douglas Beech, by But Herriman, POA  
Title: ASST. Secretary  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Auburn, located in DeKalb County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in fact (POA)  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair DEC 19 2023  
Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Lassus Bros. Oil, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Butler, located in DeKalb County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser

By: Melisa Holley  
Printed Name: Melisa Holley  
Title: Buyer  
Date: 12-19-23

Commission

By: Jessica Allen  
Jessica Allen, Chair DEC 19 2023  
Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Waterloo, located in DeKalb County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech

Title: Asst. Secretary

Date: 12/19/23

, by Bert Herriman POA

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Daleville, located in Delaware County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Ddgencorp, LLC  
Printed Name: Lisa McKinney  
Title: POA  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgen Corp LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Muncie, located in Delaware County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 37

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgen Corp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in fact / POA  
Date: 12/9/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Dolgen Corp LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Muncie, located in Delaware County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 2,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact / POA  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ferdinand, located in Dubois County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Cusep Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech

Title: Asst. Secretary, by Bert Herriman, POA

Date: 12/19/23

**Commission** Jessica Allen

By: Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Schnuck Markets, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Jasper, located in Dubois County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: 

Printed Name: SCOTT E. Bedwell

Title: PA - Consultant

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Schnuck Markets, Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Jasper, located in Dubois County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

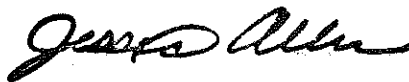
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: SCOTT E. Bealwell  
Title: POA - Consultant  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Lassus Bros. O.I, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Goshen, located in Elkhart County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 47,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 59

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Melissa Holley  
Printed Name: Melissa Holley  
Title: Buyer  
Date: 12-19-23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Centre-W Food Coop <sup>and the</sup> hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").  
INC

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store  
permit for the sale of alcoholic beverages in Goshen, located in Elkhart County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 45,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 89

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: Centre-IN Food Cooperative, Inc.

Printed Name: Bradford Alstrom

Title: General Manager

Date: Dec. 19, 2023

**Commission**

By: 

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Deep Petroleum Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Middlebury, located in Elkhart County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 2,750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 94

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

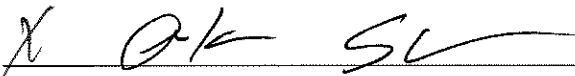
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: ONKAR SINGH

Title: PRESIDENT

Date: 12-19-23

**Commission**

By: 

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between GB Middlebury Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Middlebury, located in Elkhart County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 3,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 416

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

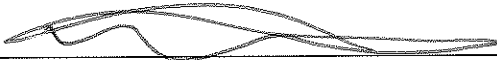
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

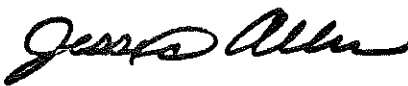
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: David Robertson  
Title: Att in Fact  
Date: 12/19/20

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2020





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Angela D. Kelley (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Kingman, located in Fountain County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Angela D Kelley

Printed Name: Angela D Kelley

Title: Owner

Date: 12/19/2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Veedersburg, located in Fountain County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC

Printed Name: Lisa McKinney

Title: POA

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Franklin County, located in Franklin County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

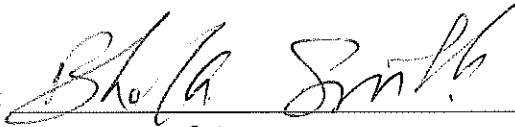
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

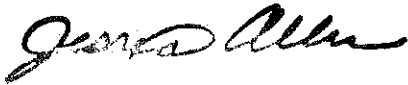
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Franklin County, located in Franklin County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: VICE-PRESIDENT  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rochester, located in Fulton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh

Printed Name: BHOLA SINGH

Title: VICE PRESIDENT

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: \_\_\_\_\_

DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rochester, located in Fulton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

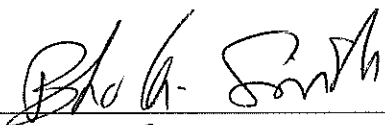
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

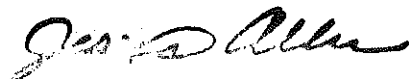
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE-PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rochester, located in Fulton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh

Printed Name: BHOLA SINGH

Title: VICE PRESIDENT

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Martin + Bayley, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Princeton, located in Gibson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 17,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 39

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Martin G. Bayley Inc dba Avok

Printed Name: Jon Burch

Title: Director of Marketing

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Aldi (Indiana) L.P (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Princeton, located in Gibson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# LES

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

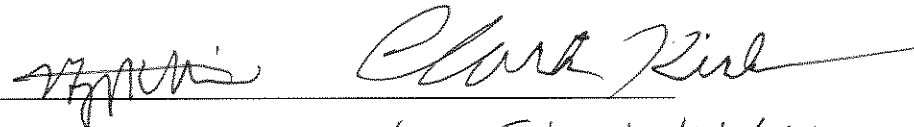
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

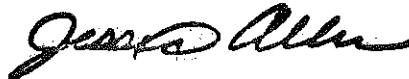
By:  Clark Kirkman

Printed Name: ~~F. Gregory Kline~~ Clark Kirkman

Title: ~~Director of Operations~~ POA

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Gas City, located in Grant County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

*CASEY'S MARKETING COMPANY*  
By: *Douglas Beech*

Printed Name: *Douglas Beech*

Title: *Asst. Secretary*

Date: *12/19/23*

*by Bert Herriman, POA*

**Commission**

By: *Jessica Allen*

Jessica Allen, Chair

Date: *DEC 19 2023*





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between McClure Oil Corporation (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Marion, located in Grant County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

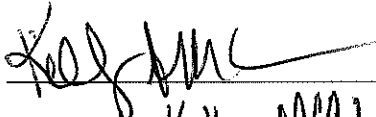
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

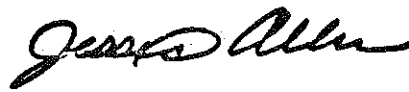
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kelly McClure  
Title: President  
Date: 12/19/23

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Mannat Properties, LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Upland, located in Grant County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_

Printed Name: David Rothel \_\_\_\_\_

Title: Attorney in Fact \_\_\_\_\_

Date: 12/19/23 \_\_\_\_\_

**Commission**

By:  \_\_\_\_\_

By: \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023 \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Shivaliya LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bloomfield, located in Greene County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

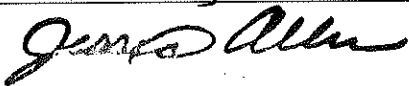
By: 

Printed Name: MVRESH CHANDRA PATEL

Title: SHIRAZIYA LLC

Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Martin + Bayley, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bloomfield, located in Greene County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 39

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: Martin's Bayley For Lisa Huck's

Printed Name: Jon Bunch

Title: Director of Marketing

Date: 12/19/23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Jasonville, located in Greene County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Cussey's Marketing Company  
Douglas Beech

Printed Name: Douglas Beech, by Brent Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Central Indiana Package Group LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Package Store permit for the sale of alcoholic beverages in Atlanta, located in Hamilton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 81,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

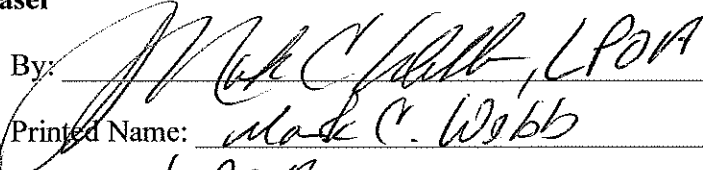
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

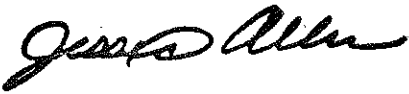
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Mark C. Webb  
Title: LPOA  
Date: 12-19-2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between The Kitchen at Pickle on Penn LLC hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Carmel, located in Hamilton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 120,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

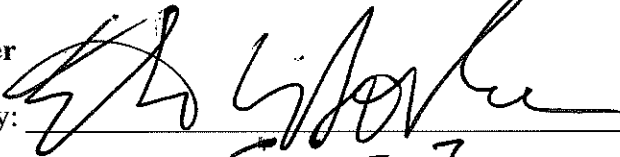
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: STEVE BODNER

Title: MEMBER

Date: 12-19-23

**Commission**

By: 

Jessica Allen, Chair DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Niemann Foods, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Carmel, located in Hamilton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 130,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 88

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Angela Kranulik

Printed Name: Angela Kranulik

Title: Attorney

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Suggernaut Brewing Company LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Fishers, located in Hamilton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 60,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

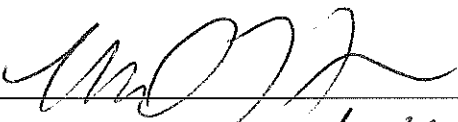
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: MICHAEL FINNEGAN

Title: OWNER

Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Ricker Oil Company, Inc (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Sheridan, located in Hamilton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Ricker Oil Company, Inc.

Printed Name: Lisa McKinney

Title: POA

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between SB Greenfield LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Greenfield, located in Hancock County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,000, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

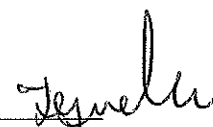
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

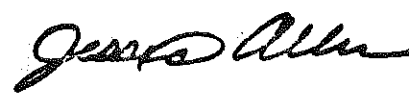
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: JB GREENFIELD LLC   
Printed Name: TEJINDER PAL SINGH  
Title: PRESIDENT  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Greenfield, located in Hancock County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 666

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

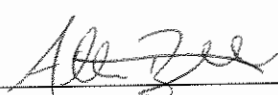
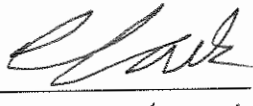
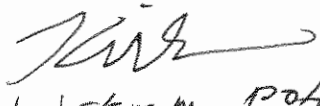
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

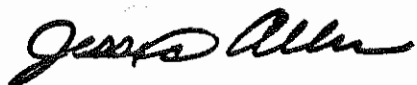
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:     
Printed Name: ALLEN BELL CLARK KIRKMM POA  
Title: ~~EXECUTIVE DIRECTOR OF ENGINEERING~~  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Gurinder Mahal & Parmpreet Singh (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Palestine, located in Hancock County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: Gurinder Mahal & Parmpreet Singh

Title: \_\_\_\_\_

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Corydon, located in Harrison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BNOLA SINGH  
Title: Vice President  
Date: 12/19/20

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2021





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Corydon, located in Harrison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

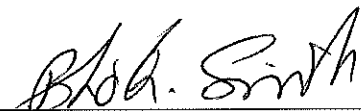
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE-PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Harvest Supermarkets Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Middletown, located in Henry County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

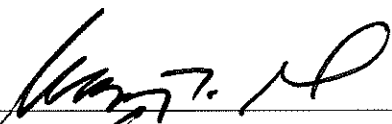
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

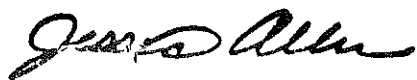
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: GREGORY T. GENANT  
Title: POA.  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between JN Singh Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Castle, located in Henry County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 12

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

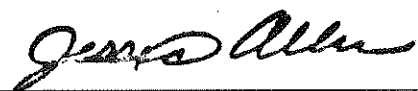
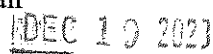
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kuldeep Singh  
Title: Manager  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: 



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Kuldeep Singh (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Castle, located in Henry County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

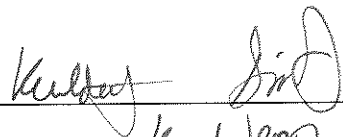
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

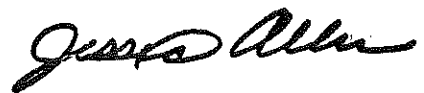
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kuldeep Singh  
Title: President  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Spiceland, located in Henry County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: POA  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between **HARMONEE CORP** (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Spiceland, located in Henry County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: HARMONEE CORP  
Printed Name: KULDIP CHEEMA  
Title: PRESIDENT  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Greentown, located in Howard County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser CASEY'S MARKETING COMPANY

By: Douglas Beech

Printed Name: Douglas Beech

Title: Asst. Secretary, by Bert Herriman, POB

Date: 12/19/23

Commission

By: Jessica Allen

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between LASSUS Bros. Oil, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Huntington, located in Huntington County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 59

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Commission**

By: \_\_\_\_\_

Jessica Allen, Chair

Date: \_\_\_\_\_

DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Inclus Petroleum Corp (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Huntington, located in Huntington County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 16

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

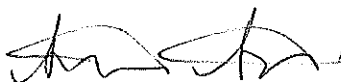
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: SIMRANPAL SINGH   
INDUS PETROLEUM CORP.

Printed Name: SIMRANPAL SINGH

Title: PRESIDENT

Date: DEC. 19, 2023

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Johnson Junction Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Huntington, located in Huntington County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 4,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 41

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: C. Nick Stanley

Printed Name: C. Nick Stanley

Title: Vice President

Date: 12/19/2023

**Commission**

By: Jessica Allen

Jessica Allen, Chair DEC 10 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Martin + Bayley Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Seymour, located in Jackson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 4,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 39

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Martin E. Bayley Inc dba Huck's

Printed Name: Jon Bouch

Title: Director of Marketing

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Seymour, located in Jackson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 96

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech by Bart Hein, P.O.A.

Title: Asst. Secretary

Date: 12/12/23

Commission

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between MVP Foods, LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rensselaer, located in Jasper County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: Todd S. Hindson

Title: C. S.O.

Date: 12-19-2023

**Commission**

By: 

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



#112

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Good Oil Company, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rensselaer, located in Jasper County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: Good Oil Company Inc

Printed Name: Joshua Nunez

Title: Regional Operations Manager

Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Dunkirk, located in Jay County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgen corp LLC  
Printed Name: Lisa McKinney  
Title: POA  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Speedup LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hanover, located in Jefferson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_  
Printed Name: GREGORY T. GENAID  
Title: POA  
Date: 12-19-23

**Commission**

By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between K+S Gas Station Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Franklin, located in Johnson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 7,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 44

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex; disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Samir Patel  
Title: Owner  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Franklin, located in Johnson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 16,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 666

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Allen Bell Clark Kirkman

Printed Name: Allen Bell Clark Kirkman

Title: EXECUTIVE DIRECTOR OF ENGINEERING POA

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Gurinder Mahal & Parmpreet Singh (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Whiteland, located in Johnson County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.


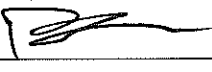
8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Gurinder Mahal or Parmpreet Singh

Printed Name:  

Title: \_\_\_\_\_

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Aldi (Indiana) L.P. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Vincennes, located in Knox County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

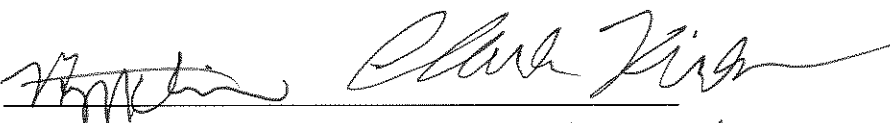
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

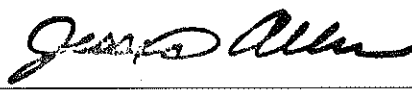
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: T. Gregory Kline Clark Kirkman  
Title: Director of Operations POA  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Alch (Indiana) L.P. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Warsaw, located in Kosciusko County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 62,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 65

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: T. Gregory Kline CLARK KIRKMAN  
Title: Director of Operations POA  
Date: 12/14/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Michelle Jaimes (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Retailer - Restaurant permit for the sale of alcoholic beverages in Warsaw, located in Kosciusko County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 500, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

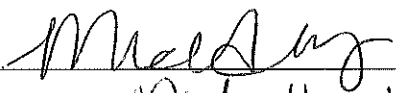
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

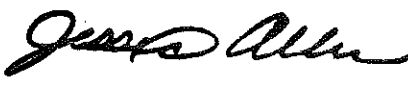
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Michelle James  
Title: owner  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between JVP Development, LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Cedar Lake, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

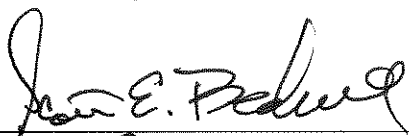
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Scott E. Bedwell  
Title: POA - Consultant  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between JVP Development, LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Cedar Lake, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

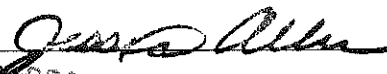
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: SCOTT E. Bedwell  
Title: POA - CONSULTANT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair DEC 19 2023  
Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between NEERU INC. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Retailer - Restaurant permit for the sale of alcoholic beverages in Crown Point, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: NEEPU INC.

Printed Name: GARY OHAL SIKKOT

Title: OWNER

Date: 12-17-23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between The PRIDE Stores, Inc (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Dyer, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

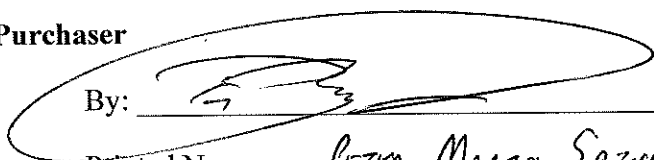
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.


The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: PETER MARZO SPZMA  
Title: CEO  
Date: 12/19/23

*TREASURY STORES, INC.*

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between JACK C. LIGER (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Gary, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 12,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 99

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

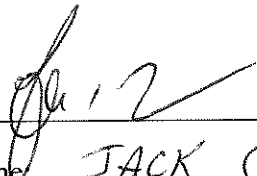
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

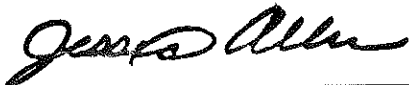
By: 

Printed Name: JACK C. WESSER

Title: OWNER

Date: 12/19/23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Keyna Rodgers (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Gary, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 17,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

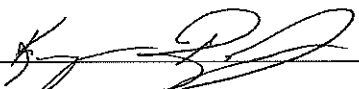
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

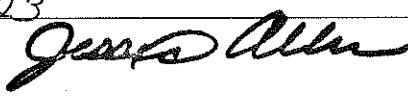
By: 

Printed Name: Keyna Rodrigues

Title: Owner

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between SPCITGO Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Gary, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 75

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: SP CITI BID INC.

Printed Name: RANJIT SINGH

Title: OWNER

Date: 12-19-23

**Commission**

Jessica Allen

By: \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between JACK C. Lieser (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Gary, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 99

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

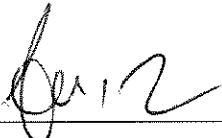
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: JACK C. LIESER

Title: OWNER

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between GAS DEPOT OIL COMPANY (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hammond, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Louis W. Kuzza

Printed Name: LOUIS W. KUBZA

Title: MERCHANT

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hammond, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between JVP Development, LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Highland, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

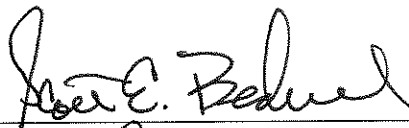
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

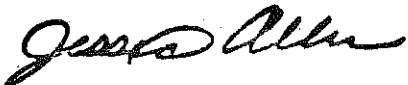
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Scott E. Bedwell  
Title: POA - Consultant  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hobart, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 666

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

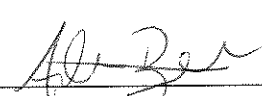

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By:  

Printed Name: Allen Bell Clark Kirkman

Title: EXECUTIVE DIRECTOR OF ENGINEERING POB

Date: 12/19/23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RCITGO, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hobart, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 74

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: RCITGO INC.

Printed Name: RANJIT SINGH

Title: OWNER

Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Marcell Jackson (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Lake Station, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: MARCELL JACKSON

Printed Name: MARCELL JACKSON

Title: Owner

Date: 12/19/2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between ROOP PETROLEUM, INC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Merrillville, located in Lake County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: ROOP PETROLEUM INC.

Printed Name: GURJIBAL SINGH

Title: OWNER

Date: 12-19-23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer+Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in LaPorte, located in LaPorte County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

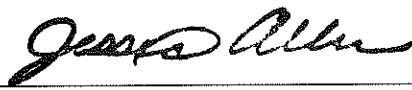
By:  \_\_\_\_\_

Printed Name: David Robles \_\_\_\_\_

Title: Attorney in Fact \_\_\_\_\_

Date: 12/19/23 \_\_\_\_\_

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023 \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer & Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in LaPorte, located in LaPorte County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 48

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

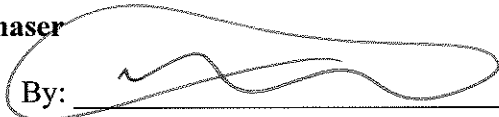
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

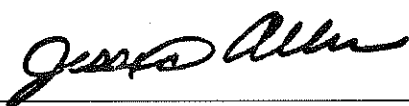
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: David Dofflemy  
Title: Att. To Fact  
Date: 12/14/20

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2020



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Wanatah, located in LaPorte County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser CASE'S MARKETING COMPANY

By: Douglas Beech

Printed Name: Douglas Beech, by But Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

Commission

By: Jessica Allen  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Sips Drive Thru Coffee LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Westville, located in LaPorte County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Sips Drive thru Coffee LLC *John Bachevich*  
Printed Name: John Bachevich Sips Drive thru Coffee LLC  
Title: Managing Member  
Date: 12/19/23

**Commission**

By: *Jessica Allen*  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Mitchell, located in Lawrence County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC

Printed Name: Lisa McKinney

Title: Attorney in Fact CPOA

Date: 12/19/23

**Commission**

Jessica Allen

By: \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between SUKHJINDER SINGH (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Alexandria, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ *SUKHSINDER SIMHA*

Title: \_\_\_\_\_ *owner*

Date: \_\_\_\_\_ *12/19/2023*

**Commission**

By: \_\_\_\_\_

*Jessica Allen*  
Jessica Allen, Chair

Date: \_\_\_\_\_ *DEC 19 2023*



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between SUKHJINDER SINGH (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Alexandria, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_  
Printed Name: SUKSINDER SINGH  
Title: OWNER  
Date: 12/19/2023

**Commission**

By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Sahil Deep Corp (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Anderson, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 6,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 22

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: SAHILDEEP CORP. 

Printed Name: GURJIT SINGH

Title: OWNER

Date: DEC 19, 2023

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Anderson, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 666

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

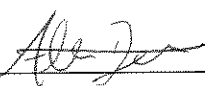

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:    
Printed Name: Allen Bell Clark Kirkman  
Title: ~~EXECUTIVE DIRECTOR OF ENGINEERING~~ POY  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Elwood, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech, by Bert Herriman, P/A  
Title: Asst. Secretary  
Date: 12/19/23

**Commission** Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Harvest Supermarkets Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Frankton, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: \_\_\_\_\_

Printed Name: GREGORY T. GENAIO

Title: P. O. A.

Date: 12-15-23

**Commission**

By: \_\_\_\_\_

Jessica Allen, Chair DEC 10 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Lassus Bros. Oil, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Pendleton, located in Madison County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Melisa Holley

Printed Name: Melisa Holley

Title: Buyer

Date: 12-19-23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Saul Ramirez (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Indianapolis, located in Marion County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 69,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: DENNIS ASAVA

Title: POA

Date: 12/19/2023

**Commission**

By: 

Jessica Allen, Chair DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bremen, located in Marshall County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: Vice. PRESIDENT  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Mannat Properties, LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Culver, located in Marshall County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: David Rothenberg  
Title: Attorney in Fact  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Plymouth, located in Marshall County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgen Corp LLC

Printed Name: Lisa McKinney

Title: Attorney in fact (POA)

Date: 12/19/23

**Commission**

By: Jess Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Manseerat Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Package Store permit for the sale of alcoholic beverages in Bunker Hill, located in Miami County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 19,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 80

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Charan Singh

Printed Name: CHARAN SINGH

Title: PRESIDENT

Date: 12/19/2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RaceTrac, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Peru, located in Miami County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# lele

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

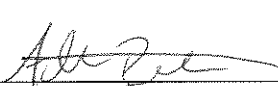

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

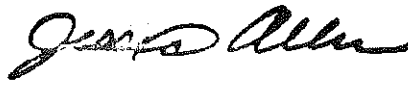
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:    
Printed Name: Allen Bell Clark K. Kumar  
Title: ~~Executive Director of Engineering~~ POA  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between McClure Oil Corporation (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Peru, located in Miami County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Kelly McClure  
Printed Name: Kelly McClure  
Title: President  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Dudhala Petroleum LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bloomington, located in Monroe County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 28,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 24

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

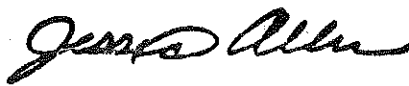
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: DUDHALA PETROLEUM LLC   
Printed Name: GURTI SINGH  
Title: OWNER  
Date: DEC 19, 2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between AJR Oil Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bloomington, located in Monroe County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 38,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

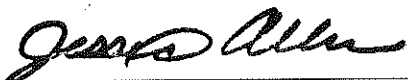
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: A & R OIL INC.   
Printed Name: GURJIT SINGH  
Title: OWNER  
Date: DEC 19, 2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Sangram Singh (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Retailer - Restaurant permit for the sale of alcoholic beverages in Bloomington, located in Monroe County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$29,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 79

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Sangram S

Printed Name: SANGRAM SINGH

Title: Owner

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Heri fourteen Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ellettsville, located in Monroe County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 35,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 609

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: R-B. Patel  
Printed Name: Rashmin Patel  
Title: Manager  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair DEC 19 2023  
Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Cand S, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ellettsville, located in Monroe County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 5,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 58

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

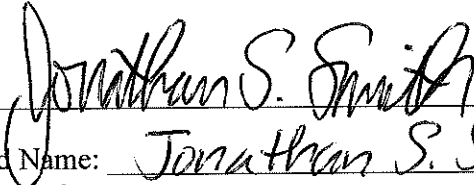
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Jonathan S. Smith  
Title: President  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Aldi (Indiana) L.P (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Crawfordsville, located in Montgomery County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Clark Kirkman

Printed Name: Clark Kirkman

Title: POA

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between McClure Oil Corporation (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Crawfordsville, located in Montgomery County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 6,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 25

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

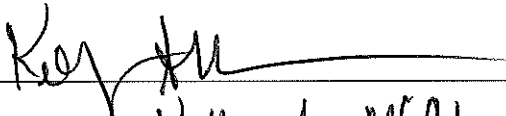
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

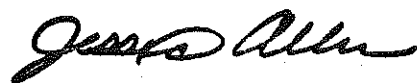
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kelly A McClure  
Title: President  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Central Indiana Package Group LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Package Store permit for the sale of alcoholic beverages in Ladoga, located in Montgomery County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 12,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

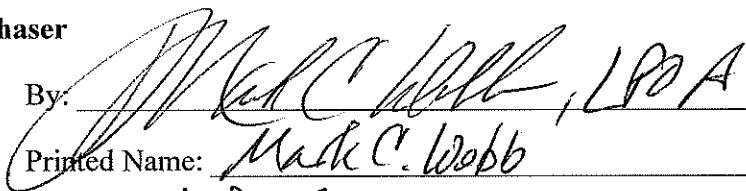
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Mark C. Webb  
Title: LPOA  
Date: 12-19-2023

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Concrete Fashion LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Martinsville, located in Morgan County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

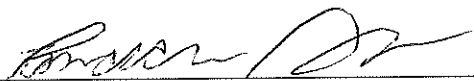
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: Donald W Stenhouse

Title: President

Date: 12/13/23

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Shivaliya LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Paragon, located in Morgan County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Mokesh

Printed Name: Mokeshchandra Patel

Title: SHIVAZIYA LLC

Date: 12/19/2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Newton County, located in Newton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Kendallville, located in Noble County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between JM Petroleum, Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ligonier, located in Noble County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_

Printed Name: David Rotherberg

Title: Asst. in Fact

Date: 12/18/23

**Commission**

By:  \_\_\_\_\_

Jessica Allen, Chair

Date: \_\_\_\_\_

DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Ligonier, located in Noble County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Casey's Marketing Company  
Douglas Beech

Printed Name: Douglas Beech

Title: Asst. Secretary

*By Bert Horiman, P&A*

Date: 12/19/22

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2022





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Frenchlick Convenience Food Mart Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in French Lick, located in Orange County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Forchlick Convenience food mart

Printed Name: Rashmin Patel

Title: VP

Date: 12/19/23

**Commission**

By: Jess Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Eagle Retail Inc (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Spencer, located in Owen County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Mihir Patel Mihir Patel

Printed Name: Mihir Patel

Title: Owner

Date: 12/19/2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Spencer, located in Owen County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Cosay's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech

Title: ASST. Secretary

Date: 12/19/23

By BWA Devirany POA

Commission

By: Jess Allen

Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between RESERVATION HOSPITALITY LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Montezuma, located in Parke County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

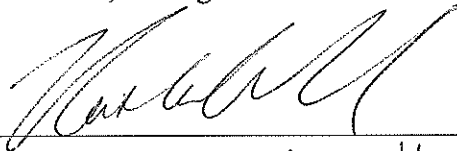
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

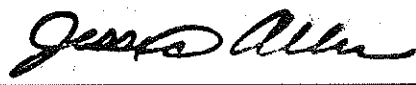
By: 

Printed Name: Nathaniel Gill

Title: President

Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Kirby Foods Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rockville, located in Parke County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Kirby Foods Inc  
Printed Name: Jeremy Stowers  
Title: POA  
Date: 12-19-2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hebron, located in Porter County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser CASEY'S MARKETING COMPANY

By: Douglas Beech

Printed Name: Douglas Beech by Barb Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

Commission

By: Jessica Allen

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Lake Station Bar LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Portage, located in Porter County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1000, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

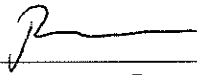
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

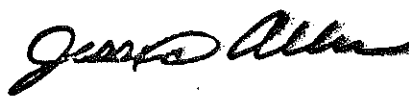
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Robert Matijevic  
Title: President  
Date: 12/15/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Valparaiso, located in Porter County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 4,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 96

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech by Bart Heine, P.O.A.  
Printed Name: Douglas Beech  
Title: Asst. Secretary  
Date: 12/19/23

**Commission**  
By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Aldi (Indiana) L.P (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Valparaiso, located in Porter County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 61,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 65

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Clark Kirkman

Printed Name: Clark Kirkman

Title: POA

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Mount Vernon, located in Posey County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: *Carey's Marketing Company*  
*Douglas Beech*  
Printed Name: Douglas Beech, *By Bart Herriman, POA*  
Title: *Asst. Secretary*  
Date: 12/19/23

**Commission**

By: *Jessica Allen*  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between US 36 Market Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bainbridge, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

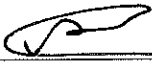
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_  
Printed Name: Amandeep Singh  
Title: PRESIDENT  
Date: 12-19-23

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Bainbridge, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech  
Title: Asst Secretary  
Date: 12/19/23

by But Herriman, PO 10

**Commission** Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Cloverdale, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 96

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Casey's Marketing Company  
By: Douglas Beech by Bartlett, P.O.A.  
Printed Name: Douglas Beech  
Title: Asst. Secretary  
Date: 12/19/23

Commission Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Cloverdale Properties LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Cloverdale, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 07

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: ~~Harkand Singh~~ Surinder Singh (S.S)  
Printed Name: ~~HARKAND SINGH~~ SURINDER SINGH(S.S)  
Title: PRESIDENT  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between DEV GROUP 3 LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Greencastle, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

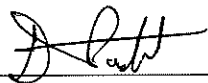
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: 

Printed Name: Deven Patel

Title: Owner

Date: 12/19/2023

**Commission**

By: 

Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between DEV GROUP 9 INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Greencastle, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

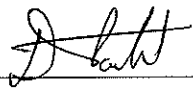
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

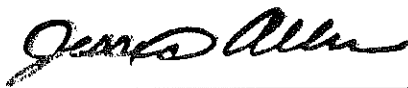
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Deven Patel  
Title: President  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Bridges Wine Bar LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer Retailer - Restaurant permit for the sale of alcoholic beverages in Greencastle, located in Putnam County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 500, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

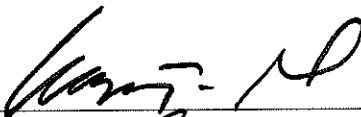
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Gwendolyn F. Benjamin  
Title: POA  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Parker City, located in Randolph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in fact (POA)  
Date: 12/19/23

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Winchester, located in Randolph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Casa's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, By Bert Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

Commission Jess Allen

By: Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Milan, located in Ripley County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

*Casey's Marketing Company*  
By: *Douglas Beech*  
Printed Name: *Douglas Beech*  
Title: *Asst. Secretary*  
Date: *12/19/23*

*by Brent Hervey, POA*

**Commission**

By: *Jessica Allen*  
*Jessica Allen, Chair*  
Date: *DEC 19 2023*





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Osgood, located in Ripley County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech, by Bart Heriman, POA  
Title: Asst Secretary  
Date: 12/19/23

**Commission**  
By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Versailles, located in Ripley County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech

Title: Asst. Secretary

Date: 12/19/23

*By Bob Herriman, POA*

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Rushville, located in Rush County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Casey's Marketing Company  
By: Douglas Beech  
Printed Name: DOUGLAS BEECH  
Title: Asst. Secretary  
Date: 12/19/23

*by But Herriman, POA*

Commission Jessica Allen  
By: \_\_\_\_\_  
          Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Zachary Reardon (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Restaurant (210) permit for the sale of alcoholic beverages in Shelbyville, located in Shelby County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 6000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 113

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

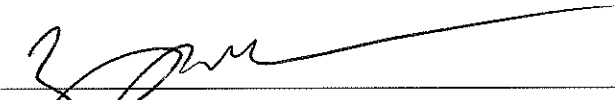
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Zachary M Reardon  
Title: \_\_\_\_\_  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Ghotra Gas LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Shelbyville, located in Shelby County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

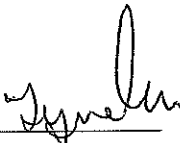
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: GHOTRA GAS LLC   
Printed Name: TEJINDER PAL SINGH  
Title: PRESIDENT  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Ghotra Gas LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Shelbyville, located in Shelby County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

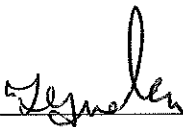
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: GHOTRA GAS LLC   
Printed Name: TEJINDER PAL SINGH  
Title: PRESIDENT  
Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between C and S, Inc. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Dale, located in Spencer County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Cand S, Inc Jonathan S Smith  
Printed Name: Jonathan S Smith  
Title: President  
Date: 12-19-23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Dale, located in Spencer County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, by Bob Herriman, AIA

Title: Asst. Secretary

Date: 12/19/23

**Commission** Jessica Allen

By: Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Santa Claus, located in Spencer County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech

*By Bart Herriman, POA*

Title: Asst. Secretary

Date: 12/19/23

**Commission** Jessica Allen

By: \_\_\_\_\_

Jessica Allen, Chair  
DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between King's Sensory Palace LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Retailer - Restaurant permit for the sale of alcoholic beverages in Mishawaka, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: KING'S SENSORY PALACE LLC  
Printed Name: NORMAN A. HOYT BRUCE HOYT  
Title: OWNERS  
Date: 12-19-2023

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer & Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Carlisle, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 48

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: David Appleby  
Title: Buy in Fed  
Date: 12/18/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in New Carlisle, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

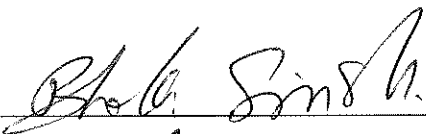
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: BHOLA SINGH

Title: VICE PRESIDENT

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer & Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Osceola, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 48

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By:  \_\_\_\_\_

Printed Name: David Roffenberg

Title: Atty In Fact

Date: 12/19/23

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Osceola, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: Vice. Pres. Dept  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between EXPO Empire Beer+Wine (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in South Bend, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 75,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_

Printed Name: David Rothman \_\_\_\_\_

Title: Attorney at Law \_\_\_\_\_

Date: 12/18/23 \_\_\_\_\_

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair

Date: DEC 19 2023 \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer + Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in South Bend, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 77,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 418

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_

Printed Name: David K. Beatty \_\_\_\_\_

Title: Atty In Fact \_\_\_\_\_

Date: 12/19/23 \_\_\_\_\_

**Commission**

By:  \_\_\_\_\_

Jessica Allen, Chair

Date: DEC 19 2023 \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between EXPO Empire Beer & Wine LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Walkerton, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 3,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

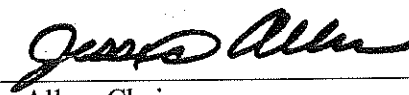
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:  \_\_\_\_\_  
Printed Name: David Popelka \_\_\_\_\_  
Title: Acty in Fact \_\_\_\_\_  
Date: 12/18/27 \_\_\_\_\_

**Commission**

By:  \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023 \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Vardaan Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Walkerton, located in St. Joseph County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 3,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 81

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

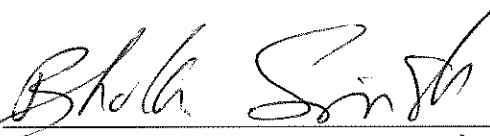
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Expo Empire Beer & Wine, LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Knox, located in Starke County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Expo Engine Dept + Wre LLC

Printed Name: David Northcote

Title: Atty In Fact

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Angola, located in Steuben County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between HAMILTON LAKE PETROLEUM CORP (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hamilton, located in Steuben County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: MANVEER KHATTANA

Title: PRESIDENT

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between HAMILTON LAKE PETROLEUM CORP (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Hamilton, located in Steuben County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Manveer

Printed Name: MANVEER KHATANA

Title: PRESIDENT

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Steuben County, located in Steuben County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Shelburn, located in Sullivan County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, By Battlerime, POA

Title: Asst. Secretary

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between DEV GROUP 8 INC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Sullivan, located in Sullivan County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination


Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: 

Printed Name: Deven Patel

Title: President

Date: 12/19/2023

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Sullivan, located in Sullivan County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech by Bart He , P.O.A.  
Printed Name: Douglas Beech  
Title: Asst. Secretary  
Date: 12/19/23

**Commission** Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Central Indiana Package! (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission"). Group LLC

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer Wine & Liquor - Package Store permit for the sale of alcoholic beverages in Sharpsville, located in Tipton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 30,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

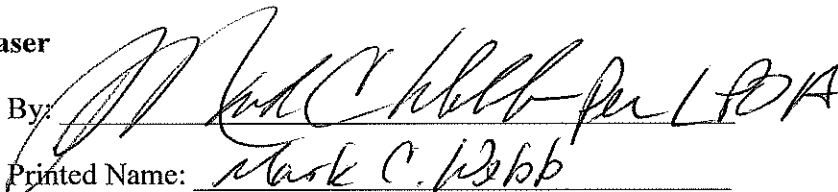
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

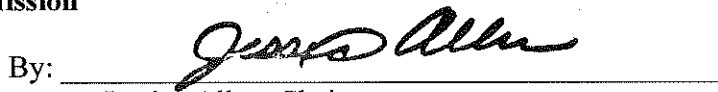
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Mark C. Webb  
Title: LPOA  
Date: 12-19-2023

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Tipton Market On Main Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Tipton, located in Tipton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: TIPTON MARKET ON MAZU  
Printed Name: BRET MORAN  
Title: PRESIDENT  
Date: 12-19-2023

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Tipton, located in Tipton County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech, By Brent Herriman, POA  
Title: Asst Secretary  
Date: 12/19/23

**Commission**  
By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Amreet, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Evansville, located in Vanderburgh County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$52,500, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 31

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

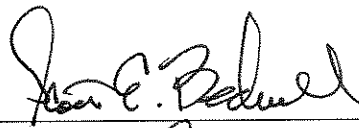
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Scott E. Bedwell  
Title: POA - Consultant  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Martin & Bayley, Inc (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Evansville, located in Vanderburgh County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 62,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Martin's Bayley Ives & Hueb's

Printed Name: Jon Bunch

Title: Director of Marketing

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between McClore OLC Corporation (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store  
permit for the sale of alcoholic beverages in Cayuga, located in Vermillion County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 1,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

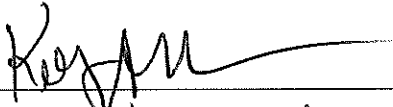
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

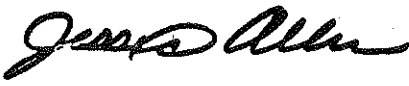
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Kelly McClure  
Title: President  
Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Cayuga, located in Vermillion County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 96

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Cabeys Marketing Company  
By: Douglas Beech by Bart Hein, P.O.A.  
Printed Name: Douglas Beech  
Title: Asst. Secretary  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Clinton, located in Vermillion County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, By Bart Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

**Commission** Jessica Allen

By: Jessica Allen, Chair

Date: \_\_\_\_\_

DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Giant Indiana, LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Vermillion County, located in Vermillion County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Giant Indiana, LLC

Printed Name: BASEM ALI, by Bert Herrim, POA.

Title: Member

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Aldi (Indiana) L.P. (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Terre Haute, located in Vigo County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 7,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 65

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

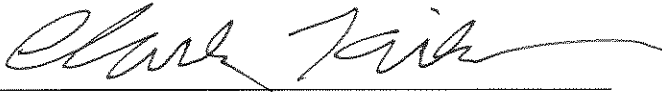
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**


By: 

Printed Name: Clark Kirkman

Title: POA

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Springhill Properties LLC (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Terre Haute, located in Vigo County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 8,000, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

Bidder ID# 9

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Harkant Singh

Printed Name: HARKANT SINGH

Title: PRESIDENT

Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 10 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in West Terre Haute, located in Vigo County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech, by But Herriman, POA  
Title: Asst. Secretary  
Date: 12/19/23

**Commission**  
By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Wabash, located in Wabash County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

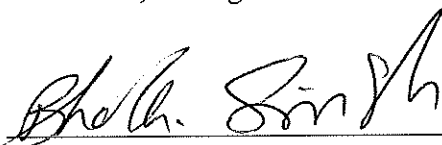
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

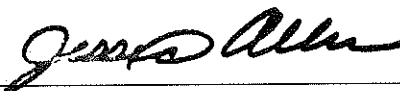
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/20

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2020



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between VARDAAN INC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Wabash, located in Wabash County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Bhola Singh  
Printed Name: BHOLA SINGH  
Title: VICE PRESIDENT  
Date: 12/19/23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Boonville, located in Warrick County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

Purchaser Casely's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, By Bart Harriman, POA

Title: Asst. Secretary

Date: 12/19/23

Commission

By: Jessica Allen  
Jessica Allen, Chair

DEC 19 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between C and S, Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Chandler, located in Warrick County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Jonathan S. Smith  
Printed Name: Jonathan S. Smith  
Title: President  
Date: 12-19-23

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Maninder Singh (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Newburgh, located in Warrick County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: MANINDER SINGH

Printed Name: MANINDER SINGH

Title: OWNER

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Maninder Singh (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Newburgh, located in Warrick County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: MANINDER SINGH

Printed Name: MANINDER SINGH

Title: OWNER

Date: 12/19/23

**Commission**

By:   
Jessica Allen, Chair

Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Salem, located in Washington County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

*Casey's Marketing Company*  
By: *Douglas Beech*

Printed Name: *Douglas Beech*, *By But'Warman, POA*

Title: *Asst. Secretary*

Date: *12/19/23*

**Commission**

By: *Jessica Allen*  
*Jessica Allen, Chair*

Date: *DEC 19 2023*



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Speedup 5 LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Centerville, located in Wayne County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

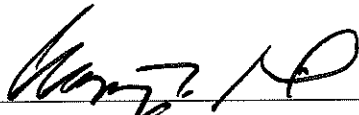
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: Gregory T. Genina  
Title: P.O.A.  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Centerville, located in Wayne County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company

By: Douglas Beech

Printed Name: Douglas Beech, By Burt Herriman, POA

Title: Asst. Secretary

Date: 12/19/23

**Commission**

By: Jessica Allen

Jessica Allen, Chair DEC 10 2023

Date: \_\_\_\_\_



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Richmond, located in Wayne County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Dolgencorp LLC (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Brookston, located in White County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By: Dolgencorp LLC  
Printed Name: Lisa McKinney  
Title: Attorney in Fact (POA)  
Date: 12/19/23

**Commission**

Jessica Allen  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 19 2023



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Casey's Marketing Company (hereinafter referred to as "Purchaser") and the Alcohol and Tobacco Commission (hereinafter referred to as "Commission").

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as "Permit"), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Brookston, located in White County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission's auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier's check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser** Casey's Marketing Company  
By: Douglas Beech  
Printed Name: Douglas Beech, By Brit Westman, POA  
Title: Asst. Secretary  
Date: 12/19/23

**Commission**  
By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 19 2023





ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between R&M Wholesale Inc. (hereinafter referred to as “Purchaser”) and the Alcohol and Tobacco Commission (hereinafter referred to as “Commission”).

WHEREAS, Purchaser desires to purchase an alcohol beverage permit (hereinafter referred to as “Permit”), said Permit being Beer & Wine Dealer - Grocery Store permit for the sale of alcoholic beverages in Monticello, located in White County, Indiana; and,

WHEREAS, Purchaser having previously been determined to be qualified to apply for said Permit and having made a bid of \$ 750, which was the highest bid for said Permit at the Commission’s auction held this 19<sup>th</sup> day of December, 2023,

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Purchaser

Within thirty (30) days of the date of the auction, Purchaser shall submit a completed application for the Permit, along with a cashier’s check or certified check for the bid amount noted in the above paragraph.

2. Duties of Commission

The Commission, upon receipt of Purchaser's application and check, made out in the proper amount, shall process the application. Upon approval of the Permit by the County Local Board and the Commission, the Permit shall be held in escrow pursuant to IC 7.1-3-1-3.5 and 905 IAC 1-30-1, pending completion of the application process.

Upon completion of the application process, including final inspection, the Commission shall release the Permit to Purchaser.

In the event that the Purchaser defaults on any of his duties under this Purchase Agreement, or under rules and regulations of the Commission, the Commission is not bound to issue the Permit to Purchaser.

3. Non-assignable

Purchaser may not assign the whole or any part of this Agreement, nor shall he purport to assign any right to the Permit to any other person prior to putting the Permit into operation.

4. Penalties/Interest/Attorney's Fees

The Purchaser, should he fail to comply with Section 1, ("Duties of Purchaser"), shall forfeit his bid security consisting of the annual permit fee, which was submitted with the pre-qualification application. Purchaser shall also be liable for any costs or attorney's fees generated as a result of the Commission's efforts to enforce this agreement.

The Commission will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1, et seq., IC 34-2-22-1, et seq., and IC 34-4-16-1.1, et seq.

5. Compliance With Laws

The contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference.

6. Governing Law

This contract shall be construed in accordance with and governed by the law of the State of Indiana and suit, if any, must be brought in the State of Indiana.

7. Nondiscrimination

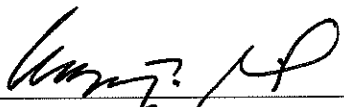
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

8. Non-collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

The parties have read and understand the foregoing terms of the contract and by their respective signature, dated below, here agree to the terms thereof.

**Purchaser**

By:   
Printed Name: GREGORY T. GENINA  
Title: POA  
Date: 12-19-23

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 19 2023

