

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between SBM Enterprise 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 ZANESVILLE, 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 \$ 13,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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: Lisa McKenney

Title: POA

Date: 12/10/24

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Mandeep 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 COLUMBUS, 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 \$ 10,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 35

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: Mandeep Singh  
Printed Name: Mandeep Singh  
Title: Owner / individual  
Date: 12/10/2024

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between BHG Columbus #1 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 COLUMBUS, 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 \$ 1000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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: Matthew Couch

Printed Name: Matthew Jordan Couch

Title: Director of Real Estate

Date: 12-10-2024

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between SBM Enterprise 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 HOPE, 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 \$ 310,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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

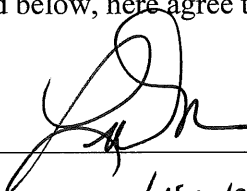
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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: Lisa McKinney

Title: POA

Date: 12/10/24

**Commission**

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

Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Meija-Miranda 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 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 \$ 1000, which was the highest bid for said Permit at the Commission’s auction held this 10<sup>th</sup> day of December, 2024,

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

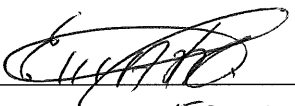
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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: EDIS A MEDIA  
Title: PRESIDENT  
Date: 12/10/24

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between Meija-Miranda 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 Retailer - Restaurant 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 \$ 500, which was the highest bid for said Permit at the Commission’s auction held this 10<sup>th</sup> day of December, 2024,

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: EDIS A MEDIS  
Title: PRESIDENT  
Date: 12-10-24

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between La Fogata Taqueria 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 NEW ALBANY, located in FLOYD 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 10<sup>th</sup> day of December, 2024,

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: 12/10/24

**Commission**

By: Jessica Allen  
Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Indiana Liquor 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 VAN BUREN, 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 \$ 51,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 42

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

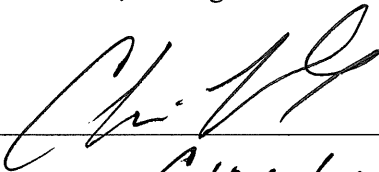
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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

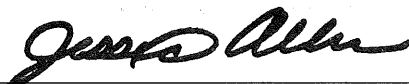
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation 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: CHRIS LAMB  
Title: PRESIDENT - ILG  
Date: 12/10/24

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2024



ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Indiana Liquor 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 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 \$ 250,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 42

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: Chris Lamb

Title: President - ILG

Date: 12/10/24

**Commission**

By: 

Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between SBM Enterprise 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 ANDREWS, 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 \$ 46,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 33

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

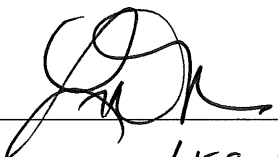
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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: Lisa McKinney  
Title: POA  
Date: 12/10/24

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Indiana Liquor 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 WARREN, 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 \$ 110,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 42

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

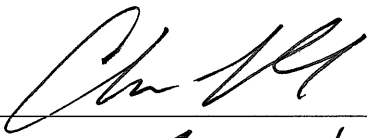
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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

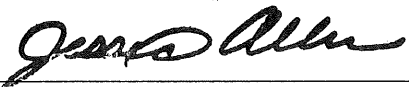
The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation 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: Curtis Lamb  
Title: Proc. Mgr - ILG  
Date: 12/10/24

**Commission**

By:   
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between SBM Enterprise 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 PENNVILLE, 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 \$ 25,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 33

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: Lisa McKinney

Title: POA

Date: 12/10/24

**Commission**

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

Jessica Allen, Chair

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

DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Heritage House Enterprises, 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 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 10<sup>th</sup> day of December, 2024,

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 Kirksman

Printed Name: Clark Kirksman

Title: POA

Date: 12/10/24

**Commission**

By: Jessica Allen

Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Indiana Liquor 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 WINONA LAKE, 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 \$ 330,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 42



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

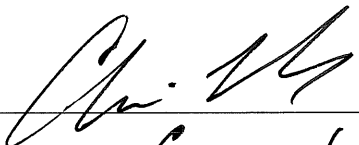
Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Purchaser and its agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any 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: Carlos Lantz  
Title: PROSECUTOR - ILG  
Date: 12/10/24

**Commission**

  
By: \_\_\_\_\_  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between BSC REAL ESTATE 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 10<sup>th</sup> day of December, 2024,

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: JLM/K  
Printed Name: JEFFREY L. MCKEAN  
Title: ATTORNEY IN FACT  
Date: 12/10/24

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSIONAUCTION PURCHASE AGREEMENT

This contract is between Triangle Post Realty (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 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 10<sup>th</sup> day of December, 2024,

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: Triangle Post Realty Melinda POA  
Printed Name: Triangle Post Realty Melinda  
Title: Emmanuelides POA  
Date: 12-10-24

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 10 2024



ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

~~TAQUERIA~~  
This contract is between Los Patrones 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 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 \$ 55,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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: Giovanni De La Cruz

Title: Owner

Date: 12-10-24

**Commission**

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

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION

AUCTION PURCHASE AGREEMENT

This contract is between VIST 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 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 \$ 61,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 30

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 Bhola Singh  
Printed Name: Bhola Singh BHOLA SINGH  
Title: President  
Date: 2/10/24

**Commission**

By: Jess Allen  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Mandeep 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 CONVERSE, 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 \$ 750, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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: Mandeep Singh  
Printed Name: Mandeep Singh  
Title: owner / individual  
Date: 12/10/24

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Thomas G Gallagher 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 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 \$ 15,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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: Thomas Gallagher, LLC  
Printed Name: Thomas G. Gallagher  
Title: President  
Date: 12/10/2021

**Commission**

By: Jessica Allen  
Jessica Allen, Chair  
Date: DEC 10 2021

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Upland Brewing 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 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 \$ 7,000, which was the highest bid for said Permit at the Commission's auction held this 10<sup>th</sup> day of December, 2024,

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# 141

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: Warren Cutshall by Bart Herriman P.O.A.

Printed Name: Warren Cutshall by Bart Herriman

Title: P.O.A.

Date: 12/10/24

**Commission**

By: Jess Allen  
Jessica Allen, Chair

Date: DEC 10 2024

ALCOHOL AND TOBACCO COMMISSION  
AUCTION PURCHASE AGREEMENT

This contract is between Rashim 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 & 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 10<sup>th</sup> day of December, 2024,

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: R. B. Patel

Printed Name: Rushmin Patel

Title: SOLE PROPRIETOR

Date: 12-10-24

**Commission**

By: Jess Allen

Jessica Allen, Chair

Date: DEC 10 2024