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2 **RESOLUTION NO. R-16-02-20**

3 RESOLUTION - _____

4 **A RESOLUTION APPROVING THE MUNICIPAL**
5 **RIVERFRONT DEVELOPMENT DOWNTOWN DINING**
6 **DISTRICT LIQUOR LICENSE**

7 **WHEREAS**, the City of Fort Wayne has created the Municipal
8 Riverfront Development Project, known as the Downtown Dining District, to
9 continue the current progress in the redevelopment of downtown; and

10 **WHEREAS**, Indiana Code 7.1-3-20, authorizes the issuance of
11 certain, non-transferable permits to sell alcoholic beverages for on-premise
12 consumption in a restaurant located on land or in a historic river vessel within
13 a municipal riverfront development project; and

14 **WHEREAS**, to be considered for a recommendation for approval of a
15 221-3 Riverfront License from the Indiana ATC, an applicant submit a
16 Downtown Dining District Liquor License Application and shall enter into a
17 formal written agreement with the municipality; and

18 **WHEREAS**, The Golden FW, LLC has submitted an application for a
19 Downtown Dining District Liquor License, a copy of which is attached hereto
20 as Exhibit A and is prepared to enter into a formal written agreement with the
21 City of Fort Wayne, a copy of which is attached hereto as Exhibit B; and

22 **WHEREAS**, the application and agreement meet the criteria
23 established by Resolution R-105-15 as adopted by Common Council;

24 **NOW, THEREFORE, BE IT RESOLVED, The Common Council of**
25 **The City of Fort Wayne, Indiana:**

26 **SECTION 1.** That the City of Fort Wayne Common Council hereby
27 approves the "Downtown Dining District" application and agreement between
28 The City of Fort Wayne and The Golden FW, LLC, and hereby provides the
29 required local recommendation to the Indiana Alcohol and Tobacco
30

Commission for a 221-3 Riverfront license to be issued to The Golden FW,
LLC; and

SECTION 2. That this resolution shall be in full force and effect from
and after its passage and approval by the Mayor, unless rescinded by
resolution by this legislative body.

Councilmember

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



Engage • Innovate • Perform

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127
www.cityoffortwayne.org

COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

MEMO

To: Common Council Members

From: Sharon Feasel – Manager-Downtown, Community Development Division

Date: February 23, 2016

Re: Downtown Dining District Liquor License- The Golden FW, LLC

The purpose of this Resolution is to request approval of the application and agreement from The Golden FW, LLC requesting a special Riverfront liquor license (Type 221-3) and provide the local recommendation for approval as required by the Indiana Alcohol and Tobacco Commission.

The application and agreement meet the criteria approved in Resolution R-105-15

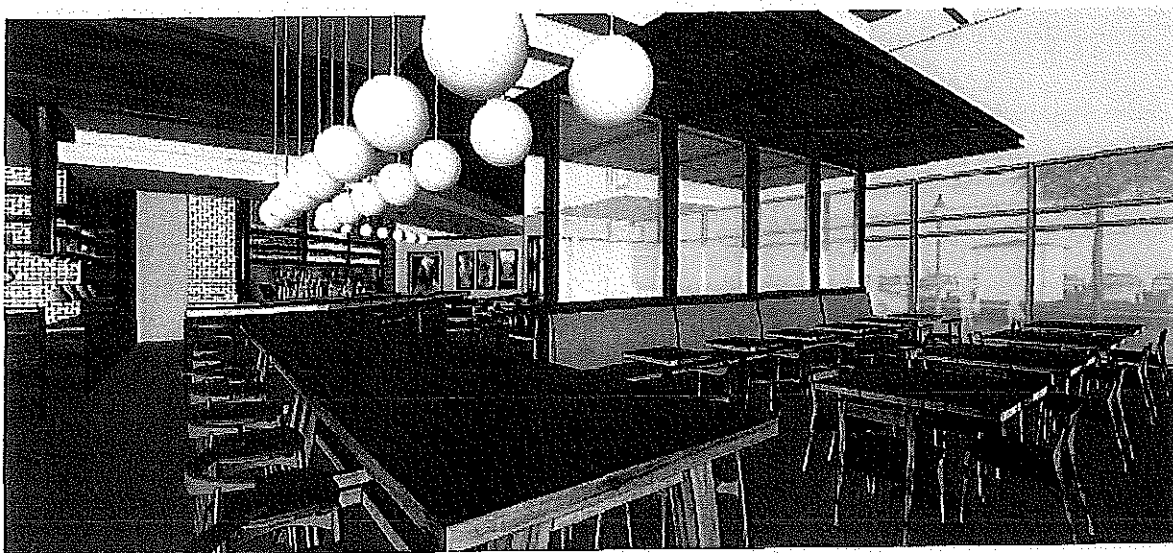
Thank you for your consideration and if you have any questions please contact me at 427-2107.

An Equal Opportunity Employer

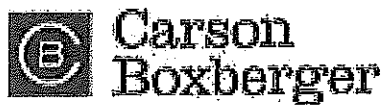
A stylized, dotted graphic of a city skyline is located at the bottom of the page, spanning across the width of the document.

The Golden FW, LLC

Downtown Dining District Liquor License Application



Presented by:



Andrew Boxberger
301 W. Jefferson Suite 200
Fort Wayne, IN 46802
(260) 423-9411
aboxberger@carsonboxberger.com



The Golden FW, LLC

Downtown Dining District Liquor License Application

Table of Contents

1. Downtown Dining District Liquor License Application
2. "The Golden" Renderings
3. Applicant's Certification
4. Application for New or Transfer Permit
5. "The Golden" Business Plan
6. Chef Resumes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
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COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

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City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127

www.fwcommunitydevelopment.org

Downtown Dining District Liquor License Application

Business Entity Making this Application: The Golden FW, LLC

Applicant's Name: The Golden FW, LLC

c/o Carson Boxberger

Attn: Andrew D. Boxberger

Applicant's Address: 301 W. Jefferson, Suite 200 City: Fort Wayne State: IN Zip: 46802

Applicant's Phone (daytime): (260) 423-9411 Email: aboxberger@carsonboxberger.com

1. Please outline any plans you have to improve the facility in which you will operate
2. The expected timetable for work and business commencement
3. Explain the overall concept and unique features of the proposed establishment.
4. Describe the level of control and participation the owners will have in the day, to, day operation of the business.
5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience.
6. Describe how your venue/operation will draw people to Downtown Fort Wayne.
7. Provide information regarding the proposed permit holder's related experience

Permits are not transferable and any renewal is subject to compliance with the terms of the agreement with the City of Fort Wayne. The permits shall not be pledged as collateral or subject to any lien judgment, property settlement agreement, or third party claim.

Downtown Dining District - Liquor License Application

An Equal Opportunity Employer

Downtown Dining District Liquor License Application

Applicant: The Golden FW, LLC

(continuation)

1. Please outline any plans you have to improve the facility in which you will operate.

The Golden FW, LLC ("The Golden") will be located on the corner of West Wayne Street and Harrison Street in the retail level of the newly constructed Ash Skyline Plaza Building in Downtown Fort Wayne, Indiana within the Municipal Riverfront Development Downtown District. The Golden will perform leasehold improvements and buildout its' approximately 3,700 square feet of space into a state of the art first-class restaurant and lounge space. The space will be a premiere dining facility with full kitchen amenities, a bar, dining area and other related amenities unlike any other Fort Wayne dining experience. *See Attached*

2. The expected timetable for work and business commencement.

The Ash Skyline Plaza and the "shell" space where The Golden will be located are well under construction. The improvements and build out of The Golden will commence in early 2016. Operation of The Golden is anticipated to begin with soft events commencing March or April of 2016 with full operations anticipated May 1, 2016.

3. Explain the overall concept and unique features of the proposed establishment.

The concept for The Golden is to present a first-class culinary experience in Downtown Fort Wayne like none other. The restaurant will provide a farm-to-fork experience with locally-sourced ingredients prepared by highly celebrated chefs who are also owners of The Golden. The Golden will provide a casual-to-elegant dining experience and will also feature unique craft cocktails chef-driven to compliment the cuisine.

4. Describe the level of control and participation the owners will have in the day-to-day operations of the business.

There are three owners of The Golden each with an equal percentage of ownership. Two of the three owners are the chefs and will be primarily involved in the day-to-day operations of The Golden executing all food and cocktail preparations and overseeing all operations and management of The Golden.

5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience.

The Golden's operation will focus on dining, entertainment and the "Downtown Experience" through its fine and unique cuisine delivered by chefs who have achieved tremendous accolades in the region. It is the desire of The Golden to be a highly renowned fine dining experience featuring dynamic cuisine with a unique overall dining experience. The Golden will provide Downtown Fort Wayne with one of Fort Wayne's premiere dining experiences. While there will

be a full bar at The Golden, first and foremost this will be a premiere restaurant and dining experience known for its cuisine among all other things.

6. Describe how your venue/operation will draw people to Downtown Fort Wayne.

The Golden will elevate the Downtown Fort Wayne dining experience being a destination for the region. The Golden expects to draw those people to Downtown Fort Wayne through its fine cuisine that is consistently executed by celebrated chefs. The Golden's location is ideally located to serve members of the business community, providing an excellent venue for business meetings and entertainment, as well as draw visitors to Downtown Fort Wayne from the entire region to experience The Golden. The Golden will have lunch service, dinner service and Sunday brunches. The Golden, as a destination dining experience, will bring patrons to Downtown Fort Wayne and help Downtown Fort Wayne visitors throughout the year and on weekends when Downtown Fort Wayne is not as highly visited, historically.

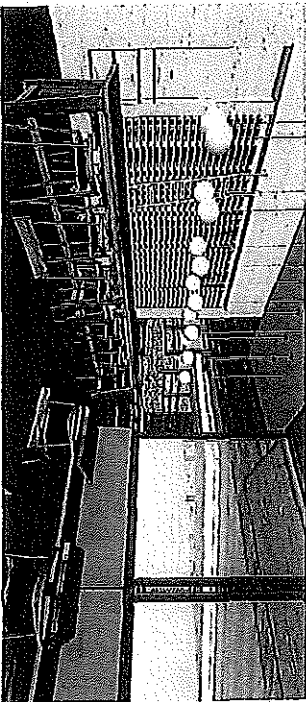
7. Provide information regarding the proposed permit holder's related experience.

The Golden is owned and managed by a highly experienced group of professionals who have performed in similar roles at an award-winning fine dining venue in northeast Indiana. The individuals have been integrated in the day-to-day operations of restaurants and will continue to do so at The Golden. Both the chefs, who will be providing the day-to-day management, have years of directly-related experience in high-end restaurants providing similar services.

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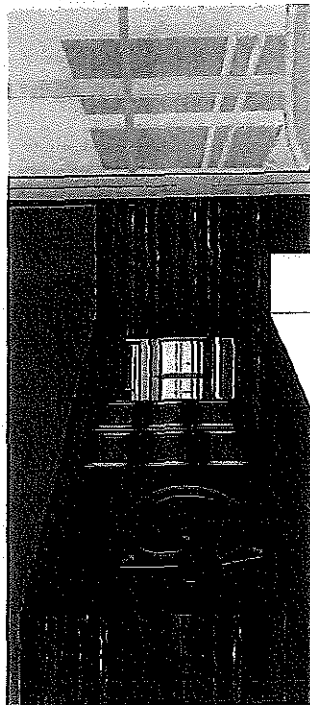
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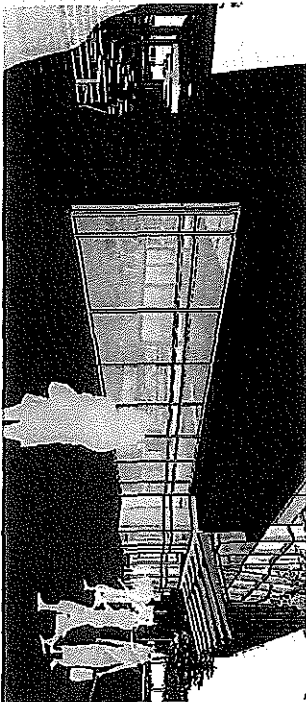
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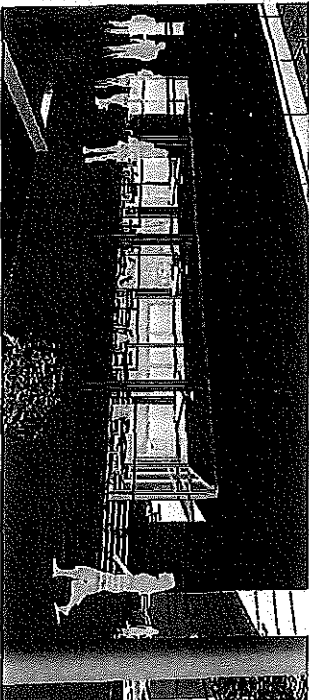
3. Ballroom Looking South



2. Exterior Perspective Looking Northwest



1. Exterior? Comprehensive Looking North



898 Harrison Street
Fort Wayne, IN 46802

PRELIMINARY
NOT FOR
CONSTRUCTION

**MSKTD
& Associates**
Architecture | Engineering | Interior Design
10000 Wilshire Blvd. Suite 1000 Beverly Hills, CA 90210
310.274.2222 www.msktd.com



A12-1

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**
 7. **Appendix**
 8. **Index**
 9. **Table of Contents**
 10. **Summary**
 11. **Abstract**
 12. **Keywords**
 13. **Subject Headings**
 14. **References**
 15. **Appendix**
 16. **Index**
 17. **Table of Contents**
 18. **Summary**
 19. **Abstract**
 20. **Keywords**
 21. **Subject Headings**
 22. **References**
 23. **Appendix**
 24. **Index**
 25. **Table of Contents**
 26. **Summary**
 27. **Abstract**
 28. **Keywords**
 29. **Subject Headings**
 30. **References**
 31. **Appendix**
 32. **Index**
 33. **Table of Contents**
 34. **Summary**
 35. **Abstract**
 36. **Keywords**
 37. **Subject Headings**
 38. **References**
 39. **Appendix**
 40. **Index**
 41. **Table of Contents**
 42. **Summary**
 43. **Abstract**
 44. **Keywords**
 45. **Subject Headings**
 46. **References**
 47. **Appendix**
 48. **Index**
 49. **Table of Contents**
 50. **Summary**
 51. **Abstract**
 52. **Keywords**
 53. **Subject Headings**
 54. **References**
 55. **Appendix**
 56. **Index**
 57. **Table of Contents**
 58. **Summary**
 59. **Abstract**
 60. **Keywords**
 61. **Subject Headings**
 62. **References**
 63. **Appendix**
 64. **Index**
 65. **Table of Contents**
 66. **Summary**
 67. **Abstract**
 68. **Keywords**
 69. **Subject Headings**
 70. **References**
 71. **Appendix**
 72. **Index**
 73. **Table of Contents**
 74. **Summary**
 75. **Abstract**
 76. **Keywords**
 77. **Subject Headings**
 78. **References**
 79. **Appendix**
 80. **Index**
 81. **Table of Contents**
 82. **Summary**
 83. **Abstract**
 84. **Keywords**
 85. **Subject Headings**
 86. **References**
 87. **Appendix**
 88. **Index**
 89. **Table of Contents**
 90. **Summary**
 91. **Abstract**
 92. **Keywords**
 93. **Subject Headings**
 94. **References**
 95. **Appendix**
 96. **Index**
 97. **Table of Contents**
 98. **Summary**
 99. **Abstract**
 100. **Keywords**
 101. **Subject Headings**
 102. **References**
 103. **Appendix**
 104. **Index**
 105. **Table of Contents**
 106. **Summary**
 107. **Abstract**
 108. **Keywords**
 109. **Subject Headings**
 110. **References**
 111. **Appendix**
 112. **Index**
 113. **Table of Contents**
 114. **Summary**
 115. **Abstract**
 116. **Keywords**
 117. **Subject Headings**
 118. **References**
 119. **Appendix**
 120. **Index**
 121. **Table of Contents**
 122. **Summary**
 123. **Abstract**
 124. **Keywords**
 125. **Subject Headings**
 126. **References**
 127. **Appendix**
 128. **Index**
 129. **Table of Contents**
 130. **Summary**
 131. **Abstract**
 132. **Keywords**
 133. **Subject Headings**
 134. **References**
 135. **Appendix**
 136. **Index**
 137. **Table of Contents**
 138. **Summary**
 139. **Abstract**
 140. **Keywords**
 141. **Subject Headings**
 142. **References**
 143. **Appendix**
 144. **Index**
 145. **Table of Contents**
 146. **Summary**
 147. **Abstract**
 148. **Keywords**
 149. **Subject Headings**
 150. **References**
 151. **Appendix**
 152. **Index**
 153. **Table of Contents**
 154. **Summary**
 155. **Abstract**
 156. **Keywords**
 157. **Subject Headings**
 158. **References**
 159. **Appendix**
 160. **Index**
 161. **Table of Contents**
 162. **Summary**
 163. **Abstract**
 164. **Keywords**
 165. **Subject Headings**
 166. **References**
 167. **Appendix**
 168. **Index**
 169. **Table of Contents**
 170. **Summary**
 171. **Abstract**
 172. **Keywords**
 173. **Subject Headings**
 174. **References**
 175. **Appendix**
 176. **Index**
 177. **Table of Contents**
 178. **Summary**
 179. **Abstract**
 180. **Keywords**
 181. **Subject Headings**
 182. **References**
 183. **Appendix**
 184. **Index**
 185. **Table of Contents**
 186. **Summary**
 187. **Abstract**
 188. **Keywords**
 189. **Subject Headings**
 190. **References**
 191. **Appendix**
 192. **Index**
 193. **Table of Contents**
 194. **Summary**
 195. **Abstract**
 196. **Keywords**
 197. **Subject Headings**
 198. **References**
 199. **Appendix**
 200. **Index**
 201. **Table of Contents**
 202. **Summary**
 203. **Abstract**
 204. **Keywords**
 205. **Subject Headings**
 206. **References**
 207. **Appendix**
 208. **Index**
 209. **Table of Contents**
 210. **Summary**
 211. **Abstract**
 212. **Keywords**
 213. **Subject Headings**
 214. **References**
 215. **Appendix**
 216. **Index**
 217. **Table of Contents**
 218. **Summary**
 219. **Abstract**
 220. **Keywords**
 221. **Subject Headings**
 222. **References**
 223. **Appendix**
 224. **Index**
 225. **Table of Contents**
 226. **Summary**
 227. **Abstract**
 228. **Keywords**
 229. **Subject Headings**
 230. **References**
 231. **Appendix**
 232. **Index**
 233. **Table of Contents**
 234. **Summary**
 235. **Abstract**
 236. **Keywords**
 237. **Subject Headings**
 238. **References**
 239. **Appendix**
 240. **Index**
 241. **Table of Contents**
 242. **Summary**
 243. **Abstract**
 244. **Keywords**
 245. **Subject Headings**
 246. **References**
 247. **Appendix**
 248. **Index**
 249. **Table of Contents**
 250. **Summary**
 251. **Abstract**
 252. **Keywords**
 253. **Subject Headings**<

The above criteria will be evaluated on the following:

1. The Physical Location
2. The Business Plan
3. Reputation/Experience of Ownership

Please attach:

1. Your completed Indiana State form entitled "Application for New or Transfer Permit" along with any attachments.
2. A signed copy of this Application, including the Applicant's Certification below
3. A copy of your business plan
4. A check made payable to the City of Fort Wayne in the amount of \$1,000.

Please submit this form and all attachments to: City of Fort Wayne - Community Development,
Attention: Development Finance - Downtown Dining District, 200 E. Berry Street - Suite 320, Fort
Wayne, IN 46802.

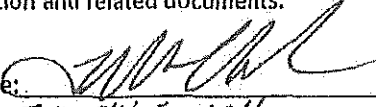
APPLICANT'S CERTIFICATION

I hereby certify that all information in this application and all information furnished in support of this application are true and complete to the best of the Applicant's knowledge and belief.

I understand that the project described in this Application may not receive a Downtown Liquor License.

I certify that I have read and understand and agree to the above eligibility requirements & evaluation criteria. I further understand and agree to enter into a formal written agreement regarding the aforementioned district requirements, to be approved by the City of Fort Wayne Common Council and the Mayor.

I hereby release and discharge the City of Fort Wayne, together with their respective subsidiaries, affiliates, employees, agents, directors and other related parties, from any and all rights and obligations, duties, claims, debts, actions, causes of action or liabilities arising out of, or relating to, the seeking or receipt of a Downtown Dining District Liquor License pursuant to this Project Application and related documents.

Applicant's Signature:  Date: 1-14-16
Printed Name: TIMOTHY E. ASH Title: MEMBER/MGR.





APPLICATION FOR NEW OR TRANSFER PERMIT

State Form 51189 (R4 / 11-14)
Approved by State Board of Accounts, 2014

- INSTRUCTIONS:**
1. Type or print legibly.
 2. Submit in duplicate. Include payment.
 3. Mail to the address at the end of this application form.
 4. If there is no opening for this applied permit or there is an omission, this application will be returned.

* Your Social Security number is being requested by this state agency in accordance with I.C. 4-1-8-1. Disclosure is mandatory, and this record cannot be processed without it.

STEP 1: GENERAL INFORMATION		
This permit type will allow you to sell: ☒ Beer ☒ Wine ☒ Liquor	This permit type is for: ☒ On-premise consumption (Retailer) ☐ Off-premise consumption (Dealer) ☐ Other (Specify) _____	Type of application: ☒ New application ☐ Transfer owner ☐ Transfer location
Please briefly describe your business that qualifies you for this permit type. Restaurant		Permit number (Required for transfers.) N/A
This ownership entity is: (Check one) ☐ Sole Owner ☐ Simple Partnership ☐ Corporation ☐ Limited Partnership ☐ Limited Liability Partnership ☒ Limited Liability Company ☐ Municipality ☐ Club Association ☐ Club Corporation		
Business entity making this application The Golden FW, LLC		Telephone number of business ()
Doing business as (DBA)		
Location where alcoholic beverages will be dispensed (number and street) 800 Block Harrison Street		Telephone number of premise ()
City / Town Fort Wayne	State IN	ZIP code 46802
Certification number of Indiana retail merchant	Home telephone number (include area code) (260) 478-0604	E-mail address tim.ash@ashbrokerage.com
General Questions Part 1		
1. The proposed premise is located in what county?		Allen
2. Is the proposed permit premise located inside the corporate limits of a city / town?		☒ Yes ☐ No
3. If yes, please name the incorporated city / town.		Fort Wayne
4. If no, please name the unincorporated community which has been known by that name for more than ten (10) years. (This is only required for a beer or a beer and wine application.)		
5. Is there at least 200 feet between this premise and any church or school?		☒ Yes ☐ No
If no mail receptacle at this location or you wish to have your correspondence sent to another address:		
Name Carson Boxberger LLP, Attn: Andrew D. Boxberger, Esq.		
Address (number and street, city, state, and ZIP code) 301 W. Jefferson Blvd., Suite 200, Fort Wayne, IN 46802		
General Questions Part 2		
1. Do you understand that you must apply for a Federal Identification number?		☒ Yes ☐ No
2. Do you understand that you must apply for a Federal Stamp from the Bureau of Alcohol, Tobacco, and Firearms (BATF)?		☒ Yes ☐ No
3. Does the permittee have an interest in any distiller, vintner, farm winery, rectifier, brewer, primary source of supply, or wholesaler permit?		☐ Yes ☒ No
4. As owner, do you manage the premise? If no, please complete the Manager's Questionnaire and attach it to this application.		☒ Yes ☐ No
5. Do you sell tobacco products?		☐ Yes ☒ No
6. Do you know that an Excise Officer may enter, inspect, and search your permit premise without a warrant or other process to determine if you are complying with the provisions of the Indiana alcoholic beverage laws / rules?		☒ Yes ☐ No
7. Do you have the right to possess (rent, lease, mortgage, or own) the permit premise for the term of the permit?		☒ Yes ☐ No

FOR OFFICE USE ONLY
Date received (mm/dd/yy)
Permit number
Permit type
Quota check
Jurisdiction
Checked by
Base fee receipt number
Balance due
Refund
Catering receipt number
Balance due
Refund
Date reviewed (mm/dd/yy)
Hearing date of Local Board
Commission approved
Permit issued
Date of expiration (mm/dd/yy)
Permit released
Remarks

STEP 2: ANNUAL FOOD SALES		
FOR EXISTING BUSINESSES ONLY		
Required for the following permits: Type 209 (except golf courses); All retail permits with less than sixty percent (60%) ownership by Indiana residents; Retail permits with limited bar / family room separation.		
Date of beginning report (month, day, year)	Date of ending report (month, day, year)	
Gross food sales (excluding all carryout and catering sales)	Gross alcoholic beverage sales	Total gross food and beverage sales

STEP 3: QUALIFICATIONS	
SOLE OWNER / PARTNERSHIP PERMIT:	
If applying as a sole owner or partnership for any type of permit, answer the following question:	
Are you now and have you been a continuous and bona fide resident of this state for five (5) years?	☐ Yes ☐ No
CORPORATION PERMIT: (PLEASE ATTACH COPY OF "CERTIFICATE OF EXISTENCE" FROM THE INDIANA SECRETARY OF STATE.)	
If applying as a corporation for any type permit, answer the following questions:	
Is at least sixty percent (60%) of the outstanding common stock owned by persons who have been continuous and bona fide residents of this State for five (5) years? (For exceptions, see IC 7.1-3-21-6.)	☐ Yes ☐ No
If you are a corporate wholesaler, is at least one (1) of the stockholders a resident of the county in which the licensed premise is situated for at least one (1) year immediately prior to making application for the permit?	☐ Yes ☐ No
Is the applicant a retailer corporation with forty-one percent (41%) or more of the common stock held by out of state stockholders? (If the answer is yes, you must agree to and initial below.)	☐ Yes ☐ No
I hereby affirm that the annual gross food sales at the permit location currently exceed One Hundred Thousand Dollars (\$100,000) or in the case of a new applicant are expected to exceed Two Hundred Thousand Dollars (\$200,000) by the end of the two year period commencing on the date of issuance of the permit will, thereafter, exceed One Hundred Thousand Dollars (\$100,000) per annum.	
Initial _____	
LLC / LLP PERMIT: (PLEASE ATTACH COPY OF "CERTIFICATE OF EXISTENCE" FROM THE INDIANA SECRETARY OF STATE.)	
If applying as a limited partnership, limited liability company, or limited liability partnership for any type permit, answer the following questions:	
Is at least sixty percent (60%) of the ownership interest held by persons who have been continuous and bona fide residents of this State for five (5) years? (For exceptions, see IC 7.1-3-21-6.)	☒ Yes ☐ No
If a limited partnership, limited liability company, or limited liability partnership wholesaler, at least one (1) of the stockholders must have been a resident of the county in which the licensed premise is situated for at least one (1) year immediately prior to making application for the permit.	
Is the applicant a retailer limited partnership, limited liability company or limited liability partnership applying with forty-one percent (41%) or more of the ownership interest held by out of state residents? (If the answer is yes, you must agree to and initial the statement below.)	☐ Yes ☒ No
I hereby affirm that the annual gross food sales at the permit location currently exceed One Hundred Thousand Dollars (\$100,000) or in the case the case must have of a new applicant are expected to exceed Two Hundred Thousand Dollars (\$200,000) by the end of the two (2) year period commencing on the date of issuance of the permit will, thereafter, exceed One Hundred Thousand Dollars (\$100,000) per annum.	
Initial _____	
THE FOLLOWING QUESTIONS PERTAIN TO ALL INDIVIDUALS HAVING AN INTEREST IN THIS APPLICATION.	
Have any individuals with an interest in this permit been convicted of a felony or a misdemeanor? (If yes, please attach letter with dates, court, conviction, and sentence of new conviction.)	☒ Yes ☐ No
Have any individuals with an interest in this application ever been convicted of a violation of the Indiana Alcoholic Beverage laws, rules, regulations, or orders of the Commission?	☐ Yes ☒ No
Are all individuals with an interest in this application citizens of the United States?	☒ Yes ☐ No
Are all individuals with an interest in this application of sound mind, good moral character, and good repute in the community in which they reside?	☒ Yes ☐ No
Are any individuals with an interest in this application a law enforcement officer, or an officer of a municipal corporation, or government subdivision, or of this state charged with any duty or function in the enforcement of this title?	☐ Yes ☒ No
Have any individuals with an interest in this application held a permit under this title and has the permit been revoked within one (1) year prior to the date of this application?	☐ Yes ☒ No
Have any individuals with an interest in this application made an application for a permit of any type which has been denied less than one (1) year prior to this application for a permit? (unless the application was denied by reason of a procedural or technical defect)	☐ Yes ☒ No
Do any individuals with an interest in this application hold any other permit of any kind connected with the sale of alcoholic beverages, or do they have any interest in any such permit directly or indirectly, through ownership of stock or otherwise? If yes, list permit numbers below.	☐ Yes ☒ No
Permit number(s) _____	
Are you indebted to a person or an officer or agent of that person, who holds a brewer's permit or wholesale permit, for a debt, secured by a lien, mortgage, or otherwise upon the premises for which the beer retailers permit is to be applicable or upon any of the property or fixtures in the premises, or used, or to be used in connection with the premises?	
☐ Yes ☒ No	

STEP 4. AFFIDAVIT OF OWNERSHIP			
Complete name Aaron Keith Butts	Social Security number *	Date of birth (month, day, year) 08/26/1976	Citizen of United States ☒ Yes ☐ No
Address (number and street, city, state, and ZIP code) 3537 Saginaw Drive, Fort Wayne, IN 46802			
Nature of Interest ☐ Sole Owner ☐ Corporate President ☒ Stockholder ☐ Partner ☐ Corporate Secretary ☐ Club Officer			Percent of ownership 33.33
Complete name Sean Gordon Richardson	Social Security number *	Date of birth (month, day, year) 10/16/1988	Citizen of United States ☒ Yes ☐ No
Address (number and street, city, state, and ZIP code) 1936 Emerson Avenue, Fort Wayne, IN 46808			
Nature of Interest ☐ Sole Owner ☐ Corporate President ☒ Stockholder ☐ Partner ☐ Corporate Secretary ☐ Club Officer			Percent of ownership 33.33
Complete name Timothy E. Ash	Social Security number *	Date of birth (month, day, year) 02/07/1967	Citizen of United States ☒ Yes ☐ No
Address (number and street, city, state, and ZIP code) 10811 Monte Vista Ct., Fort Wayne, IN 46814			
Nature of Interest ☐ Sole Owner ☐ Corporate President ☒ Stockholder ☐ Partner ☐ Corporate Secretary ☐ Club Officer			Percent of ownership 33.33
Complete name	Social Security number *	Date of birth (month, day, year)	Citizen of United States ☐ Yes ☐ No
Address (number and street, city, state, and ZIP code)			
Nature of Interest ☐ Sole Owner ☐ Corporate President ☐ Stockholder ☐ Partner ☐ Corporate Secretary ☐ Club Officer			Percent of ownership

If you need more space, please attach additional sheets.

STEP 5. PERMIT TYPE SPECIFIC QUESTIONS	
You must meet specific requirements to hold certain types of permits. Please answer only the following questions that are applicable to your permit application.	
LIQUOR RETAILER	
Is the proposed permit premise located in an incorporated city having a population of less than 5,000?	☐ Yes ☐ No
If the answer is yes, have you attached to the application the enabling ordinance from the city consenting to the issuance of liquor retailer's permits?	☐ Yes ☐ No
CATERING HALL	
Are you applying for a special three-way catering hall permit that will allow you to sell alcoholic beverages for on-premise consumption only on a premise that is used only for private catered events and has accommodations for at least 250 individuals?	☐ Yes ☐ No
CLUBS (If you are applying for a club permit, please check the appropriate box.)	
☐ Social Club ☐ Fraternal Club	
If a social club, does your association or organization meet the general requirements of IC 7.1-3-20-1?	☐ Yes ☐ No
If your club permit premise is outside the corporate limits, do you meet the requirements of IC 7.1-3-20-3?	☐ Yes ☐ No
HOTEL	
If you are applying as a hotel, do you meet the general requirements of IC 7.1-3-20-18?	☐ Yes ☐ No
HISTORIC DISTRICT	
If you are applying for historic district permit, is the restaurant located in a facility that is on the National Register of Historic Places or is it located within the boundaries of a historic district established by ordinance?	☐ Yes ☐ No
If yes, you must submit the appropriate verification.	
AIRPORT, REDEVELOPMENT, RIVERFRONT, RAILWAY STATION, CULTURAL CENTER	
If you are applying for a permit authorized by IC 7.1-3-20-16, do you meet the requirements for the designated permit?	☒ Yes ☐ No
Specify the type of permit for which you are applying: <u>Riverfront</u>	
NOTE: If you are applying for a municipal riverfront development permit, you must also submit a letter indicating that the statutory requirements have been met and the mayor's approval of the permit.	

STEP 6: PERMIT TYPE SPECIFIC QUESTIONS (continued)

DRUG STORE

If you are the proprietor of a drug store, do you hold a valid permit issued by the State Board of Pharmacy?

☐ Yes ☐ No

NOTE: You must designate on your floor plan the pharmacy area that has been submitted and approved by the State Board of Pharmacy.

Permit number of pharmacy

Date of issuance (month, day, year)

Date of expiration (month, day, year)

RIVERBOAT

Are you applying for a riverboat / excursion permit and do you currently hold a valid riverboat owner's license issued by the Indiana Gaming Commission?

☐ Yes ☐ No

License number of riverboat owner

Date of issuance (month, day, year)

Date of expiration (month, day, year)

Are you applying for an adjacent landside permit?

☐ Yes ☐ No

HORSE TRACK

Are you applying for a horse track permit and do you currently hold a valid recognized meeting permit issued by the Indiana Gaming Commission?

☐ Yes ☐ No

Permit number of recognized meeting

Date of issuance (month, day, year)

Date of expiration (month, day, year)

Are you applying for a satellite permit?

☐ Yes ☐ No

License number of satellite facility

Date of issuance (month, day, year)

Date of expiration (month, day, year)

BOAT (SEASONAL)

If you are applying for a boat permit, do you engage in regular passenger service which makes regular runs in seasonal weather between established locations?

☐ Yes ☐ No

BEER WHOLESALER

Do you have available for investment capital and cash or property necessary and useful in your business, exclusively as a beer wholesaler, of at least \$15,000 (exclusive of motor vehicles), and do you agree that you will, if the application is granted, actually make the investment and submit proof to the Commission before you engage in business as a beer wholesaler?

☐ Yes ☐ No

BREWER

I certify that the projected number of barrels of beer to be manufactured during the permit year will not exceed 30,000 barrels. (A barrel equals thirty-one (31) gallons.) (Small Brewer)

☐ Yes ☐ No

I certify that the projected number of barrels of beer to be manufactured during the permit year will exceed 30,000 barrels. (A barrel equals thirty-one (31) gallons.) (Brewer)

☐ Yes ☐ No

WINERY / DISTILLERY (Check if you qualify and are applying for one of the following permits.)

☐ Vintner (IC 7.1-3-12-1)

☐ Distiller (IC 7.1-3-7-2)

☐ Farm Winery (IC 7.1-3-12-3)

☐ Artisan Distiller (IC 7.1-3-27-2)

☐ Farm Winery Brandy Distiller (IC 7.1-3-7.5-2)

BOND REQUIREMENTS (Check the appropriate bond amount if applicable.)

The following applicants are required to file with this application the appropriate non-revocable surety bond, made payable to the State of Indiana.

☐ Brewer (\$10,000)

☐ Distiller (\$10,000)

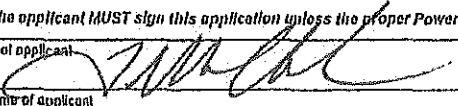
☐ Liquor Wholesaler (\$10,000)

☐ Rectifier (\$15,000)

☐ Vintner (excludes farm winery) (\$1,000)

STEP 6: MANAGER'S QUESTIONNAIRE							
Name of manager (last, first, middle initial)						Social Security number	
Permit number of ATC employee	Date of expiration (month, day, year)	Age	Sex ☐ Male ☐ Female	Date of birth (month, day, year)	Height	Weight	
Home address (number and street, city, state, and ZIP code)							
Are you a citizen of the United States?						☐ Yes ☐ No	
Are you at least twenty-one (21) years old?						☐ Yes ☐ No	
Is it true that you are not an officer or employee of a person engaged in the alcoholic beverage traffic, which person is a non-resident of this state, or is engaged in carrying on any phase of manufacture of, traffic in, or transportation of alcoholic beverages without a permit when one is required?						☐ Yes ☐ No	
Are you a State law enforcement officer, or a non-elected officer of a municipal corporation or government subdivision charged with any duty or function in the enforcement of Alcoholic Beverage Laws?						☐ Yes ☐ No	
Has your alcoholic beverage permit been revoked within one (1) year prior to the date of this application for a permit?						☐ Yes ☐ No	
Have you made an application for a permit of any type which has been denied less than one (1) year prior to this application for a permit? (Unless the application was denied by a reason of a procedural or technical defect.)						☐ Yes ☐ No	
Are you now, and have you been for the last five (5) years a continuous and bona fide resident of the State of Indiana? If no, does the permit premise you are managing have a minimum annual gross food sales of at least \$100,000?						☐ Yes ☐ No	
Do you hold a permit of any kind for the sale of alcoholic beverages in Indiana, or do you have any interest in any such permit, directly or indirectly, through ownership of stock or otherwise?						☐ Yes ☐ No	
If yes, explain:							
Have you been convicted of a felony? If yes, attach places and dates of arrest, court of record, and conviction and attach relevant court record.						☐ Yes ☐ No	
Have you been convicted of a violation of the Indiana Alcoholic Beverage Laws, rules, regulations, or orders of the Commission? If yes, explain on a separate attachment.						☐ Yes ☐ No	
Signatures of manager or agent(s) referred to in this schedule							

STEP 7: FLOOR PLAN	
INSTRUCTIONS: Applicant must submit four (4) drawings on letter size paper (8 1/2" x 11"). These drawings must show dimensions and identifications of any existing family room(s), seating arrangement(s), ballroom(s), service bar(s), dance floor area(s), kitchen area(s), restrooms, storage and office areas, exits, and alcoholic beverage display areas for all types of permits. Please sign and date each drawing.	
If a restaurant or a restaurant located in a hotel or motel, will anyone under the age of twenty-one (21) be guests to the permit premise? ☒ Yes ☐ No	
If the answer to the above question is "yes," it should be understood that there must be COMPLETE SEPARATION of the barroom from the room or rooms where individuals under the age of twenty-one (21) will be present.	
Are you requesting approval for limited separation? ☐ Yes ☒ No	
NOTE: ALL DRAWINGS MUST BE APPROVED BY THE COMMISSION BEFORE THE PERMIT IS ISSUED. WE RECOMMEND YOU RECEIVE APPROVAL BEFORE CONSTRUCTION BEGINS. CONTACT YOUR LOCAL EXCISE DISTRICT OFFICE.	
(Please attach all drawings to this application.)	

STEP 8. AFFIRMATION OF APPLICANT	
Name of applicant (individual, corporation, partnership, LLC, LLP) The Golden FW, LLC	
I certify that this application was completed by myself or by the preparer identified herein. I certify that all information provided herein and on any attachments are true and correct. I UNDERSTAND THAT IT IS A FELONY TO MISREPRESENT OR FALSIFY ANY PORTION OF THIS APPLICATION OR ATTACHED DOCUMENTS.	
I hereby consent for the duration of the permit term to inspection and search by an enforcement officer, without a warrant or other process, of my licensed premise and vehicles to determine compliance with the provisions of IC 7.1.	
NOTE: The applicant MUST sign this application unless the proper Power of Attorney forms are attached to this application.	
Signature of applicant 	Date signed (month, day, year) 1 - 14 - 16
Printed name of applicant Timothy E. Ash	Title of applicant Member Manager

STEP 9. SIGNATURE OF PREPARER (If applicable)	
I certify that I have examined this application and the accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.	
Signature of preparer	Date signed (month, day, year)
Printed name of preparer Andrew D. Boxberger, Esq.	Telephone number (260) 423-9411

STEP 10. FEES	
Please remit business, certified checks, or money order. Application will not be processed without payment.	
One-way (beer only) =	\$500
Two-way (beer and wine only) =	\$750
Three-way (beer, wine, and liquor =	\$1,000
Except Fraternal Clubs =	\$250
Catering =	\$150
Transfer of Permit =	\$250 each transfer type
MAIL TO: INDIANA ALCOHOL AND TOBACCO COMMISSION 302 West Washington Street, Room E114 Indianapolis, IN 46204 Website: http://www.IN.gov/ato	

The Golden

Business Plan

Owners: Sean Richardson and Aaron Butts

(Tim Ash)

I. Table of Contents

Executive Summary	3-4
General Description	5-6
Products and Services	7
Marketing Plan	8-10
Products	11
Customers	12
Competition	13-16
Strategy	17-20
Operational Plan	21-24
Management and Organization	25

II. Executive Summary

The name, The Golden, was decided upon as being a state of mind. The Golden wants to be the best, strive to be better, and to provide the best that the restaurant industry has to offer to its guests. The Golden is a unique dining experience offering the best quality food using the best ingredients available in Northeast Indiana. Owners Aaron Butts and Sean Richardson have an extensive background in the culinary arts and a wide knowledge of spirits and they are looking to create a new standard for food and drink in Fort Wayne, not just through new and interesting items, but through the way of preparing these items.

Guests will be able to walk through the doors of The Golden and see professionals practicing their craft within arm's reach. Customers will instantly be greeted with the intrigue of products never seen before, never even heard of before by Sean or Aaron that they became entranced with on trips to larger cities like Chicago, Charleston, and Indianapolis - products that cannot be found in their own city, a city whose culinary scene they have been a part of for over 20 years. The Golden was created to bring these products and these techniques to Northeast Indiana and especially their hometown of Fort Wayne.

Aaron and Sean have made it their mission to have a place they can call their own, in their own city, which will rival competition in larger cities. The products they are offering are creative, chef driven meals and cocktails. While focusing on a culinary experience unlike any other in the region, they will also be mixing cocktails with ingredients from all over the world, liquors, modifiers, aperitifs, digestifs that have been around for years. They will be using homemade ingredients and infusions such as orange-chipotle tequila and aromatic bitters as additions in their cocktails to make The Golden's menu and truly one of a kind venture.

Both Aaron and Sean have been part of numerous food menu creations at different establishments in the Fort Wayne area. Both are extremely versed in flavor combinations and the use of nearly every ingredient. The knowledge of food preparation paired with great relationships with local farmers and food purveyors equals a food menu that customers in Fort Wayne have never had in their own city. The Golden wants to put Fort Wayne on the map as a destination for people who love to eat and drink. By raising the standards of food and drink in the city The Golden hopes to create a community of great restaurants that can rival other cities.

The Golden wants to be part of an emerging restaurant and craft cocktail market. The future for The Golden is bright, profitable, and long lasting. One thing people cannot get enough of is good food and drink and in the end, as long as it is prepared with care and proper technique, the customer always comes back for more.

III. General Company Description

The Golden is a restaurant/bar. We will be focusing our energy on creating a revolving, creative and chef-driven experience. We will be offering small shared plates of food, made from scratch using ingredients sourced as locally as possible, with a stress put on local, humanely raised meats from the many great farms surrounding the Fort Wayne area.

Our mission statement is to offer a food and drink experience that has not yet been introduced to the city of Fort Wayne at a price that is competitive and affordable and an atmosphere that is unique and offers a feel of a bigger city.

The Golden's goals can be mapped in two categories; short term and long term. Our short term goal is to manage one successful location that not only people in Fort Wayne will be interested in coming to, but that will also peak the interest in people outside of the city and outside of the state. The Golden will strive to make a splash in the growing scene that is bustling in bigger cities and have the highest marks in customer service and quality of products. Another short-term goal is to start service to weddings and other special events. Long-term goals include opening one to two more locations in Fort Wayne and eventually branch out to other cities such as Indianapolis. Other long-term goals include turning The Golden into a destination spot for foodie travelers and being nominated for a James Beard Award for food and/or drink. Financially the Golden hopes to earn around \$1,000,000 net profit our first year.

The most important part about business is taking the necessary time to correctly execute every step in creating food or drink in order to produce the highest quality product. Through their experience and knowledge of working in the industry for a combined 20 years Aaron and Sean know how the products at the top echelon of restaurants/bars should be cooked, created, shaken, stirred, and presented. It is important that The Golden does not cut corners and takes all the necessary steps to be viewed as a company with integrity, who uses products that are sustainable, humanely raised, and local to our market. The Golden will help to start making Fort Wayne and the Midwest part of a bigger picture, one with a growing fascination for better food and better drink.

Our product will be marketed to everyone who enjoys food and drink and for those who understand and who may not yet understand that high quality comes with a little higher price and a little more time, but that the flavor profile of a correctly executed

dish and or drink is more important than serving size, or cheap prices. For those who do not understand this philosophy, The Golden will work to show this growing market to those in Fort Wayne who are not aware of it.

The Golden's most important company strengths will be the two owners, Aaron and Sean's combined 20 plus years in the service industry as chefs. Their skills as chefs will be reflected in their recipes and the way they approach drinks. They believe that by approaching the business as chefs first, they will be able to offer a new sort of experience to the industry that other proprietors who lack food experience, such as a deep grasp of flavor profiles, will never be able to imitate. By having a chef background first, as opposed to a past in bartending, they are already ahead of the competition as far as what unique flavor profile we will be able to bring to food and drinks. However, with that said, The Golden will also focus on featuring classic, proven drink recipes created the correct way. Not only are Aaron and Sean both accomplished chefs, but they have quickly gained exclusive knowledge to craft cocktails by attending and graduating The Academy of Fine Service and Spirits offered in Indianapolis, Indiana. Along with the credited education both owners of The Golden have already broken into larger foodie scenes such as Indianapolis.

IV. Products and Services

The Golden will provide a menu to the market that will redefine the way people dine out in Fort Wayne and will be right on par with the best bar/restaurants in the country. By offering a wide variety of small plates the menu will be geared towards individuals, couples, and/or small groups being able to try many different menu items in one sitting. The service staff at The Golden will encourage and educate guests how to dine this way, trying more options by ordering a few things and sharing with the rest of table, or simply grazing through menu options on your own. This philosophy will be moving away from the classic; appetizer, soup/salad, entrée, desert format so widely recognized in restaurants familiar in our market. The Golden will also feature menu options that are popular in larger foodie cities, but not yet available in Fort Wayne, such as a charcuterie board with an array of in house cured meats.

The drinks that The Golden will be offering are craft cocktails. The term "craft" has gotten kind of blurred over the past few years, but to The Golden the term means creating a recipe from scratch using quality spirits, the freshest ingredients available, and techniques that are the at the top of the industry standard. The Golden will offer completely original drinks that will include many different in house flavor infusions, bitter, syrups, and local ingredients when they are available. In addition to the original recipes The Golden will also focus on creating classic, proven recipes, such as a daiquiri, in the way it is to be made, using carefully selected spirits that work in unison with whatever drink is being made. The Golden will stress the importance of seeking out companies and products that have not yet been introduced to the Fort Wayne market as additions in our drinks and food.

The factors that give The Golden a competitive advantage is the knowledge of flavors and how they can be applied to make original, creative, and chef inspired. In addition to the original recipes both owners have had the advantage of traveling around the state and making connections with established venues that have been educated on the correct ways to make classic drinks. The Golden will bring the philosophy that restaurateurs in bigger cities have and apply that to the scene in Fort Wayne. By doing this The Golden will be steps ahead of the industry standard in Fort Wayne and hope to create a new industry standard by bringing this movement to Fort Wayne.

Pricing structures for our products will be based around a 30-35% food and liquor cost.

V. Marketing Plan

The Golden's marketing plan started with a working venture. Early in the creation of The Golden both owners thought it wise to hold "pop-up" bar events in the city. These events were modeled after many popular events held in bigger cities such as Chicago, but instead of serving food, The Golden focused on serving their unique, craft cocktails. The goal of these events was to gauge the interest of Fort Wayne's population in craft cocktail aspect of The Golden with the hopes of evolving into a full service restaurant and the results have been overwhelming. The first two events were ticket only events allowing a sold out crowd of 120 to the first and 80 to the second. An example of the success of the events and the interest in The Golden in the market is the second event held at Dreammakers Exotic Car Shop. The event sold out with only 10 days of promoting. The event sold out at 80 guests. The total amount of money made from drink sales was \$1500 dollars. Through talking to the public after these events and tracking action through social media in forms of positive ratings and a growing fan base on sights such as Facebook, it is apparent that the market is in need of what The Golden has to offer. Local writers and bloggers have also featured the Golden on more than one occasion. All of this is proof of the interest in what The Golden has to offer to the market.

Economics

- Total Local Market size: 255,000
- The demand in the market is gaining momentum towards locally sourced ingredients and craft cocktail programs. Old establishments such as The Green Frog and Flat Top Grill are now offering craft cocktail menus at the bar. While these menus are limited and very green in terms of knowledge of products and drinks being offered, it still shows that customers want craft cocktails. The growing demand for craft cocktails in the Fort Wayne market can be furthered proved by the brand new establishment, Scotty's Brewhouse, highlighting a craft cocktail section on their menu.
- The Fort Wayne market is not very trendy when it comes to food and beverage programs. The food in Fort Wayne is pretty much the same across the board in fine dining and not much is offered in the area of the small plate sharing philosophy type of restaurant The Golden is looking to offer. In addition to that, even with the recent surgance of craft cocktail programs to some of the bars in Fort Wayne, the lack of knowledge and technique is apparent in the menus and

when watching the bartenders work. Although what The Golden is looking to offer has not yet started in Fort Wayne, the style of food and Drink that is going to be offered is the industry standard and norm in bigger cities. Restaurants across the country, being featured in publications such as Bon Appetite and Tasting Table are all based around smaller plates, locally sourced, humanely raised ingredients, and an extensive craft cocktail program.

- The Golden will have tons of potential to grow in the Fort Wayne area. Fort Wayne is a very spread out demographic and it is a goal to captivate the entire city by starting downtown and eventually branching to northern Fort Wayne. Our product should be unique enough to draw the people in the northern part of Fort Wayne to downtown, but the entire Fort Wayne market should be large enough to someday support two locations. In addition to storefronts, The Golden will continue to promote catering weddings and other special events with a mobile craft cocktail set up.
- The two biggest barriers The Golden will face as a company are customer acceptance in the target market of Fort Wayne and training new staff. Customer acceptance will take time because the market of diners/ drinkers in the city will have to be "taught" how to eat and drink new products to the market. Training will be a barrier because of the certain techniques and ways to make food and drinks that will be expected at The Golden. There are certain bartending techniques that are the industry norm, such as using a mixing spoon to correctly twirl a drink in a crystal mixing glass, that are not practiced in Fort Wayne. These are techniques that are standard practice in larger markets, but have not yet been introduced to Fort Wayne. Considering the staff will be hired from the Fort Wayne market it will take time to teach future employees of The Golden about certain spirits and how to make drinks the correct and classic way. This goes for both the bartenders and servers, who will both be held to the standard of being educated about what they are selling and why they are selling it.

Both of these barriers can and will be overcome. Through extensive marketing through local media outlets and social media, paired with the presence The Golden has already created through pop-up events, people will be excited to come to The Golden. Once people come to The Golden and try what is offered they will come back for more. This can be proven by the success of the multiple pop-up events The Golden has already achieved and by the success of Aaron Butts as a James Beard nominated chef. It is clear that Fort Wayne enjoys the

food and drinks that The Golden has to offer, so the barrier of customer acceptance has already started to come down and The Golden has a great platform to start from. Problems in employee training can be overcome by attracting smart, talented, and motivated people to a business that is offering new opportunities to the restaurant/ bar staff in Fort Wayne. The goals and aspirations of both owners will allure motivated and creative individuals to apply for employment at The Golden. Once a motivated staff has been selected the training process will be intense and never ending. Constant staff tastings and discussions will be part of the training process as well as extensive information over the drinks on the current menu. The staff at The Golden will be expected to know about the products they are selling and with the knowledge of Aaron and Sean, the training process should be enough to get the right staff on the right level.

The two largest outside factors that could affect the operations of The Golden are changes in the Economy and changes in the industry. Changes in the economy are hard to predict, but if the economy gets worse that could hurt our business because our price point will be a bit higher than that of our competition. However we do not see the economic landscape getting any worse and if it does The Golden is confident in making the correct price changes and menu changes to stay competitive in the market. Changes in the industry should work in the favor of The Golden. Through connections and experience in the industry both Aaron and Sean should be knowledgeable about industry trends before the rest of the market. Both feel confident in staying up to date with the trends in the industry and being able to correctly execute the trend.

Product

Features and Benefits

While offering a unique culinary experience, the Golden will also be based around is craft cocktails. The most important features of The Golden's experience will be originality and quality. As of this time there is absolutely no business in the Fort Wayne market offering food and drinks of this quality made in the manner that they are made. The knowledge of the industry from both Aaron and Sean will enable the owners to introduce many new ingredients in the food and drink industry to the people in Fort Wayne. Once The Golden grows out of the Fort Wayne market the same industry standards that are practiced by the rest of the country will be practiced by The Golden making The Golden immediately competitive in any major market. The Golden

hopes to bring regional and national attention to Fort Wayne by setting a new industry standard and creating things that foodies all over the country can become excited about.

The number one benefit of The Golden's product is to serve as a gateway into a growing industry that has not yet, before The Golden, made its way into Fort Wayne. Consumers will have access to many new ingredients that they may have never seen before which builds awareness of great products that are available not only in Indiana, but the entire Midwest as well as the whole country. The Golden will serve as a starting point to get Fort Wayne and Indiana on the map in the growing industry of craft cocktails and professional bartending. This benefits not only consumers in Fort Wayne, but also the entire city by drawing people to come to downtown, spend money, and discover the great things downtown Fort Wayne has to offer. The Golden will also be offering the customer a new way to view a restaurant experience by using standard practices that are used in bigger cities but have not yet been adopted by bartenders in Fort Wayne. These practices will also benefit the entire restaurant community in Fort Wayne by sparking interest in a new way to prepare food and make drinks that will hopefully spawn new-original programs throughout the city.

The Golden will be take steps to immediately follow up on making sure the expectation of the product was reached after ordering and if it has not the staff will quickly fix the problem. With the skills that Aaron and Sean will be passing down to their staff, every member will have the knowledge to quickly make decisions on a specific recipe and tailor it to specific consumers depending on likes and dislikes.

Customers

The Golden's major customer demographic is going to cover a wide age range between 21 years old to 60 years old, although the restaurant will be open to all ages. We feel like we will be offering a product new and trendy enough to peak the interest of younger restaurant goers, but also a product that is classy and mature enough that older more seasoned and sophisticated restaurant goers will be interested in. We feel like the creative original recipes will cater more to the younger crowd while the perfectly executed classic, proven recipes will cater to an older crowd.

Both male and female customer will feel more than comfortable at The Golden. The major demographic will come from the population who already visits downtown Fort Wayne for meals or drinks, The Golden will quickly become downtown Fort Wayne's new destination spot for food and drink. In the future we know that our demographic will reach into the other areas of Fort Wayne, such as the northern areas who may not

have had a reason to go to downtown until now. Looking even further than just Fort Wayne The Golden hopes to gain momentum in the entire region and become a destination spot for travelers from Indianapolis and Chicago.

The Golden hopes to offer a product that is sophisticated enough for wealthy, higher-class society to enjoy, but at a price point that younger, middle class society can enjoy too. By offering smaller plates, The Golden will be able to keep the price point of food lower than what might be expected if ordering oysters on the half shell at another Fort Wayne establishment. The food menu will also offer options that are just as delicious and interesting for diners to eat that may use less expensive cuts of meat or ingredients so a less wealthy consumer can enjoy the products offered. The drink prices will be reasonable for the market, but consumers will feel like they are getting everything they paid for when they are able to witness the time and craft that goes into making every drink. Other cheaper options, such as domestic beers and draught beers will also be offered for those who are not inclined to spend \$8-\$10 on one drink, but still want to enjoy the atmosphere The Golden has to offer.

One other smaller demographic The Golden hopes to take hold of is people who work in the industry. The Golden wants to offer drink and food deal to the industry at cheaper prices and later hours so the rest of the cooks, chefs, servers, and bartenders in Fort Wayne and surrounding areas can see how things are being done at The Golden and to start to create a community among all the industry workers in the area.

Competition

The Golden's main competition will be other restaurants and bars in Fort Wayne. The major competitors will be Club Soda, Chops Wine Bar, JK O'Donnell's, Dash-In, Henry's, and Main Street Bistro. All of these locations will be competing with The Golden across the board since they are in exactly the same industry and business that we are in, selling food and drinks.

One way that we see The Golden's products and services will compare to the competition is the fact that both be considered restaurants and/or bars selling food and drink in a casual atmosphere to the same demographic. Another way will be in cost of products, although the quality and value in The Golden's products will be noticed when put up to an option from our competitors at an equal or slightly cheaper food or drink option.

The table below was created to compare The Golden's strength and weaknesses with that of one of our major competitors JK O'Donnel's.

Table 1: Competitive Analysis

Factor	The Golden	Strength	Weakness	JK O'Donnel's	Importance to Customer
Products	We will be offering the very best in spirits and other ingredients that are involved in our drinks. No corners will be cut in the preparation of products.	X		Not going to be digging as deep as we will be to find interesting new products for the market	Diversity of product is very important to the customer and it can be a deciding factor as to whether or not a customer returns.
Price	Our prices may be a little higher than the norm in our market because of the high quality products we want to be known for.		X	Prices may be a little lower than ours and at first that could cause a problem.	Prices are important to the customer, but most people understand that higher quality products come at a little higher price.
Quality	Quality will be our very best asset and will be the building block for ensuring consumers return again and again.	X		We have both worked in restaurant similar to the kinds we believe will be our competition so we know the standard they have set and we will aim higher.	The model for quality has been proven over and over again and it proves that people pay attention to quality service, food, and drink.
Selection	Our selection will be constantly rotating. New menus for both cocktails and food will be in constant rotation in accordance to what ingredients are being used in what season.	X		Most bars and restaurants in Fort Wayne use all the same ingredients, proteins, and are often very similar in menu items. We will be bringing a completely fresh perspective to food and drink.	This is something that may not seem important to the customer in Fort Wayne as of now, but we are hoping to change that by giving the customer a selection of food and drink that are far better than what is available.
Service	With a combined 20 years in the industry we are very keen as to what good service should provide.	X		Service is normally pretty sound at most Fort Wayne establishments.	Service is often a deciding factor as to whether or not a customer visits again, it is very important.
Reliability	Aaron Butts has worked his way up to Executive Chef of one of the best fine dining restaurants in the	X			Customer like to have reliable employees so they know people when they come in for a drinks.

Factor	The Golden	Strength	Weakness	JK O'Donnel's	Importance to Customer
	Midwest and has held that job for 15 years. Sean Richardson has a great employment background and has earned accolades such as a bachelor degree that prove he can be relied on to finish a job.				
Stability	Stability may be an issue since we are two brand new business owners. There will be some bumps in the road.		X		
Expertise	We have taken it very serious to become experts on our craft. We would not even be considering opening a spot if we did not think that our knowledge was worthy of an independent endeavor.	X			Customers have shown that they like to receive products from people who have a passion and a knowledge about their craft.
Company Reputation	Through many private events we have been building a company reputation that is good.	X		Both places have created a good reputation in the city.	Having good words put into your business to a future customer can make a big difference.
Location	The opportunity to be in the brand new Ash building that is being constructed downtown gives our location a great advantage. Our location is going to be one of our strongest areas.	X		Both places have great locations.	Location is always an important factor to customers.
Appearance	By creating a space from scratch we are going to be able to design our area	X	Places in Fort Wayne seem a bit outdated.	Places in Fort Wayne seem outdated and old.	Keeping up on a clean, inviting, and cool space are important to the

Factor	The Golden	Strength	Weakness	JK O'Donnel's		Importance to Customer
	exactly how we want it to look. Buy having professionals help us with interior design we plan on bringing that big city bar feel into Fort Wayne.					customer.
Sales Method						
Credit Policies						
Advertising	Between online advertising, word of mouth, and local news outlets we will have the word spread to nearly everyone in Fort Wayne.	X	Most local businesses do not have a trendy, hip social media presence.			Advertising is extremely important to separating your business from other businesses. The customer needs to know what it is that his or her favorite place is doing.
Image	Our image will be that of the place in town where young and old people can come and enjoy products from two guys who really appreciate the craft of bartending. We are looking to make bartending fun and exciting in our town as it is in other cities.	X				

The Golden's competitive advantage is going to be superior products and service along with the knowledge of how to offer Fort Wayne something new and exciting with food and drink. Between the both Aaron and Sean they have experienced every facet of what Fort Wayne has to offer in the food and beverage industry. They have also had the opportunity to travel around the country and more specifically to close Midwest markets such as Chicago and Indianapolis and experience what new and on the edge food and drink is being offered in those markets. With that said, one of The Golden's disadvantages may be offering something completely new to consumers in Fort Wayne. Price and unfamiliarity with the products could be a disadvantage, but being aware of

that problem in our market will allow The Golden to take even more initiative to educate consumers and show them a whole new world into a dining and bar scene that is completely new, but accessible and unique as well.

Niche

Our niche in the market is going to be a unique culinary experience and the fact that two chefs are turning bartenders and creating craft cocktails. The culinary training will give The Golden a unique approach to creating brand new craft cocktail recipes by using techniques and skills learned in the kitchen, such as an excellent grasp of mise en place and translating them to the bar. In addition to the original recipes, classic drink recipes and will be prepared in the manner that is the basic standard in larger cities that have already cultivated a craft cocktail culture.

Strategy

Promotion

The Golden will have a huge social media presence. In today's day and age social media is almost the "go to" to find out what is happening in a given city on what given night. Both owners are extremely capable of creating and maintaining a positive and alluring social media presence. In addition to the social media presence The Golden has already created relationships with journalist and bloggers who are excited and interested in what is happening with the business. These connections will be used in further advertisement and promotion for The Golden. Perhaps the best source of promotion has been word of mouth spawned from the success of our "pop-up" events.

As stated above The Golden will have a strong social media presence, constantly updating social media followers with any news on business endeavors, new drinks and dishes being offered, as well as anything else that would seem to spark interest in the business. The Golden has a relationship with the owner of the new building that will be the permanent location and he has offered his assistance in getting The Golden hooked up with any media coverage Tim Ash has already had with his construction of the building that will be housing the bar. Promoting from the internet and written media is a good mix because the business can frequently update the people who are tech savvy and have showed an interest in The Golden and those who do not have social media who will start to gain interest in our business by seeing our name in newspapers and/or on television.

Updates on social media, which are basically free, are going to be great low cost advertising that is sure to get people excited for the opening. There will be a little higher advertising rate in the budget for advertising in newspapers and local magazines. Luckily the best form of advertising, word of mouth, is 100% free.

The Golden has already started the best form of advertising by hosting the "pop-up" events in the Fort Wayne market. The events have given consumers a direct experience in to what The Golden is going to bring to the market. Word of mouth is a very important form of advertising and by having consumers at the "pop-up" bars in random locations on any given night gives them lots to talk about.

The Golden wants to project an image of a professional establishment full of creative individuals who are seeking a lifestyle that is outside of the norm, but extremely rewarding. The entire staff will project the image that the job they are working is important and they have learned how to do it the best way possible. Just as people go to a higher quality restaurant to have a certain chef prepare a meal for them, we want people to come to The Golden to have bartenders make them a drink in a way that cannot be duplicated in Fort Wayne. The staff at The Golden will be educated about food and drink and experienced in working with it.

The Golden has already formed a relationship with a graphic designer who has taken care of logo design. The logo can already be found on menus, t-shirts, and stickers. Interior design will be taken care of by professionals who specialize in design. This will be fixed into the budget because it is important with what we are striving to do that the inside of the building is just as, if not better than the products that are being served.

Promotional Budget

The start-up promotional budget for The Golden is going to be pretty minimal. Our most effective source of promoting is going to be free social media updates as well as local magazine and bloggers spreading the word. Ongoing promotional budget will be very minimal as well. The Golden feels like word of mouth and social media are very powerful ways of drawing people into an establishment and both of those forms of promotion are basically free.

Pricing

The Golden will be careful not to price things way over the market standard, but the products being offered will be more than satisfying enough so that consumers do not

feel like they are not getting value out of whatever they are spending compared to our competitors. Most of the food and drink items offered at The Golden will be completely unique to the location, so consumers will understand paying a bit higher prices for the craft, time, and technique that goes into preparing the food and drink.

The prices may be a bit higher because of the locally sourced, humanely raised ingredients that are being used for food. The drinks will be prepared and priced around what is the industry standard in other cities, but priced fairly to draw in the Fort Wayne market.

Once the consumer receives the products offered at The Golden price will become less of an issue if even an issue at all. Prices will be competitive, but as stated above, with the level of quality that will be produced in our products consumers will feel like they are getting a deal compared to what the competitors are offering for the prices they are using. As stated numerous times throughout this business plan The Golden planning on bringing the standard that has been set in bigger cities to the smaller market in Fort Wayne. As it would seem this would come at a much higher price, the reality is that bigger market food and drink can be done with an affordable price tag. Both owners know how food and drink is being made in bigger markets and also have a grasp on what people are willing to spend in the Fort Wayne market and this knowledge will give The Golden a competitive edge.

Proposed Location

The Golden's location is going to be an important part of marketing the business to customers. The Golden hopes to kick start a revival of great bars and restaurants in downtown Fort Wayne, IN. With great locations already established, The Golden hope to be part of that community, but also take that community to the next level. The location is important to customers because the hope is that the space transports people to bigger markets that they may not have had the chance to visit and will get those same big city experiences in Fort Wayne, or for those who are seasoned travelers will get the satisfaction of having a place they can call their own in the city they live in. The focus with the product and location is to have a place in the smaller market of Fort Wayne that can easily rival with bigger markets.

The location is downtown, so parking may be limited. However, the location will be connected with a fairly large business, so parking may free up once the employees have left the office. The interior space will be designed for comfort, warmth, and give the feeling of a spot you want to revisit and spend time. The ultimate goal of the interior of

the space is to be a place you come for one drink and end up staying. Fort Wayne is a very spread out market, but the more and more additions to downtown will make it an area that people want to visit regularly and hopefully The Golden will be right in the mix.

From what The Golden has experienced in the short time as a pop-up location, customers want what The Golden has to offer and the surface has hardly even been broken with the things Aaron and Sean are capable of doing with food and drink. With the short reputation that Aaron and Sean have built as bartenders and the long reputation that Aaron has built as a chef, customers will be expecting great things from all areas of The Golden and that is exactly what they will be getting.

Where is the competition located? Is it better for you to be near them (like car dealers or fast food restaurants) or distant (like convenience food stores)?

There will be competition located all around The Golden's location. This is not a drawback; the hope is to work with other businesses downtown to bring people downtown whom normally wouldn't visit. In other cities it is possible to have a community of bars and restaurants who work together to promote one another and help each other out, this is dream for Fort Wayne. However, everyone will be competing for sales, but with the products being offered at The Golden at the quality they are being offered, sales competition should not be an issue.

VI. Operational Plan

Explain the daily operation of the business, its location, equipment, people, processes, and surrounding environment.

Production

All of the products sold at The Golden will be produced in the proposed location. Production techniques for food and drink are standard in the industry. All food production will take place in the kitchen using all the necessary equipment to prepare dishes. All drinks will be prepared in the bar area using all the necessary equipment and techniques that are the standard in the industry. Quality control will be a daily endeavor at The Golden. Before any dish or drink is sent to a customer it will be tasted to make sure the correct flavor has been achieved. All food ingredients will constantly be scrutinized to make sure the ingredient is fresh enough to be used in a dish. As is the standard in the industry, any precooked ingredient or premade syrup for drinks will be labeled and dated to make sure nothing is kept over its shelf life.

Customer service will be a top priority to all staff at The Golden. If there is a problem with any customer, their needs will be attended to and the staff will make every effort to fix what is wrong. As stated early, the staff will have the food and drink knowledge to be able to work on the spot and change what needs to be changed to cater to each person's palette.

Each month kitchen and bar staff will be expected to get an in depth count of inventory so The Golden knows exactly where it stands with inventory month to month. This is a practice that has been initiated time and time again by both Aaron and Sean because of their time spent in the restaurant industry. Inventory has been one of Aaron's main duties since he became an executive chef 13 years ago.

Product development will take place nearly every day as the bar staff and kitchen staff will be encouraged to try new things and present them for consideration to an updated menu. These new creations will go through rigorous taste tests and small to large changes before they are able to make an appearance on the menu.

Location

The physical requirements for The Golden's location are going to be a 2,500 square foot building with room for a long bar rail, communal table, four top tables, private business/banquet room, and a main office.

Hours

Currently, the hours of operation for The Golden are scheduled to be:

- Lunch 11-2 Tuesday-Friday
- Dinner 5-10 Tuesday-Saturday
- Brunch 9-3 Sunday

Legal Environment

Describe the following:

- Licensing and bonding requirements
- Permits
- Health, workplace, or environmental regulations
- Special regulations covering your industry or profession
- Zoning or building code requirements
- Insurance coverage
- Trademarks, copyrights, or patents (pending, existing, or purchased)

Personnel

The Golden will have 13 employees not including the two owners who will also be working in the bar. The Golden will employ 3 part time bartenders, 4 part time servers, 2 part time dishwashers, and three full time cooks, one who will be executive/kitchen manager. Finding the right employees for The Golden will start with hiring help who Sean and Aaron have either already worked with, such as in previous kitchen jobs, and/or staff that both are familiar with and know have a good reputation. What The Golden will be most interested in when it comes to hiring employees is the anticipation to learn, a positive attitude, and an understanding of what the goals are of The Golden. These employees could come from Fort Wayne, but could also be hired from outside markets such as Indianapolis. Industry standard will be followed when paying employees. The head chef in the kitchen will be earning the most money, as he or she will have the most responsibilities. The two other full time cooks will be earning the same hourly, with opportunity for raises. At first all bar staff will be making the same

amount of money hourly, until the owners feel like one bartender is capable of leading and then further opportunities will be discussed, such as bar manager. Until that moment Aaron and Sean will be bar managers/head bartenders. Servers will all be making the same amount hourly. Dishwashers will be hired in at state mandated minimum wage. Someone to handle front of house management, accounting, and human resources will also be hired in on salary.

Training methods will be in depth and concise. There is a certain standard that Aaron and Sean are going to expect from all staff and extensive training is going to be the only way to achieve that. Study material will be provided to staff on all food and drink items that may be unknown by staff. Numerous tasting sessions for all staff will take place so everyone has familiarity with the products. In the bar/restaurant industry being able to talk about the products one is selling is extremely important. The only way to introduce the new products to the Fort Wayne market is going to be educating them on why they should be drinking or eating one thing over another. It will be required that every server/bartender have extensive knowledge of both bar and kitchen menus. Another important aspect to training staff is to make sure that every employee is buying into the standards and the ultimate goal of being a destination spot for the country. If every staff members believes that they are part of something great than the entire moral of the staff will be higher. This attitude will be achieved by training staff on skills they never knew that they were capable of and giving them knowledge about the industry they could have never learned working at our competitors.

Inventory

The Golden's inventory will include raw materials, such as meat and seafood, dry goods, such as Arborio rice and olive oil, and all of our liquor/beer. Our opening food inventory is priced around \$3000 and our opening alcohol inventory is priced at \$4000. Both of these figures are subject to changes with availability, seasonality of ingredients at the time of opening, and of course price fluctuations in the market. Opening inventory alcohol ordering will take place two to three weeks in advance of opening. Once the business is running alcohol ordering takes place once a week, day depending on which vendor is being used. The vendor being used for food also has a lot to do with what days an order goes in and how often orders are received. For example, produce can be ordered daily from Piazza Produce based out of Indianapolis, while a meat order placed with Gunthorp Farms from Lagrange, Indiana is made once a week and arrives once a week.

Suppliers

Some key suppliers to The Golden will include but are not limited to the following:

Piazza Produce, Gunthorp Farms, Seven Sons, Hawkins Farm, Five Star, AALCO, Southern Wine and Spirits

Aaron and Sean have a working relationship with all suppliers listed above and all have proven to be reliable in the past. Supply cost will fluctuate a little depending on which items are on both the drink and food menus. These fluctuations are dealt with by changing prices on the menu to fit the price of the ingredients brought in to make a certain food cost percentage, which is currently set at 38%.

VII. Management and Organization

Both Aaron Butts and Sean Richardson who have 20 years combined experience in the restaurant industry will manage The Golden. In the first year to three years of operation both Aaron and Sean will be in charge of day-to-day operations. Aaron has been in charge of day-to-day operation of a successful fine dining restaurant for the past 13 years. Both have extensive experience in ordering and supplier relationships. Until a time is reached that a staff member is capable of taking over day-to-day operations and being promoted to kitchen and/or bar manager, Aaron and Sean will be in charge of those duties.

The Golden's management hierarchy will be extremely simple. Full time cooks will answer to the executive chef/kitchen manager and the executive chef/kitchen manager will answer to Aaron and Sean. A salaried front of house manager will be in charge of a head server who will be in charge of the rest of the servers. The kitchen manager and head server will be responsible for maintaining the standards set forth for his or her respected area. Should the standard show signs of decreasing that is when Aaron and or Sean will step in to reinforce the values, standards, and goals of The Golden.

Professional and Advisory Support

The Golden has created a strong relationship with a working attorney to be called upon if ever needed. The Golden will also hire a salaried front of house manager who will deal with day-to-day operation as well as The Golden's accounting.

Sean Richardson

1935 Emerson Avenue, Fort Wayne, IN, 46805
Phone: 2604094764 E-Mail: seangordonr@gmail.com

Experience

Joseph Decuis

August 2012 – December 2015

- Sous Chef
- In charge of prepping, service, and closing duties when Executive chef was gone
- Managed a staff of 5 – 7 cooks depending on how busy the night was.

Oyster Bar

August 2007 – August 2012

- Cook
- Created daily specials to utilize all ingredients in the restaurant.
- Had nightly cleaning and closing duties, as well as opening duties when my scheduled called for it.

Education

IPFW

August 2007 – August 2012

Bachelor's degree with a major in English Writing and a minor in sociology, with a 3.8 GPA

Associate's degree in general studies.

North Manchester Junior Senior High School

Core 40 Diploma

August 2003 – August 2007

Skills

I am able to work virtually every position during a busy kitchen service including sauté, grill, deep fryer, cold salad and appetizer, and French top. I have spent a month in France learning the art of curing and aging meats the old – world way. I also spent a month working at Blue Hill at Stone Barns, which was voted as a top 50 restaurant in the world. I am able to effectively make use of various ingredients by putting them to work in a dish. I like to focus on eliminating waste by using every part of a certain ingredients as well as various ways of preserving ingredients such as pickling, fermenting, and or curing and ageing.

AARON K BUTTS

PROFILE

I have been working in professional kitchens for 22 years, working my way up from dishwasher to Executive chef. I specialize in fine dining cuisine and service. I have been nominated for the coveted James Beard award, Best Chef Great Lakes and have been invited to cook at the James Beard House in New York twice. I have fostered an ongoing relationship with local farmers and producers that share my philosophy of producing the best food out of the best ingredients available.

EXPERIENCE

EXECUTIVE CHEF, JOSEPH DECUIS; ROANOKE, IN 2000-2015

I was on the opening staff at Joseph Decuis. I was responsible for all aspects of the kitchen. Menu planning, hiring staff, ordering, inventory, staff training, catering and all special events. I had a hand in the gardening, planning and harvesting vegetables at our own farm. I handled all butchery of animals that were raised on our farm or brought in from local farmers. While at the restaurant, we maintained a four star rating from AAA for 12 straight years and continued to win Diner's Choice awards on Open Table. Under my leadership, Joseph Decuis has been regarded as the finest restaurant in Indiana.

EXECUTIVE CHEF, PAULA'S ON MAIN; FORT WAYNE IN 1998-2000

I was in charge of all aspects of the kitchen; ordering, hiring, inventory, staff training and menu planning. I also managed all the fresh fish for service and the retail market. I was also in charge of baking bread daily.

SOUS CHEF, CRYSTAL CATERING; INDIANAPOLIS, IN 1996-1998

I managed one of several kitchens operated by Crystal Catering. I supervised kitchen staff at in-house and off-premise events. I worked numerous high profile events such as the Indianapolis 500, RCA Tennis Championship and the NCAA Final Four.

HEAD CHEF/SOUS CHEF, MALLORY'S; FORT WAYNE, IN 1994-1996

I got my start at Mallory's. After a short stint washing dishes for Don Hall's Guesthouse I was promoted to work in the kitchen making salads and desserts for the hotel. Shortly there after I was promoted again to work in the fine dining restaurant, Mallory's. I was responsible for daily tasks including setting up my station, dessert prep and cooking on the line. Eventually, I was promoted to Head Chef.

EDUCATION

LEO HIGH SCHOOL, LEO, IN GRADUATED 1994

SKILLS

Over the years I have collected many awards and accolades. Here is a list of some of the more important ones.

Nominated for the James Beard Award, Best Chef Great Lakes 2012

Holds the Court of Master Sommeliers Certification

Graduated top of the class at the Academy of Fine Spirits and Service

Stagier at The Fat Duck, London, England 2008

HACCP certified

Serve Safe certified

**CITY OF FORT WAYNE
AGREEMENT
WITH THE GOLDEN FW, LLC
REGARDING AN APPLICATION FOR A RIVERFRONT LIQUOR LICENSE**

This Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by the City of Fort Wayne, Indiana (the "City") and The Golden FW, LLC ("Applicant") (the City and Applicant being collectively referred to herein as the "Parties"), regarding the establishment proposed at 898 South Harrison Street (proposed address), Fort Wayne, IN 46802. The Parties, in consideration of the mutual covenants, obligations and agreements set forth herein, agree as follows:

WHEREAS, Fort Wayne Common Council Ordinance R-105-15 (the "Ordinance") provides that all applicants seeking a Riverfront liquor license as described in Ind. Code 7.1-3-20-16 shall enter into a formal agreement with the City; and

WHEREAS, the Parties desire to enter into this Agreement to encourage: (a) downtown revitalization; (b) expansion and strengthening of the downtown dining landscape; and (c) riverfront development; and

WHEREAS, the Applicant will be investing in the development and construction of a dining establishment within the boundaries of the municipal riverfront development area;

NOW, THEREFORE, for and in consideration of the mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to establish the mutually contemplated and agreed upon requirements for initial and annual renewal recommendations for the Applicant's Riverfront liquor license.

2. **Definitions.**

a. The "Application" means the Downtown Dining District Liquor License Application, dated January 14, 2016, a copy of which is attached hereto as Exhibit 1 and incorporated hereby by reference.

b. "Permit" means the Applicant/Permit Holder's type 221-3 Riverfront Liquor License as issued by the Indiana Alcohol and Tobacco Commission.

c. "Effective Date" means the date on which the second of the Parties executes the Agreement.

3. **Term of the Agreement.** This Agreement shall commence on the Effective Date and shall continue until such time as the permit is lost, revoked, or not renewed.

4. **Responsibilities of Applicant.** Applicant has made certain representations and covenants to the City in the Application regarding the planned Permit premises, including the amount of private sector investment, and the type of establishment planned. Applicant represents and covenants that it will use its best efforts to continuously maintain in all material respects the following Eligibility Requirements and District Requirements:

Eligibility criteria:

- a. The focus of operation will be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.
- b. The establishment is not and will not convert to be a private club, nightclub, or adult entertainment venue.

District Requirements:

- a. Establishments receiving permits within the Downtown Dining District are required to achieve within thirty-six (36) calendar months following the date on which applicant's business is open to the public, and thereafter maintain, an annual ratio of non-liquor sales to total sales of at least 50%.
- b. The licensed establishment will be actively open for business and fully operational a minimum of 300 (three hundred) days per year, and a minimum of 5 (five) nights per week.
- c. The Applicant shall comply with all local and ATC application and renewal procedures.
- d. The Applicant shall contribute to the Economic Improvement District for the Downtown Area of the City of Fort Wayne ("Downtown Improvement District"), annual dues in the amount of Two Thousand Five Hundred Dollars (\$2500.00).

5. Reporting Obligations of Applicant.

- a. The Applicant shall submit to the City documentation of compliance including the following reports:
 - i. A revenue report indicating the total annual non-liquor and liquor sales.
 - ii. A report indicating the total number of days open during the last year, along with a schedule of current operating hours.
 - iii. Proof of payment to the Downtown Improvement District for the annual Downtown Dining Association dues.
- b. Annual compliance reports will be submitted to the City during the term of the agreement, no later than 90 days prior to the annual renewal date of the establishment's permit.
- c. Applicant agrees to provide supplemental and/or clarifying information and data which the City may request in writing after reviewing the information submitted by Applicant pursuant to sub paragraph a. of this Section 5, within fifteen (15) days following City's request.

Applicant shall certify under oath the accuracy of all information submitted to the City under this Section 5.

6. Non-Compliance: If the City determines in its sole discretion that the Applicant is not in compliance with the requirements of this Agreement in any material respect, the City may, following thirty (30) days written notice to Applicant which shall provide the Applicant an opportunity to explain the reasons for the noncompliance and the opportunity to cure, take any action the City deems appropriate, including the following steps:

- a. Termination of this Agreement

- b. Notice to the Indiana Alcohol and Tobacco Commission of non-compliance with the agreement, including a request for non-renewal of the Applicant's permit.
- c. A copy of the notice in Section 6 item b., above provided to the local ATC board and Excise office, requesting a recommendation to the state ATC office for non-renewal of the Applicant's permit.

Applicant hereby forever releases the City and the Downtown Improvement District, their directors, officers, employees, agents, representatives, departments and divisions, from any and all claims, demands, liabilities or causes of action of every kind and nature, whether now existing or hereafter arising, both known and unknown, which Applicant has or may have against the City or the Downtown Improvement District which is in any manner related to the termination of this Agreement by the City or the Applicant for any reason.

7. Notice to Parties. Any notice, statement or other communications sent to the City or the Applicant shall be sent to the following addresses, unless otherwise specifically advised.

To the City of Fort Wayne:

City Attorney – City of Fort Wayne
200 East Berry St., Suite 430
Fort Wayne, IN 46802
PH:
e-mail:

To AARON BUTTS:

898 S. HARRISON

Fort Wayne, IN 46802

PH: (260) 418-9111

e-mail: aaron@thegoldenfw.com

8. Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatory for the Applicant represents that he/she has been duly authorized by the Applicant to execute this Agreement and to bind the Applicant to each of the representations, covenants, and obligations of Applicant contained herein.

9. Amendment of this Agreement. This Agreement or any portion hereof may only be amended by a writing executed by the Parties.

10. **Assignability.** The Applicant shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be withheld at the City's discretion.

11. **Remedies not impaired.** No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

12. **Compliance with Laws.** The Applicant agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in Applicant's performance under this Agreement.

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Applicant shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Applicant affirms under the penalties of perjury that the Applicant does not knowingly employ an unauthorized alien. The Applicant affirms under the penalties of perjury that the Applicant has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Applicant agrees to provide documentation to the State of Indiana that the Applicant has enrolled and is participating in the E-Verify program. Additionally, the Applicant is not required to participate if the Applicant is self-employed and does not employ any employees. The City may terminate for default if the Applicant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

13. **Governing Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County, Indiana.

14. **Entire Agreement.** This Agreement, entered into of even date herewith, and any attachments hereto, contain the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter enclosed herein and contemplated hereby.

15. **Indemnification and Release.** The Applicant shall indemnify, defend and hold harmless the City and the Downtown Improvement District and their divisions, department, directors, officers, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, demands, charges, lawsuits, costs and expenses (including legal costs and attorney's fees) caused by or associated with any act or omission of the Applicant and/or any of its contractors, subcontractors, vendors, suppliers, employees, representatives, licensees, invitees and/or authorized agents in connection with (a) the design, development, construction, operation, management and control of the Facility and (b) any and all activities of every kind and nature which occur in, on or about the Facility. Neither the City nor the Downtown Improvement District shall provide any indemnification hereunder to the Applicant. The Applicant hereby forever releases Indemnitees and each of them from any and all claims, demands

and charges, of every kind and nature, both known and unknown, whether now existing or hereafter arising, that Applicant has or may at any time in the future have against Indemnitees, or any of them, under this Agreement. In no event shall the City or the Downtown Improvement District be liable for any direct, indirect, special, incidental, consequential or punitive damages, costs or expenses arising from any act or omission to act by any party relating in any manner to this Agreement, the Application "as amended" or the activities described herein or therein or contemplated hereby or thereby. The covenants contained in this Section 18 shall survive the expiration or termination of the Agreement for any reason.

16. **Severability**. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____
Mayor

Date: _____, 2016

By:  _____
Member

Date: 2-16, 2016

By:  _____
Member

Date: 2-16, 2016

By: _____

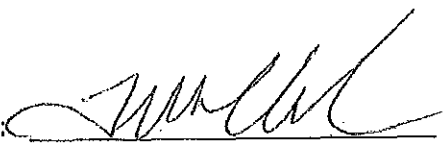
Date: _____, 2016

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____
Mayor

Date: _____, 2016

By: 
TIMOTHY ASH, MEMBER

Date: 2/10, 2016

By: _____

Date: _____, 2016

By: _____

Date: _____, 2016