



AUCTION OF FINE AND RARE SPIRITS

Tuesday, September 28th, 2021 ~ 7:00pm ET Live On The Web At bidlive.ackerwines.com

BIDDER REGISTRATION:

 To register for Internet bidding please email BIDLIVE@ACKERWINES.COM or Click Sign Up at www.AckerWines.com.

URL: bidlive.ackerwines.com

REGISTRATION: bidlive.ackerwines.com

877.ACKER.47

STORE LOCATION: Acker, Merrall & Condit Co.

160 West 72nd Street New York, NY 10023 Tel: 212.787.1700

Fax: 212.799.1984

SALE RESULTS: For prices realized, please check https://www.ackerwines.com/auction-archives/

ADDITIONAL ABSENTEE BID FORMS: Absentee Bid forms are located near the back of the catalogue.



BID LIVE OVER THE INTERNET DURING THE AUCTION

BEGINNING AT 7:00PM ET Tuesday, September 28th, 2021

TRADITIONAL ABSENTEE BIDDING WILL ALSO BE ACCEPTED

HOW DO I REGISTER?
EMAIL BIDLIVE@ACKERWINES.COM
AND WE WILL REGISTER YOU
OR JUST LET US KNOW.

You will receive an email informing you once you've been approved to bid at the auction

HOW DO I LOGIN AND BID LIVE ONLINE?

YOU MUST PRE-REGISTER TO BID LIVE OVER THE INTERNET EVEN IF YOU HAVE ALREADY REGISTERED WITH ACKERWINES.COM

IF YOU HAVE REGISTERED TO BID LIVE BEFORE, YOU WILL AUTOMATICALLY BE REGISTERED TO BID LIVE FOR EVERY SALE.

To login and bid live online, go to www.AckerWines.com/BidLive and login with your email address and password.

Once you're logged in, click the red 'Enter Auction' link for the sale, which will be active 1 hour prior to the start of each auction.

Then, just accept the auction terms and happy bidding!

If you experience difficulties logging in on the day of the auction please call 877.ACKER.47



Office Use Only

SINCE 1820

*Credit Card References must be included on this form.

NAME ADDRESS DAYTIME TELEPHONE FAX E-MAIL CREDIT CARD EXPIRATION SECURITY CODE # (CVV2 code is the 3 digit number on back of card) SIGNATURE

I understand that if my bid is successful, the purchase price payable will be the sum of the final bid, plus a premium of twenty-four and one half percent(24.5%) of the final bid, together with any applicable taxes required to be collected. Please charge all purchases to my credit card account if I do not remit payment by check or wire transfer within thirty (30) business days.

*Credit Card References must be included on this form.

Acker, Merrall & Condit Company ("AMC") is authorized to bid on these Lots up to the price listed in the "Bid/\$" column. All bids must be received by prior to the start of the auction. Credit card information must be included on this form.

AMC does not charge for this confidential bidding service with the understanding that any failure to exercise bids or error in doing so shall not be the responsibility of AMC or its staff.

Payment for successful bids must be forwarded upon receipt of invoice.

By bidding at auction, Buyer agrees that Buyer has read and agrees to the Buyer's Conditions of Sale Agreement in this catalogue and the instruments captioned (i) Bottle Description, and (ii) Absentee Bids published by AMC and in effect from time to time, and which are incorporated herein by reference as part of this Agreement, and Buyer agrees that the above shall become the legal, valid, and binding obligation of Buyer, enforceable in accordance with their

ABSENTEE BIDS

- Fine and Rare Spirits ~ Sale 21-3WS
- Tuesday, September 28th, 2021 at 7:00pm ET
- Please print clearly, and place bids in sequential order.
- We reserve the right to round any off-increment bid to the next highest increment, as outlined below.

21-3WS

Either/Or (Please Bracket)	Lot #	Bid in \$ (note increments)

BIDDING INCREMENTS 0-\$200 \$10 \$200-\$300 \$20 \$20, \$50, \$80 \$300-\$500 \$500-\$1000 \$50 \$1000-\$2000 \$100 \$2,000-\$3,000 \$200 \$3,000-\$5,000 \$200, \$500, \$800 \$5,000-\$10,000 \$500 \$10,000-\$20,000 \$1000 \$20,000-30,000 \$2000 ABOVE \$30,000 Auctioneer's Discretion

Bids are also accepted on our website at www.ackerauctions.com

*MUST BE SUBMITTED WITH ABSENTEE BIDS FORM ON PAGE 4 *

			Name:		
21-3WS			21-	21-3WS	
Either/Or (Please Bracket)	Lot #	Bid in \$ (note increments)	Either/Or (Please Bracket)	Lot #	Bid in \$ (note increments
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ce Use Only					_



LIVE ON THE WEB ~ BIDLIVE.ACKERWINES.COM LOTS~1-234 TUESDAY, SEPTEMBER 28TH, 2021 BEGINNING AT 7:00PM ET



LOT 1 LOT 2

1 Macallan - Edition No. 1

Single Malt Scotch Whisky.

Distilled and bottled by The Macallan Distillers Ltd. into the Edition Series No.1.
bn, 1x1 bottle ocb. 48%. ABV

1 bottle per lot \$2000-2800

2	Macallan - Edition No. 1				
	48% ABV, 1x1 bottle ogb	(1)			
	Macallan - Edition No. 2				
	48% ABV, 1x1 bottle ogb	(1)			
	Macallan - Edition No. 3				
	ts, Abv 48.3%, 1x1 bottle ocb	(1)			
	Macallan - Edition No. 4				
	Abv 48.4%, 1x1 bottle ocb	(1)			
	Macallan - Edition No. 5				
	48% ABV, 1x1 bottle ogb	(1)			
	Macallan - Edition No. 6				
	48% ABV, 1x1 bottle ogb	(1)			
	Above 6 bottles	per lot \$3200-4200			



3 Taketsuru - 25 Years

43% ABV, 1x1 700ml ogb

1 700ml per lot \$3200-4200

4 The Essence of Suntory - Clean Type

48% Abv, bottled in 2019, 1x1 500ml ocb (1)

The Essence of Suntory - Rich Type

48% Abv, bottled in 2019, 1x1 500ml ocb (1)

The Essence of Suntory - Rice Whisky

56% Abv, bottled in 2020, 1x1 500ml ocb (1)

The Essence of Suntory - 18 Years

- Sakura Cask Finish

50% Abv, bottled in 2020, 1x1 500ml ocb (1)

Above 4 500mls per lot \$2800-3800



LOT 5



LOT 6

PARCEL LOTS 5-6

5 Yamazaki - 18 Years

Single Malt Japanese Whisky.

Distilled and bottled by Yamazaki Distillery.

Matured over 18 years.

6x1 700ml ocb's. 43%. ABV

6 700mls per lot \$4000-6000

6 6 700mls

per lot \$4000-6000

Single Malt Japanese Whisky.

Distilled and bottled by Yamazaki Distillery.

Matured over 18 years. 6x1 700ml ocb's. 43%. ABV



LOT 7

7 Yamazaki - 2015 Limited Edition

43% Abv, 1x1 bottle ocb (1)

Yamazaki - 2016 Limited Edition

43% Abv, 1x1 bottle ocb (1)

Yamazaki - 2017 Limited Edition

43% Abv, 1x1 bottle ocb (1)

Above 3 bottles per lot \$4200-5500

8 Chichibu 2011 - #4549 Intergalactic Edition 2

Single Malt Japanese Whisky.

Distilled 2011 and bottled 2019 by Chichibu

Distillery into Edition 2 of the Intergalactic Series.

Cask number 4549, Belgian stout barrel.

Bottle no. 203/238.

1x1 700ml ocb. 55.8%. ABV

1 700ml per lot \$3500-5000

9 Chichibu 2012 - #2112 Intergalactic Edition 1

Single Malt Japanese Whisky.

Distilled 2012 and bottled 2019 by Chichibu

Distillery into Edition 1 of the Intergalactic Series.

Cask number 2112, bourbon barrel. Bottle no. 24/182.

Comes with a matching t-shirt.

1x1 700ml ocb. 63.5%. ABV

1 700ml per lot \$3500-5000





LOT 8













LOT 11 **LOT 10 LOT 13 LOT 14**

10 Camut 1929 - Pays d'Auge

Calvados Pays d'Auge. Distilled 1929 by A drien Camut. ltl

1 bottle per lot \$1400-1800

11 Havana Club - Maximo Extra Anejo

Extra Anejo Rum.

Distilled and bottled by Havana Club into the "Maximo" bottling. Bottle no. 216.

Comes with an engraved crystal stopper. vhs, 1x1 500ml ogb. 40%. ABV

per lot \$1000-1400 1 500ml

12 NO LOT

13 Macallan 1958 - 80 Proof

Single Malt Scotch Whisky. Distilled 1958 by Macallan Distillery and bottled by Campbell, Hope & King into the 80 proof bottling. bsl. 45.85%. ABV

Long been the gem in the scotch world, this bottle was produced while the distillery was rather still boutique.

per lot \$4800-6500 1 bottle

14 Macallan-Glenlivet 1958 - 15 Years

- Gordon & MacPhail, 5500 res

Single Malt Scotch Whisky. Distilled 1958 by Macallan-Glenlivet Distillery

and bottled by Gordon MacPhail.

Matured over 15 years in sherry wood.

htms, ltl, bsl. 43%. ABV

1 bottle per lot \$4500-6000









LOT 15 LOT 16 LOT 17 LOT 18

15 Macallan 1938 - 31 Years - Gordon & MacPhail

Single Malt Scotch Whisky.

Distilled 1938 by Macallan Distillery and bottled by Gordon & MacPhail. Matured over 31 years. lbsl, lscl. 43%. ABV

1 bottle per lot \$6000-8000

16 Springbank 1976 - 12 Years

- Ageing Monography, 3000 res

Single Malt Scotch Whisky.

Distilled 1976 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co. into the "Ageing Monography" series.

Matured over 12 years. Bottle no. 177.

vhs, 1x1 bottle ocb. 50%. ABV

1 bottle per lot \$2000-2800

17 Springbank 1968 - 20 Years

- Ageing Monography, 6000 res

Single Malt Scotch Whisky.

Distilled 1968 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co. into the "Ageing Monography" series.

Matured over 20 years. Bottle no. 53.

1x1 bottle ocb. 50%. ABV

1 bottle per lot \$4500-6000

18 Springbank 1965 - 23 Years

- Ageing Monography, 8000 res

Single Malt Scotch Whisky.

Distilled 1965 by Springbank Distillery, selected
by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co.
into the "Ageing Monography" series.

Matured over 23 years. Bottle no. 305.

hs, lbsl, 1x1 bottle ocb. 50%. ABV

1 bottle per lot \$5500-7500









LOT 19 LOT 20

19 Springbank 1980 - 8 Years

- Ageing Monography, 1500 res

Single Malt Scotch Whisky.

Distilled 1980 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co. into the "Ageing Monography" series.

Matured over 8 years. Bottle no. 179. vhs, 1x1 bottle ocb.50%. ABV

1 bottle per lot \$800-1100

20 Springbank 1987 - 18 Months

- Ageing Monography, 1500 res

British Spirit. Distilled 1987 by Springbank Distillery, selected by Mr. Samaroli and bottled 1989 by R. W. Duthie & Co. into the "Ageing Monography" series. Matured for 18 months. Bottle no. 458. ts, 1x1 bottle ocb.50%. ABV

1 bottle per lot \$800-1100

21 Remy Martin Extra Cognac, 1000 res

Remy Martin Extra Cognac. 40%. ABV
1 700ml per lot \$700-900

22 Yamazaki - Sherry Cask 2010 Release

Single Malt Japanese Whisky.

Distilled and bottled by Yamazaki Distillery into
the Sherry Cask 2010 Release. 48%. ABV

1 700ml per lot \$3500-5000









LOT 24

LOT 25

LOT 26

23 Macallan 2002 - #8167 Exceptional Single Cask

Sinlge Malt Scotch Whisky. Distilled 2002 and bottled 2018 by The Macallan Distillers Ltd into the Exceptional Single Cask series. Cask no. 8167/02, European sherry puncheon. Outturn 627 bottles. bn, 1x1 bottle ocb. 60.1%. ABV 1 700ml per lot \$2000-2800

Chichibu 2011 - #1476 Mizunara Head

Single Malt Japanese Whisky. Distilled 2011 and bottled 2017 by Chichibu Distillery. Cask no. 1476, Mizunara Hogshead. Outturn 245 bottles. 1x1 700ml ogb. 62.1%. ABV 1 700ml per lot \$1300-1700

25 Macallan 1985 - 30 Years - #10783 Douglas Laing

Single Malt Scotch Whisky. Distilled 1985 by Macallan Distillery and bottled 2015 by Douglas Laing into the Xtra Old Particular series at cask strength. Matured over 35 years in cask no. 10783. Outturn 105 bottles. bn, 1x1 700ml owc. 48.7%. ABV 1 700ml

per lot \$2600-3500

26 Buffalo Trace - Single Barrel

hs, lscl, 50% ABV, 1x1 bottle ogb 1 bottle per lot \$700-900





LOT 27

LOT 28



LOT 28

27 Heaven Hill - 12 Years - Jo Blackburn

 $45\%\,ABV$

1 bottle per lot \$200-280

29 Kentucky Prince - Special Reserve

3vlscl, 50.5% ABV, 2x1 bottle ogb's

2 bottles per lot \$2000-2800

28 Monument Valley - 12 Years

40% ABV, 1x1 bottle ogb

1 bottle per lot \$200-280

14



LOT 30







LOT 32 LOT 33

30 Wild Turkey - Freedom Blend

4hs, Aged 7 to 13 Years, 53% ABV, 4x1 bottle ogb's

4 bottles per lot \$1200-1600

31 Miyagikyo - Sherry Cask

bn, nc, Abv 48%

1 bottle per lot \$800-1100 32 Macallan - 30 Years - Prime Malt Reverence

vlstl, Abv 40%

1 bottle per lot \$800-1100

33 Macallan - Rare Cask black

1x1 bottle ocb, Abv 48%

1 bottle per lot \$500-700





34 Macallan 1993 - 18 Years - Sherry Oak

3x1 bottle ocb's, Abv 43%

3 bottles per lot \$900-1200

35 Laphroaig - 30 Years - 2000 Release

Abv 43%, 2000 Release, Matured over 30 years

1 bottle per lot \$1000-1400

36 Château de Laubade - Special Reserve

9x1 bottle owc's

9 bottles per lot \$1100-1500







LOT 37

LOT 38

LOT 39





PARCEL LOTS 37-38

LOT 40

LOT 41

37 Château de Laubade 1904

vhs, 40% ABV, bottled in 1990, 1x1 bottle owc

1 bottle per lot \$1000-1400

38 1 bottle per lot \$1000-1400 vhs, 40% ABV, bottled in 1990

39 Château de Laubade 1910

hs, bsl, 40% ABV, bottled in 1990

1 bottle per lot \$800-1100

40 Château de Laubade 1921

vhs, 40% ABV, bottled in 1997, 1x1 bottle owc

1 bottle per lot \$800-1100

41 Château de Laubade 1923

ts, 40% ABV, bottled in 1997, 1x1 bottle owc

1 bottle per lot \$800-1100





LOT 42 LOT 43







LOT 44 LOT 45 LOT 46

PARCEL LOTS 44-45

42 Château de Laubade 1924

vhs, 40% ABV, bottled in 1988, 1x1 bottle owc
1 bottle per lot \$800-1100

43 Château de Laubade 1926

vhs, 40% ABV, bottled in 1997, 1x1 bottle owc

1 bottle per lot \$800-1100

44 Château de Laubade 1931

hs, sos, 40% ABV, bottled in 1999, 1x1 bottle owc

1 bottle per lot \$350-500

45 1 bottle per lot \$350-500 hs, sos, 40% ABV, bottled in 1996, 1x1 bottle owc

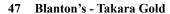
46 Château de Laubade 1932

hs, sos, 40% ABV, bottled in 1999, 1x1 bottle owc
1 bottle per lot \$700-900





LOT 47



Kentucky Straight Bourbon Whiskey.

Distilled and bottled 1997 by Buffalo Trace Distillery under the Blanton's label.

Takara Gold Japanese Market exclusive. Barrel no. 61. htms, 1x1 bottle ogb. 51.5%. ABV

1 bottle per lot \$500-700

48 SMWS 1974 - 22 Years - #2.24

Single Malt Scotch Whisky. Distilled June 1974. Bottled May 1997. Cask no. 2.24. 1x1 700ml ogb. 59.1%. ABV

1 700ml per lot \$700-900



LOT 48



LOT 49

49 Jose Cuervo - Reserva de la Familia

htms, sos, 40%, released in 2006, 1x1 custom wooden case

1 bottle per lot \$90-120





LOT 50 LOT 51

50 Johnnie Walker - Black Label

40%, 1x6 bottle ogb

6 bottles per lot \$400-600

51 2 bottles per lot \$130-170 40%





LOT 52

LOT 53





LOT 54

PARCEL LOTS 52-58

52 Johnnie Walker - Blue Label

40%, 1x6 bottle ogb

6 bottles per lot \$700-900

53 6 bottles per lot \$700-900

40%, 1x6 bottle ogb

54 6 bottles per lot \$700-900

40%, 1x6 bottle ogb

55 6 bottles per lot \$700-900

40%, 1x6 bottle ogb

56 6 bottles per lot \$700-900

40%, 1x6 bottle ogb

57 6 bottles per lot \$700-900

40%, 1x6 bottle ogb

58 6 bottles per lot \$700-900

40%, 1x6 bottle ogb



LOT 56



LOT 57



LOT 58







LOT 60



59 Hennessy - Privilege

40%, 1x1 bottle ocb

1 bottle per lot \$30-40

60 Glenrothes 1972 - Restricted Release

Single Malt Scotch Whisky.

Distilled 1972 and bottled in 1996 by Glenrothes Distillery. Restricted Release.

1x1 bottle ogb. 43%. ABV

1 700ml per lot \$800-1100

PARCEL LOTS 61-63

61 Château de Lassalle Bas Armagnac 1976

- Baron H. de Pampelonne

3vhs, bottled in 2004, 47% ABV

3 bottles per lot \$420-550

62 3 bottles per lot \$420-550 bottled in 2004, 47% ABV

63 3 bottles per lot \$300-400

Bas Armagnac. Distilled 1976 and bottled 2004 by

Château de Lasselle. 3ts. 47%. ABV



A note from the consignor (Lots 64-194):

"I am an avid collector of anything that has value and taste...Bourbon, Rye and Whisky have always fit that bill. It is also part Americana and stems from the roots of America with its first settlers. The search for these great bottles has been fun and rewarding, some to collect and some to preserve. Hopefully, the winners will be excited to get a hold of some of these treasures, some from America and some special bottles from different places as well. My wish is that they find excitement and enjoyment as much as i have over the past 15 years collecting these treasures.

Cheers, Salute, Chinzano!"

Hibiki - 12 Years

hs, Abv 43%, 1x1 bottle ocb (1)

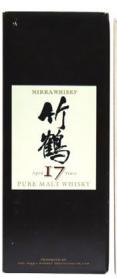
Hibiki - Harmony

vhs, Abv 43%, 1x1 bottle bottle ocb (1)

Above 2 bottles per lot \$350-500









LOT 67 LOT 68 LOT 65

Hibiki - 17 Years

hs, Abv 43%, 1x1 700ml ocb

1 700ml per lot \$500-700

67 Taketsuru - 17 Years

Abv 43%, 1x1 bottle ocb

1 bottle per lot \$300-400

NO LOT 66

Yamazaki - 2017 Limited Edition

Suntory - Yamazaki Limited Edition 2017

1 bottle per lot \$500-700





LOT 69

LOT 70





LOT 72

69 Yamazaki - 12 Years

bn, Abv 43%, 1x1 bottle ocb

1 bottle per lot \$80-110

70 Angel's Envy - Cask Strength 2015 Release

hs, Abv 63.95%, 1x1 bottle owc

1 bottle per lot \$150-200

71 Angel's Envy - Cask Strength 2020 Release

hs, Abv 60.2%, 1x1 bottle owc (1)

Angel's Envy Rye - Rum Cask Finish

vhs, Abv 50% (1)

Above 2 bottles per lot \$140-180

72 Barrel Craft Spirits - 13 Years - Batch 9\

hs, Abv 56.05%, Bottle #125

1 bottle per lot \$100-140











LOT 76

73 Blade and Bow - 21 Years

vhs, Abv 46%

1 bottle per lot \$700-900

74 Blanton's - Gold

vhs, Abv 51.5% Dumped on 1-23-17, barrel # 634, H- Rick # 44, bottle #79, Stopper with 'T', 1x1 bottle ocb

1 bottle per lot \$160-220

75 Blanton's - Special Reserve

vhs, lscl, Abv 40%, Dumped 7-20-16, Barrel #1294, H- Rick #4, bottle #15, Stopper with 'A', 1x1 bottle ocb

1 bottle per lot \$100-140

76 Blanton's - Straight From the Barrel

hs, Abv 65.3%, Dumped on 11-1-16 Barrel #481, Warehouse H, rick no 36, bottle 4, Stopper with "N", 1x1 bottle ocb

1 bottle per lot \$160-220







77 Blood Oath - Pact No. 1

vhs, Abv 49.3%, Date 2/2/2015 (1)

Blood Oath - Pact No. 2

vhs, Port Finish, 49.3%, Date 2/27/2016, (1)
1x1 bottle owc

Blood Oath - Pact No. 3

vhs, Cabernet Sauvignon Finish, Abv 49.3%, (1)

Date 1/13/17, 1x1 bottle owc

Blood Oath - Pact No. 4

vhs, Toasted Oak Finish, Abv 49.3%, (1)

Date 2/15/2018, 1x1 bottle owc

Blood Oath - Pact No. 5

vhs, Carribean Rum Finish, Abv 49.3%, (1)

Date 02/03/2019, 1x1 bottle owc

Above 5 bottles per lot \$1600-2200





LOT 77

78-81 NO LOTS







CHARBAY
WHISKEY

LOT 85

82 Blood Oath - Pact No. 6

LOT 84

vhs, Cognac Finish, Abv 49.3% Date 1/16/20, 1x1 bottle owc

1 bottle per lot \$150-200

83 Booker's - 30th Anniversary

Abv 62.9%, 1x1 bottle owc

1 bottle per lot \$600-800

84 Booker's Rye - Limited Edition

Abv 68.1%, Age 13yr 1 month 12 days, Bottle #5093, 1x1 bottle ogb

1 bottle per lot \$1500-2000

85 Charbay Hop - Release III

bn, Abv 66.2%, Bottle 1349 of 2713 (1)

Charbay Hop

Lot S 211A, Abv 49.5% (1)

Above 2 bottles per lot \$300-400







LOT 87 LOT 89 LOT 88

Charles Medley - 10 Years

vhs, Abv 45% (1)

Charles Medley - 12 Years

vhs, Abv 43.4% **(1)**

Above 2 bottles per lot \$70-90

87 Colonel E. H. Taylor Jr. - Barrel Proof

Abv 64.85%, 1x1 bottle ogb

1 bottle per lot \$300-400 88 Colonel E. H. Taylor Jr. - Four grain

Abv 50%, 1x1 bottle ogb

1 bottle per lot \$1200-1600

Colonel E. H. Taylor Jr. - Seasoned Wood

Abv 50%, 1x1 bottle ogb

1 bottle per lot \$2000-2800

28







LOT 92



90 Eagle Rare - 17 Years

vhs, Abv 45%, Bottled Spring 2012

1 bottle per lot \$1200-1600

PARCEL LOTS 91-92

91 Elijah Craig - 18 Years

vhs, Abv 45%, barrel #4158, barrel 9-24-97

1 bottle per lot \$140-180

92 1 bottle per lot \$140-180

vhs, Abv 45%,

barrel#4577, bottled in 11-2-18

93 Elijah Craig - 23 Years

LOT 94

vhs, Abv 45%, barrel #46, barrel on 11-22-89

1 bottle per lot \$600-800

94 Elijah Craig - Barrel Proof

3hs, 1abv 64%, 1abv 69.4%, 1abv **(3)**

hs, Abv 62.1%, batch 8517 (1)

Above 4 bottles per lot \$220-300



95 Elmer T. Lee - Single Barrel

hs, Abv 45%

1 bottle per lot \$200-280

96 Evan Williams - 12 Years

Abv 50.5%

1 bottle per lot \$100-140

97 Evan Williams - 23 Years

Abv 53.5%

1 bottle per lot \$350-500

98 Four Roses - 50th Anniversary Al Young

Abv 53.8%, 2017 release

1 bottle per lot \$1300-1700

99 Four Roses - Elliot's Select

hs, Abv 57.6%, Warehouse QN, Barrel #47.2W, Bottle# 3262 of 10224, Recipe OESK

1 bottle per lot \$350-500









LOT 102

100 Four Roses - Small Batch

Abv 54.3, Bottle #9253 of 12672 1 bottle per lot \$350-500

101 George T. Stagg - 2015 Release

hs, Abv 69.1%, 2015 Release (1)

Stagg Jr. Bourbon

hs, Abv 64.35% (1)

Above 2 bottles per lot \$1200-1600

LOT 103

LOT 104

102 Heaven Hill - 11 Years - Cognac Finish

hs Abv 62.2%, barrel Serial number 44829-44835, lot id 03I24A, Rick J Floor 6,

Rack 0. 8b year wheater finished in Cognac barrel for 32 months

1 bottle per lot \$240-320

103 Heaven's Door - 10 Years

vhs, Abv 50%, 1x1 bottle ogb

1 bottle per lot \$60-80

104 High West - Bourye

bn, Abv 46%, Batch 15B04 (1)

vhs, Abv 46%, Batch 17A09 (1)

Above 2 bottles per lot \$120-160



105 High West - A Midwinter Nights Dram Act 2,Scene 1586

vhs, Abv 49.3%

1 bottle per lot \$400-600

106 High West - A Midwinter Nights Dram Act 5, Scene 6 vhs, Abv 49.3%

1 bottle per lot \$150-200

107 High West - Yippee Ki Yay

Abv 46%, Batch 2, finished in Vermouth and Syrah barrels

1 bottle per lot \$60-80

108 Jack Daniels - 70th Anniversary Distillery Re-open

ts,B#032749, Abv 45%, 1x2 bottle customogb Jack Daniels - 75th Anniversary Repeal of

Prohibition

ts, B#007045, Abv 45% (1)

(1)

Above 2 bottles per lot \$240-320

109 Jack Daniels - No. 27 Gold Double Barrelled

bn, Abv 40%

1 bottle per lot \$50-70





LOT 110 LOT 112



110 Jack Daniels - Holiday Select 2013

bn Abv 49%, Bottle #035964, 1x1 bottle ogb

Jack Daniels - Holiday Select 2014

bn, Abv 48%, Bottle #17909, 1x1 bottle ogb

(1)

Above 2 bottles per lot \$200-280

111 Jack Daniels - Master Distiller Series No. 1

Abv 43%, Bottle #BM2435, Ix1 bottle ocb

Jack Daniels - Master Distiller Series No. 2

Abv 43%, Bottle #OF6610, Ix1 bottle ocb

Jack Daniels - Master Distiller Series No. 3

Abv 43%, Bottle #UE1593, Ix1 bottle ocb

Jack Daniels - Master Distiller Series No. 4

Abv 43%, Bottle #ACC5330, Ix1 bottle ocb

Above 4 bottles

per lot \$300-400

112 Jack Daniels - Sinatra Select

ts, Abv 45%, B#10025427ES, 1x1 bottle ogb

Jack Daniels - Sinatra Century

vhs, Abv 50%, SN:fas23170, 1x1 bottle ogb

(1)

Above 2 bottles per lot \$800-1100









LOT 115

113 James E. Pepper - 15 Years

bn, Abv 45.65%

1 bottle per lot \$300-400

Jefferson's - Chef's collaboratoin with Edward Lee

vhs, Abv 45% **(1)**

Jefferson's - Groth Reserve

vhs, Abv 45.1% (1)

Jefferson's - Ocean Aged at Sea

vhs, Abv 45% **(1)**

Above 3 bottles per lot \$100-140 115 Jefferson's - Ocean Aged at Sea Voyage 1

vhs, Abv 45%

LOT 117

1 bottle per lot \$700-900

117 John E. Fitzgerald - Very Special Reserve

ts, Abv 45%, 1x1 bottle ogb

1 375ml per lot \$1400-1800







LOT 120







LOT 121

Acker Merrall & Condit Co., 160 West 72ND Street, New York, NY 10023 • Fax: 877.ACKER.24 • Phone: 877.ACKER.47

LOT 123

118 Kentucky Owl - Batch 8

Abv 60.5%, bottle #5858 of 9051

1 bottle per lot \$220-300

119 Kentucky Owl Rye - 11 Years

Abv 55.3%, Batch 1, bottled on 07-2017

1 bottle per lot \$90-120

120 Knob Creek - 25th Anniversary

vhs, Abv 60.8%, Barreled on 5/13/2004, (1) 1x1 bottle ogb

Knob Creek - Batch 3

hs, Abv 50%, Bottle# 689 (1)

Above 2 bottles per lot \$160-220

121 Lock Stock & Barrel Rye - 13 Years

Abv 50.65%

1 bottle per lot \$120-160

PARCEL LOTS 122-123

122 Lock Stock & Barrel Rye - 16 Years

Abv 53.5%,

1 bottle per lot \$100-140

123 1 bottle per lot \$100-140 Abv 53.5%,



LOT 124 LOT 125



124 Maker's Mark - American Pharaoh

Abv 45% (1)

Maker's Makr - Private Stock Spring Release

Abv 55.65% (1)

Above 2 bottles per lot \$190-260

125 Metze's - 2015 Medley

ts, Abv 46.5, Bottle #2098 of 6000

1 bottle per lot \$60-80

PARCEL LOTS 126-128

126 Michter's - 10 Years - #16B217

vhs, Abv 47.2%, Barrel #16B217

1 bottle per lot \$140-180

127 1 bottle per lot \$140-180

vhs, Abv 47.2%, Barrel #14H583

128 1 bottle per lot \$140-180

vhs, Abv 47.2%, Barrel #17B288

36



129 Michter's Sour Mash - Toasted Barrel

ts, Abv 43%, Batch #!9H1249

1 bottle per lot \$240-320

130 Michter's Rye - #15C218 Barrel Strength

vhs, Abv 54.7%, Barrel #15C218

1 bottle per lot \$100-140

131 Michter's Rye - #17C593 Barrel Strength

vhs, Abv 54.6%, Barrel #17C593

1 bottle per lot \$200-280

132 Michter's - Toasted Barrel Finish

ts, Abv 45.7%, Batch #14/542

1 bottle per lot \$100-140

133 Old Fitzgerald - 13 Years

bn, Abv 50%, Spring 2019 Release

1 bottle per lot \$220-300





LOT 135





LOT 137

134 Old Forester - Birhtday Bourbon 2016 Release

bn, Abv 48.5%

1 bottle per lot \$750-1000

PARCEL LOTS 135-136

135 Old Forester - Birhtday Bourbon 2017 Release

vhs, Abv 48%

1 bottle per lot \$1400-1800

136 1 bottle per lot \$1400-1800

vhs, Abv 48%

137 Old Forester - Birhtday Bourbon 2018 Release

ts, Abv 50.5%

1 bottle per lot \$650-850



PARCEL LOTS 138-141

138 Old Rip Van Winkle - 10 Years

vhs, Abv 53.5%

1 bottle per lot \$500-700

139 1 bottle per lot \$500-700

vhs, Abv 53.5%

140 1 bottle per lot \$500-700

vhs, Abv 53.5%

141 1 bottle per lot \$500-700

vhs, Abv 53.5%

142 Van Winkle Family Reserve Rye - 13 Years

Abv 47.8%

1 bottle per lot \$1400-1800

143 Smooth Ambler - #1646 Old Scout Single Barrel

vhs, Abv 60.3%, Barrel #1646, Astor

Store Selection

1 bottle per lot \$200-280









LOT 144 LOT 145 LOT 147

144 Old Weller - Antique 107

bn, Abv 53.5%

1 bottle per lot \$70-90

PARCEL LOTS 145-146

145 Orphan Barrel - 20 Years - Barterhouse

vhs, Abv 45.1%

1 bottle per lot \$200-280

146 1 bottle per lot \$200-280

vhs, Abv 45.1%

vhs, Abv 41%, Bottle #1672

1 bottle per lot \$160-220

147 Orphan Barrel - 25 Years - Entrapment

PARCEL LOTS 148-149

148 Orphan Barrel - 15 Years - Forged Oak

vhs, Abv 45.25%

1 bottle per lot \$260-350

149 1 bottle per lot \$260-350

vhs, Abv 45.25%





LOT 148 LOT 149



150 Orphan Barrel - Gifted Horse

vhs, Abv 57.5%

1 bottle per lot \$160-220

151 Orphan Barrel - 22 Years - Lost Prophet

vhs, Abv 45.05%, Bottle #552

1 bottle per lot \$400-600

152 Orphan Barrel - 26 Years - Old Blowhard

vhs, Abv 45.35%, Bottle #39850

1 bottle per lot \$500-700

153 Orphan Barrel - 20 Years - Rhetoric

vhs, Abv 45%, Bottle #91446

1 bottle per lot \$240-320

PARCEL LOTS 154-155

154 Orphan Barrel - 22 Years - Rhetoric

vhs, Abv 45.2%, Bottle #35476

1 bottle per lot \$300-400

155 1 bottle per lot \$300-400

hs, Abv 45.2% Bottle #23123





LOT 154 LOT 155









LOT 156 LOT 157 LOT 158 LOT 159

PARCEL LOTS 156-157

156 Orphan Barrel - 23 Years - Rhetoric

vhs, Abv 45.3%, Bottle #21335

1 bottle per lot \$160-220

157 1 bottle per lot \$160-220

vhs, Abv 45.3%, Bottle #1947

158 Orphan Barrel - 28 Years - Whoop & Holler

vhs, Abv 42%, Bottle #11956

1 bottle per lot \$400-600

159 Orphan Barrel - 24 Years - Muckety Muck

vhs, Abv 45%

1 bottle per lot \$100-140

PARCEL LOTS 160-163

160 Old Rip Van Winkle - 12 Years

- Special Reserve Lot "B"

vhs, Abv 45.2%

1 bottle per lot \$600-800

161 1 bottle per lot \$600-800

vhs, Abv 45.2%

162 1 bottle per lot \$600-800

vhs, Abv 45.2%

163 1 bottle per lot \$600-800

vhs, Abv 45.2%











LOT 167 LOT 168 LOT 169

164 Old Rip Van Winkle - 15 Years

- Pappy Van Winkle Family

Reserve

Abv 53.5%

1 bottle per lot \$1400-1800

165 Old Rip Van Winkle - 20 Years

- Pappy Van Winkle Family

Reserve

Abv 45.2%

1 bottle per lot \$2000-2800

166 Parker's Heritage - 24 Years - 10th Edition

hs, 50%

1 bottle per lot \$500-700

167 Parker's Heritage - 11 Years - #4716484

vhs, Abv 61%, Barrel #4716484

1 bottle per lot \$240-320

PARCEL LOTS 168-169

168 Parker's Heritage - 12th Edition

hs, Abv 55%

1 bottle per lot \$300-400

169 1 bottle per lot \$300-400

hs, Abv 55%









LOT 170

LOT 171

LOT 173

170 Parker's Heritage - 13 Years - 8th Edition

vhs, Abv 63.7%, 8th Edition

1 bottle per lot \$700-900

171 Sazerac Rye - 18 Years - 2015 Release

vhs, Abv 45%, Bottled Spring 2015

1 bottle per lot \$1000-1400

172 NO LOT

173 Thomas H. Handy Sazerac Rye

hs, Abv 65.45%

1 bottle per lot \$500-700

174 Weller Bourbon - 12 Years

2bn, 2abv 45%

2 bottles per lot \$280-420

175 Weller Bourbon - Special Reserve

bn, Abv 45%

1 Liter per lot \$40-60

176 2 bottles per lot \$120-160

2bn, 2abv 45%

LOT 174





LOT 175

LOT 176





LOT 177 LOT 179 LOT 180



LOT 178

177 Whistlepig - 15 Years

vhs, Abv 46%, Vermont East Oak (1)

Whistlepig - Farm Stock Crop #1

vhs, Abv 43% (1)

Above 2 bottles per lot \$160-220

178 Whistlepig - 18 Years

vhs, Abv 46%.1x1 bottle ogb

1 bottle per lot \$200-280

PARCEL LOTS 179-180

179 Whistlepig - 12 Years - Old World

vhs, Abv 43%, 63% Madeira casks/30% Sauternes cask, 7% Port

1 bottle per lot \$160-220

180 1 bottle

vhs, Abv 43%, 63%

Madeira casks/30%

Sauternes cask, 7% Port Cask Finish

per lot \$160-220







LOT 181 LOT 182





LOT 184

181 Whistlepig - 12 Years - Old World

vhs, Abv 45%

1 bottle per lot \$100-140

182 Whistlepig - #12 The Boss Hog IV The Black Prince

vhs, Abv 57.9%, Barrel 12

1 bottle per lot \$500-700

183 Whistlepig - #22 The Boss Hog V Spirit of Mauve

vhs. Abv 57.9%, Barrel 22, 1x1 bottle ogb

1 bottle per lot \$450-600



LOT 185

184 Whistlepig - #27 The Boss Hog VI

The Samurai Scientist

vhs, Abv 60.8, Barrel 27, 1x1 bottle ogb

1 bottle per lot \$400-600

185 Whistlepig - 13 Years - #52 The Boss Hog

htms, Abv 59.4%, Barrel 52

1 bottle per lot \$2000-2800







LOT 186 LOT 187





LOT 188 LOT 189

186 Widow Jane - Bloody Butcher

bn, Abv 45.5%, Aged 1 year, Barrel 5-8,
Bottle 316, 1x1 bottle ocb

bn, Abv 55.5%, Aged 1 year, Barrel 7-10, (1)

bottle 310/370, 1x1 bottle ocb

Widow Jane - Hopi Blue Corn

bn, Abv 45.5%, aged 10 months, Batch 1, (1)
Bottle 261/393

Above 3 375mls per lot \$100-140

187 Wild Turkey - Diamond Anniversary

vhs, Abv 45.5%

1 bottle per lot \$100-140

188 Wild Turkey - 17 Years - Master's Keep

vhs, Abv 43.4%, Batch #0001, Bottle #64932, Ix1 bottle ogb

1 bottle per lot \$300-400

189 Wild Turkey - Master's Keep Decades

vhs, Abv 52%, Batch #0001, Bottle #75345, 1x1 bottle ogb

1 bottle per lot \$200-280



190 Willett Family Estate Rye - 6 Years

vhs, Abv 58.4%, Barrel #161

1 bottle per lot \$200-280

PARCEL LOTS 191-192

191 William Larue Weller Bourbon

vhs, Abv 67.7%

1 bottle per lot \$1200-1600

192 1 bottle per lot \$1200-1600

vhs, Abv 67.7%

193 Woodford Reserve - Sonoma Cutrer Finish

bn, Master's Collection, Abv 45.2%, Bottle #36144/36334

1 bottle per lot \$160-220

194 Yellowstone - 7 Years - Limited Edition 2016 Release

vhs, Abv 50.5%, Bottle #3864, 1x1 bottle ocb (1)

Yellowstone - 7 years - Limited Edition

vhs, Abv 50.5%, Bottle #3541, 1x1 bottle ocb (1)

Yellowstone - #7544569 Hand Picked Collection

vhs, Abv 57.5%, Barrel #7544569, (1)

Barreled 11/15/16, Hand picked by Bosley

Above 3 bottles per lot \$240-320



LOT 194



LOT 195 LOT 196 LOT 197 LOT 198

195 Château Lafite Rothschild Cognac - Reserve

2vhs, 2vlbsl, 2x1 bottle ogb, 81 proof
2 bottles per lot \$900-1200

196 Larressingle 1960 - Res Vieille

distilled 1960, bottled 1986, ts, lbsl, scl, 80 proof

1 bottle per lot \$200-280

197 Sempe Armagnac 1934

distilled 1934, bottled 1985, ts, bsl, nl, 80 proof
1 bottle per lot \$450-600

198 Sherry Lehmann 1950 - Founder's Reserve

bn, lwisvl, nl, wrl, bottled in 1989, ABV 48% or 44%

1 bottle per lot \$240-320









LOT 200 LOT 201 **LOT 202**





200 Ballantine's - 17 Years

Blended Scotch Whisky. Blended and bottled by George Ballantine & Son circa 1950's-60's. Matured over 17 years. hs,ssos, 1x1 bottle ogb. 86 proof

1 bottle per lot \$320-420

201 Dalmore - 12 Years

hs, Abv 75%, ssos

1 1 liter per lot \$300-400



202 Domaine du Miquer 1968

bottled in 1997, 1x1 bottle ocb

1 bottle per lot \$300-400

203 Debussy - Napoleon Extra

ts. 40%. ABV

1 700ml per lot \$80-110

204 Hakushu - 12 Years

43%. ABV **(1)**

Hibiki - 17 Years

43%. ABV (1)

Yamazaki - 12 Years

43%. ABV **(1)**

Above 3 50mls per lot \$120-160









LOT 205

LOT 207

LOT 209

LOT 210

205	Hibiki - 17	Years - I	ion's	Crest (Golden	Flower)

bn, bsl. 43%. ABV (1)

Taketsuru - 21 Years - First Release

43%. ABV (1)

Above 2 180mls per lot \$550-750

206 No Lot

207 Nikka - Gold circa 1960's ms, bsl, lscl, ltl. 43%. ABV

1 720ml per lot \$300-400

208 No Lot

209 Suntory Old Whisky - Flower Label circa 1980's

43%. ABV

1 760ml per lot \$90-120

210 Suntory - Q500

ts. 43%. ABV

1 500ml per lot \$60-80

211-212 No Lots

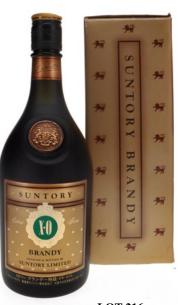




LOT 214







LOT 216

213 Suntory Brandy - Extra circa 1980's

htms, fl, scl. 40%. ABV 1 700ml per lot \$90-120

214 Suntory Brandy - Noble d'Or

htms, 1x1 700ml ogb. 40%. ABV

1 700ml per lot \$110-150

215 Suntory - XO

ts. 40%. ABV

1 700ml per lot \$90-120

216 Suntory Brandy - XO circa 1970's

circa 1970's 1x1 720ml ocb. 40%. ABV

1 720ml per lot \$90-120









LOT 219

217 Suntory Brandy - XO Millennium

bn, 1x1 700ml ocb. 40%. ABV

1 700ml per lot \$110-150

218 Johnnie Walker Black Label - circa 1970's

htms, fl, 1x1 4/5 quart ocb. 43.4%. ABV 1 4/5 Quart per lot \$100-140 **219** 1 760ml per lot \$100-140 htms. 43%. ABV

220 Hennessy - 3 stars circa 1960's

 $bn,\,bsl,\,lxl\,\,bottle\,ocb.\,\,40\%.\,\,ABV$

1 bottle per lot \$160-220





LOT 222



LOT 221

221 Remy Martin - Centaure Royal

hs, scl, 1x1 700ml ocb. 40%. ABV

1 700ml

per lot \$240-320

222 Remy Martin - Centaure XO Special

ts, 1x1 bottle owc. 40%. ABV

1 bottle

per lot \$280-380

223 Remy Martin - Louis XIII 1960s

Comes with a crystal stopper. hs, nl, 1x1 700ml ogb. 40%. ABV

1 700ml

per lot \$2600-3500

224 Cerbois 1979

Bas Armagnac.

Distilled 1979 and bottled 2002 by Cerbois.

vhs, scrc. 40%.ABV

1 bottle

per lot \$180-240







LOT 226









LOT 227

LOT 228

LOT 229

Ararat - 5 Years - USSR bottling

Armenian Brandy. Distilled and bottled by **(1)** Ararat Distillery during the USSR era. Matured over 5 years. ts, lbsl. 42%. ABV

Bisquit - Haute Couture Fleur

half-bottle (1) Cognac. Released by Bisquit into the "Haute Couture Fleur" bottling. ms, 1x1 half-bottle ocb. 40%. ABV Above 1 half-bottle per lot \$60-80 and 1 500ml

226 Courvoisier - VSOP Circa 1980s

Fine Champagne Cognac. Distilled and bottled by Courvoisier. VSOP. Hong Kong import circa 1980s. lbsl, lscl. 40%. ABV 1 700ml

per lot \$60-80

227 Duc de Maravat - XO Napoleon

Armagnac. Bottled by Duc de Maravat. XO Napoleon. lbsl, nc, 1x1 bottle ocb. 40%. ABV 1 bottle per lot \$80-110

228 Maison Prunier - Galleon Extra

Cognac. Distilled and bottled by Maison Prunier into the "Galleon Extra" bottling. Comes with a mini wood cask and display stand. ts, 1x1 bottle ocb. 40%. ABV 1 bottle per lot \$260-350

Remy Martin - VSOP Crockery Giftset 229

Fine Champagne Cognac. Distilled and bottled by Remy Martin. VSOP. Comes with a set of crockery. 1htms, 1ms, 2x1 700ml ocb. 40%. ABV 2 700mls per lot \$120-160











LOT 234

LOT 232

PARCEL LOTS 230-231

230 Remy Martin - XO Special

Fine Champagne Cognac.

Distilled and bottled by Remy Martin into the "XO Special" bottling. Bottle no. 21F9.

htms, 1x1 bottle ocb. 40%. ABV

1 bottle per lot \$90-120

231 1 bottle per lot \$90-120

Fine Champagne Cognac.

Distilled and bottled by Remy Martin into the "XO Special" bottling.

htms, 1x1 bottle ocb. 40%. ABV

232 Castagnon - Black Knight Decanter

Armagnac. Released by Castagnon into a black knight decanter. 1x1 bottle ocb. 40%. ABV

Salignac - VSOP Circa 1970s

Grande Champagne Cognac. (1)
Distilled and bottled by Salignac. VSOP.
Circa 1970s. Comes with an engraved crystal plate.
ts, 1x1 bottle ocb. 40%. ABV

Above 2 bottles per lot \$110-150

233	NO	LOT

234 Roger Closquinet Marc de Champagne

vhs, vlscl, scrc

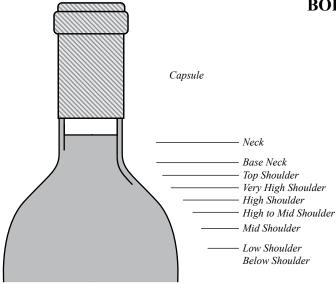
1 700ml per lot \$30-40

END OF SALE

SEE YOU IN NEXT TIME!



BOTTLE DESCRIPTIONS BORDEAUX



BOTTLE CONDITIONS

BOTTLE CONDITIONS	CORK CONDITIONS		
PREFIX v - very s - slightly 1 - lightly h - heavily	CC Corroded Capsule CRC Cracked Capsule CUC Cut Capsule		
BSL Glue Stained Label WASL Water Stained Label WISL Wine Stained Vintage Label WASVL Water Stained Vintage Label WISVL Wine Stained Vintage Label WISVL Faded Label LL Loose Label NL Nicked Label SCL Scuffed Label TAL Tattered Label TL Torn Label TSL Tissue Stained Label WOL Writing on Label WRL Wrinkled Label STL Stained Label NOL No Label	(Usually done to authenticate) NC Nicked Capsule NOC No Capsule WC Wrinkled Capsule WXC Waxed Capsule TC Torn Capsule DC Depressed Cork SDC Slightly Depressed Cork PC Protruding Cork SPC Slightly Protruding Cork SOS Signs of Seepage SSOS Slight Signs of Seepage		
BN Base Neck Level TS Top Shoulder Level VHS Very-High-Shoulder Level HS High-Shoulder Level HTMS High-to-Mid-Shoulder Level MS Mid-Shoulder Level LS Low Shoulder	OCB Original Cardboard Box OGB Original Gift Box OWC Original Wooden Case 2OCB Two Original Cardboard Boxes 2OWC Two Original Wood Cases CRW Cracked Wood		

CODIZ CONDITIONS

NECK:

Normal level for all wines. In wines over ten years of age, this level suggests excellent provenance. Rarely used, except to emphasize a particularly good fill level when other fill levels in the same lot are less than perfect.

BASE NECK:

A common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

TOP-SHOULDER:

Again, a common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

VERY HIGH SHOULDER:

Acceptable fill level for wines twenty years of age. Suggests proper storage conditions throughout its life. Natural occurrence for wines of this age.

HIGH SHOULDER:

Usually not a problem for wines thirty years of age. This level may be caused by easing of the cork combined with natural evaporation. Check the clarity and the color of the wine in the bottle as a secondary indicator of provenance.

HIGH-TO-MID-SHOULDER:

Refer to High Shoulder and Mid-Shoulder level descriptions.

MID SHOULDER:

May suggest ullage during the life of the wine due to either easing of the cork or inconsistent storage conditions. Not abnormal for wines forty or more years of age. As additional indicators of risk, definitely inspect clarity and color of the wine in the bottle, as well as condition of the cork.

LOW SHOULDER AND BELOW:

Suggests poor provenance. Definitely a risk and generally not saleable, with exception given to rare bottlings and/or labels. (Not recommended for consumption.)

BOTTLE SIZES	
Half Bottle	.375 Litres
Bottle	.750 Litres
Magnum	1.5 Litres
Double Magnum	3 Litres
Jéroboam (Burgundy,	
Champagne & Rhône)	3 Litres
Jéroboam (Bordeaux)	4½-5 Litres
Impérial	6 Litres
Methuselah (Burgundy,	
Champagne & Rhône)	6 Litres
Salmanazar	9 Litres
Balthazar	12 Litres
Nebuchadnezzar	15 Litres
Melchior	18 Litres

Because the shape of Burgundy bottles does not allow for a level rating system based on the shoulder of the bottle, levels are described by means of centimeters below cork. Generally, Burgundy wines with a four centimeter fill level or above are considered normal for wines younger than twenty years. Wines of twenty or more years of age with fill levels of between four and five centimeters are generally considered to be of sound provenance, though consideration should be given to the clarity and color of the wine in the bottle, as well as the condition of the cork. Bottles with ullage between five and seven centimeters are not uncommon for wines forty years and older and often provide thrilling drinking, but the lower the fill, the higher the risk, so consideration should be given. Burgundy bottles with fill levels lower than seven centimeters may be at risk of being damaged or undrinkable, and therefore may be unsaleable. It should be noted that some Burgundian producers tend to over-fill their bottles during the bottling process which may cause a few drops of wine to become trapped between the capsule and the cork. This should not be confused with ullage, a natural occurrence in older wines, which may be accelerated due to poor provenance.

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please visit: www.AckerAuctions.com

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Current Bid	Bidding	Incre-
ments	•	
\$0 up to \$1000	\$50	
\$1000 up to \$2000	\$100	
\$2000 up to \$3000	\$200	
\$3000 up to \$5000	\$200, \$500.	\$800
\$5000 up to \$10,000	\$500	
\$10,000 up to \$20,000	\$1000	
\$20,000 up to \$30,000	\$2000	
\$30,000 and more	Auctioneer	's Dis-
cretion		

(ix) No Liability for Bidding Errors. In no event shall Acker or its affiliates or auctioneers (or any of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents or assigns) be liable for any errors, omissions or failures relating to, arising from or in connection with the execution (or failure to properly execute) of any bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means, including errors or omissions relating to the loss of connection with the internet or Acker's on-line or mobile app bidding platforms.

- (g) Parcel Lots. In the event that the catalogue lists a sequence of Lots carrying the same estimates and consisting of the same type of wine or spirits, quantity and bottle size (each a "Parcel"), Buyer of the first Lot in such Parcel may, in the sole and absolute discretion of the auctioneer, be granted the option to buy any or all additional Lots in the Parcel for the same hammer price if there is no higher absentee bid on any subsequent Lot within the Parcel. If the option is not exercised on all such Lots, the auctioneer will open bidding on the next unsold Lot and may elect to offer the Buyer of that Lot the option to take any or all of the remaining Lots in the Parcel. Bidding shall continue in the same manner until all Lots in the Parcel have been offered and declared sold or unsold by the auctioneer.
- (h) Auctioneer's Discretion. Acker and/or the auctioneer shall have the sole and absolute discretion to: (i) withdraw any Lot; (ii) divide any Lot; (iii) combine any two or more Lots; (iv) accept or refuse any bid (whether made in in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means); (v) advance the bidding, including changing the increments, in such a manner as deemed appropriate; and (vi) in the event of error or dispute or multiple bids of the same amount, determine the successful bidder, continue the bidding, cancel the sale, or reoffer and resell the disputed Lot. Wherever Acker and/or the auctioneer exercises such discretion, its decision shall be final, binding, and conclusive in all respects.
- (i) Buyer's Premium. The total amount due from the Buyer for each Lot shall be the hammer price plus a commission equal to twenty-four and one-half percent (24.5%) of the hammer price ("Buyer's Premium"), in addition to any applicable taxes. If Buyer purchased a Property that includes an NFT, the same Buyer's Premium amount will be due in addition to any applicable taxes.
- (j) Discounted Buyer's Premium. Acker provides discounts on the buyer's premium to Bidders who transact with Acker or its affiliates over certain dollar thresholds. Acker's discount policy shall be disclosed to any Bidder who requests it. Acker may deny such discounts for any particular auction on prior notice to the Bidders eligible for this discount before such auction takes place.
- **(k) Post-Auction Sale of Property.** Any post-auction sale of Property offered at auction and sold in a private treaty sale shall incorporate and be subject to these Conditions of Sale as if sold at the live auction.

5. AFTER AUCTION.

(a) Payment.

(i) When Due. Final invoices reflecting the total amount due will be sent to each Buyer within seven (7) days following the auction (email to suffice). Buyer agrees to pay such invoice in full within thirty (30) days following the date of auction. Any amount of such invoice which remains unpaid more than thirty (30) days after the date of auction will be subject to a late fee equal to eighteen percent (18%) interest per annum, calculated on a daily basis, until such unpaid amount has been paid ("Late Fee"), notwithstanding any other provision of these Conditions of Sale.

(ii) Method of Payment. Payment of each invoice must be made in United States Dollars. Payments may be made by wire transfer, check and/or certain credit or debit cards (subject to the provisions herein). Any check returned unpaid will be subject to a \$100 processing fee and will not be deemed paid for purposes of determining whether payment has been timely received. Visa, MasterCard, and American Express are accepted, without a convenience fee, for payments in the aggregate of up to \$15,000.00 per auction. To the extent permitted by law, the portion of any payment made by credit card in excess of \$15,000.00 per auction shall be subject to a 3% convenience fee. By bidding at auction, Bidder authorizes Acker, without further notice to Bidder, to charge any credit or debit card used by Bidder to create an account with Acker and its affiliates or to make payment on any current or past invoice issued to Bidder by Acker or its affiliates, any balance of Bidder's invoice that remains unpaid more than thirty (30) days after the auction (in addition to both a 3% convenience fee on any amount in excess of \$15,000.00 and all other applicable fees and expenses, including late fees).

(iii) Method of Payment – Cryptocurrency. For sales that permit payment in Bitcoin, Bitcoin Cash, Ethereum, Dogecoin, PAX, Gemini Dollar or BUSD (each a "Cryptocurrency" and collectively, the "Cryptocurrencies"), payment may be made via a digital wallet transfer of Cryptocurrency to Acker's digital wallet. To accept Cryptocurrency as a form of payment, Acker has entered into an agreement with BitPay, a blockchain/cryptocurrency payment processor that enables Acker to accept Cryptocurrencies as a payment method for invoices. Bidder may deliver Cryptocurrency payment from Bidder's digital wallet maintained at BitPay or from a digital wallet hosted at another exchange that is registered to Bidder, or if Bidder registered a bid as a company, then in the name of the company. Prior to receiving payment from Bidder, BitPay may require that Bidder complete a verification process and create a "BitPay ID" at the time of payment. Bidder agrees, upon Acker's request, to provide documentation confirming that the Cryptocurrency payment was made from a digital wallet registered in the name of Bidder or the company that Bidder represents. Partial payments will not be accepted. Furthermore, partial payments from multiple digital wallets or using multiple Cryptocurrencies will not be allowed. If Bidder purchases multiple Lots, Bidder may pay for one Lot from one digital wallet using one Cryptocurrency and for another Lot from a different digital wallet using the same or a different Cryptocurrency, but payment must be accomplished through separate transactions for each Lot. For Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency will be set on the date Acker submits a payment request through BitPay and will be based on the rate set forth by BitPay as available through its exchange. All payments made using Cryptocurrency shall be subject to a 1% transaction fee, provided that this transaction fee will be waived if Acker receives Bidder's full payment in good and cleared funds within two (2) weeks of the auction. Acker reserves the right to add or remove any and all Cryptocurrencies as a payment option at any time and in its sole discretion.

If Bidder makes payment in Cryptocurrency from a digital

wallet, Bidder represents and warrants that the source of wealth for the digital wallet is not attributable, either directly or indirectly, to (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

b. Title and Taxes.

(i) New York Live Auctions ("New York Live Auctions"). Except for the transfer of title and ownership of Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to and ownership of purchased Property passes to Buyer in the State of New York, where New York live auctions (conducted by Acker Auction, Inc.) are fulfilled and where all Property will be located at the time of the auction and when released to Buyer.

For New York Live Auctions, Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York. If purchased Property is released by Acker Auction to a licensed freight forwarder hired by Buyer for immediate shipment to a point outside of the United States, New York sales tax will not be applied to Buyer's purchase.

(ii) Delaware Live Auctions ("Delaware Live Auctions"). For Delaware Live Auctions (conducted by Acker Auction DE), all purchased Property is sold to the Buyer in Delaware and title passes to Buyer in Delaware. Acker is required to comply with all applicable Delaware state and local sales tax laws with respect to its live auction sales. As of the date of these Conditions of Sale, the State of Delaware does not impose sales tax on tangible personal property sold within the State. Therefore, Acker is not required to charge or collect sales tax on Property sold within the State of Delaware pursuant to these conditions of sale.

Except for the transfer of title and possession to Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer in the State of Delaware, until payment in full has been received by Acker in good and cleared funds.

(iii) Internet Auctions of Wine and Spirits. Internet Auctions are conducted by either AMC or Acker Auction. Internet auctions of wine are conducted by AMC, under a license issued by the State of California. Internet auctions of spirits are conducted by Acker Auction, under a license issued by the State of New York. Except for the transfer

of title and ownership to Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to and ownership of purchased Property passes to the Buyer in either the State of Delaware, California, or New York, depending upon where the auction is fulfilled and where, unless other arrangements are made, all Property will be located when released to Buyer. Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by AMC (for wine auctions) or Acker Auction (for spirits auctions) in good and cleared funds. Neither AMC nor Acker Auction can ship or arrange shipping of purchased property to any destination within the United States outside of New York or California, where it is licensed.

For internet auctions of wine (conducted under AMC's California license, title to Property will pass in California (or Delaware if the Property is accepted by Buyer in Delaware). If the Property is released to Buyer in New York or California, or Buyer requires delivery to either New York or California, sales tax for the respective state of delivery will be charged to Buyer. Anything contained herein to the contrary notwithstanding, spirits to be released within the United States will only be available for pick up in New York. For internet auctions of spirits (conducted under Acker Auction's New York license), title to purchased Property will pass in New York. Buyers purchasing from an internet spirits auctions must either pick-up purchased Property in person at Acker's designated New York location or make their own arrangements for delivery elsewhere following delivery and acceptance in New York. New York sales tax will be charged.

(iv) Transferring Title via NFT. If Buyer has purchased a Property that is associated with an NFT, then Acker (or the Seller) will not transfer title or ownership of the NFT to Buyer until payment in full has been received by Acker in good and cleared funds. Upon Acker's receipt of payment in full in good and cleared funds, title, and ownership of the NFT will be transferred to Buyer. To receive the NFT, Buyer will use a digital wallet or wallet service provider registered in Buyer's name or for which Buyer has title and that supports the NFT and understands and accepts that failure to ensure this may result in Buyer's inability to access the NFT. If the bid was made on behalf of a company, then the digital wallet used to accept the NFT will be registered to the company, or the company will hold its title.

Buyer represents that the digital wallet or wallet service provider to which Acker (or the Seller) will transfer the NFT is not owned by or associated with (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of the Treasury's Specially Designated Nationals or Blocked Persons List, or the U.S. Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

Risk of loss and responsibility for the NFT for which title is passed will transfer to Buyer when Acker (or the Seller) has sent the NFT to the digital wallet Buyer has specified. Buyer is responsible for implementing reasonable measures for securing the other storage mechanism Buyer uses to receive and hold the NFT, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s), and further specifically acknowledges that the risk of acquiring, transferring, creating, holding, or using the NFT or Buyer's wallet rests entirely with the Buyer. If Buyer's private key(s) or other access credentials are lost, Buyer may lose access to the NFT. Acker is not responsible for any such losses.

- (c) Collection and Delivery of Property. Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by Acker in good and cleared funds. Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released to Buyer and available for pickup by Buyer at Acker's designated location. Acker does not ship alcoholic beverages within the United States. Any shipping or delivery arrangements required after the release of purchased property to Buyer shall be the sole responsibility of Buyer and at Buyer's sole cost. Acker cannot release purchased Property to a carrier for delivery outside of the designated delivery state once released to Buyer, with the exception of release to a licensed freight forwarder for delivery to a destination outside the United States, or (for live and internet auctions only) or delivery to New York or California, subject to the exceptions below.
 - (i) For New York Live Auctions and Internet Auctions of spirits, Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York.
 - (ii) For Delaware Live Auctions and Internet Auctions of Wines, after title passes if the Property has been picked up by the Buyer in person, or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released. Within five (5) days from the date title passes and the Property is made available, the Buyer must (i) arrange to pick up the Property from Acker

in person; or (ii) arrange for the delivery of the wine to a carrier with all necessary permits and licenses for shipment to a destination outside the United States of America; or (iii) arrange for delivery of the Property to the Buyer in California or New York (spirits must be delivered in New York), where Acker is licensed and pay the applicable sales and/or excise taxes. If the Buyer does not select one of the three options above, the Buyer will be deemed to have consented to the transfer of the Property to Acker Storage and the Property will be transferred, in the Buyer's name, to Acker Storage and Buyer will be responsible to pay any and all of Acker Storage's fees and service charges and the Property will be subject to the terms of Acker Storage's storage agreement that can be located at ackerstorage.com/ StorageAgreement.pdf. Acker cannot deliver Property except within the state which issued the license pursuant to which the auction was held or the State of Delaware where the Property is stored. Arrangement to pick up the Property from Acker Storage can be made by calling (302) 525-8601. ACKER DOES NOT SHIP, TRANSPORT OR DELIVER ALCOHOLIC BEVERAGES AND SHALL HAVE NO OBLIGATION TO SHIP, TRANSPORT OR DELIVER PURCHASED PROPERTY TO BUYER. UNDER THE APPROPRI-ATE CIRCUMSTANCES, ACKER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AGREE TO DELIVER PROPERTY TO A CARRIER WITH THE NECESSARY LICENSES AND PERMITS TO SHIP ALCOHOLIC BEVERAGES OUTSIDE THE UNITED STATES, OR TO THE STATE THAT ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED (CAL-IFORNIA OR NEW YORK). ACKER WILL COLLECT APPLICABLE SALE TAX FOR DELIVERIES INTO THE STATE WHICH ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED. DELIV-ERY TO A COMMON CARRIER FOR SHIPMENT OUT-SIDE THE UNITED STATES SHALL ONLY BE MADE ON THE CONDITION THE BUYER ASSUMES THE RESPONSIBILITY TO COMPLY WITH THE LAWS OF ALL GOVERNMENTAL ENTITIES WITH JURIS-DICTIONS OVER THE TRANSACTION AND TO PAY ANY AND ALL TAXES, FEES, EXPENSES, FINES, IN-TEREST, ATTORNEYS' FEES, TARIFFS, LEVIES AND OTHER TAXES, COSTS AND EXPENSES RELATED TO THE TRANSACTION AND INDEMNIFIES AND HOLDS HARMLESS ACKER AND ITS AFFILIATES FROM ALL OF THE FOREGOING INCLUDING ITS ATTORNEYS' FEES AND COSTS. After the Property has been delivered to Buyer, in Acker's Delaware facility, Buyer may make arrangements to leave the Property in storage in the state or to have the Property delivered elsewhere, Buyer assumes sole and exclusive responsibility for any required shipping, transportation or delivery arrangements of the purchased Property from the State of Delaware to Buyer's desired destination and shall be solely responsible for any and all state and local sales or use taxes and/or other duties, taxes, tariffs or fees due or assessed by the jurisdiction and any interest or penalties related thereto. If purchased Property is not picked up by Buyer in-person within five (5) days after payment in full has been received by Acker Auction DE or AMC in good and cleared funds or if, prior to the expiration of such five (5) day period Buyer notifies Acker in writing (email to suffice) that shipping, transportation or other delivery thereof is required, Acker Auction DE will automatically transfer custody of such Property to Acker Storage located at 1800 Ogletown Road, Suite E, Newark, DE 19711

(info@ackerstorage.com), which storage facility shall act as agent for Buyer in providing on-site storage of such Property until pick-up, shipping, transportation or delivery arrangements have been made outside the State of Delaware. The list of storage fees applicable can be found at ackerstorage.com/ Storage Agreement.pdf.

Buyer agrees to pay all storage fees and other applicable charges imposed by Acker Storage and understands that Acker Storage has and may enforce a lien (including without limitation a lien under section 6 Del. C. 7-709(a)) on any Property transferred to it to be stored. Once physical custody of Property has been transferred to Acker Storage, Buyer may pick up such Property in person from Acker Storage, leave the Property in storage in Delaware or make independent shipping, transportation, or delivery arrangements for the Property to be delivered outside of the State of Delaware. To arrange in-person pick up from Acker Storage or for a full list of services offered by Acker Storage, please visit info@ackerstorage.com or call (302) 731-1483 during regular business hours. Please read Acker Storage's terms and conditions carefully as they contain limitations as to Acker Storage's liability for loss or damage to Property and as to the services Acker Storage is prepared to provide. OŇCE CUSTODY OF ANY PURČHASED PROPERTY HAS BEEN TRANSFERRED TO ACKER STORAGE AS PROVIDED ABOVE, ACKER AUCTION DE AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIREC-TORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND AS-SIGNS) SHALL HAVE NO LIABILITY OF ANY KIND TO BUYER OR ANY OTHER PARTY IN CONNEC-TION WITH ANY SUBSEQUENT DETERIORATION, DAMAGE, OR OTHER LOSS OF ANY KIND IN CON-NECTION THEREWITH, NO MATTER HOW OCCA-SIONED, WHETHER RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE STORAGE OF SUCH PROPERTY AT ACKER STORAGE, THE SHIPMENT, TRANSPORTATION OR DELIVERY THEREOF (IN-CLUDING, WITHOUT LIMITATION, WHILE SUCH PROPERTY IS IN TRANSIT), OR OTHERWISE. NOTE THAT THE LIABILITY OF ACKER STORAGE MAY BE LIMITED BY LAW OR BY THE TERMS OF ITS STOR-AGE AGREEMENT.

After title passes and the Property has been picked up by the Buyer or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction DE, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

(d) Importation and Exportation.

(i) Importation and Delivery. Acker and its affiliates make no representation as to the legal rights of anyone to import or deliver any Property or other goods into any state or jurisdiction. Buyer acknowledges and agrees that it is solely responsible for the transport of the Property and for determining the legality and the tax/duty consequences of bringing the products to Buyer's chosen destination.

(ii) Exportation. Property sold at auction may be subject to laws governing export from the United States, and Acker and its affiliates make no representation as to the legal rights of anyone to export such Property or other goods into any state or jurisdiction. It shall be Buyer's sole responsibility to determine, before bidding at auction, whether an export permit or license is required for Buyer's purchase and, if required, to obtain any such required permit or license. The denial of, or delay in obtaining, any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for the purchase.

(e) Rescission.

(i) Claims by Buyer. Acker has the right but not the obligation to rescind a sale if any statement in Acker's offering materials concerning a Lot is materially incorrect or such Lot is short or is in unsound condition (e.g., cooked, and spoiled), Buyer's sole remedy shall be rescission of such sale in Acker's sole and absolute discretion. If Buyer seeks rescission under this paragraph 5(e)(i), Buyer must so notify Acker in writing within ninety (90) days after the auction. Buyer may only make such a claim if the Property in question: (A) has the Acker auction sale date reference sticker(s) on the relevant bottle(s); (B) is in the same condition as when it was released by Acker to Buyer or when custody thereof was transferred to Acker Storage; and (C) has been delivered to and from Buyer and stored under appropriate conditions. TO THE FULLEST EXTENT PERMITTED BY LAW, BIDDER WAIVES ANY RIGHT TO MAKE ANY CLAIM OR BRING ANY LE-GAL ACTION AGAINST ACKER AND ITS AFFILI-ATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AT-TORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) RESULTING FROM ANY DETERMINA-TION MADE (OR FAILED TO BE MADE) BY ACK-ER UNDER THIS SUBSECTION. IN THE EVENT THAT BUYER FAILS TO PROVIDE TIMELY AND PROPER NOTICE TO ACKER UNDER THIS SUB-SECTION, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT TO RESCISSION AS HERE-**IN PROVIDED.** Only the Buyer of record of the Property shall be entitled to make a claim of rescission under this subparagraph.

(ii) Buyer's Sole Remedy. THE REFUND TO BUYER OF THE PURCHASE PRICE PAID FOR ANY PROPERTY SHALL BE BUYER'S SOLE REMEDY FOR ANY CLAIM OR MATTER RELATING THERETO.

- (iii) Different Importers/Bottle Numbers. Although Acker may at times state in the catalogue or elsewhere if a Lot includes Property from different importers, failure to so state is not grounds for rescission of the sale of any Lot. Similarly, any incorrect statement or omission in the catalogue concerning bottle and/or sequence numbers of Property from those producers that number their bottles is not grounds for rescission of the sale of any Lot.
- (iv) Limited Guarantee. Notwithstanding anything to the contrary contained within these Conditions of Sale, Acker agrees to refund the purchase price to the Buyer of any Property purchased from Acker that is not of the vintage or from the producer as was stated in the catalogue or otherwise represented by Acker, including, but not limited to, Property that is counterfeit or has indicia which suggest that it is likely counterfeit, provided that: (A) the Buyer directly purchased the Property from Acker; (B) the Buyer returns such Property to Acker within ninety (90) days of the date of delivery of such Property to Buyer; and (C) that Buyer returns such Property in materially the same condition as it was delivered to Buyer.
- **(f) Default by Buyer.** If Buyer fails to make payment in full in accordance with these Conditions of Sale within thirty (30) days following the auction, Acker Auction may, in its sole and absolute discretion:
 - (i) Cancel the sale, retaining any partial payment as liquidated damages;
 - (ii) Resell Property publicly or privately for Buyer's account and at Buyer's risk, with estimates and a reserve set at Acker's sole and absolute discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;
 - (iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;
 - (iv) Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;
 - (v) Collect from Buyer the total amount due (including the Late Fee) plus any loss, cost or expense incurred by Acker in effecting such collection;
 - (vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement;
 - (vii) Prohibit Buyer from directly or indirectly purchasing from Acker and its affiliates and from participating in future auctions and other events held, hosted, or sponsored by Acker or its affiliates;
 - (viii) Exercise any right or remedy against Buyer available to Seller at law, equity or otherwise; or

- (ix) Release the name and address of the Buyer to the Seller to enable Seller to commence legal proceedings against Buyer to recover all amounts due.
- Acker may, in its sole and absolute discretion, exercise any one or more of the preceding remedies or any combination thereof.

If Buyer fails to pick up the Property in-person or fails to arrange for shipping, transportation or other delivery of the Property after payment in full has been received by Acker Auction, and after the Buyer has had five (5) business days after payment to pick up the Property itself or authorize delivery of the Property to Acker Storage and has not paid the storage fees for the Property at Acker Storage, Acker may, in its sole and absolute discretion, take any of the following actions in order to pay off all storage fees and other expenses incurred by Acker or Acker Storage:

- (i) Cancel the sale;
- (ii) Resell Property publicly or privately for Buyer's account and at Buyer's risk, with estimates and a reserve set at Acker's absolute and sole discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;
- (iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;
- (iv) Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;
- (v) Collect from Buyer the total amount due (including the Late Fee and/or interest) plus any loss, cost or expense incurred by Acker in effecting such collection;
- (vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement; provided, however, that prior to taking any of the foregoing actions, Acker shall make three attempts using reasonable business effort to contact the Buyer in writing (which may include electronic transmission) as to Buyer's failure to pick up or arrange for shipping, transportation, or other delivery of the Property. Acker shall hold any monies received in connection with such sale (after receiving payment for its storage and other costs) in accordance with all escheatment rules of the State of Delaware and as provided under the Acker Storage Agreement.
- **(g) Bidder's Indemnity.** By bidding at auction, each Bidder (including Buyer) agrees to indemnify, defend and hold Acker and its affiliates, auctioneer, and Seller (and each of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents and assigns) (each, an "Indemnitee") harmless from and against any and all losses, damages, demands, claims, suits, judgments, costs, expenses,

or other liability of any kind (including reasonable attorneys' fees and expenses) relating to, arising from or in connection with: (i) Bidder's actual, threatened or alleged breach of any representation, warranty, covenant or other provision contained within these Conditions of Sale; (ii) any act or omission on the part of Bidder (or Bidder's agents, employees or representatives) adversely affecting Property; (iii) any inaccuracy of any document or instrument delivered by Bidder pursuant to or in connection with these Conditions of Sale; or (iv) Bidder's violation of any applicable law, statute, rule or regulation. Bidder further agrees to advance each Indemnitee, upon demand, all costs, and expenses (including reasonable attorneys' fees and expenses) as they are incurred by such Indemnitee in connection with any matter covered by the indemnification provisions of this Section 5(h). All of Bidder's representations, warranties, and covenants herein, together with the indemnification provided for in this Section 5(g), shall survive completion of the transactions contemplated in these Conditions of Sale.

(h) Copyright. Acker reserves copyright in all images, illustrations and written material produced by or on behalf of Acker, including, without limitation, the content of the catalogue (collectively, "Material"), and in no event may Buyer or any third party use any Material without Acker's prior written consent. In no event do Acker or its affiliates or Seller make any representation or warranty that Buyer will acquire any copyright, reproduction right or any other intellectual property right in any Property.

6. GOVERNING LAW AND FORUM SELECTION.

(a) These Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the auction for live Delaware sales (including any online bidding in the auction, to which these Conditions of Sale apply), shall be governed by the laws of the State of Delaware without regard to the conflicts of laws principles thereof. For New York Live Auctions and Internet Auctions for spirits in New York, the governing law shall be New York (including any online bidding or use of the mobile app). For Internet Auctions of wine (conducted by AMC), the governing law shall be California (including any online bidding or use of the mobile app). For the benefit of Acker, by bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), each Bidder (including Buyer) consents and agrees to the exclusive jurisdiction of the state courts of the State of Delaware located in New Castle County for Delaware Live Auctions, San Francisco, California in connection with Internet Auctions of wine or New York, New York in connection with New York Live Auctions and Internet Auctions of spirits in connection with any legal claim or action relating to, arising from, or in connection with these Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the respective auction, and consents to personal jurisdiction in such respective courts. Each Bidder (including Buyer) waives, to the maximum extent permitted by law, any objection to the laying of venue in any such court and any claim that such court would be an inconvenient forum for any action covered by this Section 6. Each Bidder (including Buyer) agrees that Acker shall retain the right to bring legal proceedings in any court other than the state courts of the State of Delaware state courts located in New Castle County for Delaware or New York County, New York for New York, or San Francisco for California.

(b) To the extent required by applicable law, each auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3) or as required by the state pursuant to which state's law the auction was licensed.

7. JURY TRIAL WAIVER.

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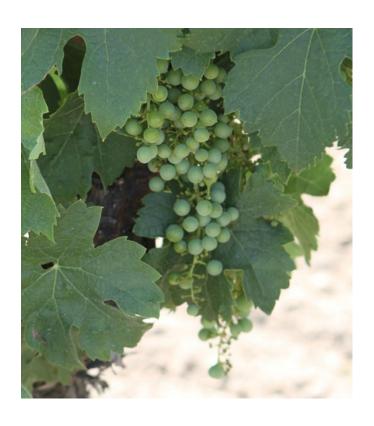
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