

FINE & RARE SPIRITS



Live Online - BidLive.AckerWines.com Thursday August 25th 2022 6:00pm Absentee Bidding Available August 13TH through 25TH at: www.AckerWines.com





Auction of Fine and Rare Spirits Thursday, August 25th, $2022 \sim 6:00$ pm ET Live On The Web At Bidlive.ackerwines.com

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

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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 6:00pm ET THURSDAY, AUGUST 25TH, 2022 <u>TRADITIONAL ABSENTEE BIDDING</u> WILL ALSO BE ACCEPTED

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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.

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.

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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 terms.

ABSENTEE BIDS

- Fine and Rare Spirits ~ Sale 22-7WS
- Thursday, August 25th, 2022 at 6:00pm 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.

	-
Either/Or	Lot
(Please Bracket)	

1		
	Bid in	\$

(note increments)

BIDDING INCRE	EMENTS
0-\$200	\$10
\$200-\$300	\$20
\$300-\$500	\$20 \$50 \$80

\$200-\$300	\$20
\$300-\$500	\$20, \$50, \$80
\$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

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*MUST BE SUBMITTED WITH ABSENTEE BIDS FORM ON PAGE 5 *

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Office Use Only						
			Name:			
	22-	-7WS			22-	7WS
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LOTS 1-304

THURSDAY, AUGUST 25TH, 2022 BEGINNING AT 6:00PM ET



LOT 1



1 Blanton's - Gold Edition - Full Letter Set

 1stopper has "b", 2dumped 05/18/2021,

 1barrel #51, 1bottle #137, 8warehouse h,

 2rick #38, 8-51.5% abv, 1stopper has "1",

 5dumped 03/12/2021, 2barrel #47,

 1bottle #258, 5rick #22, 1stopper has "a",

 1dumped 11/16/2020, 1barrel

 #712, 1bottle #11, 1rick #27,

 1stopper has "n", 1barrel #48, 1bottle #73,

 1stopper has "t", 1barrel #46, 1bottle 239,

 1stopper has "o", 1bottle #167,

 1stopper has "n:", 1barrel #52, 1bottle

 #179, 1stopper has "s", 1barrel #55,

 1bottle #187, 8x1 700ml ocb's

 8 700mls
 per lot \$2200-3000

2 8 700mls

LOT 2

per lot \$2200-3000

Istopper has "b", 2dumped 05/18/2021, 1barrel #51, Ibottle #130, 8warehouse h, 2rick #38, 8-51.5% abv, Istopper has "l", 6dumped 03/12/2021, 3barrel #48, Ibottle #76, 6rick #22, 1stopper has "a", Ibarrel #52, 1bottle #190, 1stopper has "n", Ibottle #84, 1stopper has "t", 1barrel #55, Ibottle #26, 1stopper has "o", 2barrel #47, Ibottle #19, 1stopper has "n:", 1bottle #153, Istopper has "s", 1bottle #137, 8x1 700ml ocb's



4 8 700mls

3 Blanton's - Original Single Barrel - Full Letter Set

Istopper has "b", 2dumped 03/08/2021, Ibarrel #486, Ibottle #100, 8warehouse h, 2rick #36, 8-46.5% abv, Istopper has "l", Ibarrel #484, Ibottle #102, Istopper has "a", 3dumped 01/26/2021, 2barrel #209, Ibottle #192, 3rick #53, Istopper has "n", Ibarrel #212, Ibottle #88, Istopper has "t", Idumped 05/17/2021, Ibarrel #394a, Ibottle #188, Irick #22, Istopper has "o", 2dumped 05/19/2021, 2barrel #392a, Ibottle #78, 2rick #15, Istopper has "n:", Ibottle #77, Istopper has "s", Ibottle #286, 7x1 700ml ocb's, Ix1 700ml ocb damaged

Ibottle #213, 8warehouse h,2rick #27, 8-46.5% abv, Istopper has "l", 2dumped 03/08/2021, Ibarrel #488, Ibottle #173, 2rick #36, Istopper has "a", 2dumped 05/17/2021, Ibarrel #393a, Ibottle #92, 2rick #22, Istopper has "n", Ibarrel #484, Ibottle #102, Istopper has "t", Ibottle #112, Istopper has "o", Idumped 01/26/2021, Ibarrel #209, Ibottle #275, Irick #53, Istopper has "n:", Idumped 05/19/2021, Ibarrel #392a, Ibottle #176, Irick #15, Istopper has "s", Ibarrel #394a, Ibottle #196, 8x1 700ml ocb's

Istopper has "b", 2dumped 11/17/2020, 2barrel #724,

per lot \$1200-1600

5 8 700mls per lot \$1200-1600 *Istopper has "b", 5dumped 03/08/2021, 1barrel #484, Ibottle #105, 8warehouse h, 5rick #36, 8-46.5% abv, Istopper has "l", 2barrel #485, 1bottle #95, Istopper has "a", 2barrel #3, 1bottle #257, Istopper has "n", 1bottle #87, Istopper has "t", Ibottle #94, Istopper has "o", 2dumped 11/17/2020, 2barrel #724, Ibottle #214, 2rick #27, Istopper has "n:", Ibottle #17, Istopper has "s", 1dumped 01/26/2021, Ibarrel #209, Ibottle #90, 1rick #53, 8x1 700ml ocb's*

per lot \$1200-1600





LOT 7

Istopper has "b", 3dumped 03/11/2021, 3barrel #44, Ibottle #107, 8warehouse h, 3rick #44, 3-64.6% abv, 1stopper has "l", 2dumped 02/25/2020, 2barrel #140, 1bottle #171, 2rick #16, 2-63.8% abv, 1stopper has "a", 1bottle #96, Istopper has "n", 1bottle #173, 1stopper has "t", Idumped 07/23/2018, 1barrel #881, 1bottle #94, Irick #45, 1-68.3% abv, 1stopper has "o", 1bottle #167, Istopper has "n:", 2dumped 01/22/2021, Ibarrel #153, 1bottle #91, 2rick #48, 1-63.05% abv, 1stopper has "s",

6 Blanton's - Straight From the Barrel - Full Letter Set

1barrel #158, 1bottle #45, 1-61.95% abv,

8x1 700ml ocb's

8 700mls

per lot \$2000-2800

7 8 700mls

per lot \$2000-2800

Istopper has "b", 6dumped 01/22/2021, 4barrel #159, 2bottle #178, 8warehouse h, 6rick #48, 4-62.05% abv, 1stopper has "l", 1stopper has "a", 1bottle #159, 2stopper has "n", 1dumped 02/25/2020, 1barrel #140, 2bottle #172, 1rick #16, 1-63.8% abv, 1stopper has "t", 1barrel #151, 1bottle #190, 1-63.1% abv, 1stopper has "o", 1bottle #190, 1-63.1% abv, 1stopper has "o", 1bottle #106, 1barrel #156, 1bottle #180, 1-61.95% abv, 1stopper has "s", 1dumped 03/11/2021, 1barrel #44, 1rick #44, 1-64.6% abv, 8x1 700ml ocb s



LOT 8



LOT 10



LOT 11

Anterney Single Malt Dichi Chichi Chi

LOT 12

- 8 Pappy Van Winkle 20 year old 2014 Release sos, 4.4cm beneath capsule, 45.2% abv, bag and tag
 1 bottle per lot \$2600-3500
- 9 Mister Sam Tribute Whiskey 2021 Release
 61.3% abv, 1x1 bottle owc, product card, book
 1 bottle per lot \$1800-2400

10	Crown Royal - Red Waterloo - E 40% abv, 1x1 bottle ocb, bag	xtra Rare
	1 bottle	per lot \$500-700
11	Hibiki - Harmony 43% abv, 1x1 bottle ocb 1 bottle	per lot \$65-95
12	Nikka - Yoichi	
12	45% abv	
	1 bottle	per lot \$65-95









LOT 17



LOT 18

13 Goslings - Papa Seal - Single Barrel Bermuda Rum
3.8cm bc, bottled 06/09/2018, bottle #124,
barrel #008, 41.5% abv, 1x1 bottle ocb, tag
1 bottle per lot \$120-160

14-15 NO LOTS

- 16 Knappogue Castle 21 year old Irish Single Malt 46% abv, 1x1 bottle ocb
 1 bottle per lot \$140-180
- **17 Balblair 18 year old** 46% abv, 1x1 700ml ocb 1 700ml

per lot \$90-120

18 Balblair - 1999 - Second Release distilled 1999, bottled 2015, 46% abv, 1x1 bottle ocb
1 bottle per lot \$100-140



LOT 19

1 bottle

LOT 20

LOT 21

per lot \$120-160

21

LOT 22

LOT 23

 Basil Hayden's Bourbon - 10 Year Old 40% abv 1 bottle per lot \$70-90 		22	Booker's - Country Ham - 2019/03 6 years 4 months 2 days old, 62.35% abv, 1x1 bottle owc, product card	
1 hottle	1		1 bottle	per lot \$140-180
201 bottleper lot \$70-903.9cm beneath capsule, 40% abv		23	Col. EH Taylor - Single 5.8cm bc, 2014 release, 5	
21 Basil Hayden's Rye - Caribbean Reserve - Limited Edition			1 bottle	per lot \$200-280
	 40% abv 1 bottle 1 bottle 3.9cm beneath capsule, 40% abv Basil Hayden's Rye - Caribbean Res 	40% abv 1 bottle per lot \$70-90 1 bottle per lot \$70-90 3.9cm beneath capsule, 40% abv Basil Hayden's Rye - Caribbean Reserve - Limited Edition	40% abv 1 bottle per lot \$70-90 1 bottle per lot \$70-90 3.9cm beneath capsule, 40% abv 23 Basil Hayden's Rye - Caribbean Reserve - Limited Edition	40% abv 6 years 4 months 2 days 1 bottle per lot \$70-90 1 bottle per lot \$70-90 3.9cm beneath capsule, 40% abv 23 Basil Hayden's Rye - Caribbean Reserve - 1 bottle Limited Edition 1 bottle



26 Elijah Craig - 12 year old - Barrel Proof -24 Eagle Rare - 10 year old - Single Barrel Batch B713 4.2cm beneath capsule, 45% abv, tag 3.2cm bc, sos, sll, 68.5% abv, tag 1 bottle per lot \$45-65 1 bottle per lot \$450-600 25 Eagle Rare - 17 year old - Antique Collection -2014 Release 27 Jefferson's - Grand Selection - Suduiraut Cask 5.2cm beneath capsule, 45% abv torn pilfer strip, 45% abv 1 bottle per lot \$1500-2000 1 bottle per lot \$110-150

28-29 NO LOTS





LOT 33

50% abv, 1x1 bottle original presentation case

1 bottle

LOT 34



LOT 35

			33	Knob Creek - 9 year ole sll, 50% abv	d - Belmont Stakes Edition
30	Jefferson's - Grand Selection - Pichon Baron Cask Finish			1 bottle	per lot \$100-140
	torn pilfer strip, 45% abv		34	1 bottle	per lot \$100-140
	1 bottle	per lot \$120-160	•	sll, 50% abv	
31	Jefferson's - Reserve - Pritchard	Hill Cask Finish	35	Little Book - Chapter 3	- The Road Home
	45.1% abv, bottle #01904, batch #4	, tag	00	61.3% abv, $1x1$ bottle ow	
	1 bottle	per lot \$75-100		1 bottle	per lot \$300-400

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per lot \$300-400



36 Old Fitzgerald - 13 year old - 2019 Release
3.4cm beneath closure, distilled 2005,
bottled 2019, 50% abv
1 bottle per lot \$380-550

37 1 bottle per lot \$380-550
4.5cm beneath closure, distilled 2005, bottled 2019, 50% abv

14

- 38
 Stagg Jr. Batch #1

 66.05% abv
 1

 1 bottle
 per lot \$800-1100
- **39** 1 bottle 66.05% abv
- **40 Stagg Jr. Batch #3** 67.2% *abv* 1 bottle

per lot \$800-1100

per lot \$450-600



LOT 44



LOT 45

41



LOT 46

- WhistlePig 13 year old Boss Hog -The Spirit of Mauve barrel #75, 58.8% abv, ocb 1x1 bottle 1 bottle per lot \$500-700 42 Wild Turkey - Master's Keep - Revival - Oloroso Cask 50.5% abv, 1x1 bottle ocb 1 bottle per lot \$300-400 43 Nikka - Taketsuru - 21 year old Blended Japanese Whisky. Blended and bottled by Nikka into the Taketsuru bottling. Matured over 21 years. bn. 43% Abv 1 180ml per lot \$220-300
- 44 Audry - Reserve Aristide - Grande Champagne 4.8cm bc, 50% abv per lot \$220-300 1 bottle 45 Canadian Club - 41 year old - Chronicles Issue 1 -Water of Winsor 45% abv, 1x1 bottle ocb, bag 1 bottle per lot \$200-280 46 Canadian Club - 42 year old - Chronicles Issue 2 -The Dock Man 45% abv, 1x1 bottle ocb, bag

1 bottle

per lot \$200-280





- 47 Ardbeg Ardcore 3.4 cm beneath capsule, 46% abv, 1x1 bottle ocb 1 bottle per lot \$110-150 Ardbeg - Ardcore - Committee Release 2022 48
- 3cm beneath capsule, 50.1% abv 1 bottle per lot \$160-220
- 49 Balvenie - 16 year old - Triple Cask 40% abv, 1x1 700ml original tube 1 700ml per lot \$100-140

- 50 Dalmore 18 year old 43% abv, 1x1 bottle ocb 1 700ml per lot \$150-200
- 51 1 700ml per lot \$150-200 43% abv, 1x1 bottle ocb



distilled 1989, bottled 2015, bottle #3998 of 5916, 48.8% abv, 1x1 700ml ogb, booklet 1 700ml per lot \$300-400

53	Johnnie Walker - 21 year old - XR				
	40% abv, 1x1 bottle ocb				
	1 bottle	per lot \$120-160			

54 Macallan - Concept #2

40% abv,	<i>lx1</i>	700ml ocb	
1 700ml			

- 1 700ml per lot \$150-200
- 56 Mortlach 16 year old Distiller's Dram 43.4% abv, 1x1 bottle ocb 1 bottle per lot \$60-80

per lot \$300-400







57	Talisker - 57 Degrees North		
	3.4cm beneath closure, 57% abv, 1x1 liter ocb		
	1 Liter	per lot \$100-140	

58-62 NO LOTS

63	Eagle Rare - 10 year old - Single Barrel		
	4.2cm beneath capsule, 45% abv,		
	previously unopened case		
	6 bottles	per lot \$300-400	



68	Eagle Rare - Single Barrel - Mega Package Exclusive			
	2-4.5cm beneath capsule, 2barreled 04/08/2010,			
	2released 2020, 2selected by mega package store,			
	2% abv			
	2 bottles	per lot \$120-160		
69	Shenk's Homestead - 2021	Release		
	5.7cm bc, batch #21F1894, bottle #398 of 2308,			

released 2021, 45.6% abv 1 bottle

per lot \$140-180

- 70 Baron Otard Vieille Fine Princes de Cognac elongated neck, tal, scc, slightly chipped glass, bottle number 5294 1 magnum per lot \$120-160
- 71 Ardbeg 1999 11 year old -"Man, that's braw!" - SMWS distilled 08/31/1999, one of 578, 55.4% abv 1 bottle per lot \$300-400
- 72 Arran 14 year old -"Very Tasty Danish Pastry" - SMWS one of 353, 55.4% abv 1 bottle per lot \$120-160



73 Auchentoshan - 1999 - 14 year old -"Rubbing White Tiger Balm on your Forehead" -SMWS

distilled 04/08/1999, one of 211, 59.8% abv 1 bottle per lot \$100-140

74 Benrinnes - 21 year old -"A Country Kitchen Garden" - SMWS one of 278, 52.4% abv

1 bottle

per lot \$120-160

- 75 Clynelish 1984 27 year old "An ExotiCôtearoom Experience" SMWS distilled 11/28/1984, one of 485, 56.6% abv
 1 bottle per lot \$500-700
- 76 Cragganmore 1986 18 year old -"Fiery yet Floral" - SMWS

 4.1cm beneath closure, distilled 06/1986,
 bottled 04/2005, 58.5% abv

 1 bottle per lot \$180-240
- 77 Glenfarclas 1965 39 year old "Huge Dilemma" SMWS
 3.2cm beneath closure, distilled 07/1965, bottled 12/2004, 60.8% abv
 1 bottle per lot \$2000-2800



LOT 78

LOT 79

LOT 81

78 Glenkinchie - 21 year old -"Exotic Tales of Summer" - SMWS one of 233, 54% abv
1 bottle per lot \$200-280
79 Glenlivet - 1985 - 21 year old -"Ovaltine in a Wellington Boot"- SMWS 3.3cm beneath closure, distilled 08/1985,

bottled 12.2007, 56.1% abv

1 bottle

per lot \$500-700

- 80 Glenrothes 1989 21 year old "Window Box Outside a Pub"- SMWS
 distilled 12/1989, one of 216, 51.7% abv
 1 bottle per lot \$180-240
- 81 Glenugie 1980 24 year old SMWS

 distilled 05/1980, bottled 03/2005, 44.1% abv

 1 bottle

 per lot \$800-1100



LOT 82

LOT 83

LOT 86

LOT 88

82	Invergordon - 1993 - 18 year old - "Rich, Sweet & Comforting"- SMWS distilled 05/20/1993, one of 243, 65.4% abv		
	1 bottle	per lot \$100-140	
83	Isle of Jura - 21 year old - "Cornish Pastie and Plaster Board" - SMWS one of 256, 53.4% abv		
	1 bottle	per lot \$220-300	

1 bottle

84-85 NO LOTS

86 Mortlach - 1996 - 10 year old -"Elegant & Complex" - SMWS 4.1 cm beneath closure, distilled 09/1996, bottled 03/2007, 59.8% abv

1 bottle

per lot \$300-400

- Rosebank 1990 23 year old -87 "Bette Davis doing DIY" - SMWS distilled 11/14/1990, one of 157, 57.8% abv 1 bottle per lot \$600-800
- 88 Tobermory - 2005 - 9 year old -"What it says on the Tin" - SMWS distilled 11/08/2005, one of 267, 59.6% abv 1 bottle per lot \$80-110



89	Tormore - 1983 - 28 year old -		
	"A Tonic to Lift the Spirits" - SMWS	5	
	distilled 09/12/1983, one of 306, 55.4%	6 abv	
	1 bottle	per lot \$240-320	

90 Tullibardine - 21 year old -"Attention Grabbing Spicy Wood" - SMWS one of 607, 57.5% abv

1 bottle

per lot \$120-160

- 91Samaroli Evolution 2013 Release Pure malt
3.4cm beneath capsule, 45% abv, 1x1 bottle ocb
1 bottle1 bottleper lot \$450-600
- 921 bottleper lot \$450-6003.5cm beneath capsule, 45% abv, 1x1 bottle ocb





LOT 99

- 98Wild Turkey 17 year old Master's Keep
Japanese release, 50% abv, 1x1 bottle ocb
1 bottle1 bottleper lot \$320-450
- 99 1 bottle per lot \$320-450 Japanese release, 50% abv, 1x1 bottle ocb

100 Blanton's - Original Single Barrel 1stopper has "t", 1dumped on 07/02/2021, 1barrel #597, 1bottle #130, 2warehouse h, 1rick #9, 2-46.5% abv, 2tag, 1stopper has "o", 1dumped on

 06/17/2020, 1barrel #65, 1bottle #39,

 1rick #2, 1selected for midway liquors, 1bag

 2 bottles
 per lot \$220-300

 101
 3 bottles
 per lot \$320-480

 1stopper has "s", 1dumped on 05/11/2020, 1

 barrel #660, 1bottle #3, 3warehouse h, 1rick #5,

 3-46.5% abv, 3bag, 3tag, 1stopper has "o",

 1dumped on 06/17/2020, 1barrel #65,

Ibottle #50, 1rick #2, 1selected for midway liquors, Istopper has "b", 1dumped on 08/30/2021, Ibarrel #849, 1bottle #242, 1rick #1, 2x1 bottle ocb's







104 Old Rip Van Winkle - 10 year old - 2019 Release

released 2019, 53.5% abv

1 bottle

LOT 103

LOT 104

LOT 105

102 Col. EH Taylor - Small Batch - 2021 Release 105 Van Winkle - 12 year old - Lot 'B' - 2021 Release 4cm bc, released 2021, 50% abv, released 2021, 45.2% abv *1x1 bottle original tube* 1 bottle per lot \$900-1200 1 bottle per lot \$100-140 106 Weller - 12 year old 103 Cream of Kentucky - 11.5 year old 45% abv 3.4cm beneath capsule, 51% abv 1 bottle per lot \$280-380 1 bottle per lot \$120-160

per lot \$800-1100





LOT 113

LOT 114

LOT 116

- 112 Col. EH Taylor Barrel Proof 2015 Release 5.2cm bc, 63.6% abv, 1x1 bottle original tube 1 bottle per lot \$650-850
- 113 Col. EH Taylor Four Grain 2017 Release 5.9cm bc, 2017 release, 50% abv, 1x1 bottle original tube 1 bottle per lot \$1200-1600
- 114 Eagle rare 17 year old Antique Collection -2014 Release 5cm beneath capsule, 45% abv 1 bottle per lot \$1600-2200 per lot \$1600-2200
- 115 1 bottle 5.2cm beneath capsule. 45% abv
- 116 Evan Williams 23 year old 53.5% abv 1 bottle

per lot \$550-750



LOT 122

- 117George T. Stagg Antique Collection 2014 Release5.5cm beneath capsule, 69.05% abv1 bottleper lot \$1200-1600
- **118** George T. Stagg Antique Collection 2015 Release5.6cm beneath capsule, 69.1% abv1 bottleper lot \$1000-1400
- 119 Old Forester 12 year old Birthday Bourbon -2015 Release

4.6cm beneath capsule, barreled 2003, bottled 2015, 50% abv, tag

1 bottle per lot \$900-1200

- 120 Orphan Barrel 20 year old Rhetoric bottle #31441, 45% abv
 1 bottle per lot \$260-350
- 121Orphan Barrel 21 year old Rhetoric
bottle #136144, 45.1% abv1 bottleper lot \$300-400
- 122Orphan Barrel 22 year old Lost Prophet
bottle #1189, 45.05% abv1 bottleper lot \$600-800



123	Orphan Barrel - 25 year old - Rhetoric <i>bottle #59021, 45.5% abv</i>		126	Parker's Heritage - 1st Edition - Cask Strength - 2007 Release	
	1 bottle per lot \$300-400	per lot \$300-400		61.3% abv	
		I		1 bottle	per lot \$1800-2400
124	Parker's Heritage - 10 year old -	4th Edition -			
	Wheated		127	Parker's Heritage - 3rd Edition -	
	63.9% abv			Golden Anniversary	
	1 bottle per lot \$1100-1500	per lot \$1100-1500		50% abv	
		I		1 bottle	per lot \$2200-3000
125	Parker's Heritage - 10 year old - Cognac Finish	5th Edition -			

1 bottle per lot \$750-1000



128	Parker's Heritage - 13 yea Straight Wheat	r old - 8th Edition -	131	Thomas H. Handy - A 2006 Release	Antique Collection -
	63.4% abv			5.5cm beneath capsule, 66.2 % abv	
	1 bottle	per lot \$650-850		1 bottle	per lot \$2200-3000
129	Sazerac - 18 year old - Antique Collection - 2009 Release		132	Thomas H. Handy - A 2015 Release	Antique Collection -
	5.1cm beneath capsule, 45%	% abv	5.5 cm beneath capsule, 126.9% abv		e, 126.9% abv
	1 bottle	per lot \$1300-1700		1 bottle	per lot \$650-850
130	Sazerac - 18 year old - An 2016 Release	tique Collection -			
	4.9cm beneath capsule, 45%	% abv			

per lot \$1300-1700

1 bottle



LOT 133

LOT 136

- 133Wild Turkey 17 year old Master's Keep
batch #1, bottle #82944, 43.4% abv,
1x1 bottle ocb1 bottleper lot \$300-400
- 134 Willett 25 year old Family Estate Cask #1779 -Straight Rye 5.9cm beneath wax, bottle 53 of 112, barrel #1779,

50% abv

1 bottle per lot \$5000-7000

135WL Weller - Antique Collection - 2007 Release4.8cm beneath capsule, 58.95%abv1 bottleper lot \$2200-3000

LOT 135

136WL Weller - Antique Collection - 2013 Release
5cm beneath capsule, 136.2% abv1 bottleper lot \$1600-2200



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140

NO LOT



SUNTORY WHI THE YAMAZAKI

12

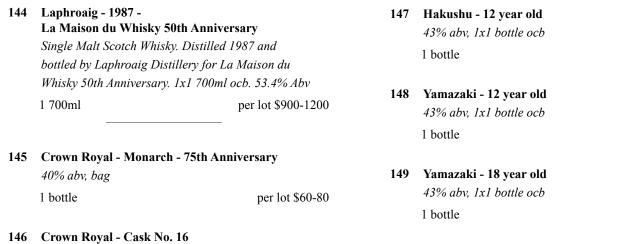
AMAZAKI

LOT 148

LOT 144



LOT 147



4cm beneath capsule, finished in Cognac casks, 40% abv 1 bottle per lot \$400-600

SUNTORY WHISKY

MAZAKL

 $\mathbf{18}$

LOT 149

per lot \$120-160

per lot \$130-170

per lot \$800-1100





LOT 154

150 Yamazaki - 18 year old - Mizunara Oak -152 Gran Patron - Extra Anejo - Piedra 2017 Release released 2017, 48% abv, 1x1 bottle owc, product card 1 bottle 1 bottle per lot \$5500-7500 151 Gran Patron - Anejo - Burdeos - Bordeaux Cask

LOT 153

3cm bc, NOM 1492, bottle #19472, box #1760, 40% abv, 1x1 leather bound custom case, travel corkscrew, replacement stopper 1 bottle per lot \$400-600

LOT 152

LOT 150

3.9cm bc, NOM 1492, bottle #23019, 40% abv, 1x1 bottle owc, booklet per lot \$240-320

153 Gran Patron - Blanco - Smoky 5cm bc, NOM 1492, bottle #18813, 50.5% abv, 1x1 bottle owc 1 bottle per lot \$100-140 154 Redbreast - 21 year old

2% abv, 2x1 bottle ocb's 2 bottles





155 Glenlivet - 25 year old

bottled 2017, batch #0216C, 43%abv, 1x1 bottle owc, booklet 1 bottle per lot \$260-350

156 Macallan - 25 year old - Anniversary Malt 3.7cm beneath capsule, distilled 1970, bottled 1995,

43% abv, 1x1 bottle owc

per lot \$4000-6000

157 Macallan - Rare Cask - 2015 Release

3.2cm beneath capsule, 43% abv, 1x1 bottle ogb1 bottle per lot \$300-400

158-165 NO LOTS

1 bottle



LOT 167

166 Blood Oath - Pact #7 *3.4cm bc, finished in Sauternes casks,*

released 2021, 49.3% abv, 1x1 bottle owc 1 bottle per lot \$160-220

167 Booker's - Bluegill Creek Batch - RELEASE aged 6 years 5 months and 28 days, 64% abv, 1x1 bottle owc
1 bottle per lot \$110-150





per lot \$300-400

168 Booker's - Kentucky Chew - RELEASE aged 6 years 4 months and 12 days,

 63.35%% abv, 1x1 bottle owc

 1 bottle
 per lot \$160-220

169 Buffalo Trace - 11 year old - Baijiu Style Spirit -Experimental Collection

distilled 10/20/2009 from a sorgum and pea sweet mashbill, bottled 03/15/2021, 45% abv

1 half-bottle

LOT 172

YΔ

TAYLOR

170 Col. EH Taylor - Barrel Proof - 2018 Release

5.3cm bc, released 2018, 64.85% abv,1x1 bottle original tube1 bottleper lot \$500-700

171 Col. EH Taylor - Small Batch - RELEASE
4.3cm bc, released 2021, 50% abv,
1x1 bottle original tube
1 bottle per lot \$100-140

172 Col. EH Taylor - Straight Rye - RELEASE 4.7cm bc, released 2019, 50% abv, 1x1 bottle original tube 1 bottle per lot \$150-200





LOT 175

173 Four Roses Kentucky Straight Bourbon -9 Year 2 Month - OBSF 4.2cm bc, selected by Four Roses and Whiskey (1) magazine in honor of Al Young's 50th anniversary with the company, warehouse RN, barrel #38-1R, 54.4% abv, tag Four Roses Kentucky Straight Bourbon - DETAILS ts, non-chill filtered, 52% abv, tag (1) Above 2 bottles per lot \$200-280 NO LOT 174 Four Roses - Small Batch - Limited Edition -175 2017 Release ts, bottle #4574 of 110896, 54% abv 1 bottle per lot \$320-450 176 A Midwinter Night's Dram - Act 5, Scene 7 6.5cm bc, 49.3% abv 1 bottle per lot \$260-350

177 A Midwinter Night's Dram - Act 6, Scene 5 6.3cm bc, 49.3% abv 1 bottle per lot \$240-320



LOT 176



LOT 178

A Midwinter Night's Dram 6.2cm bc, 49.3% abv	a - Act 7, Scene 5	
1 bottle	per lot \$220-300	
1 bottle	per lot \$50-70	
batch 1, bottle #10215, 45.1	% abv	À
	Ĩ	
56% abv, tag	, · · · · ·	
1 bottle	per lot \$80-110	
	 6.2cm bc, 49.3% abv 1 bottle Henry McKenna - 10 year barreled 02/02/2009, barrel 1 bottle Jefferson's - Reserve - Twin batch 1, bottle #10215, 45.1% 1 bottle Jefferson's - Ocean - Voyag 56% abv, tag 	1 bottleper lot \$220-300Henry McKenna - 10 year old - Bottled in Bond barreled 02/02/2009, barrel 615D, 50% abv1 bottleper lot \$50-70Jefferson's - Reserve - Twin Oak batch 1, bottle #10215, 45.1% abvper lot \$60-80Jefferson's - Ocean - Voyage #18 56% abv, tagper lot \$60-80



182 NO LOT





- Pappy van winkle 15 year old 2014 Kelease
 released 2014, 53.5% abv
 1 bottle
 per lot \$2400-3200
- 192Pappy Van Winkle 15 year old 2016 Release
released 2016, 53.5% abv1 bottleper lot \$2200-3000
- Pappy Van Winkle 20 year old 2018 Release
 45.2% abv, bag
 1 bottle per lot \$2800-3800







LOT 196A

LOT 195

LOT 196

- 195Pappy Van Winkle 23 year old 2008 Release3.7cm beneath capsule, bottle D7414,
released 2008, 47.8% abv, bag1 bottleper lot \$4500-6000
- 1961 bottleper lot \$3500-50003.9cm beneath capsule,
bottle D1917, released 2008, 47.8% aby, bag
- 196A
 Pappy Van Winkle 23 year old 2015 Release

 bottle
 G-516, 47.8% abv, bag

 1 bottle
 per lot \$3500-5000
- 197 Parker's Heritage 12th Edition -Orange Curacao Finish ts, 55% abv
 1 bottle per lot \$240-320





LOT 198

LOT 200

198 Russell's Reserve - 13 year old

2-3.6cm bc, 2-57.4% abv

2 bottles

per lot \$900-1200

 199
 Stagg Jr. - Batch #12

 66.15% abv
 1

 1 bottle
 per lot \$300-400

200Thomas H. Handy - Antique Collection -
2017 Release
4.7cm beneath capsule, released 2017, 63.6% abv
1 bottle1bottleper lot \$600-800



201	Van Winkle - 12 year old - Lot 'B' released 2020, 47.8% abv	- 2020 Release	204	Van Winkle - 12 year old - Lot 'B' released 2016, 47.8% abv	² - 2016 Release
	1 bottle	per lot \$900-1200		1 bottle	per lot \$900-1200
202	Van Winkle - 12 year old - Lot 'B' released 2015, 45.2% abv	- 2015 Release	205	Van Winkle - 12 year old - Lot 'B ' released 2017, 47.8% abv	2 - 2017 Release
	1 bottle	per lot \$900-1200		1 bottle	per lot \$900-1200
203	1 bottle released 2015, 47.8% abv	per lot \$900-1200	206	5 Van Winkle - 12 year old - Lot 'B' - 2019 Release released 2019, 47.8% abv	
				1 bottle	per lot \$900-1200



207	Van Winkle - 13 year old - Straig 2013 Release 3cm beneath capsule, bottle #E283 released 2013, 47.8% abv	· ·	210	Weller - Antique 107 3.1cmbeneath capsule, released 2018, 53.5% abv 3.1cmbeneath capsule, releas 53.5% abv	(1) sed 2018,
208	1 bottle Van Winkle - 13 year old - Straig 2020 Release released 2020, 47.8% abv	per lot \$1800-2400 g ht Rye -		Weller - Special Reserve released 2016, 45% abv Above 1 bottle and 1 Liter	(1) per lot \$180-240
209	1 bottle Weller - 12 year old <i>released 2021, 45% abv</i> 1 bottle	per lot \$1400-1800 per lot \$280-380	211	Weller - Full Proof released 2021, 57% abv 1 bottle	per lot \$260-350





LOT 213



LOT 215

212	Weller - Special Reserve Ireleased 2021, 4% abv, 3released 201	9
	4 bottles	per lot \$220-300
213	Whistlepig Straight Rye - 10 year old 1-4.8cm bc, 2% abv, 1-3.9cm bc	I
	2 bottles	per lot \$100-140

214 NO LOT

215 WhistlePig - Boss Hog VI - Samurai Scientist 3.4cm bc, barrel #64, 60.4% abv (120.7 proof), 1x1 bottle ocb, origami pig 1 bottle per lot \$550-750





LOT 216

LOT 217

216	Wild Turkey - Diamond Anniversary				
	4.5cm bc, 45.5% abv, 1x1 bottle owc,	booklet			
	1 bottle	per lot \$240-320			

217 Wild Turkey - Master's Keep - Revival -Oloroso Cask

ts, batch #001, bottle #36559, 50.5% abv, 1x1 bottle ocb damagedts, batch #001, bottle #36559, 50.5% abv, 1x1 bottle ocb damaged 1 bottle per lot \$300-400





LOT 219





LOT 220

MACALLAN

18



LOT 221



LOT 222

LOT 223

MACALLAN

18

218	Willet Rye - Estate - 3 year old 3.3cm beneath capsule, 53.3% abv 3.7cm beneath capsule, 63% abv Above 2 bottles	(1) (1) per lot \$70-90	221	Don Julio - Anejo - 1942 Icuc, 1-6.3cm bc, 2% abv, 1-5.7 2%abv, 1x1 bottle ocb damaged Ix1 bottle ocb damagedc	,
				2 bottles	per lot \$200-280
219	WL Weller - Antique Collection - 4.4cm beneath capsule, released 20. 1 bottle		222	Macallan - 18 year old - Doub <i>43% abv, 1x1 bottle ocb</i> 1 bottle	le Cask - 2021 Release per lot \$240-320
220	Hibiki - Harmony - Ryusui Hyakl 43% abv	a - Limited Edition	223	1 bottle 43% abv, 1x1 bottle ocb	per lot \$240-320
	1 bottle	per lot \$500-700			



- 224 Eagle rare 17 year old Antique Collection -2021 Release 4.5cm beneath capsule, released Summer 2021, 45% abv 1 bottle per lot \$1400-1800
 225 George T. Stagg - Antique Collection - 2019 Release 4 Arm beneral second 2010
- 225 George T. Stagg Antique Collection 2019 Release
 4.4cm beneath capsule, released 2019,
 58.45% abv
 1 bottle per lot \$750-1000
- 226 Old Rip Van Winkle 10 year old 2021 Release released 2021, 53.5% abv
 1 bottle per lot \$750-1000

- 227 Pappy Van Winkle 15 year old 2021 Release released 2021 53.5% abv
 1 bottle per lot \$2000-2800
- 228Thomas H. Handy Antique Collection -
2021 Release4.4 cm beneath capsule, released 2021, 64.75% abv1 bottleper lot \$550-750
- 229 WL Weller Antique Collection 2021 Release
 4.2cm beneath capsule, released 2021,
 62.65% abv
 1 bottle per lot \$1300-1700



230	Old Rip Van Winkle - 10 year old - 2021 Release 53.5% <i>Abv</i>		233	Orphan Barrel - 15 year old - Forged Oak <i>45.25% abv</i>	
	1 bottle	per lot \$750-1000		1 bottle	per lot \$200-280
231	1 bottle 53.5% Abv	per lot \$750-1000	234	Orphan Barrel - 21 year old - Rhetoric 45.1% abv	
		-		1 bottle	per lot \$300-400
232	Col. EH Taylor - Cured Oak 5cm bc, released 2015, 50% abv		235	NOLOT	
	1 bottle	per lot \$2400-3200			



LOT 237



LOT 238

236	Hibiki - 12 year old 43% abv			
	1 bottle	per lot \$350-500		
237	Yamazaki - 18 year old <i>43% abv, 1x1 bottle ocb, tag</i> 1 bottle	per lot \$800-1100		
238	Bushmill's Blended Irish Whiskey - 1608 Anniversary Edition 43% abv, 1x1 bottle ocb		VINGEEMALT WHISKY VINGEMATHIN: 1988	
	1 bottle	per lot \$80-110	WORLD KA	KNOCKANDO
239	Kavalan - Solist - Vinho Barrique bottled 2015, bottle #22 of 238, 58.6% 1x1 700ml original tube, certificate of	authenticity	SOLUST SOLUST Carl Control State	The Single Mail Storten Mistry Pratrix & Banas Ire Amount of the Stort and Amount Banas Amount of the Stort and Stort and Stort and Stort and Stort Banas Amount of the Stort and Stort an
240	1 700ml Knockando - 1978 - 13 year old	per lot \$120-160	The Part of the second se	
	3.8cm beneath capsule, bottled 1992,	43% abv	LOT 239	LOT 240
	1 bottle	per lot \$80-110	-	



LOT 241



LOT 243



LOT 244



LOT 245



LOT 246

241 **Royal Lochnagar - Selected Reserve** 244 Brora - 30 year old - 2009 Release 5.9cm beneath capsule, 43% abv, 1x1 bottle owc bottled 2009, bottle #2467 of 2652, 53.2% abv, 1x1 bottle original tube 1 bottle per lot \$200-280 1 bottle 242 Auchroisk - 1974 - 28 year old - Rare Malts Selection 5.5cm beneath closure, bottle #1604, 56.8% abv

per lot \$500-700

- 245 Cragganmore 1973 29 year old 5cm beneath closure, 52.5% abv 1 bottle per lot \$400-600
- 246 Dalmore 30 year old Stillman's Dram 3.2cm beneath capsule, 45% abv, 1x1 bottle ocb, tag 1 bottle per lot \$950-1300
- 243 Brechin 1977 28 year old Single Malt Scotch 3.6cm beneath capsule, bottled 2005, 53.5% abv, 1x1 700ml ocb 1 700ml per lot \$450-600

1 700ml

per lot \$2200-3000









LOT 249



LOT 250



LOT 251



LOT 252

- 247
 Dalwhinnie 1973 29 year old

 3.6cm beneath capsule, bottled 2003, 57.8% abv

 1 bottle

 per lot \$380-550
- 248Glen Ord 30 year old Natural Cask Strength
bottled 2005, 58.7% abv, 1x1 bottle ocb, lightly scuffed
1 bottle1 bottleper lot \$450-600
- 249 Glenesk 1969 25 year old Hillside Rare Malts
 5.8cm beneath capsule, distilled 1969, bottle #4690, 61.9% abv
 1 bottle per lot \$300-400
- 250 Glenfarclas 30 year old3.1cm beneath capsule, 43% abv,1x1 700ml original tube1 700mlper lot \$300-400
- 251 Glenlochy 1969 25 year old Rare Malts Selection
 6.2cm beneath capsule, bottle #5983, 62.08% abv
 1 bottle per lot \$1400-1800
- **252** Glenrothes 1975 2006 Release *bottled 2006, bottle #3167 of 3708, 43% abv, 1x1 bottle owc, tag* 1 bottle per lot \$450-600



LOT 253

253 Glenrothes - 1985 - 2005 Release

LOT 254

LOT 255

LOT 256

	43% abv, bottled 2005, 1x1 bottle ocb					
	1 bottle	per lot \$140-180				
254	Linkwood - 21 year old - Gordon & MacPhail 43% abv 1x1 bottle ocb					
	1 bottle	per lot \$320-450				
255	Linkwood - 1981 - 26 year old finished in rum casks for 14 years, distilled 1981, bottled 2008, bottle #880 9f 1260, 54.5% aby 1x1 500ml ocb					
	1 500ml	per lot \$140-180				
256	Oban - 1969 - 32 year old 3.8cm beneath capsule, bottle bottled 2002, 55.1% abv 1 bottle	e #3746 of 6000, per lot \$1500-2000				
		-				

 257
 Rosebank - 1981 - 22 year old - Rare Malts Selection

 4.6cm beneath closure, Bottle #0933,
 61.1% abv, 1x1 700ml ocb

 1 700ml
 per lot \$1400-1800



LOT 257



258 Singleton of Auchroisk - 1976 - Bottled 1989 5.9cm beneath closure, bottled 1989, 43% abv 1 bottle per lot \$150-200

Singleton of Auchroisk - 1978 - Bottled 1991 259 4.1cm beneath closure, bottled 1991, 43% abv 1 bottle per lot \$110-150 260 Talisker - 1981 - 20 year old 5.1cm beneath closure, bottle #1803, bottled 2002, 59.7% abv, 1x1 bottle ocb 1 bottle per lot \$1600-2200

261 Talisker - 1975 - 25 year old

6.2cm beneath capsule, bottle #5099, bottled 2001, 59.9% abv 1 bottle

per lot \$800-1100

262 Talisker - 25 year old - VINTAGE

4.6cm beneath closure, bottle #18006, 1 of 21000 bottles, 57.8% abv

1 bottle

per lot \$800-1100



LOT 265

LOT 267

263	Talisker - 30 year old - Natural Cask Strength		266	Orphan Barrel - 26 ye	ar old - Old Blowhard
	bottled 2007, bottle #2	529 of 2958,		bottle #2964, 45.35% at	bv
	50.7% abv, 1x1 bottle	ocb, book		1 bottle	per lot \$750-1000
	1 bottle	per lot \$750-1000			
			267 Willet - 2006 - XCF - Straight Rye		traight Rye
264	A.H. Hirsch - 1974 - 16 year old - Gold Wax			distilled 04/12/2006, on	e of 6912 bottles,
	3.3cm beneath capsule, 45.8% abv, bag			51.7% abv, 1x1 bottle of	riginal tube
	1 bottle	per lot \$3500-5000		1 bottle	per lot \$550-750

55

265 Orphan Barrel - 20 year old - Barterhouse *bottle* #15431, 45.1% *abv* 1 bottle per lot \$300-400





LOT 269



LOT 270



LOT 271

268	Caroni - 1998 - 19 Year Old - Kinti	ra Rum Collection
	3cm bc, distilled Jan 1998 by Caroni	distillery ,
	bottled Sept 2017 by Kintra the rum	collection.
	Cask #6, bottle 129 of 158 bottles, 53	5.1% ABV
	1 700ml	per lot \$150-200

269 Midleton - 2005 - Very Rare 2.5cm bc, distilled and bottled by Midleton Distillery in 2005. Bottle number 044161, 40% Abv 1 bottle per lot \$1000-1400



LOT 272

270	Glenlivet - 12 year old -	
	Classic Golf Courses of Scotland - M	luirfield
	sos on neck, 6.9 cm beneath capsule,	
	loose faux tax strip, 43% abv, 1x1 bott	le ogb
	1 bottle	per lot \$100-140

271 A. Hardy - Grand Selection - Lauzin -Grand Champagne

5.3cm beneath capsule, Lauzin decanter, 40% abv,
1x1 700ml ogb, stopper
1 700ml per lot \$700-900

272 Courvoisier - Erte #1 - Vigne - Erte Series

bottle # H7359, 40% abv, booklet

Designed by leading Art Deco artist Erte, who sadly passed away shortly after the first edition was launched. Some of the eaux-de-vie used date back to 1892, the year Erte was born. The first and eighth edition are particularly rare.

1 bottle

per lot \$700-900



LOT 273



LOT 275





LOT 276

LOT 277

- 273 Courvoisier Erte #3 Distillation Erte Series bottle #A907, 40% abv, 1x1 bottle ogb, certificate of authenticity, booklet
 1 bottle per lot \$350-500
- 274
 1 bottle
 per lot \$350-500

 bottle #L1187, 40% abv, 1x1 bottle ogb,
 certificate of authenticity, booklet
- 275 1 bottle per lot \$350-500 bottle # H7769, 40% abv, 1x1 bottle ogb, certificate of authenticity, booklet
- 276 Courvoisier VOC Baccarat Decanter
 6.2cm bc, Baccarat decanter bottle, 40% abv, missing replacement stopper
 1 bottle per lot \$300-400
- 277 Les Antiquaries du Cognac Hors d'Age Borderies lot B52, bottle 22 of 350, bottled 04/01/2015, 48.7% abv, 1x1 owc
 1 bottle per lot \$1800-2400





LOT 279



LOT 280

278 Macallan - Harmony Collection - Fine Cacao collaboration with El Cellar De Can Roca, 40% abv, 1x1 700ml ocb 1 700ml per lot \$600-800

279 Compagnie des Indes - 33 year old - Jamaican Rum

distilled 12/1983, bottled 08/2017, one of

265 bottles, 54.1% abv, 1x1 700ml owc

A pure single rum from the Hampden distillery in Jamaica. Distilled in 1983 and bottled from a single cask #JHW11. The Hampden Estate was founded in 1753 by a Scotsman called Archibald Sterling, in the Queen of Spain valley of Jamaica's Trelawny parish. For 250 years it remained family owned, selling rum to third-party blenders and independent bottlers.

1 700ml per lot \$550-750 280 Hibiki - Harmony - Ryusui Hyakka - Limited Edition ts, hand painted decanter, 43% abv, 1x1 bottle ocb damaged, booklet 1 bottle per lot \$500-700

281 Obtainium Canadian Rye - 2005 -14 year old - Batch #1 2-3.3cm bc, 2distilled 12/19/2005,

2bottled 08/10/2021, 2batch #1, 2-64.4% abv 2 bottles per lot \$120-160

282 2 bottles per lot \$120-160 1-3.4cm bc, 2distilled 12/19/2005, 2bottled 08/10/2021, 2batch #1, 2-64.4% abv, 1-3.3cm bc



LOT 286

BUFFALO TRACE

CHT BO

TRAC

SUFFALO



LOT 285



LOT 287

283	Belle Meade - Black Belle - Imperial Stout Cask <i>cask #6496, bottle #105, 55.65% abv</i>		285	Buffalo Trace - 2022 Release 2released 2022, 2% abv	
	1 bottle	per lot \$300-400		2 1.75 liters	per lot \$90-120
284	Bardstown Bourbon Co Collaborative Series - The Prisoner <i>tl, finished in red wine barrels, 50% a</i>	bv, tag	286	3 bottles 2released 2013, 3% abv	per lot \$90-120
	1 bottle	per lot \$100-140	287	3 bottles Ireleased 2013, 3% abv, Ireleased 2021, Ireleased 2022	per lot \$90-120





MAK DANIELS



288	B Henry McKenna - 10 year old - Bottled in Bond 290 1barreled on 06/21/2011, 1barrel #11003, 3% abv, 3tag, 1barreled on 11/16/2009, 1barrel #10231, 1barreled on 03/17/2010, 1barrel #9609		290	90 Jack Daniel's - Gold No. 27 3.2cm beneath capsule, 40% abv, 1x1 bottle ogb	
				1 bottle per le	ot \$110-150
	3 bottles	per lot \$130-170			
			291	Jack Daniel's - Single Barrel - #21-09472	
289	J. Mattingly - Keeps on (Giving - Light Whiskey		3.3cm beneath capsule, barrel #21-09472,	(1)
	4.5 cm beneath capsule, bottle 130 of 160,			bottled 11/05/2021, 65.65% abv	
	64% abv			Joseph Magnus - DETAILS	
	1 bottle	per lot \$100-140		9cm bc, 50% abv	(1)

9cm bc, 50% abv (1) Above 2 bottles per lot \$90-120

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292	Old Kirk - Single Barrel - Barrel #7050 4cm beneath capsule, 6 year 9 month, bottle 54 of 176, barrel #7050, 60.75% abv			
	1 bottle	per lot \$150-200		
293	1 bottle 4cm beneath capsule, 6 year 9 month, bottle 109 of 176, barrel #7050, 60.75% abv	per lot \$150-200		
294	294 Weller - Special Reserve			
	screw cap, 45% abv			
	1 bottle	per lot \$50-70		
295	1 bottle screw cap, 45% abv	per lot \$50-70		
296	Willett - 4 year old - Straight Rye 3-4.2cm beneath closure, 3distilled and bottled by willett, 1-53.4% abv, 2-54.1% abv			
	3 bottles	per lot \$120-160		
297	2 bottles 2-4.2cm beneath closure, 2distilled and bottled by willett, 2-54.19	per lot \$80-110 % abv		









LOT 299

LOT 300

298 Tomintoul - Perfume Bottle - Circa 1980s 2atf tax strip over cap, 2released 1982-1985, 2% abv,

1x1 bottle original plastic box,
1x1 bottle original plastic box missing top
2 bottles per lot \$110-150

299 Bardstown Bourbon Co. - Discovery Series - #5 *a blend of straight bourbons from Tennessee and Kentucky, 52.35% abv with tag i bottle per lot \$100-140*300 1 bottle *per lot \$100-140 a blend of straight bourbons from Tennessee and Kentucky, 52.35% abv with*



LOT 301

301 Togouchi - Saint Seiya - Edition #3 one of 888, 46% abv, 1x1 bottle ogb 1 700ml

tag

per lot \$80-110



END OF SALE

SEE YOU IN SEPTEMBER, 2022

INDEX BY PRODUCER

To view and download the index in other formats, such as by Vintage, and to download the catalog in Excel, for easy sorting, please visit: www.AckerAuctions.com

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Little Book - Chapter 3 - The Road Home 35

М

ise
22,223
156
54
278
55
9
56

R

Redbreast - 21 year old	(154)
Rosebank - 1981 - 22 year old - Rare Malts Selection	on .257
Royal Lochnagar - Selected Reserve	241

s

Samaroli - Evolution - 2013 Release - Pure malt 91,92

Т

Talisker - 1981 - 20 year old	260
Talisker - 30 year old - Natural Cask Strength	263
Talisker - 57 Degrees North	57

W

WhistlePig - 13 year old - Boss Hog - The Spirit of		
Mauve 41		
WhistlePig - Boss Hog VI - Samurai Scientist 215		
Wild Turkey - 17 year old - Master's Keep 133,98,99		
Wild Turkey - 17 year old - Master's Keep 133,98,99		
Wild Turkey - Diamond Anniversary 216		
Wild Turkey - Master's Keep - Revival - Oloroso Cask		

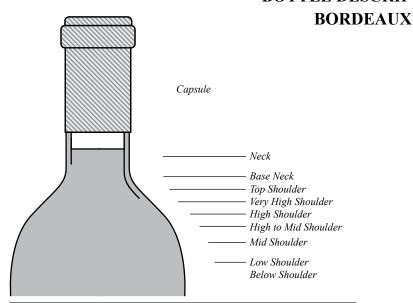
Y

Yamazaki - 12 year old	148	
Yamazaki - 18 year old	237	
Yamazaki - 18 year old	237	
Yamazaki - 18 year old - Mizunara Oak - 2017 Release		
	150	
Yoichi - Limited	(94)	



SINCE 1820

, BOTTLE DESCRIPTIONS



BOTTLE CONDITIONS

PREFI	$\mathbf{X} = v - very s - slightly \\ l - lightly h - heavily$	CC CRC CUC
BSL GSL WASL WISL WASVI WISVL FL LL NL SCL TAL TL TSL WOL WRL STL NOL	Bin Soiled Label Glue Stained Label Water Stained Label Wine Stained Label Water Stained Vintage Label Wine Stained Vintage Label Faded Label Loose Label Nicked Label Scuffed Label Tattered Label Tissue Stained Label Writing on Label Wrinkled Label Stained Label No Label	NC NOC WC WXC TC DC SDC PC SPC SOS SSOS
BN TS VHS HS HTMS MS LS	Base Neck Level Top Shoulder Level Very-High-Shoulder Level High-Shoulder Level High-to-Mid-Shoulder Level Mid-Shoulder Level Low Shoulder	OCB OGB OWC 2OCB 2OWC CRW

CORK CONDITIONS

	Corroded Capsule
C	Cracked Capsule
C	Cut Capsule
	(Usually done to authenticate)
	Nicked Capsule
C	No Capsule
2	Wrinkled Capsule
KC	Waxed Capsule
	Torn Capsule
	Depressed Cork
С	Slightly Depressed Cork
	Protruding Cork
С	Slightly Protruding Cork
S	Signs of Seepage
ŌS	Slight Signs of Seepage
	0 0 10
в	Original Cardboard Box
B	Original Gift Box
'C	Original Wooden Case

Original Gift Box Original Wooden Case Two Original Cardboard Boxes Two Original Wood Cases Cracked Wood

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)	4 ¹ / ₂ -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.

BUYER'S CONDITIONS OF SALE

<u>1. BUYER'S AGREEMENT.</u>

By bidding at auction, each bidder ("Bidder") agrees that these Conditions of Sale ("Conditions of Sale") constitute the agreement between Bidder, on the one hand, and Acker Auction DE, LLC ("Acker Auction DE"), for Delaware live auctions, Acker Merrall & Condit Company ("AMC") for California wine web auctions and/or Acker Auction, Inc. ("Acker Auction"), for live New York or web auctions for spirits, and Acker Merrall & Condit Co. ("AMC"), for web auctions for wines (each respectively and together, "Acker" or the seller/ consignor (the "Seller"), on the other hand, with respect to the sale of the property listed in the auction catalogue (in whatever format published) ("Property").

Acker may amend these Conditions of Sale or the catalogue from time to time and at any time through posted notices, addenda, or errata or through oral salesroom announcements during the sale. By bidding at auction, Bidder agrees to be bound by all of the terms and conditions of these Conditions of Sale and accepts personal liability to pay the purchase price, including the Buyer's Premium (as defined below), taxes and any other applicable charges, for any successful bid. If the Bidder is the successful bidder by virtue of being the highest bidder accepted by the auctioneer, or has otherwise agreed to purchase any lot, wine or other item, the Bidder is referred to herein as the "Buyer."

2. ACKER AS AGENT.

Except as otherwise stated in these Conditions of Sale, Acker acts strictly as agent for the Seller.

3. BEFORE AUCTION.

(a) Lots. Property is divided into separate groupings as determined by Acker in its sole and absolute discretion and each such grouping (a "Lot") is subject to separate bidding at auction.

(b) Inspection. Prior to auction, Bidder is advised to physically inspect any Property in which Bidder is interested in bidding and to rely on such inspection, as opposed to any descriptions in the catalogue or elsewhere.

(c) Experts. Acker may seek views of outside experts on certain Property either before or after the sale. Some Property may be marked to indicate, or show other indicia, that it has been inspected by an expert (including visible writings, stampings and cut capsules).

(i) Bidder Registration. In order to bid at auction, Bidder must have an account with Acker or its affiliates. Bidder can open such an account by: (A) completing and submitting a Bidder Registration form; (B) completing and submitting an Absentee Bid form; or (C) creating such account online (at www. ackerwines.com) or through the "Acker Wines" mobile app (available for downloading at the Apple App Store or Google Play Store). In connection therewith, Bidder will be required to provide the card number, expiration date and security code for an active credit or debit card (Visa, MasterCard or American Express), which Bidder authorizes Acker and its affiliates to validate. Additionally, if an auction is set-up for payment in Cryptocurrencies (as defined below) via Acker's

vendor, BitPay, Inc. ("BitPay"), and Bidder desires to utilize this payment method, Bidder will be required to adhere to the BitPay verification process described Section 5(a)(iii) below. Acker and its affiliates may also require Bidder to provide bank or other financial references. Acker and its affiliates retain the absolute right not to open or to close an account for any prospective Bidder and to refuse any prospective Bidder admission to, or participation in, any auction. Bidders also agree to provide Acker with such information as Acker may reasonably require, including a government issued identification containing a photograph, such as a passport, identity card or driver's license. Acker may use this information to verify Bidder's identification and for other screening and due diligence purposes pursuant to its Privacy Policy (https://www. ackerwines.com/terms-conditions/#legal-privacy), which is incorporated by reference. If Bidder does not agree to the terms of the Acker Privacy Policy, please refrain from providing any personal information and cease any use of Acker's website, apps, or other digital assets.

(d) Absentee, Telephone, Online and Mobile App Bidding. Prior to the sale, Bidders may make arrangements with Acker to participate at auction by absentee or telephone bidding. Bidder may also participate in the sale by bidding through Acker's and its affiliates' online and/or mobile app bidding platforms, which participation shall be subject to the Website and Mobile App Terms of Use (available at https://www.ackerwines.com/ terms-conditions/). Bidders wishing to participate by absentee bidding must complete and submit an Absentee Bid form to Acker in advance of the sale. All absentee bids must be placed in United States Dollars. If Acker receives identical absentee bids for any particular Lot and such bids are the highest amount for that Lot at auction, the winning bid for such Lot shall be determined by the auctioneer in its sole and absolute discretion; provided that the exercise of the auctioneer's discretion is not in a discriminatory manner otherwise prohibited by applicable law. The acceptance of absentee, telephone, online and mobile app bids for any Lot in a live auction is subject to the sole and absolute discretion of the auctioneer. With respect to bids placed through the online or mobile app bidding platforms, any online and mobile app notifications concerning Bidder's bid status may be overridden by the auctioneer. As such, even if Bidder receives an online or mobile app notice indicating that its bid has been accepted, please be advised that the auctioneer may determine otherwise in its sole and absolute discretion, and the auctioneer's decision shall be final. Acker offers complimentary absentee, telephone, online and mobile app bidding solely as a convenience to its clients. In no event shall Acker or its affiliates or auctioneer (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) any absentee, telephone, online or mobile app bids.

4. AT AUCTION.

(a) Catalogues. Bidder is advised to read the print or a PDF copy of the catalogue in its entirety. While Acker has attempted to describe each Lot in the catalogue accurately, in no event shall Acker be liable for any error or omission in any such description. Acker retains the absolute right to amend any

description in any manner prior to and during the auction. Classifications in the text are for identification purposes only and are based on standard sources. Each statement regarding Property, whether oral or written, and whether made in the catalogue, an advertisement, bill of sale, invoice, addendum, notice, announcement, email, or other written or oral communication, is a statement of OPINION ONLY and should not be relied upon by any Bidder. Bidder must make appropriate allowances for natural variations of ullages, and conditions of cases, bottles, labels, caps, corks, capsules, and wine and spirits. In no event shall Acker be required to accept a return, offer credit for, or adjust the price of any Property after delivery except under the terms stated in Section 5(e) below. Images appearing in the catalogue or elsewhere are for illustrative and informational purposes only and may not reveal defects or imperfections in any Lot. Bidder is advised not to rely on images in determining whether to bid on Property and is further advised to personally inspect any Property in which Bidder is interested in bidding prior to placing any bids. ALL PROPERTY IS SOLD "AS IS".

(b) No Representations, Warranties or Guarantees. ACKER AND ITS AFFILIATES, AUCTIONEER AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS. MEMBERS, EMPLOYEES. ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) MAKE NO ORAL OR WRITTEN EXPRESS IMPLIED REPRESENTATIONS, OR WARRANTIES OR GUARANTEES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, ACCURACY, THE CORRECTNESS OF ANY CATALOGUE DESCRIPTION OR OTHER DESCRIPTION AS TO THE ORIGIN, PHYSICAL CONDITION, SIZE, QUALITY, RARITY, AUTHENTICITY, VALUE, ATTRIBUTION, ESTIMATED VALUE. IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, POTABILITY, LITERATURE, HISTORICAL RELEVANCE OR BIBLIOGRAPHIC REFERENCES CONCERNING ANY PROPERTY.

(i) <u>Non-Fungible Tokens.</u> From time to time, Acker may offer at auction a Property that is associated with a non-fungible token ("NFT"). NFTs are unique software identification codes recorded in embedded "smart contracts" that leverage blockchain technology to identify the rightful owner, chain-oftitle, and original issuer of the NFT.

(a) Without limiting the generality of the Section 4(b) above and notwithstanding anything to the contrary herein, ACKER, ITS AFFILIATES AND SELLER (AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, OF SHAREHOLDERS, MEMBERS. EMPLOYEES. ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) cannot and do not represent or warrant that an NFT is reliable, current, or error-free, meets Bidder's requirements, or that defects in the NFT will be corrected. Acker cannot and does not represent or warrant that an NFT or the delivery mechanism for the NFT are free of viruses or other harmful components.

(b) Bidder acknowledges and agrees that ownership of an NFT carries no rights, express or implied, other than property rights to the NFT. Bidder acknowledges and agrees that NFTs may be issued by third parties and not by Acker itself, and

that the transfer of title to the NFT may be subject to separate terms and conditions established by the issuer of the NFT and applicable to all subsequent owners. Similarly, Bidder acknowledges and agrees that NFTs may be issued by Acker and that transfer of title to the NFT will be subject to separate terms and conditions established by Acker and applicable to all subsequent owners. All Bidders should refer to catalogue descriptions for a synopsis of key supplemental terms that may be applicable to Lots that include NFTs.

(c) Bidder acknowledges and agrees that there are risks associated with purchasing and holding NFTs. By purchasing, holding and using NFTs, Bidder expressly acknowledges and assumes all risks associated therewith including, but not limited to, risk of losing access to the NFT due to loss of private key(s), custodial errors or purchaser errors, risk of unfavorable regulatory changes, actions or intervention in one or more jurisdictions, risks related to token taxation, personal information disclosure, fraud, counterfeiting, cyber-attacks and other technical difficulties that may prevent access to or use of NFTs, risk of uninsured losses, unanticipated risks, volatility and market risks, such that the value of NFTs are subject to the potential for permanent or total loss of value.

(d) Bidder acknowledges that Bidder has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens (like NFTs), token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these terms and to appreciate the risks and implications of purchasing and owning NFTs. Bidder acknowledges that Bidder has obtained sufficient information to make an informed decision about owning an NFT, including carefully reviewing the terms of the applicable smart contract and the NFT and fully understands and accepts such terms.

(e) Bidder acknowledges that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. Bidder represents and warrants that Bidder has the right to purchase and own an NFT in compliance with applicable laws and regulation relating to such purchase and ownership in Bidder's jurisdiction.

(c) Reserve Price. Each Lot is sold subject to a reserve price, which is the minimum price below which the Lot will not be sold (unless the auctioneer choses, in its sole and absolute discretion, to accept a lower price and Acker pays the Seller as if the Lot had sold at the reserve price). While Acker has the right to raise or lower the reserve price at any time prior to the time the Lot is opened for bidding by the auctioneer during the live auction, under no circumstance shall the reserve price for a Lot exceed the low estimate for that Lot as printed in the catalogue or as amended by any oral or posted notice. The reserve price for each Lot is available to prospective Bidders upon request, but Acker shall have no ongoing obligation to notify a prospective Bidder who has been informed of any reserve price if such reserve price has thereafter been changed.

(d) Symbol Identifying Interest in Certain Lots. If Acker or its affiliates has a financial interest in any Lot, including a full or partial ownership interest or the provision to the Seller of a minimum price guarantee, such Lot will be identified in the catalogue by the symbol *. Any such financial interest may be held by Acker or its affiliates or jointly by Acker or its affiliates and a third party. Acker or its affiliates and any third party holding a financial interest in a Lot jointly with Acker and/or its affiliates benefit financially if such a Lot is sold at or above a particular price and may incur a loss if it is not. Notwithstanding the foregoing, Bidder shall be deemed to have waived any further claim against Acker and its affiliates as to the failure to provide disclosures beyond those statutorily required to the maximum extent permitted by applicable law.

(e) Estimates. Each Lot in the catalogue is accompanied by a low and high estimate of the selling price, which estimates exclude the Buyer's Premium (as defined below), taxes and any other applicable charges. While estimates are intended as a general guide for prospective Bidders, in no event do they constitute either a representation or prediction of an actual selling price or value and should not be relied upon by Bidder as such. Acker reserves the right to revise estimates at any time prior to the time the Lot is opened for bidding.

(f) Bidding.

(i) Bidder Warranties, Representation and Covenants. By bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), Bidder warrants, represents and covenants that: (A) Bidder is at least twenty-one (21) years of age; (B) Bidder has the legal authority, right, and capacity to buy, receive, possess and otherwise deal in any Lot purchased; (C) any bids made by Bidder or on Bidder's behalf are not pursuant to any anti-competitive agreement and are otherwise in compliance with all applicable laws; (D) any funds used to pay for Property were not directly or indirectly obtained from any criminal activity; and (E) Bidder (and any other party or entity on whose behalf Bidder may be bidding or acting) is not subject to any trade sanctions, embargoes or any other restrictions on trade in the United States or any other jurisdiction in which Bidder or any such other party resides or conducts business. For the avoidance of doubt, if Bidder is bidding as an agent, each of the foregoing representations and warranties are made on behalf of both Bidder and its principal.

(*ii*) Bids per Lot. Unless otherwise announced by the auctioneer, all bids are per Lot in consecutive numerical order as they appear in the catalogue.

(*iii*) Bidding Up to the Reserve Price. Subject to the auctioneer's sole and absolute discretion, bids shall be entered in the order in which they are received. The auctioneer may open bidding on any Lot by placing a bid on behalf of the Seller. The auctioneer may further bid on behalf of the Seller up to but not at or exceeding the amount of the reserve price by placing successive or consecutive bids for the Lot, or by placing bids in response to bids placed by any other Bidder.

(*iv*) Bidding by Acker. Acker and its' affiliates reserve the right to bid for their own accounts or to procure the making of a bid on their behalf and provide notice of such right in their, online auction platform(s), and prior to live auctions in accordance with applicable law. Neither affiliates will bid in auctions held in New York by Acker Auction Inc.

(v) Bidding by Acker Employees.) Bidding by Acker Employees. Acker reserves the right to permit its employees (in the sole and absolute discretion of Acker) to bid for their own accounts on any Lot in the sale. Employees shall bid only by absentee bid submitted prior to the auction and otherwise comply with our employee bidding procedures. Employees may bid at a discounted Buyer's Premium. Acker's discount policy shall be disclosed to any Bidder who requests it. Acker may deny discounts for any particular auction on prior notice before such auction takes place. Employees will not be eligible for a discounted Buyer's Premium on charity auctions such as the auctions to benefit World Central Kitchen ("WCK").

(vi) Bidding Not Reaching the Reserve Price. If bidding on a Lot does not reach the reserve price, the auctioneer may remove the Lot from sale. At the time of such removal and before bidding on another Lot begins, the auctioneer shall announce that the removed Lot has been "passed", "bought in" or other term of similar meaning.

(vii) Hammer Price. The Bidder making the highest bid accepted by the auctioneer will become the Buyer. The striking of the auctioneer's hammer marks the acceptance of such bid as the "hammer price" and the creation of a contract for sale between Seller and Buyer. The auctioneer has discretion to reopen bidding at any time during the auction in which case no contract shall be formed until such final bidding is completed.

(viii) Bidding Increments. The following are the bidding increments that will generally apply to bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means; provided, however, that all increments during an auction are subject to change or modification in the sole and absolute discretion of the auctioneer. Any absentee bid submitted in an incorrect bidding increment will automatically be rounded down to the closest correct increment.

Current Bid	Bidding Increments
\$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 Discretion

(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 (in accordance with Section 4.5.(iv) above), 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) Extension of Internet Bidding Window. For any Internet auctions, if a bid is placed on a Lot within ten (10) minutes of the scheduled close time, the auction for that Lot shall be extended for until the next ten (10) minutes after the scheduled close. Bidding shall be extended in ten (10) minute increments after each subsequent bid is then placed following the close of the auction. In the event the auction is extended, no contract shall be formed until the bidding is concluded.

(j) 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. For any Lots being offered for sale to benefit WCK, Acker will donate its Buyer's Premium in full to WCK. Regarding any charitable auctions including the auctions to benefit WCK, Bidders are advised to consult with their own tax advisors to determine the application of the tax law to their own specific circumstances and whether a charitable contribution deduction is available for any purchase. Please note that all WCK Lots are donated in full by the consignors. Bidders are advised to discuss their particular tax circumstances with their independent tax advisor, including residency eligibility under applicable laws, to determine if a charitable deduction for any purchase is available in any jurisdiction outside the United States.

(k) 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. Buyers will

not be eligible for any Buyer's Premium discounts with regard to WCK auctions.

(I) 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. Invoices reflecting the total amount due will be sent to each Buyer within two (2) days following the close of the auction (email to suffice). For any Internet, Buyer agrees to pay such invoice in full within fortyeight (48) hours following the close of the auction. For any Live auction, 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 forty-eight (48) hours after the date of the Internet auction, or more than thirty (30) days after the date of the Live 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. In the event Buyer has not paid in full within sixty (60) days following the close of the auction, Acker reserves the right to cancel the sale and reoffer such Lot(s), in addition to any of our rights upon buyer default.

(ii) Method of Payment. (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). All web auction buyers have the responsibility to have a valid credit card on file with Acker that will be tokenized through its payment processor. In the event Acker is unable to automatically charge buyer's credit card within forty-eight (48) hours after the close of the auction for any reason, it is the obligation of the buyer to contact Acker to make alternative payment arrangements within this forty-eight (48) hour period. For successful buyers at web auctions, such buyers will be notified by email the night of the close of the auction (Eastern Time) of their purchase and be issued an invoice (typically a Sunday). The next day the buyer's credit card will be automatically charged for their purchase to which Bidders consent by participating in the auction and agreeing to these Conditions of Sale. If for any reason a buyer's credit card is declined, the buyer will be notified of the need for alternative payment by the Thursday of that week by 12a.m. Eastern Time. If we do not receive payment by that time, the Lot(s) will be deemed to be defaulted on, and we shall reoffer the Lot(s) in the next available web auction.

(a) 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. If a Buyer wishes to take possession of the Property, it will need to disclose its contact information to Acker.

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.

Buyers at Acker Auction must make arrangements to ship or pick up their purchase of Property within no later than sixty (60) days from the date of auction. If Buyers do not make arrangements for the delivery or pick up of the purchased Property which is located at our Valley Cottage, New York warehouse within sixty (60) days from the auction in which Buyers purchased the Property from the date of the relevant auction Buyers will be charged a storage fee of twenty-five dollars per unit purchased (USD\$25 per/unit). Furthermore, if Buyers have not arranged for the shipping or pick up of the purchased Property within six (6) months from the auction date, we will reoffer the Property at estimates to be set in our sole discretion.

(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 California or New York, where AMC and Acker Auction are licensed, respectively.

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 California, or Buyer requires delivery to California, California sales tax 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. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR ALL PURCHASEDPROPERTY. Acker shall bear no liability for any risk of loss to Buyer's purchased Property in excess of \$500.00; and in no event will Acker be liable for special, consequential, or exemplary damages.

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 except to California or New York, pursuant to the terms in this Section. 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 <u>New York Live Auctions and Internet Auctions of</u> <u>spirits</u>, 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 <u>Wines</u>, 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; (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) (for internet auctions of wines only), arrange for delivery of the Property to the Buyer in California, where AMC is licensed, and Buyer must 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. Neither Acker Auction DE nor AMC can deliver Property except within the state which issued the license pursuant to which the auction was held or to 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 APPROPRIATE 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 (DELAWARE OR CALIFORNIA). ACKER WILL COLLECT APPLICABLE SALE TAX FOR DELIVERIES INTO THE STATE WHICH ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED. (AT THIS TIME DELAWARE DOES NOT IMPOSE A SALES TAX). DELIVERY TO A **COMMON CARRIER OR FREIGHT FORWARDER FOR** SHIPMENT OUTSIDE 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 JURISDICTIONS OVER THE TRANSACTION AND TO PAY ANY AND ALL TAXES, FEES, EXPENSES, FINES, INTEREST, 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 outside the United States or to California or Delaware is required, Acker 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 inperson 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. ONCE CUSTODY OF ANY PURCHASED 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.** DIRECTORS, SHAREHOLDERS, MEMBERS, ATTORNEYS, **EMPLOYEES. REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL** HAVE NO LIABILITY OF ANY KIND TO BUYER OR ANY OTHER PARTY IN CONNECTION WITH ANY SUBSEQUENT DETERIORATION, DAMAGE, OR OTHER LOSS OF ANY KIND IN CONNECTION THEREWITH, NO MATTER HOW OCCASIONED, WHETHER RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE STORAGE OF SUCH **PROPERTY AT ACKER STORAGE, THE SHIPMENT,** TRANSPORTATION OR DELIVERY THEREOF (INCLUDING, 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 STORAGE 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 LEGAL ACTION AGAINST ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) RESULTING FROM ANY DETERMINATION MADE (OR FAILED TO BE MADE) BY ACKER UNDER THIS SUBSECTION. IN THE EVENT THAT BUYER FAILS TO PROVIDE TIMELY AND PROPER NOTICE TO ACKER UNDER THIS SUBSECTION, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT TO **RESCISSION AS HEREIN 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. In the event Acker suspects the Property of a fraudulent activity or is a forgery, Acker may cancel any sale of such Property and hold such Property if it is in the possession of any Acker entity, including Acker Storage LLC. In the event the sale is cancelled after Buyer has made payment to Acker, Acker shall return such funds 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 Delaware auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3). The New York auctions are conducted pursuant to

N.Y. Alcoholic Beverage Control Law §99-g. California auctions are conducted pursuant to California Business & Professions Code §23355.1; Commercial Code §§1812.600-1812.610 and §2328.

7. JURY TRIAL WAIVER.

EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING FROM, RELATING TO, OR CONCERNING THESE CONDITIONS, INCLUDING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE CONDUCT OF THE AUCTION.

EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER AGREE THAT ANY LEGAL ACTION OR PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR **REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED,** OR PRIVATE REPRESENTATIVE ATTORNEY GENERAL ACTION, UNLESS EACH PARTY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ACTION. THIS CLASS ACTION WAIVER IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

8. LIMITATIONS OF LIABILITY.

ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLERS (AND EACH OF THEIR RESPECTIVE **OFFICERS**, DIRECTORS, SHAREHOLDERS, **MEMBERS**, **EMPLOYEES,** ATTORNEYS, **REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL** NOT BE LIABLE TO ANY BIDDER (INCLUDING BUYER) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF **REVENUE, INCOME OR PROFITS, LOSS OF USE OR** DATA, DAMAGES FOR BUSINESS INTERRUPTION, USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, **OR MISTYPED ADDRESSES; SERVER FAILURE OR** DATA LOSS, CORRUPTED WALLET FILES,

UNAUTHORIZED ACCESS TO APPLICATIONS, ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION INTERNET OR SYSTEMS OUTAGES, VIRUSES OR MALICIOUS CODES, HACKING OR OTHER ATTACKS) ARISING

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Absentee Bids

For those who wish to bid by fax, e-mail, phone or 'BidLive' over the internet,:

An Absentee Bid Form follows this page, and is provided for those who wish to bid either by fax, email, or phone. Please complete this form in its entirety to include lot numbers and the highest dollar amount you wish to pay for each respective lot, and return it to Acker Merrall & Condit no later than 9:00pm ET on Wednesday, August 24th, 2022.

If you wish to bid via fax: Please fax your bids to **877.ACKER.24** (International Fax: +1 **212.799.1984**)

If you wish to bid via e-mail:

Please e-mail your bids to **info@ackerwines.com** prior to 9:00pm ET on Wednesday, August 24th, 2022. Be sure to include all information required on the Absentee Bid Form in your transmission.

DO NOT SEND YOUR BIDS BY REGULAR MAIL.

If you wish to phone in your bids:

Please contact our office between the hours of 9:00am and 6:00pm ET, Monday through Friday, at 877.ACKER.47 or 212.787.1700 and ask to place some bids.

• Please have your bids ready, as well as a credit card.

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- Phone bids will be accepted on an appointment basis only. Please fax your
- Absentee Bid Form to 877.ACKER.24 by 9:00pm ET on Wednesday, August 24th, 2022.
- Please print the word **TELEPHONE** at the top of your Absentee Bid Form.

Restrictions regarding phone bidding:

- Phone bidding is offered as a courtesy, and no guarantee of successfully contacting the phone bidder is made by Acker Merrall & Condit.
- When possible, phone bidders are urged to leave "emergency bids" in the event phone contact cannot be established.
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If you wish to 'BidLive' via the internet:

Please e-mail your request to BidLive@ackerwines.com prior to <u>12:00pm</u> ET on Wednesday, August 24th, 2022. Please be sure to include all information required on the Absentee Bid Form in your transmission.