

Wine Storage Agreement

1. Definitions.

As used in this Agreement the terms defined below shall have the following meanings:

- (a) "Agreement" shall mean this document together.
- (b) "Lessee" shall mean the individual or entity (together with all agents, employees, successors, or assigns) contracting with the Lessor by this Agreement.
- (c) "Lessor" shall mean Acker Storage, LLC, a Delaware limited liability Company ("Acker Storage").
- (d) "Unit" shall mean a single stored item (bottle, magnum, etc.) of an alcoholic beverage to be stored by the Lessee consistent with the terms of this Agreement.
- (e) "Property" shall mean all inventories of stored Units.

2. Nature of Services.

Lessor agrees to provide, at Lessee's option, space for the storage of Property in a temperature-controlled environment. Lessor shall also make available the additional services as set forth in this Agreement.

3. Duration and Method of Payment.

The term of this Agreement shall be thirty (30) days ("Initial Term") from the date of the last signature placed on this Agreement or upon the receipt by the Lessor from or on behalf of the Lessee of any Property for storage, whichever occurs first. Once any Property of the Lessee is given to Lessor for Storage, this agreement and all its provisions are binding, regardless of Lessor's possession of a signed contract. Upon the expiration of the Initial Term, this Agreement shall renew from month to month ("Renewal Term") unless terminated, in writing, by either party no later than fifteen (15) days before the expiration of the Initial Term or then applicable Renewal Term. Full payment for the Initial Term must be made upon the Lessee's signature on this Agreement or upon the Lessor's receipt of any Property for Storage from the Lessee or Acker Auction DE, LLC, whichever occurs first. Payment for subsequent Renewal Term(s) shall be due quarterly prior to the commencement of the next Renewal Term. Any other sums that become due pursuant to this Agreement shall be due upon the Lessee's receipt of an invoice for same.

Lessee agrees to furnish Lessor with valid credit card information that will be used to satisfy all billing to the Lessee's account. Lessor is authorized to charge the Lessee's credit card for any amounts due and owing pursuant to this Agreement.

4. Fees.

- (a) Rent shall be charged to Lessee per month by "box" charge billed quarterly in "groups" as follows:

Group A \$1.33 for 1-2250ml
Group B \$1.66 for 2251-4500ml
Group C \$1.99 for 4501-9000ml

For any Property over 9001ml, the same cost structure described above shall apply. For example, 9001ml will be charged at the price of Group A plus Group C.

- (b) Re-Sizing
Lessor will charge \$2.50 per corrugated box of any size when moving Units between groups. For example, if Lessee has 7 bottles in a 12-bottle box and pulls 1 bottle, Lessor will automatically charge Lessee \$2.50 for a 6-bottle box re-size or re-consolidation of the Units.

- (c) Inventory and Handling
Lessor shall charge Lessee \$.50 per Unit for all handling, inventory, and each inbound or outbound arrangement.
- (d) Boxes
Lessee shall pay \$2.50 for each corrugated box. At Lessee’s request, styrofoam boxes will be supplied at the following rates:

Styrofoam box charges are as follows:

1 Bottle Foam: \$3.50	2 Bottle Foam: \$5.00	3 Bottle Foam: \$6.00
6 Bottle Foam: \$9.00	12 Bottle Foam: \$14.00	15 Bottle Foam: \$16.00
1 Magnum Foam: \$5.00	2 Magnum Foam: \$7.00	3 Magnum Foam: \$9.00
6 Magnum Foam: \$18.00	Imperial: \$17.00	9 Liter: \$32.00

Acker Storage, LLC will repack all inbound styrofoam boxes larger than 2250ml for a charge of \$2.50 per box.

- (e) Pallets
If Lessee requires, Acker Storage, LLC can provide pallets for usage by Lessee for \$100 per month. If pallets arrive at the storage facility, such pallets will not be inspected. Acker Storage, LLC does not unwrap pallets and expressly disclaims liability for any loss or damage to any pallets received.
- (f) Packing On-Site
If Lessee requests, Acker Storage, LLC to pack its Property at the Lessee’s site, Lessee shall be charged \$60 per hour for the labor in packing and consolidation.

5. Shipping from Acker Auction DE, LLC to Acker Storage, LLC.

The fees provided in Section 4 shall apply to the storage of Property for the successful bidder at an Acker Auction DE, LLC auction by Acker Storage, LLC. Such Property shall be transferred from Acker Auction DE, LLC to Acker Storage, LLC on the 6th business day (Monday-Friday, not including major holidays) on behalf of the successful bidder.

For non-auction Property, Property picked up by Acker Storage, LLC in Delaware shall have no shipping charge. Storage charges will still apply.

Licensee will be required to state whether wine purchased at Auction will be consumed in Delaware. Licensee will be liable for Delaware excise taxes.

6. Insurance.

LESSEE IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR ALL STORED ITEMS. Lessee shall provide proof of insurance to Lessor at the commencement of the Initial Term and no later than fifteen (15) days after the commencement of any Renewal Term. Acker Storage, LLC shall be named as an additional insured. In the event Lessee fails to provide proof of proper insurance, Lessee will be responsible for all risk of loss to the fullest extent permitted by law.

To the fullest extent permitted by law unless otherwise agreed in advance and an additional fee is paid therefore, Acker Storage, LLC shall bear no liability for any risk of loss to Lessee’s Property in excess of \$1,000; and in no event will Acker Storage be liable for consequential or exemplary damages. Lessees must make their own insurance arrangements and send a copy of such insurance certificate to Acker Storage, LLC. Upon request, Acker Storage, LLC shall provide a list of potential insurers to Lessee. If Lessee is waiving

any insurance to its stored Property, please check the box below:

LESSEE WAIVES ANY INSURANCE FOR THE PROPERTY:

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Liability for Warehouses in General: Under 6 Del. C. 7-204(a), a warehouse is liable for damages for loss of or injury to the goods caused by its failure to exercise care with regard to the goods that a reasonably careful person would exercise under similar circumstances. Unless otherwise agreed, the warehouse is not liable for damages that could not have been avoided by the exercise of that care. Damages may be limited by a term in the warehouse receipt or storage agreement limiting the amount of liability in case of loss or damage beyond which the warehouse is not liable. Such a limitation is not effective with respect to the warehouse's liability for conversion to its own use. On request of the bailor in a record at the time of signing the storage agreement or within a reasonable time after receipt of the warehouse receipt, the warehouse's liability may be increased on part, or all of the goods covered by the storage agreement or the warehouse receipt. In this event, increased rates may be charged based on an increased valuation of the goods. Reasonable provisions as to the time and manner of presenting claims and commencing actions based on the bailment may be included in the warehouse receipt or storage agreement.

7. Interest Charges and Invoice Payment(s).

In the event the Lessee's account remains unpaid or outstanding for thirty (30) days, a fee of one point five percent (1.5%) will be added to the invoice total. An additional one point five percent (1.5%) interest fee will be applied for every thirty (30)-day cycle that passes without payment by the Lessee. Total interest shall not exceed the maximum permitted by law.

8. Representation as to Ownership or Right to Store.

Except as otherwise provide in this Agreement, Lessee represents that it has good title to all stored Property, and that there are no legal restrictions relating to the Lessee's right to store said Property.

Lessee shall indemnify and hold Lessor harmless in the event Lessor incurs any liability or expense whatsoever relating to the title, ownership, seizure, forfeiture, or possession of any stored Property.

9. Right of Inspection and Access.

Except as otherwise provided herein, upon reasonable notice, Lessor and its agents shall have the right at all times during the Initial Term of this Agreement and any Renewal Term to enter the storage facility for the purpose of inspecting the integrity of the structure and contents of the Property or to inventory the Property. Lessees shall be granted physical access to their stored Property by appointment only, and at times agreed to by Lessor. Any inspection done by Lessee will require accompaniment by an authorized representative of Acker Storage and accommodated as soon as reasonably practicable by Acker Storage, LLC.

10. Holdover by Lessee.

In the event any account falls into arrears, Lessor may deny Lessee access to the storage locker(s) and/or their contents until Lessee's account has been paid in full.

11. Liens and Default.

Acker Storage shall have a lien against any and all Property of the client in the storage locker(s) for any and all amounts due to Acker Storage from client. If client defaults in payment, or breaches any other provision of this agreement, Acker Storage shall give client written notice of such default or breach, and client will have thirty (30) days following receipt of such notice to cure the default or breach to Acker Storage's satisfaction. If such default or breach shall remain uncured after thirty (30) days, Acker Storage shall have

the right to terminate this agreement and to pursue any legal or other remedies available. Such remedies may include sale of the Property in satisfaction of all amounts due. If Acker Storage elects to sell the Property, it may do so by any means commercially reasonable. The sale of the Property by Acker Auction, LLC or any other auction house or company licensed to sell the Property at auction shall be deemed commercially reasonable. Client hereby confirms its understanding that such a sale is the best means to recover the highest value for the wine and knowingly and explicitly waives its rights to a statutory sale under any applicable statute to the fullest extent permitted by law. Acker Storage shall consider any additional personal Property belonging to client (other than stored items) and left on the premises after thirty (30) days' written notice to be abandoned, in which case Acker Storage may dispose of all such personal Property in any manner Acker Storage shall deem proper and is hereby relieved of all liability in doing so. Client agrees to reimburse Acker Storage for its reasonable costs, disbursements, and attorney's fees incurred in relation to any breach or default under this agreement by the client.

12. Warehouse Indemnity Agreement.

To the fullest extent permitted by law, Lessee agrees to hold harmless Lessor, together with its employees and agents, and its respective successors and assigns from any claim, action, liability, loss, damage, or suit arising from the transport, handling, or storing of the items placed or to be placed into storage (other than arises from or relates to the intentional misconduct or gross negligence of the Lessor), or the effect on such items of any ambient conditions, fire, flood, failure of interior and/or exterior structures both secured and/or unsecured, sprinkler discharge, or any other claim that may arise from conditions or factors beyond the control of the Lessor. The foregoing does not impair the right of Lessee to make claims and collect the proceeds under policies of insurance covering claims for damage to, or loss of wine, when such coverage is purchased by Lessee from Lessor.

13. Binding Effect.

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

14. Inventory.

All items placed in Storage must be inventoried and entered into Lessor's computerized inventory and valuation system. For the purposes of this Agreement, the inventory shall include the quantity, wine name, vintage, producer, special vineyard designation (where applicable), box code, and bottle size of all stored items.

15. Shipping.

Lessee must make its own arrangements for any shipping or delivery.

All boxes picked-up by the Lessee or any agents of the Lessee must be marked by Lessor with a sticker or marker indicating Lessor's last name or client identification number. Lessor may also mark boxes with stickers or numbers if deemed necessary by the Lessor.

Lessee must provide reasonable notice for any pick-up or delivery request. Acker Storage, LLC shall accommodate any such request as soon as reasonably practicable.

16. Taxation.

Lessee shall be responsible for all applicable sales taxes, excise taxes and other fees and taxes, penalties and interest imposed by any governmental entity. Currently, Delaware is a no sales tax state.

17. Governing Law and General Terms.

This Agreement shall be deemed to have been made and entered into in the State of Delaware. This Agreement shall be governed by the laws of the State of Delaware without regard to conflict of laws and principles. This Agreement represents the entire understanding between the parties and shall supersede all prior Agreements, representation, or understandings of the parties. This Agreement may not be modified other than in writing signed by both parties.

18. Survival.

Lessor and Lessee agree that the representations, indemnification, payment obligations, and insurance obligations, as well as any warehouse liens, contained or arising out of this Agreement shall survive its expiration or termination.

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Date Signed by Lessee: _____

Lessee Signature

Date Signed by Lessor: _____

For the Lessor
Acker Storage, LLC
Irvin Goldman
Director

SEE NEXT PAGE

GIVE A RECEIPT WHICH INCLUDES THE FOLLOWING INFORMATION

- (1) A statement of the location of the warehouse facility where the goods are stored;
- (2) The date of issue of the receipt;
- (3) The unique identification code of the receipt;
- (4) A statement whether the goods received will be delivered to the bearer, to a named person, or to a named person or its order;
- (5) The rate of storage and handling charges, unless goods are stored under a field warehousing arrangement, in which case a statement of that fact is sufficient on a nonnegotiable receipt;
- (6) A description of the goods or the packages containing them;
- (7) The signature of the warehouse or its agent;
- (8) If the receipt is issued for goods that the warehouse owns, either solely, jointly, or in common with others, a statement of the fact of that ownership; and
- (9) A statement of the amount of advances made and of liabilities incurred for which the warehouse claims a lien or security interest, unless the precise amount of advances made or liabilities incurred, at the time of the issue of the receipt, is unknown to the warehouse or to its agent that issued the receipt, in which case a statement of the fact that advances have been made or liabilities incurred and the purpose of the advances or liabilities is sufficient.