

CONDITIONS OF SALE

THE POPULAR AUCTION, LLC AS AGENT

The lots listed in this catalogue will be offered by The Popular Auction, LLC as owner or as agent for consignor(s) subject to the following terms and conditions.

By bidding at auction you agree to be bound by these Conditions of Sale.

BEFORE THE SALE

Prospective buyers are strongly advised to personally examine any property in which they are interested before the auction takes place. Condition reports are usually available on request, on lots with a low estimate of \$300 and above. All lots are sold "AS IS" and without recourse and neither The Popular Auction, LLC, nor its consignor(s) makes any warranties or representations, express or implied with respect to such lots. Neither The Popular Auction LLC, nor its consignor(s) makes any express or implied warranty or representation of any kind or nature with respect to merchantability, fitness for purpose, correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, material, genuineness, attribution, provenance, period, culture, source, origin, exhibitions, literature or historical significance of any lot sold. The absence of any reference to the condition of a lot does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging. No statement, whether written or oral, and whether made in the catalogue, or in supplements to the catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, the remarks of an auctioneer, or otherwise, shall be deemed to create any warranty, representation or assumption of liability. The Popular Auction, LLC, and its consignor(s) make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. The Popular Auction, LLC, expressly reserves the right to reproduce any image of the lots sold in the catalogue.

AT THE SALE

Refusal of Admission – The Popular Auction, LLC, has the right, at our complete discretion, to refuse admission to the premises or participation in any auction and to reject any bid.

Registration before Bidding – A prospective buyer must complete and sign a registration form and provide identification before bidding. We may require bank or other financial references.

Bidding as Principal – When making a bid, a bidder is accepting personal liability to pay the purchase price, including the buyer's premium, all applicable taxes and all other applicable charges, unless it has been explicitly agreed upon in writing with The Popular Auction, LLC, before the commencement of the sale that the bidder is acting as agent on behalf of an identified third party acceptable to The Popular Auction, LLC, and that The Popular Auction LLC, will only look to the principal for payment.

Absentee Bids – We will use reasonable efforts to carry out written bids given to us prior to the sale for the convenience of clients who are not present at the auction in person, by an agent or by telephone. Bids must be placed in U.S. dollars. If we receive written bids on a particular lot for identical amounts, and these are the highest bids on the lot at the auction, it will be sold to the person whose written bid was received and accepted first. Execution of written bids is a free service undertaken subject to other commitments at the time of the sale and we do not accept liability for failing to execute a written bid or for errors and omissions in connection with the written bid.

Telephone Bids – On lots with a low estimate of \$300 and above and if a prospective buyer makes arrangements with us prior to the commencement of the sale we will use reasonable efforts to contact them to enable them to participate in the bidding by telephone and we do not accept liability for failure to do so or for errors and omissions in connection with telephone bidding. These telephone bids may be recorded at the discretion of The Popular Auction, LLC.

Online Bids – We will use reasonable efforts to carry out online bids and do not accept liability for equipment failure, inability to access the internet or software malfunctions related to the execution of online bids.

Reserves – Some lots in the sale are subject to a reserve which is the confidential minimum price below which such lot will not be sold. The reserve will not exceed the low estimate of the lot. Reserves are agreed upon with consignors or, in the absence thereof, the absolute discretion of Leslie Hindman Auctioneers, Inc. The auctioneer may open the bidding on any lot below the reserve by placing a bid on behalf of the seller. The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve, either by placing consecutive bids or by placing bids in response to other bidders. With respect to lots that are offered without reserve, unless there are already competing bids, the auctioneer, in his or her discretion, will generally open the bidding at half of the low estimate for the lot. In the absence of a bid at that level, the auctioneer may proceed backwards at his or her discretion until a bid is recognized, and then continue up from that amount.

Auctioneer's Discretion – The auctioneer has the right at his or her absolute and sole discretion to refuse any bid, to advance the bidding in such a manner as he or she may decide, to withdraw any lot, and in the case of error or dispute, and whether during or after the sale, to determine the successful bidder, to continue the bidding, to cancel the sale or to reoffer and resell the item in dispute. If any dispute arises after the sale, our sale record is conclusive.

Successful Bid – The highest bidder acknowledged by the auctioneer will be the purchaser. In the case of a tie bid, the winning bidder will be determined by the auctioneer at his or her sole discretion. In the event of a dispute between bidders, the auctioneer has final discretion to determine the successful bidder or to reoffer the lot in dispute. If any dispute arises after the sale, the The Popular Auction, LLC, sale record shall be conclusive. Title passes upon the fall of the auctioneer's hammer to the highest acknowledged bidder subject to the Conditions of Sale set forth herein, and the bidder assumes full risk and responsibility.

AFTER THE SALE

Buyer's Premium – In addition to the hammer price, the buyer agrees to pay The Popular Auction LLC, a buyer's premium and the applicable sales tax added to the final total. The buyer's premium for purchases made in-house and via live is twenty-five percent (25%) of the hammer price up to and including \$10,000; twenty percent (20%) of any amount in excess of \$10,000 up to and including \$100,000; and fifteen percent (15%) of any amount in excess of \$100,000.

Payment – The buyer must pay the entire amount due (including the hammer price, buyer's premium, all applicable taxes and other charges) no later than 5 p.m. on the seventh (7) business day following the sale. Payment in U.S. dollars may be made with cash; bank check or cashier's check drawn on a U.S. bank; money order; or wire transfer unless other arrangements are made with The Popular Auction, LLC. The Popular Auction, LLC reserves the right to hold merchandise purchased by personal check until the check has cleared the bank. The purchaser agrees to pay The Popular Auction, LLC, a handling charge of \$50 for any check dishonored by the drawee.

Tax Exempt Notice – Lots marked with an asterisk (*) are tax exempt as permitted by law.

Collecting Purchases – Once The Popular Auction, LLC, has received all funds due to us, the buyer shall collect purchased lots within seven (7) business days from the date of the sale.

Packing and Shipping – If your bid is successful, we can provide you with a list of shippers. We will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us. Property will not be released to the shipper without the buyer's written consent and until payment has been made in full. Packing and handling of purchased lots by us is at the entire risk of the purchaser, and Leslie Hindman Auctioneers, Inc. will have no liability of any loss or damage to such items.

Non Payment – If we do not receive payment in full, in good cleared funds, within seven (7) business days following the sale, we are entitled in our absolute discretion to exercise one or more of the following measures, in addition to any additional actions available to us by law: a.) to impose a late charge of one and a half percent (1.5%) per thirty (30) days of the total purchase price b.) to hold the defaulting buyer liable for the total amount due and to begin legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law c.) to cancel the sale d.) to resell the property publicly or privately with such terms as we find appropriate, to resell the property at public auction without reserve, and with the purchaser liable for any deficiency, cost, including handling charges, the expenses of both sales, our commission on both sales at our regular rate, all other charges due hereunder and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligations to us, any property in our possession owned by such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or in the case of bank or cashier's checks, we have confirmed their authenticity. e.) to offset against any amount owed f.) to not allow any bids at any upcoming auction by or on behalf of the buyer g.) to take other action as we find necessary or appropriate

Failure to Collect Purchases – If property is not picked up within ten (10) days following the sale, whether or not payment has been made, The Popular Auction, LLC reserves the right to charge \$10 per lot per day or to deliver said property to a public warehouse for storage at the purchaser's expense. Leslie Hindman Auctioneers, Inc. shall have no liability for any damage to property left on its premises for more than seven (7) business days following the sale. In addition, we reserve the right to impose a late charge of one and a half percent (1.5%) per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. For property that is not picked up after thirty (30) calendar days, an additional administration fee of \$75 will be charged. Property which is paid for but left on our premises for any reason in excess of sixty (60) calendar days is subject to sale by us with the balance of any funds recovered in excess of storage charges and any other fees being remitted to you.

LIABILITY

Condition Reports – The Popular Auction, LLC, is not responsible for the correctness of any statement of any kind concerning any lot, whether written or oral, nor for any other errors or omissions in description or for any faults or defects in any lot. Neither the seller, ourselves, our officers, employees or agents, give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance. Except as required by local law any warranty of any kind whatsoever is excluded by this paragraph.

Purchased Lots – If for any reason a purchased lot cannot be delivered in the same condition as at the time of sale, or should any purchased lot be stolen, mis-delivered or lost prior to delivery, The Popular Auction, LLC, shall not be liable for any amount in excess of that paid by the purchaser.

Legal Ramifications – The rights and obligations of the parties with respect to these Conditions of Sale, the conduct of the auction and any matters connected with any of the foregoing shall be governed and interpreted by the laws of the jurisdiction in Illinois. If any part of these Conditions of Sale is found by any court to be invalid, illegal or unenforceable, that part shall be discounted and the rest of the conditions shall continue to be valid to the fullest extent permitted by law.

Discretion - Any and all of the conditions may be waived or modified in the sole discretion of The Popular Auction, LLC.

I agree to the above Conditions of Sale.

Print Name

Signature

Date