SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK, PART 65

IN THE MATTER OF AN APPLICATION FOR A WARRANT
TO SEARCH THE PREMISES LOCATED AT THE
METROPOLITAN MUSEUM OF ART, 1000 5TH AVENUE,
NEW YORK, NEW YORK 10028 ("THE TARGET PREMISES")

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INCOMING EXPECT

Registrar

G&RSH.2010-22

PREPARED BY:

Matthew Noiseux 212-570-3779

DATE:

October 7, 2010

SHIPMENT TYPE:

Incoming-Delivered-Third Party

PURPOSE:

Long-term loan

OWNER/VENDOR: Mr. and Mrs. Michael Steinhardt

1158 Fifth Avenue

New York, NY 10029 Phone: (212) 831-1349 /

914-666-5712

Work phone: (212) 371-7300 Work fax: (212) 371-3241

Home fax: (212) 831-3067

SHIP FROM: Phoenix Ancient Art SA

47 East 66th Street

New York, NY 10065

212-343-0263

212-288-7518

SPECIAL REQ:

The object is owned by the Steinhardts but will be coming from Phoenix Ancient Art

CONTACT:

CONTACT PHONE:

THE FOLLOWING: Greek, Attic

50 lbs

-> Head of a bull: Marble head of a bull

2nd quarter of the 5th century B.C., ca. 480-460

Marble

H.: 13 in. (33 cm) - without the \$700,000 stand

Alex-- 12-1 5:30 bring materials

L.2010.40a,b

MMA000159



The Metropolitan Museum of Art

1000 Fifth Avenue, New York, NY 10028-0198 Tel 212-879-5500 Fax 212-988-2140

Departmental Loan Agreement

Return this form to: Matthe	ew Noiseux Curat	torial Department Greek and Roman Art	L. 2010.40a, 6
Proposed term of loanTw	o Years Renewable		
Lender(s) Mr. and Mrs. Mich.	ael Steinhardt		
Address 1158 Fifth Avenue, N	New York, NY 10029		
Telephone	Fax	Email	
Name of artist or attribution			
Object or title			
W. M. C. W. C.			
		Inventory number	
Is the work signed? ☐ Yes ☐	No .		
☐ Work is two-dimensional:			
	Height with frame	Width without frame Width with frame	
☐ Work is three-dimensional:	Height	Width	
	Depth	Weight	
Acquired from Robin S	late work entered collection (attac Symes into the Beierwaltes benix Ancient Art and sold	Private Collection in 1996 to Mr. Steinhardt on August 10, 2010	
submits a detailed provenance to The information supplied by the Laken as an expression of opinior The Lender agrees that the work wither, that the work will not be oull legal title to the work or that he and hold harmless the Metropolita. The Metropolitan Museum will execute the submitted in the metropolitan forms.	tor the works of art. In order to question the Department of State. Lender has not been verified by the possession of the Leftered for sale or sold during the self-she is the authorized agent of the Leftered for sale or sold during the self-she is the authorized agent of the Museum from any claims to full procise the same care with respective possession of the Metropolitar	deral Immunity from Seizure. This statute province in the Metropolitan Museum and consequently is removed while on loan to the Metropolitan Museum and the work. The Lender will indemnit all or partial title of the work. It to the work as it does in the safekeeping of its museum for the time specified in this agreem.	not to be n and, she has fy, defend
Exact form of Lender's name for	label copy if exhibited:		

The Metropolitan Museum will arrange for the insurance of the loan on a wall-to-wall basis for the value stated below, using fine-arts insurance. The Metropolitan Museum's all-risk fine-arts policy is subject to the following exclusions: wear and tear, gradual deterioration, inherent vice, or loss or damage
sustained due to or resulting from any repairing, restoration or retouching process, war risks (except in overseas transit), nuclear reaction, nuclear radiation, radioactive contamination, and terrorism on site.
The Lender agrees that in the event that the work is lost or damaged, recovery will be limited to such amount as may be paid by the insurer and hereby releases the Metropolitan Museum from any further liability for claims arising out of such loss or damage.
Insurance value of work (U. S. currency): \$700,000.00
If the Lender elects to maintain his/her own insurance, please provide the name and address of the insurer:
If the Metropolitan Museum will be expected to pay the premium, what is the estimated cost of the premium?
If the Lender elects to maintain his/her own insurance, the Metropolitan Museum must be supplied with a certificate of insurance naming The Metropolitan Museum of Art as additional assured and waiving subrogation against The Metropolitan Museum of Art and its agents. If the Lender elects to maintain his/her own insurance, the Metropolitan Museum shall be released from any liability in connection with the work. The Metropolitan Museum will accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in coverage.
Photography and Reproduction
Unless permission to do so has been specifically denied in writing by the Lender at or prior to the time this agreement is issued, the Metropolitan Museum is authorized to photograph and/or reproduce in any media the work listed on the reverse for archival, educational, and publicity purposes, under the same rules and regulations pertaining to objects in the Metropolitan Museum's collections. This permission includes, but is not limited to, use on the Metropolitan Museum's internet website, and the websites maintained by news media organizations.
Lender: Accepts□ Denies □
Shipping
The Registrar or the Metropolitan Museum's agent will contact the Lender to arrange details of packing and shipping.
Return of work
The work will be returned only to the Lender or to his/her representative as authorized in writing. Address:
Signature
The Lender declares that he/she has full authority to make this loan, that the information listed above is correct, and that he/she has read and accepts the conditions of this agreement. If the work is jointly owned, each owner should sign the form.
• Signed: May MAMMM Date: 10/12/10
(Lender or authorized agent) Michael Step (100 (AD)
Name:Title:Title:

Insurance



The Metropolitan Museum of Art

1000 Fifth Avenue, New York, NY 10028-0198 Tel 212-879-5500 Fax 212-988-2140

Marble Head of a Bull

Greek, Attic 2nd quarter of the 5th century B.C., ca. 480-460 Marble H.: 13 in. (33 cm) Departmental Loan Agreement

REQUEST FOR VEHICLE AND DRIVER REVISED-STOP ADDED

X	0	0	
1	1	X	0
V			

Trip Day & Date: Friday, 10/15/2010			DED - STOP ADDED		
Submitted By/Ext.: Emily Foss/ x2194	— Che	ck-in Ti	me: 9:00am	Staff w	rith Driver: Name/Dept./Ext.
Date/Time Request Submitted:10/13/10 4:29 PM	Reg	uired Ar	rival Time: 10:00am	1. Robe	ert Kuszek/ SR1/ 2947
Meet at: SR1	Тур	e of Veh	icle Requested: VOLVO		er - TBD
			Taractar (OLIVO	3.	
Destination	In	Lout		_	
1	In	Out	Description/Size/Weig	tht	Department/Project
1					
Phoenix Ancient Art SA	X		Head of a Bull (with stand)		
47 East 66 th Street New York, NY 10065			Marble		GM: G&R/loan
Contact: Alex			H: 13 inches		1
212-288-7518			Object: ~50 pounds		
3			L.2010.40a, b		
4					
Other Instructions/Information (flight number, airlin	e, courie	r name	or any other pertinent information	1	
Please unpack and place work at residence. Please r	eturn wi	th any p	acking materials.	on)	
Please bring materials to pack L.2010.40a, b – stand	and obje	ect can b	be packed separately.		
	pleted l	y Build	lings Staff (please type or print	legibly)	
Date Request Received: Vehicle	Driver .	Assigned	d:	Vahiala	A: 1
Disposition:				Venicle	Assigned:
		-			
			N	lame:	

Marble head of a bull

Loan #: 2010.40a, b

THE METROPOLITAN MUSEUM OF ART

REPORT OF AN INCOMING DEPARTMENTAL LOAN INTENDED FOR DISPLAY IN THE GALLERIES

Department:

Greek and Roman Art

Classification:

Stone Sculpture

Culture:

Greek

Title and/or Object Name:

Marble head of a bull

Medium:

Marble

Date of Work:

Ca. 480-460

Dimensions:

H.: 13 in. (33 cm)

Valuation:

10/7/10

\$700,000.00

Registrar's Receipt Date:

10/15/2010

Current MMA Location:

MMA OSR TABLE

Proposed Gallery Location:

Archaic Greek Sculpture Gallery

Lender:

Mr. and Mrs. Michael Steinhardt

Address:

1158 Fifth Avenue

New York, NY 10029

Submitted by: Joan R. Mertens

Curator

Signature

Reviewed by: De Abramitis

Conservator

Approved by: Carlos A. Picon

Curatorial Department Head

Approved by: Thomas P. Campbell

Director

Signature

Date: 10/22/10

Date: 10/22/10

Date: 10/27

(For Secretary's Office use)

REPORT OF AN INCOMING DEPARTMENTAL LOAN INTENDED FOR DISPLAY IN THE GALLERIES

I. Provide a complete description of the object. Transcribe any inscriptions, describe marks and mention any added attachments or missing parts, etc.

The object is a fragment of the head of a marble bull. It extends from the top of the muzzle to the top of the neck, thus showing the nose, two eyes, the base of the horns and ears. The articulation around the eyes and the muzzle and on the lower part of the neck is carefully rendered. The upper surface of the neck shows considerable tool marks. This impressive fragment is difficult to date with any precision, but it may be assigned to the late Archaic or early Classical period.

II. Describe the condition of the object, indicating any repairs and attempting a prognosis for future condition.

The condition of the object is stable.

III. List all published references

Unpublished

- IV. Provenance: Give the history of the piece, all that is known of its provenance with documentation, when available. Include any hearsay evidence or traditional provenance, with source. When applicable, give archaeological information or specific information about the World War II era.
 - George Lotfi Collection (Beirut and Paris)
 - With Frieda Tchacos in Zurich (Nefer Gallery) in the 1980's
 - Subsequently with Robin Symes (London) who sold it to Mr. and Mrs. William T.
 Bierwaltes (Loveland, Co.)
 - Consigned by the Bierwaltes Collection to Phoenix Ancient Art, NYC
 - Sold by Phoenix Ancient Art to Mr. and Mrs. Michael Steinhardt in August 2010.

TÊTE DE TAUREAU

Art grec, Attique, deuxième quart du V^e s. av. J.-C. (environ vers 480-460) Marbre pentélique H: 33 cm

> La tête est taillée dans un magnifique bloc de marbre qu'une analyse et en marbre de l'acropole, où ces boyidés sont attaqués par des Pentélique 1.

La cassure, située au niveau du cou, est nette et certainement ancienne: la tête est entièrement conservée, mais la mâchoire inférieure est perdue. Sur le dos, la surface de la pierre est lisse et rapprochées, laissées par le ciseau utilisé par le sculpteur, sont bien perceptibles sur toute la partie arrondie derrière la nuque; les emplacements des cornes et des oreilles sont clairement visibles.

peine plus petite. Il n'est pas possible de reconstituer avec certitude la position de l'animal : son cou forme une courbure accentuée mais régulière, la mâchoire est ramenée vers le cou, la tête était peut-être légèrement tournée vers la droite (dans la vue frontale, le contour du cou est plus arrondi à droite tandis qu'à gauche il semble descendre verticalement vers l'épaule): il semble donc plausible d'imaginer que le taureau se tenait debout, la tête dirigée vers le sol et un peu tournée vers la droite. Dans l'Antiquité, le taureau était un symbole souvent associé.

modelé, dont a fait preuve le sculpteur pour le rendu des formes et des surfaces, soutiennent aisément la comparaison avec les la fin du VIe et du Ve s. av. J.-C.

remarquable mais le modelage est si nuancé et fin que le taureau l'animal on sent la structure triangulaire du crâne, parfaitement rendue avec le front large, les orbites arquées et le plat du nez lisse et arrondi. De nombreux détails anatomiques sont modelés ou gravés, comme les plis de la peau sur le cou, la lèvre supérieure bombée, les yeux sillonnent les côtés du nez vers le museau. La qualité et la précision

grande taille a une longue histoire, qui remonte à l'époque archaïque, avec par exemple, en Attique même, les célèbres frontons en calcaire

scientifique a révélé provenir des carrières attiques du massif du lions et succombent aux assauts des fauves. D'autres fragments en marbre du Musée de l'acropole appartenaient certainement aussi à une statue de taureau, de même que des fragments du musée de Samos, trouvés dans l'Héraion (fragments des pattes et de la base) et que le magnifique animal grandeur nature en argent et or offert à Delphes au milieu du VIe s. 2. Mais la tête en examen est certainement et sans indication du pelage, mais de minuscules traces parallèles plus récente que les statues mentionnées: chronologiquement elle est à placer entre les figures de bovidés des métopes du trésors des Athéniens à Delphes (Thésée et le taureau de Marathon; Héraclès et le troupeau de Géryon) et la tête du taureau d'Olympie (métope d'Héraclès et le taureau crétois) dont le développement stylistique La tête appartenait à une statue de bovidé de taille naturelle ou à et le rendu plastique des formes sont comparables, même si le style en est différent. Les boyidés de la procession des panathénées sur la frise du Parthénon paraissent à leur tour un peu plus accomplis et donc plus récents³. Une datation entre 490/480 et 460 semble

Sculptée entièrement en ronde bosse, elle ne pouvait faire partie d'un ensemble architectonique. De même on peut exclure son appartenance à un groupe sculptural mettant en scène un épisode de force, de courage et de puissance, comme le lion, auquel il était de lutte contre un autre animal ou contre un homme ou un héros. à cause de l'attitude apparemment calme de cet animal et de l'absence de tout indice désignant la présence d'une seconde figure : La qualité artistique de la statue est excellente, la délicatesse et le la forme de son cou, qui n'a rien d'humain, ne permet pas davantage d'envisager que la tête ait été montée sur un torse masculin, ce qui aurait pu renvoyer à l'exploit de Thésée contre le Minotaure (dans représentations de bovidés ou même de chevaux ou de caprinés de l'iconographie contemporaine, le monstre est pourvu d'un corps d'homme) 4.

Le cou et la tête dégagent une impression de force et de puissance Parmi d'autres hypothèses, on peut simplement supposer que cette statue de taureau était une offrande faite dans un sanctuaire, comme paraît presque vivant malgré les lacunes actuelles: sous la peau de il en existait d'autres à Delphes ou à Olympie, mentionnées par les textes antiques: il ne faut pas oublier que ces bovidés comptaient parmi les victimes de choix des sacrifices publics ou privés, comme l'attestent non seulement les frises du Parthénon mais aussi de nombreuses représentations vasculaires et les sources classiques⁵. globulaires avec les paupières saillantes, quelques veines en léger relief On peut terminer cette rapide revue par la comparaison avec la statue presque complète de taureau qui surmontait la tombe de Dionysios stylistique sont bien en accord avec le lieu d'origine de la pierre: il de Kollytos, située dans la nécropole du Céramique à Athènes; s'agit probablement d'une sculpture exécutée par un artisan attique. malgré la différence chronologique (l'image du Céramique date du début du IVe s. av. J.-C) on notera l'analogie dans la position et la Dans le monde grec, la tradition de sculpter des figures de taureaux de forme du cou, qui est courbé vers l'avant de façon que la mâchoire inférieure vient presque à toucher le poitrail : posé sur une tombe, le taureau avait peut-être une signification en relation non seulement



avec la vigueur physique, mais aussi avec la fertilité 6.

PROVENANO

Ancienne collection particulière américaine, acquise en 1980-1990.

Notes

- ¹ La pierre a été analysée dans le laboratoire du Museum d'Histoire naturelle de Genève selon la méthode de la cathodoluminescence.
- Pour les frontons de l'acropole v. SCHRADER H., Die archaischen Marmorbildwerken der Akropolis, Mayence/Rhin, 1969, pp. 377-388 et STEWART A., Greek Sculpture, An Exploration, New Haven Londres, 1990, fig. 69-72; les autres fragments de l'acropole dans SCHRADER H., op. cit., pp. 255-256, n. 379, fig. 299-300; pour la statue de Samos FREYER-SCHAUENBURG B., Samos XI, Bildwerken der archaischen Zeit und des strengen Stils, Bonn, 1974, pp. 169-170, n. 85, pl. 71; pour la statue en or et argent de Delphes v. AMANDRY P., Statue de taureau en argent dans Etudes delphiques, Bulletin de Correspondance hellénique, Supplément IV, 1977, pp. 272-293.
- ³ DE LA COSTE MESSELIÈRE P., Fouilles de Delphes, IV, 4, Sculptures du trésor des Athéniens, Paris, 1957, pl. 19-20, pl. 22-26 (Thésée), pl. 68 (Héraclès); ASHMOLE B. YALOURIS N., Olympia, The Sculptures of the Temple of Zeus, Londres, 1967, fig. 162, fig. 165-166; BROMMER F., Der Parthenonfries, Katalog und Untersuchung, Mayence/Rhin, 1977, pl. 52-53, 155, 159.
- Il existe un groupe, œuvre de Myron, représentant la légende de Thésée et le Minotaure, qui était effectivement dressé sur l'acropole et qui est aujourd'hui connu à travers des copies romaines: KALTSAS N., Sculpture in the National Archaeological Museum Athens, Athènes, 2002, pp. 96-97, n. 169.
- 5 La cité des images, Religion et société en Grèce antique, Lausanne -Paris, 1984, pp. 48, fig. 73.
- ⁶ KNIGGE U., *Der Kerameikos von Athen, Führung durch Ausgrabungen und Geschichte*, Athènes, 1988, pp. 122-126. Contre l'hypothèse d'un monument funéraire trop important au début du V⁵ s. v. RICHTER G.M.A., *Archaic Gravestone of Attica*, Londres, 1961, pp.53-55.



HEAD OF A BUILL

Greek, Attic, second quarter of the 5th century, ca. 480-460 B.C. Pentelic marble H: 33 cm

> The head is carved from a magnificent block of marble that scientific century 2. But this head is certainly more recent than the statues analysis has revealed to be from the great Attic guarries of Mount Pentelicon 1.

> The break, situated at the level of the neck, is definitely ancient: the head is very well preserved, but the lower jaw is missing. The Bull), which display comparable stylistic development and realistic back of the stone is smooth without any indication of the hide, but miniscule parallel marks left by the sculptor's chisel can still be seen on the nape of the neck; the placement of the horns and the ears a more accomplished, and therefore more recent, air³. A date of are clearly visible.

> The head belonged to a life size or slightly smaller statue of a bull. The head was not part of an architectural ensemble but was It is impossible to know conclusively what the original pose of the lowered and the head may have turned slightly to the right (frontally, side it seems to descend vertically to the shoulder). Therefore, one can imagine that the bull was standing with his head lowered and turned slightly to the right. In Antiquity, the bull was a symbol of force, courage and of power, like the lion, with which it was often associated. This statue is of excellent artistic quality: the sculptor's skill is evidenced in the delicate and nuanced modeling that resembles representations of bovids, horses or rams from the end of the 6th and 5th century B.C.

> The head and the neck exude a remarkable sense of force and or private sacrifices as attested to not only on the Parthenon friezes, power, but the modeling is so nuanced and fine that the bull almost seems alive despite the existing breaks. One senses the triangular structure of the perfectly reproduced skull under the skin: large forehead, arched eve sockets and the smooth, rounded flat of the nose. Numerous anatomical details, such as the folds of skin on Despite the chronological difference, (the Kerameikos image dates the neck, the rounded upper lip and the globular eves with their linear lids, are modeled or incised; some veins snake in low relief across the sides of the nose towards the muzzle. The quality and the stylistic precision of this piece are in complete accordance with the on a tomb, the bull may have had significance not only in relation to stone's place of origin: it is probably a sculpture by an Attic artist.

In the Greek world, there is a long tradition of sculpting largescale figures of bulls, and it was revived during the Archaic period with, for example, an Attic work: the famous limestone and marble pediments from the Acropolis with bovids being attacked by lions and succumbing to the assault. Other marble fragments in the Acropolis Museum also belonged to a statue of a bull, the same bull as the fragments from the Samos Museum found in the Heraion (fragments of the feet and base), and there was a magnificent over life size animal in silver and gold dedicated at Delphi in the mid 6th

mentioned: chronologically, it can be placed between figures of bovids from the metopes of the Athenian Treasures at Delphi (Theseus and the Bull of Marathon; Heracles and the Herd of Geryon) and the head of a bull from Olympia (the metope of Heracles and the Cretan sculpting, even if the actual style of our head is different. The boyids from the Panathenaic procession from the Parthenon frieze possess between 490/480 and 460 seems reasonable.

sculpted entirely in the round. At the same time, one can exclude it animal was: his neck is sharply, but smoothly, curved, the jaw is from a sculptural group depicting a scene that pits animal against animal or against a human or a hero because of this animal's the curve of the neck is more rounded on the right, while on the left apparent calm and the absence of any traces of a second figure. The inhuman shape of the neck prevents us from envisioning the head on a masculine torso, as may have been the case in a depiction of Theseus versus the Minotaur (in the iconography of the time, the monster is given a man's body) 4.

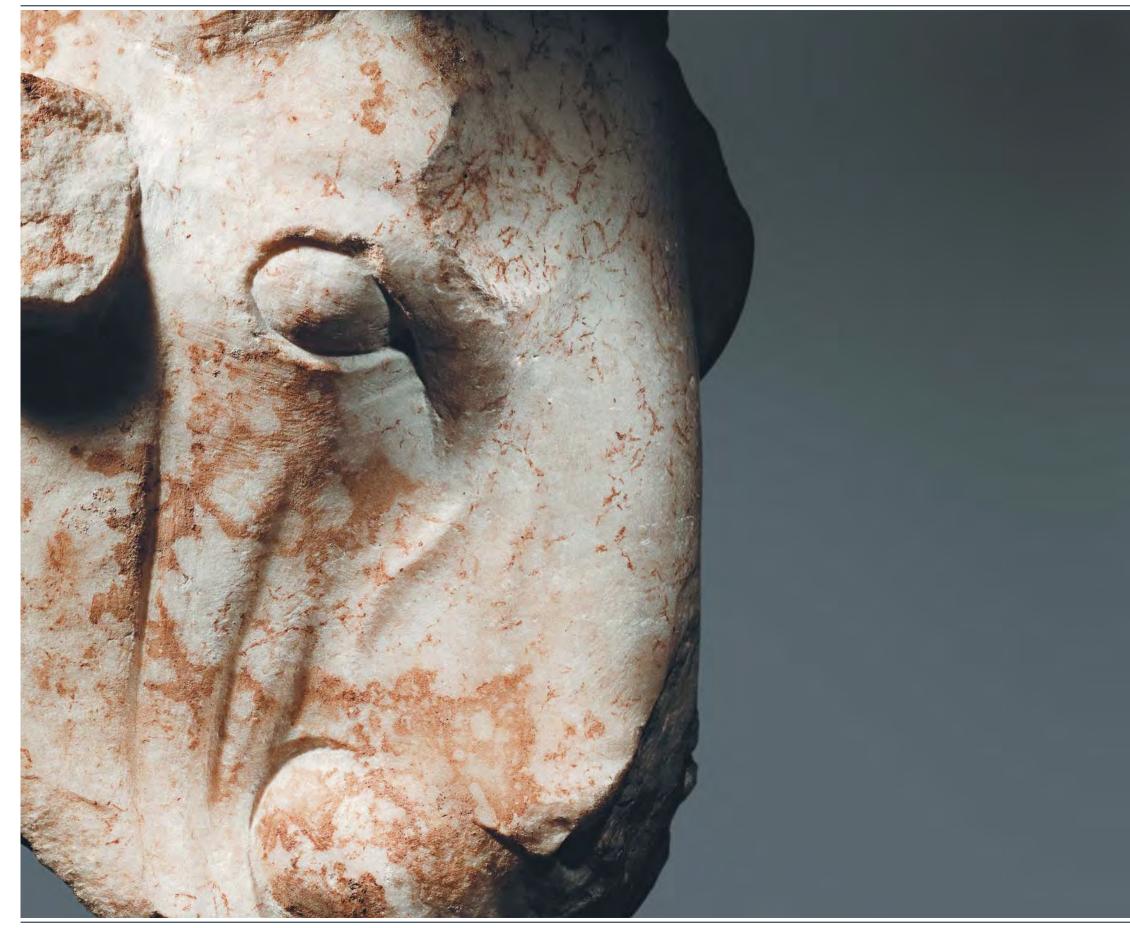
> Other hypotheses aside, one can simply suppose that this bull was an offering made to a sanctuary, like the others from Delphi or Olympia that are mentioned in the ancient texts. One should not forget that bovids were among the sacrificial victims of choice for both public but also in numerous representations and classical sources 5. One can complete this quick review of the type by comparing this head to the nearly complete statue of a bull that crowns the tomb of Dionysios of Kollytos located in the Kerameikos Cemetery in Athens. from the early 4th century B.C.) one notes the analogous position and the shape of the neck, which is curved forward in such a way that the lower jaw seems to nearly touch the animal's breast. Placed physical vigor, but also to fertility ⁶.



Ex-American private collection, collected in 1980's-1990's.

Notes

- ¹ The stone was analyzed by the laboratory of the Geneva Museum of Natural History using the method of cathodoluminescence.
- ² For the pediments on the Acropolis, see SCHRADER H., *Die archaischen Marmorbildwerken der Akropolis*, Mayence/Rhin, 1969, pp. 377-388 and STEWART A., *Greek Sculpture, An Exploration*, New Haven London, 1990, fig. 69-72; the other fragments from the Acropolis are in SCHRADER H., *op. cit.*, pp. 255-256, n. 379, fig. 299-300; for the statue of Samos FREYER-SCHAUENBURG B., *Samos XI, Bildwerken der archaischen Zeit und des strengen Stils*, Bonn, 1974, pp. 169-170, n. 85, pl. 71; for the statue in gold and silver from Delphi, see AMANDRY P., *Statue de taureau en argent dans Etudes delphiques*, *Bulletin de Correspondance hellénique*, *Supplément IV*, 1977, pp. 272-293.
- ³ DE LA COSTE MESSELIÈRE P., Fouilles de Delphes, IV, 4, Sculptures du trésor des Athéniens, Paris, 1957, pl. 19-20, pl. 22-26 (Theseus), pl. 68 (Heracles); ASHMOLE B. YALOURIS N., Olympia: The Sculptures of the Temple of Zeus, London, 1967, fig. 162, fig. 165-166; BROMMER F., Der Parthenonfries, Katalog und Untersuchung, Mayence/Rhin, 1977, pl. 52-53, 155, 159.
- ⁴ There exist a group of works by Myron representing the legend of Theseus and the Minotaur that were erected on the Acropolis and that continue to be known today through Roman copies: KALTSAS N., Sculpture in the National Archaeological Museum Athens, Athens, 2002, pp. 96-97, n. 169.
- La cité des images, Religion et société en Grèce antique, Lausanne Paris, 1984, pp. 48, fig. 73.
- ⁶ KNIGGE U., Der Kerameikos von Athen, Führung durch Ausgrabungen und Geschichte, Athens, 1988, pp. 122-126. Contrary to the hypothesis of a very important funerary monument from the early 5th century, see RICHTER G.M.A., Archaic Gravestone of Attica, London, 1961, pp. 53-55.



Phoenix Ancient Art S.A.
C/o
XXIVème Biennale des Antiquaires
Grand-Palais
Avenue Winston Churchill
Stand A3
75008 Paris
France

Le 1er septembre 2008

FACTURE PRO FORMA

FACTURE FRO FORMA	
	<u>EUR</u>
Torse Sumérien en albâtre avec inscription 2700-2600 avant J.C.	720'000
Hauteur: 31.8 cm	
Amphore à figure noire, attribué à Euphiletos signé PAMPHAIOS 6 ^{ème} siècle avant J.C.	256'000
Hauteur: 31.5 cm	
Amphore attique à figure noire 520-510 avant J.C.	144'000
Hauteur: 39 cm	
Amphore attique à figure noire attribué au peintre Antimènes 510 avant J.C. Hauteur : 39 cm	144'000
Amphore Grecque Archaïque en bronze Environ 540-520 avant J.C. Hauteur: 38.1 cm	1'160'000
Deux protomes Etrusque en forme de tête de lion en bronze 6 ème siècle avant J.C. Hauteur: 7.8 cm/8.1 cm Longeur: 11.7 cm 10.8 cm	96'000
Cheval Etrusque en bronze Environ 500 avant J.C. Hauteur: 10.2 cm Longueur: 11.4 cm	600'000
Masque Egyptien en bronze with inlays XXIème-XXIIème Dynastie, environ 1069-715 siècle avant J.C. Hauteur: 16 cm Largeur: 13.8 cm	1'000'000

Figure Etrusque en bronze représentant Héraclès 4 ^{ème} siècle avant J.C.	56'000
Hauteur: 14.3 cm	
	7 6100 0
Figure Hellénistique en bronze d'un satire 4ème 3ème siècle avant J.C.	76'000
Hauteur: 15.3 cm	
Figure en bronze d'un enfant avec un arbre	880'000
1 ^{er} siècle avant J.C. – 1 ^{er} siècle après J.C.	
Hauteur: 82.5 cm Largeur: 43 cm	
	215/0100
Figure en bronze d'une gorgone	2'560'000
550-540 avant J.C.	
Hauteur: 15.2 cm Longueur: 17.2 cm	
	160,000
Figure en bronze d'un Osiris	100 000
Epoque tardive environ 600 avant J.C.	
Hauteur: 39 cm	
Firm a house dive whosen	116'000
Figure en bronze d'un pharaon	110 000
Epoque tardive environ 600 avant J.C. Hauteur: 17.6 cm	
Huuleur . 17.0 cm	
Casque en bronze de type phrygien avec protège-joues	240'000
4ème siècle avant J.C.	
Hauteur: 22.6 cm Diamètre: 26.7 cm	
Transport Control of the control of	
Statue en bronze de Dionysos	480'000
2ème siècle après J.C.	
Hauteur : 56 cm	
Camé romain avec représentation de	632'000
Environ 37-41 après J.C.	
Hauteur: 3.3 cm	
Amulette grecque en or à granulation	19'200
4 ^{ème –} 3 ^{ème} siècle avant J.C.	
Hauteur: 3.2 cm	
A 1 DD A2 and a second decomposition	520'000
Animal bactrien en or en forme de taureau avec	320 000
une pierre en sardoine au centre fin 3 ^{ème} , début du 2 ^{ème} millénaire avant J.C.	
Hauteur: 39 cm	
Hunten . J7 CIII	
Bracelet en or finissant avec des têtes de félins	140'000
3 ^{ème} – 2 ^{ème} siècle avant J.C.	
Hauteur: 7.15cm	

Deux bracelets romains décorés des palmettes et feuilles d'acanthe 4 ^{ème} siècle après J.C.	160'000
Diamètre: 10 cm	
Bracelet en or gréco-romain en forme de serpent ler siècle avant J.C.	64'000
Diamètre: 7.2 cm	
Bracelet romain en or avec des émeraudes 3ème siècle après J.C.	144'000
Diamètre: 6.8 cm	
Broche romaine avec grande améthyste cabochon Fin 2 ^{ème} – 3 ^{ème} siècle après J.C.	12'000
Hauteur: 2.7 cm	
Buste romain en or représentant l'empereur Licinius Environ 300-320 ^e siècle après J.C. Hauteur: 7.8 cm / 8.1 cm Longueur: 11.7 cm 10.8 cm	752'000
Tamour 1 / 10 cm / 012 cm Zongnour 1 XXI / cm Zono cm	
Diadème en or décoré d'une scène mythologique 4 ^{ème} - 3 ^{ème} siècle avant J.C.	224'000
Diamètre: 16 cm	
Une boucle d'oreille étrusque en or 600 avant J.C.	56'000
Diamètre: 4.3 cm	
Paires de boucle d'oreilles grecque en or en forme d'amphore 5 ^{ème} siècle avant J.C.	48'000
Hauteur: 2.75 cm	
Paires de boucle d'oreilles grecque en or 5ème 4ème avant J.C.	24'000
Hauteur: 2.5 cm	
Une boucle d'oreilles achéménide en or 5 ^{ème} siècle avant J.C.	24'000
Diamètre: 4.6 cm	
Paires de boucle d'oreilles grecque en or en forme Niké 4 ^{ème} -3 ^{ème} siècle avant J.C.	120'000
Hauteur 4.39 cm	
Fibule romaine en or avec un camé représentant Plautilla 6ème siècle avant J.C.	612'000
Fibule: 9.3 cm X 8 cm / Camée: 3.3 cm X 2.9 cm	

Collier Hellénistique en or avec une paire de boucle d'oreilles avec des grenats, des émeraudes et des agates 1 ^{er} siècle avant J.C. Longueur: 26.5 cm	176'000
Groupe grec en or composé de 3 griffons, 1 lion, 4 pendentifs en forme d'amphore 5 ^{ème} - 4 ^{ème} siècle avant J.C. Hauteur: 2.7 cm	240'000
Deux bracelets Hellénistique en or $2^{\text{ème}}$ -1 ^{er} siècle avant J.C. Diamètre: 5.45 cm	112'000
Un collier et une bague grecque en or avec un grenat en en cabochon 4ème siècle avant J.C. Longueurr: 42 cm	84'000
Deux bracelets grec en or Fin 5 ^{ème} début 4 ^{ème} siècle avant J.C. Diamètre: 8.5 cm	144'000
Médaillon byzantin avec la représentation de Ste Hélène 10^{cmc} $11^{\text{ème}}$ siècle après J.C. Diamètre: 3.12cm	168'000
Médaillon byzantin avec la représentation de St Simon $10^{\text{ème}}$ $12^{\text{ème}}$ siècle après J.C. Diamètre: 3.11 cm	144'000
Médaillon byzantin avec la représentation de St Jean le Théologien $10^{\text{ème}}$ siècle après J.C. Diamètre: 3.08 cm	120'000
Médaillon byzantin avec la représentation de St Barthélémy $10^{\rm emc}$ $12^{\rm cmc}$ siècle après J.C. Diamètre: 3.14 cm	120'000
Médaillon byzantin avec la représentation de St Jacques $10^{\text{ème}}$ $11^{\text{ème}}$ siècle après J.C. Diamètre : 3.1 cm	120'000
Médaillon byzantin avec la représentation de St Procope $10^{\rm cme}$ $11^{\rm cme}$ siècle après J.C. Diamètre : 3.31 cm	136'000

Collier Scythe en or avec un grand grenat 1 ^{er} siècle avant J.C. – 1 ^{er} siècle après J.C. Longueur: 36.5 cm	440'000
Collier Phénicien avec 7 pendentifs en ambre $6^{\rm cmc} - 5^{\rm cmc}$ siècle avant J.C.	32'000
Longueur: 14.1 cm	
Collier Hellénistique avec pendentif en forme de papillon 2 ^{ème} siècle avant J.C.	64'000
Longueur: 28 cm	
Collier Hellénistique en or avec des petites perles en rondes $3^{eme} - 1^{or}$ siècle avant J.C.	32'000
Longueur: 26.5 cm	
Collier grec en or avec petites perles en flammèches 4 ^{ème} siècle avant J.C.	80'000
Longueur: 31.8 cm	
Collier grec en or composé d'une chaine et pendentif en forme de papillon 4 ^{ème} – 3 ^{ème} siècle avant J.C.	200'000
Diamètre du pendentif: 4.54 cm	
Ornement grec en or 6ème siècle avant J.C.	48'000
6 Siecie avant J.C. Hauteur: 2.5 cm	
Pendentif hellénistique tardif en or représentant Harpocrate Environ 1 ^{er} siècle avant J.C.	41'600
Hauteur: 3.6 cm	
Bague Hellénistique en or gravée d'une sirène 3 ème - 2 ème siècle avant J.C.	64'000
Diamètre: 2.2 cm	
Doma namaina an an guarda uma fariilla 32 aanah a	201000
Bague romaine en or gravée une feuille d'acanthe 3 ^{ème} siècle après J.C.	28'000
Diamètre: 2.5 cm	
Bague grec en or gravée d'un cavalier 5 em siècle avant J.C.	64'000
Diamètre: 3.1 cm	
Bague grecque gravé d'un jeune Hercules Fin 5 ^{ème} siècle avant J.C. Diamètre: 2.16 cm	128'000

Bague en or en forme de serpent 1 ^{er} siècle après J.C. Diamètre : 1.7 cm	28'000
Bague grecque en or avec un portrait de Démosthène 3 ^{ème} siècle avant J.C. Diamètre: 2.7 cm	232'000
Bague romaine en or avec un camé représentant un crabe 6 ^{ème} siècle avant J.C. Diamètre: 2.8 cm	76'000
Bague Hellénistique en or avec un améthyste Environ 540-520 avant J.C. Hauteur: 4.3 cm	64'000
Support grec en or décorée d'une scène de batailles entre Grecs et Amazones 5 ^{ème} siècle avant J.C.	360,000
Bol romain en verre avec striures Environ 1 ^{ct} siècle après J.C. Hauteur: 12 cm Diamètre: 20.1 cm	64'000
Bas relief égyptien du règne de Sety I, Ramsès II 1290-1200 avant J.C. Hauteur: 49.5 cm Largueur: 68.8 cm	256'000
Animal archaïque en marbre représentant une tête de taureau Deuxième quart du 5 ^{ème} siècle avant J.C. Hauteur: 33 cm	880'000
Buste égyptien en marbre représentant une déesse XXVème Dynastie environ 750-650 avant J.C. Hauteur: 26,1 cm	480'000
Tête romaine en marbre représentant l'empereur Caracalla Début du 3 ^{ème} siècle après J.C. Hauteur: 25 cm	960'000
Tête en grecque en marbre d'une korè Environ 550-530 avant J.C. Hauteur: 8.2 cm	256'000

Tête romain en marbre représentant un jeune homme Milieu du 3 ^{ème} siècle après J.C.	600'000	
Hauteur: 28.6 cm		
Tête Hellénistique en marbre représentant Alexandre le Grand 3 ême siècle avant J.C.	600'000	
Hauteur: 43.2 cm		
Idole du Néolithique en marbre « idole Schinoussa » 3400-3200 avant J.C.	720'000	
Hauteur:15.9 cm		
Idole égéenne stéatopyge en marbre 5000-4500 avant J.C.	800'000	
Hauteur: 12.7 cm		
Statue en marbre gréco-romaine d'une Vénus acéphale ler siècle après J.C.	440'000	
Hauteur: 69 cm		
Statue archaïque d'un homme Milieu du 6 ^{ème} siècle avant J.C.	6'800'000	
Hauteur: 100 cm		
Hydrie grecque à figure rouge attribuée au peintre Varese 340 avant J.C.	136'000	
Hauteur: 69.5 cm		
Animal en argent représentant un aigle 1 ^{er} siècle après J.C.	496'000	
Hauteur: 23.5 cm		
Kylix grec en argent avec un cavalier gravé au centre Fin du 5 ^{ème} siècle avant J.C.	880'000	
Diamètre: 19.3 cm		
Bol en argent niellé Fin du 3 ^{ème} siècle, début du 2 ^{ème} siècle avant J.C.	880'000	
Diamètre: 15.3 cm		
Tête égyptienne en grauwacke, représentant un dignitaire Début XXVI Dynastie, Saïte 650 avant J.C. Hauteur: 15.5 cm	400'000	
Figure grecque en terre cuite représentant une déesse 6 ^{ème} siècle avant J.C.	480'000	
Hauteur: 68.2 cm		

192'000

Patère en argent doré avec manche

Longueur: 30 cm Diamètre: 18 cm

Environ: 50 avant J.C. - 50 après J.C.

Phiale grecque en argent 4^{ème} siècle avant J.C. 16'000

Diamètre: 15.3 cm

Phiale grecque en argent 16'000

5^{ème} siècle avant J.C.

Diamètre: 21.3 cm

400'000

Casque islamique en bronze avec un lion Fin 12^{ème} siècle début 13^{ème} siècle après J.C.

Hauteur: 20 cm

Strigile grec en bronze 4^{ème} 3^{ème} siècle avant J.C. 2'400

Longuer: 25.5 cm

Horus (faucon) égyptien en serpentine verte 440'000

Environ 3100-2900 avant J.C.

Longueur: 15 cm

TOTAL EUR 32'979'200.-

Phoenix Ancient Art S.A.

Beierwaltes Antiquities Database Bill & Lynda Beierwaltes

4-8-06

Now				Hicham	
New Item #	Description	Room	Culture	Aboutaam	Comments
iteili #				4-8-06	
140	A Black-Figure Terracotta Dinos	Dining Room	Greek	\$900,000	bowl
153	A Bronze Arm Guard	Dining Room	Celtic		
161	A Bronze Equestrian Figure (The 'Gillet' Rider)	Dining Room	Greek	\$7,000,000	Maybe more
158	A Bronze Figure of A Horse	Dining Room	Etruscan	\$700,000	
167	A Bronze Figure Of An Attacking Lion	Dining Room	Greek	\$400,000	
145	A Bronze Figure of Hermes	Dining Room	Greek	\$3,000,000	
193	A Bronze Figure Of Osiris	Dining Room	Egyptian		
188	A Bronze Louter With Figured Handles	Dining Room	Greek		
154	A Bronze Pegasus Protome	Dining Room	Greek		\$? - poor condition
163	A Bronze Statuette of A Winged Gorgon	Dining Room	Greek		Genuine?
195	A Collared Kandila With Foot	Dining Room	Greek		
159	A Composite Seated Divinity	Dining Room	Mesopotamian	\$800,000	Bactrian lady
156	A Fine Archiac Bronze Sphinx	Dining Room	Greek		Well under \$500K
191	A Fine Large Marble 'Kandila'	Dining Room	Greek		
142	A Fine Serpentine Bust of Maat	Dining Room	Egyptian		
171	A Gold Bull Pendant	Dining Room	Mesopotamian		
162	A Large Alabaster Jar	Dining Room	Egyptian	\$400,000	
164	A Large and Fine White-Ground Lekythos	Dining Room	Greek	\$700,000	
192	A Large Marble Bowl	Dining Room	Greek		
146	A Large Serpentine Duck Weight	Dining Room	Mesopotamian		
160	A Limestone Head of A Goddess	Dining Room	Egyptian	\$3,000,000	Schimmel head
176	A Limestone Statue of A Naked Man	Dining Room	Egyptian	\$3,000,000	
152	A Marble Male Portrait Head	Dining Room	Roman	\$250,000	
336	A Pair of Gold Vessel Stands - One	Dining Room	Greek	\$2,000,000	For the pair #336 + 337
337	A Pair of Gold Vessel Stands - Two	Dining Room	Greek		
200	A Quartizite Bust of Sesostris III	Dining Room	Egyptian	\$6,000,000	
186	A Rare Marble Bull Head	Dining Room	Greek	\$1,500,000	
278	A Silver-Gilt Kylix	Dining Room	Greek	\$1,500,000	
201	A Stone Floral Architectural Fragment	Dining Room	Roman		
166	A Terracotta Head Of A Youth	Dining Room	Greek	\$500,000	
157	An Important Inscribed Black-Figure Kylix	Dining Room	Greek		
172	An Inscribed Alabaster Statue	Dining Room	Mesopotamian	\$1,000,000	If good provenance

EXCLUSIVE DEALER AGREEMENT

This Exclusive Dealer Agreement (the "Agreement") is made and entered into as of June 1, 2006 (the "Effective Date"), by and between William T. Beierwaltes and Lynda L. Beierwaltes ("Owners") and Phoenix Ancient Art S.A. ("Dealer").

RECITALS

- A. Owners own all right, title and interest in and to a collection of art and antiquities (the "Collection") which comprises the individual items listed on Exhibits A, B and C attached hereto (each, an "Item").
 - B. Owners desire to sell off the Collection.
 - Dealer possesses expertise in buying and selling art and antiquities.
- D. Dealer desires to act as, and Owners desire to appoint Dealer as, Owners' exclusive sales agent during the term of this Agreement for the purpose of locating buyers for the Items and concluding the purchase and sale transactions with such buyers for Items, subject to the terms, conditions and limitations set forth in this Agreement.

AGREEMENT

 Term. This Agreement is effective as of the Effective Date and shall automatically terminate on February 28, 2009, unless earlier terminated in accordance with Section 13 or as otherwise expressly set forth in this Agreement.

Appointment of Dealer.

- Owners, as Owners' exclusive (subject to the limitations below) worldwide representative to facilitate, solicit and obtain purchasers for the Items (such purchasers shall hereinafter be referred to as the "Purchasers"). In addition, Dealer shall have the right to conclude sales transactions with Purchasers for Items; provided, however, that Dealer shall not conclude any sales transaction for any Item, whereby the Sales Price (as defined in Section 6.1.2) for such Item is less than Dealer's estimated sales price for such Item, as set forth on Exhibit A, Exhibit B or Exhibit C ("Dealer's Estimate") without the Owners' prior written approval. Dealer shall have the right during the term of this Agreement to represent to the public that it is an authorized representative of Owners for such purposes.
- 2.2 <u>Limitations</u>. Notwithstanding anything to the contrary, Dealer hereby acknowledges and agrees that the rights granted to Dealer herein are subject to all of the terms and conditions set forth in this Agreement.
- 2.3 Authorized Representative. Dealer shall nor engage or authorize any third party to perform any obligations of the Dealer hereunder without the prior written agreement of the Owners. Notwithstanding the foregoing, the Owners hereby approve the use by Dealer of its authorized representative Electrum Ltd. to perform Dealer's obligations hereunder; provided, however, that Dealer shall remain primarily responsible to the Owners for the performance of its obligations under this Agreement.

independent contractor of Owners in all matters relating to this Agreement. Dealer and its employees and contractors (including without limitation Electrum Ltd.) are not agents of Owners for any purposes, and, except for a limited right to conclude sales transactions for Items with Purchasers in accordance with Section 2.1: (a) Dealer shall have no power or authority, whether apparent, actual, ostensible or otherwise, to bind or commit Owners in any way not expressly authorized in this Agreement, (b) Dealer shall not enter into any agreement, contract or arrangement with any government or government representative or with any other person, firm, corporation, entity or enterprise imposing any legal obligation or liability of any kind on Owners, and (c) Dealer shall not sign Owners' name to any commercial paper, contract or other instrument and shall not contract any debt or enter into any agreement, either express or implied, binding Owners to the payment of money or in any other regard.

Dealer's Obligations.

- 3.1 <u>Dealer's General Duties</u>. Dealer shall: (a) perform all of its obligations required under this Agreement; (b) seek out, negotiate and conclude sales opportunities with high quality bona fide Purchasers regarding the Items; (c) perform its obligations under this Agreement so to maximize the revenue generated from the sale of the Items; (d) facilitate the awareness and increase demand for the Items; (e) keep Owners fully informed regarding all matters pertaining to the Items; (f) promptly observe and comply with all instructions and directions issued by or on behalf of Owners; and (g) devote as much time, attention and skill as may be necessary to conduct properly all such activities.
- 3.2 <u>Minimum Sales Targets</u>. Dealer shall use its best efforts to cause the sales of Items during each of the periods set forth below to amount to no less than the minimum sales target corresponding to such period, as set forth in the table below:

Period	Minimum Sales Target (aggregate Sales Price paid for Items during the respective period)
First 3 months after the Effective Date (June 1, 2006 through August 31, 2006)	No sales target
Next 6 months (September 1, 2006 through February 28, 2007)	\$6,000,000
Next 6 months (March 1, 2007 through August 31, 2007)	\$12,000,000
Next 6 months (September 1, 2007 through February 29, 2008)	\$16,000,000
Next 6 months (March 1, 2008 through August 31, 2008)	\$16,000,000
Next 6 months (September 1, 2008 through February 28, 2009)	\$16,000,000

If Dealer fails to meet the applicable minimum sales target for any of the foregoing periods, the Owners shall have the right, to terminate this Agreement, and all rights granted to Dealer hereunder, upon written notice to Dealer.

- an Item of high interest and listed on Exhibit A attached hereto (each, an "Exhibit A Item"), or
 (b) designated as an Item of elevated interest and listed on Exhibit B attached hereto (each, an
 "Exhibit B Item"), or (c) designated as an Item of standard interest and listed on Exhibit C attached hereto (each, an "Exhibit C Item"). The parties intend that the Collection be sold-off in a manner that ensures at any particular point in time a proportional distribution of the Items sold, as among Exhibit A Items, Exhibit B Items and Exhibit C Items. Dealer shall use its best efforts to ensure that at any particular point in time during the term of this Agreement (i) the percentage (as measured by the number of Items rather than price) of sold and unsold Exhibit A Items does not exceed the percentage of sold and unsold Exhibit B Items, and (ii) the percentage of sold and unsold Exhibit B Items does not exceed the percentage of sold and unsold Exhibit C Items. In furtherance of the foregoing, Dealer shall:
- 3.3.1 use its best efforts to promote the Items for sale in groupings comprised of Exhibit A Items, Exhibit B Items and Exhibit C Items in proportion to the relative number of Exhibit A Items, Exhibit B Items and Exhibit C Items as of the Effective Date; and
- Exhibit C Items, and in the event that at any point in time during the term of this Agreement (i) the percentage of Exhibit A Items sold pursuant to this Agreement materially exceeds the percentage of Exhibit B Items sold pursuant to this Agreement (as compared to the unsold Exhibit A Items and Exhibit B Items respectively), or (ii) the percentage of Exhibit B Items sold pursuant to this Agreement materially exceeds the percentage of Exhibit C Items sold pursuant to this Agreement (as compared to the unsold Exhibit B Items and Exhibit C Items respectively), then Dealer shall suspend the sales of Exhibit A Items and/or Exhibit B Items, as applicable, until the percentage of Exhibit A Items sold approximately corresponds to the percentage of the Exhibit B Items and Exhibit C Items sold, as compared to the unsold Exhibit A Items, Exhibit B Items and Exhibit C Items respectively.

Dealer hereby acknowledges that Dealer's efforts to ensure compliance with this Section 3.3, including without limitation any suspension of sales by Dealer pursuant to Section 3.3.2, shall not absolve Dealer from the obligation to meet the minimum sales targets under Section 3.2.

3.4 Research Regarding Items. All research results generated by Dealer regarding the Items shall be jointly owned by the parties. Subject to Section 8.2.1, each party shall have the right to use such research results for all purposes. At the time of submitting to Owners any report required under Section 6.5, Dealer shall disclose to Owners all research results that have not been previously disclosed by Dealer to Owners.

3.5 <u>Miscellaneous Specific Duties and Limitations.</u>

- 3.5.1 Dealer shall be solely responsible for ensuring that the Purchasers fully perform their obligations to Dealer and/or Owners relating to purchases of Items, including without limitation collecting any owed amounts.
- 3.5.2 Dealer shall be the primary contact for the Purchasers, and Dealer shall instruct Purchasers that, unless otherwise permitted in writing by Owners, Purchasers shall not contact Owners other than through Dealer.
- 3.5.3 Dealer acknowledges that upon advance notice to Dealer, Owners may withdraw any Item from the for-sale Collection.

3.5.4 Dealer shall provide to Owners all available information regarding Purchasers. Notwithstanding the foregoing, Owners acknowledge that certain Purchasers may wish to remain anonymous, and that Dealer shall not be obligated to reveal the identity of such Purchasers to Owners, provided that such Purchasers fully perform their obligations to Owners relating to purchases of Items.

Owners' Obligations.

- shall provide to Dealer copies of original invoices evidencing Owners' original purchases of Items. In addition, upon reasonable request of Dealer, Owners shall use good faith efforts to obtain from third party freight companies copies of shipping documents evidencing shipments of the Items to Owners; provided, however, that (a) Owners do not represent that shipping documents for any Item will be located, and (b) any failure by Owners to locate shipping documents for any Item shall not be deemed a breach of this Agreement by Owners. Due to confidentiality consideration, the identifiable information regarding the seller and other confidential information may be redacted from any documentation provided by Owners. Dealer shall not share such documentation with Purchasers unless authorized in writing by Owners in each case.
- 4.2 <u>Cooperation</u>. Owners shall reasonably cooperate with Dealer to facilitate Dealer's marketing activities regarding the Collection, as may be reasonably requested by Dealer from time to time.
- Cost Allocation. Each party shall be solely responsible for all costs and expenses 5. incurred by such party in connection with this Agreement. Without limiting the generality of the foregoing, (a) Owners shall be solely responsible for the following costs: (i) payments to the photographer selected by Owners to photograph the Items; (ii) freight costs incurred by Owners to ship Items (whether to Dealer or to any Purchaser) from the Owners' location; (iii) costs of insurance maintained by Owners covering the Items; (iv) Owners' out-of-pocket expenses incurred in connection with travel undertaken in connection with this Agreement; and (v) the fees charged by an outside expert to perform the dating analysis of selected Items (described as "Elephants, Protohistoric period, 6th to 4th millennium BC"), provided that the engagement of such expert and the fees charged are approved by Owners in advance writing; and (b) Dealer shall be solely responsible for the following costs: (i) freight costs for all shipments of Items (whether to Owners or to or from any Purchaser) other than the first shipment of any Item from the Owners' location; (ii) costs of insurance maintained by Dealer pursuant to Section 7; (iii) Dealer's out-of-pocket expenses incurred in connection with travel undertaken in connection with this Agreement; and (iv) all costs relating to marketing the Items under this Agreement. No party shall be obligated to reimburse the other party for any expenses incurred absent prior written agreement of the parties.

Profit and Loss Allocation; Payment.

- 6.1 <u>Definitions</u>. As used herein, the following terms shall have the following meanings:
- 6.1.1 "Basis Price" means, with respect to each Item, the purchase price paid by the Owners for such Item, as listed for such Item in Exhibit A, Exhibit B or Exhibit C, as applicable.

- 6.1.2 "Transacted Amount" means, with respect to each Item sold under this Agreement, the total amount paid by the applicable Purchaser for such Item (including the Sales Price and any applicable sales tax).
- 6.1.3 "Sales Price" means, with respect to each Item sold under this Agreement, the amount paid by the applicable Purchaser for such Item as the sales price (net of sales tax, if any).
- 6.1.4 "Profit Amount" means, with respect to each Item sold under this Agreement at a profit, the dollar amount of the profit, calculated by subtracting the Basis Price of such Item from the Sales Price of such Item.
- 6.1.5 "Loss Amount" means, with respect to each Item sold under this Agreement at a loss, the dollar amount of the loss, calculated by subtracting the Sales Price of such Item from the Basis Price of such Item.
- 6.1.6 "Uplift Amount" means, with respect to each Item sold under this Agreement at a loss, fifty percent (50%) of the Loss Amount.
- Date, the parties shall establish a joint restricted bank account (the "Restricted Account") with a mutually acceptable financial institution (the "Financial Institution") for the sole purpose of depositing the proceeds of sales of the Items, and distributing such proceeds to the parties. The Financial Institution shall (a) be instructed that no withdrawals shall be made from the Restricted Account except upon presentation of the authorized signature of Owners, and (b) be required to issue periodic account activity reports to each of the parties.
- 6.3 Payments by Purchasers. Dealer shall use its best efforts to require the Purchasers to pay all Transacted Amounts by way of a direct transfer or a check issued for deposit to the Restricted Account. Dealer shall ensure that all Transacted Amounts be deposited to the Restricted Account.
- 6.4 Revenue Allocation. The Transacted Amounts shall be allocated between Owners and Dealer as follows:
- 6.4.1 Dealer shall receive the entire amount by which the Transacted Amount on sale of any Item exceeds the Sales Price of such Item, and Dealer shall be solely responsible to remit all amounts paid by Purchasers as sales tax on purchases of Items to the applicable taxing authorities.
- 6.4.2 The Sales Price of each Item shall be allocated between Owners and Dealer as follows:
- (a) If an Item is sold at a profit (i.e., if the Sales Price of the Item exceeds its Basis Price), then (i) Owners' share of the Sales Price of such Item shall equal the sum of (x) Basis Price of such Item, and (y) fifty percent (50%) of the Profit Amount, and (ii) the Dealer's share of the Sales Price of such Item shall equal fifty percent (50%) of the Profit Amount.
- (b) If an Item is sold at a loss (i.e., if the Basis Price of the Item exceeds its Sales Price), then Owners shall receive the entire amount of the Sales Price of such Item.

- of the Sales Price of such Item under Section 6.4.2(b), Owners shall be entitled to receive from Dealer, and Dealer shall be obligated to pay to Owners, the Uplift Amount associated with the sale of such Item at a loss. The accruing Uplift Amounts payable by Dealer to Owners under this Section 6.4.3 shall be offset against the accruing amounts payable to Dealer pursuant to Sections 6.4.1 and 6.4.2(a)(ii) and shall be credited to Owners in each reporting period under Section 6.5. To the extent the accrued Uplift Amounts for any reporting period under Section 6.5 exceed the accrued amounts payable to Dealer pursuant to Sections 6.4.1 and 6.4.2(a)(ii) for such reporting period, the amount of the excess shall be carried forward to be credited to Owners during the next reporting period.
- 6.5 Reports. Dealer shall prepare and submit to Owners weekly reports setting forth:

 (a) the sales of Items during the reporting period and the calculation of the Profit Amount or the Loss Amount for each Item sold; (b) the aggregate amount deposited into the Restricted Account during the reporting period (the "Current Proceeds"); and (c) the calculation of the allocation of the Current Proceeds between the parties in accordance with Section 6.4 (each, a "Current Proceeds Report"). All weekly reports required under this Section 6.5 shall be due no later than Wednesday of the following week. Each such report shall be subject to verification and acceptance in writing by Owners.
- 6.6 <u>Distribution of Funds</u>. Upon the acceptance by Owners of a Current Proceeds Report, Owners shall instruct the Financial Institution to pay each of the parties its respective share of the Current Proceeds as shown by the Current Proceeds Report accepted by Owners.

6.7 Accounting for Refunds.

- 6.7.1 Dealer shall use its best efforts to ensure that every sale of every Item is final, and that the refunds are issued only under exceptional circumstances, as reasonably determined by Dealer in exercise of its professional judgment. Dealer shall use its best efforts to limit the period during which a Purchaser is entitled to a refund (including without limitation by obtaining from Purchasers waivers of any applicable statutory rights); provided, however, that Owners acknowledge that due to the specificity of certain Purchasers, an extended refund eligibility period may be granted to such selected Purchasers; provided, further, that under no circumstance shall any such refund eligibility period exceed five (5) years. No refund shall be issued until the Item subject to refund is returned by the particular Purchaser to Dealer and Dealer confirms to Owners in writing that such Item is in Dealer's possession and has not sustained any damage, whereupon the Owners shall authorize the payment of such refund out of the Restricted Account, and/or contribute any necessary sums as required under Sections 6.7.4 and 6.7.5.
- 6.7.2 If the returned Item for which a refund is issued pursuant to Section 6.7.1 was sold to the returning Purchaser at a profit, then (a) the amount equal to the Basis Price for such Item plus fifty percent (50%) of the Profit Amount for such Item shall be debited from the amount payable to Owners out of the Current Proceeds and reflected accordingly in the applicable Current Proceeds Report, and (b) fifty percent (50%) of the Profit Amount for such Item (i.e. the entire portion of the Profit Amount paid to Dealer on sale of such Item) shall be debited from the amount payable to Dealer out of the Current Proceeds and reflected accordingly in the applicable Current Proceeds Report.
- 6.7.3 If the returned Item for which a refund is issued pursuant to Section 6.7.1 was sold to the returning Purchaser at a loss, then (a) the amount equal to the Sales Price for such Item plus the Uplift Amount for such Item shall be debited from the amount payable to Owners out of the Current Proceeds and reflected accordingly in the applicable Current Proceeds Report, and

(b) the amount equal to the Uplift Amount for such Item shall be credited to the amount payable to Dealer out of the Current Proceeds and reflected accordingly in the applicable Current Proceeds Report.

- 6.7.4 If, at the time a refund to a Purchaser is authorized pursuant to Section 6.7.1, the Restricted Account is open, but a party's share of the Current Proceeds is insufficient to cover the amount to be debited from such party pursuant to Section 6.7.2 or 6.7.3 in connection with such refund, then such party shall promptly contribute the amount of the deficiency to the Restricted Account to enable such refund to be paid to the Purchaser.
- 6.7.5 If, at the time a refund to a Purchaser is authorized pursuant to Section 6.7.1, the Restricted Account has been closed pursuant to Section 13.3.3, then the Owners shall promptly furnish to Dealer a sum that would have been debited from the amount payable to Owners out of the Current Proceeds pursuant to Section 6.7.2 or 6.7.3 if the Restricted Account were open, to enable Dealer to (and Dealer shall) pay the refund (including Dealer's portion of any profit earned on the sale of the relevant Item(s)) to the Purchaser.
- 6.8 No Other Compensation. Dealer's sole source of compensation for rendering services pursuant to this Agreement shall be the portions of the Current Proceeds payable pursuant hereto. Dealer shall have no right to receive any other compensation from Owners for services rendered as an authorized Owners representative or to receive reimbursement of any other costs or expenses incurred by Dealer in connection herewith.
- Retention of Records; Audit. During the term of this Agreement and for two (2) years thereafter, Dealer shall keep, at Dealer's principal place of business, full and accurate books of account, records and copies of all documents and other materials related to this Agreement, including without limitation full and accurate records documenting each sale of an Item. Owners, by its duly authorized agents and representatives, shall have the right, upon reasonable notice to Dealer, to audit such books, documents and other materials from time to time and shall have access thereto during ordinary business hours, and shall be at liberty to make copies of such books, documents and other materials. Owners shall maintain the confidentiality of all information obtained by Owners as a result of auditing Dealer, and shall not reveal any such information to any third party except in connection with any legal action or other proceeding pertaining to any of Owners' rights under this Agreement If, after notice of intention to audit is given by Owners to Dealer, it is revealed as a result of such examination or is otherwise discovered by Owners, the auditor or Dealer (or any combination thereof), that the Transacted Amounts reported to Owners and/or deposited to the Restricted Account are less than the Transacted Amounts actually collected by Dealer, then Dealer shall (a) pay to Owners the Owners' share of such unaccounted Transacted Amounts calculated in accordance with Section 6.4, and (b) reimburse Owners' reasonable expenses incurred in conducting such audit (including, without limitation, all reasonable audit, legal and collection fees).
- 7. <u>Liability Insurance</u>. Dealer agrees to obtain and maintain during the term of this Agreement, at its own expense, commercial general liability and/or excess liability insurance under form CG 00 01 10 93 (occurrence form) or equivalent, providing protection applicable to any and all claims, liabilities, damages, costs, and/or expenses for bodily injury and property damage; personal and advertising injury; and products and completed operations. Such insurance policy shall include the following minimum coverage:

General Aggregate:

\$5 million

Bodily Injury and Property Damage:

Each Occurrence

\$5 million

Personal and Advertising Injury:

Each Occurrence

\$5 million

Products and Completed Operations:

Aggregate

\$5 million

(\$25,000). All such insurance shall name Owners, along with their assignees and successors as additional insureds under form CG 20 26 11 85 Additional Insured – Designated Person or Organization, or equivalent. Within thirty (30) days after the Effective Date, Dealer shall cause each insurance company issuing such policies to issue a certificate to Owners which (i) has the words "endeavor to" and the clause beginning with "but failure to mail" deleted from the certificate; (ii) confirms that such policies have been issued and are in full force and effect providing coverage of Owners as required by this Section 7; (iii) state the amount of the deductible for each such policy; and (iv) also confirms that before any cancellation or material change in coverage of any such policy, the insurance company shall give Owners thirty (30) days prior written notice of such proposed cancellation or material change. Purchaser shall provide Owners with a copy of the policy or the endorsement to the policy showing that Owners (including its assignees and successors) is an additional insured on the policy. Such insurance shall be placed with insurance companies licensed by the State of Colorado or any other U.S. state in which Dealer is licensed to do business. Such companies shall also have a rating of at least A-:IX, as published by Best's Insurance Reports.

8. Ownership and Custody Matters.

- 8.1 Ownership. Ownership and all right, title and interest in and to each and every Item are and shall remain vested solely in Owners, unless and until the ownership right, title and interest in any particular Item is transferred to a Purchaser upon a completed sale of such Item to such Purchaser. Except as set forth in Section 13.3.7, at no time and under no circumstances shall any ownership right, title and interest transfer to or vest in Dealer, whether by operation of law or otherwise.
- 8.2 Transfer of Possession. To the extent it becomes necessary for Owners to transfer temporary possession, custody or control of selected Items to Dealer for the purposes of this Agreement, such transfer of possession, custody or control by Owners shall not be (nor shall it be construed as) a sale, lease, offer to sell or lease, or other transfer of title of such Item to Dealer or any third party. With respect to any such temporary transfer of possession, custody or control of Items from Owners to Dealer the following provisions shall apply:
- 8.2.1 Dealer shall not transfer any Item to any third party without the prior express written consent of Owners. Dealer shall notify Owners promptly upon discovery of any unauthorized use or transfer of any Item.
- 8.2.2 Dealer shall protect the Items from any damage and from any other kind of loss while Dealer is in possession, custody or control of the Items. Without limiting Dealer's obligations under Section 13.3.7, in the event of any damage or loss of any Item, Dealer shall be obligated to purchase such Item from the Owners at the purchase price determined in accordance with Section 13.3.7(b).
- 8.2.3 Owners retain and Dealer hereby grants to Owners, as of the Effective Date, a security interest in and to the Items, the proceeds of any sale thereof, assignment, agreement or

sub-agreement thereof, any insurance proceeds, and any other rights of the Dealer in and to the Items and their proceeds. Dealer hereby authorize Owners to file one or more financing statements with respect to the Items for the purpose of providing notice to the Dealer's creditors of Owners' prior rights to, interest in, and claims upon the Items.

- 8.2.4 At such time as agreed by the parties at the time of transfer of the possession, custody or control of the Item to Dealer, or at such earlier time as requested by Owners, Dealer shall return such Item to Owners at Dealer's expense. While Items are in Dealer's possession, custody or control, Dealer shall be solely responsible to pay all costs relating to transportation, handling and storage of Items (regardless of the party incurring the costs) other than the cost of the initial shipment of such Items by Owners, which cost shall be paid by Owners pursuant to Section 5.
- Confidentiality. Dealer acknowledges that, in the course of this Agreement or while providing services to Owners, it may obtain information relating to Owners which Dealer knows or should reasonably know is of a confidential and/or proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, the terms of this Agreement and the information about the Collection. Dealer shall at all times, both during the term of this Agreement and at all times thereafter, keep and hold such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose, other than as may be reasonably necessary for the performance of Dealer's duties as Owners' representative pursuant to this Agreement, without Owners' prior written consent. Information shall not be considered to be Confidential Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Dealer from a third party without confidential limitations; or (3) it was known to Dealer prior to its first receipt from Owners. Dealer may disclose Confidential Information to its employees solely for the purposes of exercising its rights or performing its obligations under this Agreement, but only under the terms of a written confidentiality agreement with such third person containing confidentiality and use terms substantially similar to those imposed herein. A disclosure of Confidential Information (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish Dealer's rights under this Agreement shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Dealer shall provide prompt written notice thereof to Owners to enable Owners to seek a protective order or otherwise prevent such disclosure.

Representations and Warranties of Owners.

- 10.1 Warranty. Owners hereby represent and warrant that the copies of all documents regarding the Items provided by Owners to Dealer are true and correct copies of such documents received by Owners from third parties in connection with purchases by Owners of the Items, and that except for any redaction of confidential information pursuant to Section 4.1, no such copy has been altered by Owners from the original prior to furnishing thereof to Dealer.
- FORTH IN SECTION 10.1, OWNERS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER IT NOR ANY OF ITS EMPLOYEES SHALL MAKE OR PASS ON, ANY EXPRESS OR IMPLIED WARRANTY, CONDITION OR REPRESENTATION ON BEHALF OF OWNERS TO ANY PURCHASER OR ANY OTHER THIRD PARTY.

11. Indemnity.

- 11.1 <u>Indemnity by Dealer</u>. Dealer shall defend, indemnify, and hold harmless Owners from and against any claims, actions, demands, liabilities, settlement amounts, judgments, damages, costs, and expenses (including any reasonable attorneys' fees) made as a result of or in connection with any (i) negligence, misrepresentation, error or omission on the part of Dealer or its employees or agents, (ii) representations made by Dealer or Dealer's employees or agents, or (iii) any breach by Dealer of this Agreement.
- Dealer from and against any claims actions, demands, liabilities, settlement amounts, judgments, damages, costs and expenses (including any reasonable attorneys' fees) made as a result of or in connection with any suit or proceeding brought against Dealer to the extent resulting from Owners' breach of a representation warranty made by Owners under Section 10. To qualify for such defense and indemnity Dealer must: (1) give Owners prompt written notice of any such claim, (2) allow Owners to control the defense and settlement negotiations, and (3) fully cooperative with Owners in such defense and related settlement negotiations. Owners shall not be responsible for any compromise made without their consent. THE FOREGOING STATES DEALER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY OWNERS OF ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT.

Limitation of Liability.

- Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OWNERS SHALL NOT, BY REASON OF THE TERMINATION OF THIS AGREEMENT OR OTHERWISE, BE LIABLE TO DEALER FOR ANY GENERAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, COMPENSATION OR DAMAGES FOR LOSS OF PRESENT OR PROSPECTIVE PROFITS OR REVENUES, LOSS OF ACTUAL OR ANTICIPATED COMMISSIONS ON SALES OR ANTICIPATED SALES, OR EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF THE REPRESENTATION CREATED BY THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF OWNERS HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OWNERS SHALL NOT BE LIABLE TO DEALER IN AN AMOUNT IN THE AGGREGATE GREATER THAN THE AGGREGATE COMMISSIONS DUE TO DEALER UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 12.2 <u>Limitation of Remedy</u>. Dealer shall have no claim against Owners for compensation or otherwise with regard to this Agreement or the representation created hereby, whether in contract, in tort, under any warranty or otherwise, either during the term of this Agreement or after its termination, except as expressly provided herein.

12.3 Notice of Claims. Dealer must give written notice to Owners of any claims against Owners arising under or in any way relating to this Agreement or the representation created hereby within six (6) months after the effective date of termination of this Agreement.

Termination.

- 13.1 <u>Termination for Cause</u>. If either party breaches any term of this Agreement, the other party may terminate this Agreement upon fifteen (15) business days written notice to the breaching party if the breaching party fails to cure the breach within such fifteen (15) business day notice period.
- For Cause"), Owners may terminate this Agreement immediately by giving Dealer written notice of such termination upon the occurrence of any of the following events: (i) Dealer has committed a curable breach of the same section of this Agreement three (3) or more times; (ii) Dealer ceases to exist as a business entity, or otherwise terminates or significantly limits its business operations; (iii) Dealer is liquidated, dissolved, reorganized, merged, sells substantially all of its assets, enters into receivership or changes its management, voting control or corporate form; (iv) Dealer makes an assignment for the benefit of creditors; (v) Dealer is insolvent or unable to pay its debts as they mature in the ordinary course of business, or if there are any proceedings instituted by or against the Dealer in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution; or (vi) Dealer fails to secure or renew any license or permit necessary for the conduct of its business, or if any such license is revoked or suspended for any reason. In the event of a termination pursuant to this Section 13.2 ("Immediate For Cause"), the effective termination date shall be the date on which written notice of termination is given.
- 13.3 <u>Effect of Termination</u>. Upon any termination of this Agreement, the following shall apply:
- 13.3.1 All rights granted hereunder to Dealer shall immediately terminate and revert to Owners, and Dealer shall immediately cease all promotional activity with respect to items including without limitation representing to third parties that Dealer is authorized to promote the Collection.
- 13.3.2 Within ten (10) business days after termination of this Agreement,
 Dealer shall deliver to Owners a written report setting forth the status of all pending sales of Items,
 including, without limitation, all outstanding amounts due from Purchasers, and the physical location of
 each Item that has not yet been sold.
- Proceeds that have not yet been distributed to the parties, to distribute such Current Proceeds, and to close the Restricted Account, as expeditiously as possible. In furtherance of the foregoing, Dealer shall promptly prepare and deliver to Owners the final Current Proceeds Report detailing the Current Proceeds that have not yet been distributed to the parties.
- 13.3.4 If the final accounting shows that the accrued Uplift Amounts for the final reporting period exceed the accrued amounts payable to Dealer pursuant to Sections 6.4.1 and 6.4.2(a)(ii) for the final reporting period, then Dealer shall pay the amount of the excess to Owners within thirty (30) days after the effective day of termination of this Agreement.
- 13.3.5 Dealer shall promptly disclose to Owners all research results that have not yet been disclosed to Owners pursuant to Section 3.4.

- 13.3.6 Promptly upon the termination of this Agreement, Dealer shall return to Owners all Items in Dealer's possession, custody or control, together with all Confidential Information and all other Owners' information and materials in the possession, custody or control of Dealer.
- 13.3.7 If, as of the effective date of any termination of this Agreement, Dealer's efforts under this Agreement have not generated at least Twenty Five Million Dollars (\$25,000,000) in Gross Proceeds (as defined below), then, within thirty (30) days after the effective date of termination of this Agreement, Dealer shall purchase from Owners a quantity of Items having the purchase price (as determined in accordance with Section 13.3.7(b)) of at least Ten Million Dollars (\$10,000,000), subject to the following:
- (a) In selecting the Items for purchase to fulfill its purchase obligation under this Section 13.3.7, Dealer shall comply with uniformity requirements set forth in Section 3.3.
- (b) The purchase price payable by Dealer for each Item purchased under this Section 13.3.7 shall equal the sum of (i) the Basis Price for such Item, and (ii) fifty percent (50%) of the amount resulting from subtracting the Basis Price for such Item from Dealer's Estimate for such Item.
- (c) For the purposes hereof, "Gross Proceeds" shall mean (i) the aggregate Sales Price paid for all Items sold to Purchasers as of the effective date of termination of this Agreement, plus (ii) the aggregate Uplift Amount paid to Owners with respect to all Items sold at a loss as of the effective date of termination of this Agreement, less (iii) fifty percent (50%) of the aggregate Profit Amount (i.e. the entire portion of the Profit Amount paid to Dealer pursuant to Section 6.4.1) generated with respect to all Items sold at a profit as of the effective date of termination of this Agreement.
- other than termination by Owners for cause pursuant to Section 13.1 or 13.2, if (a) Owners sell for profit to any third party any Item that was not sold by Owners during the term of this Agreement, and (b) such third party upon contacting Owners informs them that such third party was referred to Owners by, or otherwise learned about Items for sale by Owners, from Dealer, then after collecting the sales price from such third party on the sale of such Item, Owners shall pay to Dealer fifty percent (50%) of the Profit Amount on the sale of such Item; provided, however, that if at any time after payment of such portion of the profit to Dealer, Owners are obligated to refund the purchase price for such Item, Dealer shall, upon request of Owners, return to Owners its portion of the profit paid by Owners to Dealer on the sale of such Item.
- 13.4 <u>Survival</u>. Sections 3.4 ("Research Regarding Items"), 6.7 ("Accounting for Refunds"), 6.9 ("Retention of Records; Audit"), 8.1 ("Ownership"), 9 ("Confidentiality"), 10.2 ("Warranty Disclaimer"),11 ("Indemnity"), 12 ("Limitation of Liability"), 13.3 ("Effect of Termination"), 13.4 ("Survival"), and 14 ("General Provisions") shall survive any termination of this Agreement.

General Provisions.

14.1 Foreign Laws and Non-Deceptive Practices.

- require or permit Owners or Dealer to do any act inconsistent with the requirements of any United States or foreign law, regulation or executive order as the same may be in effect from time to time. Dealer shall, at Dealer's expense, obtain all necessary governmental approvals, permits, and licenses, and comply with all applicable laws, rules, customs and regulations applicable in the Territory (including without limitation all applicable data protection laws governing the collection and use of personal data) and/or in the United States.
- covenants that in the performance of its obligations under this Agreement, Dealer will not act in any fashion or take any action which will render Owners liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist Dealer or Owners in obtaining or retaining business. Owners shall have the right to immediately terminate this Agreement should Dealer make any payment which would violate the U.S. FCPA and shall indemnify and hold Owners harmless from and against any costs and damages incurred by Owners as a result of Dealer's breach of this Section 14.1.2.
- 14.1.3 <u>Non-Deceptive Practices</u>. Dealer and its employees and agents will conduct business in a manner that will reflect favorably at all times on the reputation of Owners and avoid any deceptive or unethical practices or advertising.
- Agreement, in whole or in part, or sublicense any of its rights or obligations under this Agreement, without the prior written approval of Owners, which approval Owners may grant or withhold in its sole discretion. Any assignment or transfer by Dealer in violation of the foregoing shall be null and void. Without limiting the generality of the foregoing, Dealer specifically agrees and acknowledges that (i) this Agreement is not subject to assumption pursuant to 11 U.S.C. § 365 and (ii) applicable law excuses Owners (and its successors and assigns) from accepting or rendering performance under this Agreement by any entity other than Dealer.
- 14.3 <u>Assignment by Owners</u>. Owners (and its successors and assigns) may assign, transfer or encumber any or all of its rights under this Agreement in its discretion.
- 14.4 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

14.5 <u>Dispute Resolution</u>.

arising out of or relating to this Agreement, or the breach thereof, to non-binding mediation in San Diego by a mediator to be selected by the parties from among the San Diego American Arbitration Association ("AAA") mediation or commercial arbitration panelists. The first preference in the selection of a mediator shall be a retired judge.

- 14.5.2 <u>Arbitration</u>. Any controversy or claim not resolved by mediation, arising out of or relating to this Agreement, or the breach thereof, or any rights or materials licensed hereunder, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the AAA, and the procedures set forth below. In the event of any inconsistency between the Rules of AAA and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof.
- (a) <u>Location</u>. The location of the mediation and arbitration shall be in the County of Denver, Colorado.
- (b) <u>Selection of Arbitrators</u>. The arbitration shall be conducted by a neutral arbitrator who is independent and disinterested with respect to the parties, this Agreement, and the outcome of the arbitration. If the parties are unable to agree to an arbitrator, the arbitrator shall be appointed by AAA from among the San Diego AAA commercial arbitration panelists. The first preference in the selection of an arbitrator shall be a retired judge.
- additional and specific pre-hearing discovery, the only pre-hearing discovery shall be the following:

 (a) Reasonably limited production of relevant and non-privileged documents; (b) the right to propound twenty five (25) interrogatories (without subparts); (c) the right to take four (4) percipient and two (2) expert witness depositions; and (d) the identification of witnesses to be called at the hearing, which identification shall give the witness* name, general qualifications and position, and a brief statement as to the general scope of the testimony to be given by the witness. The arbitrator shall decide any disputes and shall control the process concerning these pre-hearing discovery matters. Pursuant to the Rules of AAA, the parties may subpoena witnesses and documents for presentation at the hearing.
- important to both parties and the parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrator is instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.
- (e) <u>Remedies</u>. The arbitrator may grant any legal or equitable remedy or relief that the arbitrator deems just and equitable, to the same extent that remedies or relief could be granted by a state or federal court, provided however, that such remedy or relief is consistent with the remedies and limitations set forth in this Agreement.
- (f) Expenses. The expenses of the arbitration, including the arbitrator's fees, expert witness fees, and attorneys' fees, may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned among the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, or unless otherwise set forth in this Λgreement, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.
- (g) Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrator. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, management employees, witnesses, experts, investors, attorneys, lenders, insurers, and others who may be directly affected. Additionally, if a party has stock

which is publicly traded, the party may make such disclosures as are required by applicable securities laws. Further, if a party is expressly asked by a third party about the dispute or the arbitration, the party may disclose and acknowledge in general and limited terms that there is a dispute with the other party which is being (or has been) arbitrated. Once the arbitration award has become final, if the arbitration award is not promptly satisfied, then these confidentiality provisions shall no longer be applicable.

- 14.6 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the State of Colorado without regard to its conflict of laws provisions. The parties agree that the U.N. Convention on Contract for the International Sale of Goods shall not apply to this Agreement. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Denver County, Colorado, and venue in Denver County, Colorado.
- 14.7 <u>Injunctive Relief.</u> Dealer agrees and acknowledges that a breach by Dealer of this Agreement may cause Owners irreparable damage. Accordingly, notwithstanding anything to the contrary set forth in this Agreement, upon any breach of this Agreement by Dealer, Owners may seek immediate injunctive relief and other equitable remedies in a court of competent jurisdiction, and Dealer agrees that it shall not seek to stay such an action pending the outcome of arbitration.
- 14.8 <u>Headings</u>. The headings for section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular section.
- 14.9 Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.
- 14.10 No Waiver. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.
- 14.11 Attorneys' Fees. In the event of a dispute between the parties relating to this Agreement or in the event of any default under this Agreement, the party prevailing in the resolution of any such dispute or default by a court of law shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with resolving said dispute or default.
- specifically refer to this Agreement and shall be sent by registered or certified airmail, postage prepaid, or by facsimile or email, to the respective addresses set forth below unless subsequently changed by written notice to the other party given in accordance with this section. Notice shall be deemed delivered upon the earlier of (a) when received, or (b) the date notice is sent via facsimile or email. Notice shall be conclusively presumed to have been received when (i) a receipt therefor has been signed by any person at the address provided for such notice, (ii) facsimile printout reflects receipt at the address provided for such notice, or (iii) no email delivery failure notice is received by sender within twenty-four (24) hours after transmission of the email.

OWNERS:

William T. Beierwaltes and Lynda L. Beierwaltes

1907 Gail Court Loveland, CO 80537 Fax No.: (970) 667-3380

Email: bill@notebox.com, with a copy to lynda@notebox.com

Dealer:

Phoenix Ancient Art S.A.

c/o Electrum Ltd. 47 East 66th Street New York, NY 10021 Attn: Hicham Aboutaam Fax No.: (212) 288-7121

Email: haboutaam@gmail.com

14.13 Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter set forth in this Agreement. There shall be no amendments or modifications to this Agreement, except by a written document which is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

OWNERS:	DEALER:	
	Phoenix Ancient Art	S.A.
William T. Bean	By:	end
William T. Beierwaltes	Name: AL,	ABOUTAAM
Certal Dermin	TE(Title:	PRESIDENT
Lynda L. Beierwaltes)	

EXHIBIT A

ITEMS OF HIGH INTEREST

Database	Description	Culture	Purchase Price	Prices by Hicham & Ali 5-26-06+ (Visit)	Estimated \$ Profit or Loss 5-26-06
Item # 168	The Schuster Idol A Bronze Equestrian Figure (The	Greek	\$2,500,000	\$6,000,000	\$3,500,000
161 205	'Gillet' Rider) A Marble Figure Of A Calf-Bearer	Greek Greek	\$3,500,000 \$4,500,000	\$7,000,000 \$8,000,000	\$3,500,000 \$3,500,000
245	A Marble Head Of A Cult Statue 'Hermes'	Greek Etruscan -	\$600,000	\$2,000,000	\$1,400,000
253	An Important Group Of Gold Jewelry IVORY COLLECTION IN TOTAL A Limestone Head of A Goddess -	group	\$1,200,000 \$3,930,000	\$2,500,000 \$5,215,000	\$1,300,000 \$1,285,000
160	Schimmel	Egyptian	\$451,000	\$1,600,000	\$1,149,000
336	A Pair of Gold Vessel Stands - One	Greek	\$390,000	\$1,500,000	\$1,110,000
307	Fresco Panel A Bronze Statuette of A Winged	Etruscan	\$900,000	\$2,000,000	\$1,100,000
163	Gorgon PLASTIC VASE COLLECTION IN	Greek	\$2,600,000	\$3,600,000	\$1,000,000
	TOTAL		\$2,270,000	\$3,233,000	\$963,000
173	Rare Inlaid Bronze Face Of A God	Egyptian	\$480,000	\$1,400,000	\$920,000
	A Quartizite Bust of Sesostris III	Egyptian	\$2,200,000	\$3,000,000	\$800,000
200		Greek	\$1,200,000	\$2,000,000	\$800,000
145	A Bronze Figure of Hermes	Greek	\$280,000	\$1,000,000	\$720,000
334 135	An Over Life Size Female Head A Marble Draped Female Figure An Inscribed Alabaster Statue -	Greek	\$380,000	\$1,000,000	\$620,000
470	Sumerian	Mesopotamian	\$480,000	\$1,000,000	\$520,000
172	Two Bronze Boars From A Vessel	Greek	\$950,000	\$1,400,000	\$450,000
141		Egyptian	\$350,000	\$800,000	\$450,000
199	Hapsetshut Complete Mosiac Floor From A Villa	Roman	\$360,000	\$800,000	\$440,000
370	A Disab Figure Torrecotte Dinos	Greek	\$480,000	\$900,000	\$420,000
140	A Black-Figure Terracotta Dinos	Greek	\$400,000	\$800,000	\$400,000
227	Pregnant Idol	Greek	\$850,000	\$1,200,000	\$350,000
278	A Silver-Gilt Kylix		\$360,000	\$700,000	\$340,000
158	A Bronze Figure of A Horse	Etruscan	\$165,000	\$500,000	\$335,000
368	A Limestone Mythological Relief	Greek	\$180,000	\$500,000	\$320,000
257	A Marble Idol Of A Female Figure	Greek	\$480,000	\$800,000	\$320,000
252	The Gillet Bronze Griffin Protome	Greek		\$600,000	\$250,000
220	Spouted Bowl With Lug A Large and Fine White-Ground	Greek	\$350,000	\$600,000	\$240,000
164	Lekythos	Greek	\$360,000	\$650,000	\$230,000
159	A Composite Seated Divinity	Mesopotamian	\$420,000		
211	Egyptian Vase	Egyptian	\$170,000	\$400,000	
225	A Rare Black Stone Goddess	Mesopotamian	\$180,000		
4,47	Totals		\$33,916,000	\$63,078,000	\$29,162,000
		DUAL IVORY PIE	CES	4000 000	¢400.000
64	A Rare and Early Bull-Frieze Pyxis A Rare Plaque with A Frontal Royal	Mesopotamian	\$180,000	\$600,000	\$420,000
65	Figure A Superb Double-Sided Winged	Mesopotamian	\$650,000	\$1,000,000	\$350,000
67	Griffin	Mesopotamian	\$650,000	\$1,000,000	\$350,000
68	A Rare and Early Hathor-Head Flask Totals	Mesopotamian	\$65,000 \$1,545,000	\$300,000 \$2,900,000	\$235,000 \$1,355,000

EXHIBIT B

ITEMS OF ELEVATED INTEREST

Database Item #	Description	Culture	Purchase Price	Prices by Hicham & Ali 5-26-06	Estimated \$ Profit or Loss 5-26-06
22.4	A Barrer Figure Of A Spotod Cat	Egyptian	\$120,000	(Visit) \$300,000	\$180,000
224 195	A Bronze Figure Of A Seated Cat A Collared Kandila With Foot	Greek	\$110,000	\$275,000	\$165,000
256	Violin Idol	Greek	\$90,000	\$250,000	\$160,000
166	A Terracotta Head Of A Youth	Greek	\$350,000	\$500,000	\$150,000
231	A Bulgarian Marble Idol	Mesopotamian	\$160,000	\$300,000	\$140,000
262	A Bronze Ram Protome	Greek	\$175,000	\$300,000	\$125,000
144	A Fine Limestone Relief Of A King	Egyptian	\$180,000	\$300,000	\$120,000
214	A Fragmentary Basalt Turtle Bowl	Mesopotamian	\$180,000	\$300,000	\$120,000
274	A Bronze Statuette Of A Striding God	Mesopotamian	\$180,000	\$300,000	\$120,000
210	A Marble Head of A Ram	Greek	\$80,000	\$200,000	\$120,000
237	A Yellow Limestone Star-Shaped Dish	Egyptian	\$34,000	\$150,000	\$116,000 \$115,000
263	A Limestone Head Of A Worshipper	Mesopotamian	\$35,000	\$150,000	\$111,401
192	A Large Marble Bowl	Greek	\$38,599	\$150,000 \$500,000	\$110,000
156	A Fine Archiac Bronze Sphinx	Greek	\$390,000 \$30,000	\$140,000	\$110,000
369	Pair Of Rare Terracotta Ollas	Etruscan	\$45,000	\$150,000	\$105,000
267	An Albaster Offering Altar	Egyptian Greek	\$120,000	\$225,000	\$105,000
191	A Fine Large Marble 'Kandila'		100 Maria 1		
259	Two Bronze Winged Horses From A	Greek	\$600,000	\$700,000	\$100,000
230	Vessel "Schinoussa" Steatopygous Idol	Greek	\$650,000	\$750,000	\$100,000
142	A Fine Serpentine Bust of Maat	Egyptian	\$180,000	\$280,000	\$100,000
276	A Chalcedony Amulet	Egyptian	\$58,300	\$150,000	\$91,700
229	A White Marble Pregnant Idol	Mesopotamian	\$260,000	\$350,000	\$90,000
86	Egyptian Head	Egyptian	\$520,000	\$600,000	\$80,000
234	A Large Alabaster Jar	Mesopotamian	\$120,000	\$200,000	\$80,000
258	Plain Bowl	Greek	\$120,000	\$200,000	\$80,000
265	A Rare Bone-Handled Bronze Mirror	Greek	\$220,000	\$300,000	\$80,000
	Silver Greek Bowl (came with silver	Greek	\$0	\$80,000	\$80,000
7.5	kylix)	Equation	\$120,000	\$200,000	\$80,000
193	A Bronze Figure Of Osiris	Egyptian Roman	\$22,000	\$100,000	\$78,000
218	A Marble Capital	Greek	\$45,000	\$120,000	\$75,000
106	Obsidian Mirror A Bronze Louter With Figured				\$70,000
188	Handles	Greek	\$180,000	\$250,000	\$70,000
100	An Extremely Rare Sculpture Of A	Mesopotamian	\$130,000	\$200,000	\$70,000
241	Horned Bull				
62	An Ivory Duck Dish	Egyptian	\$280,000	\$350,000	\$70,000
273	A Gypsum Double Ram Vessel	Mesopotamian	\$280,000	\$350,000	\$70,000
201	A Stone Floral Architectural Fragment	Roman	\$35,000	\$100,000	\$65,000 \$65,000
175	Torso Of King Nepherites I	Egyptian	\$935,000	\$1,000,000	
157	An Important Inscribed Black-Figure	Greek	\$240,000	\$300,000	\$60,000
	Kylix	Crook	\$44,000	\$100,000	\$56,000
378	Doric Capital of White Marble	Greek	\$45,000	\$100,000	\$55,000
309	An Alabaster Sack-Shaped Jar	Egyptian Mesopotamian	\$48,000	\$100,000	
310	A Large Alabaster Bowl	Greek	\$10,000	\$60,000	
101	Shell Idol A Large Alabaster Jar	Egyptian	\$250,000	\$300,000	\$50,000
162 221	Spool Pyxis	Greek	\$350,000	\$400,000	\$50,000
242	An Archaic Bronze Recumbent Lion	Greek	\$45,000	\$90,000	
165	Anhydrite Female Amulet	Greek	\$180,000	\$225,000	
	A Gold Snake Bracelet	Egyptian	\$45,000	\$90,000	
375	A Cold Citatic Bidde.st	371	\$160,000	\$200,000	\$40,000

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Database Item #	Description	Culture	Purchase Price	Estimate Sale Prices by Hicham & Ali 5-26-06 (Visit)	Estimated \$ Profit or Loss 5-26-06
271 371	Lugged Bowl Section Of Marble Pavement	Greek Roman	\$60,000 \$160,000	\$100,000 \$200,000	\$40,000 \$40,000
110	An Alabaster Human-Faced Bull	Mesopotamian	\$65,000	\$100,000	\$35,000
373 105 124 226 264 104 372 94	Protome Habuba Kabira Elegant Bottle Lugged Bowl A Black Schist Bowl - Gift from Merrin A Marble 'Eye' Idol A Spiral Arm Guard Small Dish Habuba Kabira Lugged Bowl Palette	Mesopotamian Greek Egyptian Mesopotamian Celtic Greek Mesopotamian Greek	\$24,084 \$35,000 \$0 \$60,000 \$45,000 \$5,000 \$19,705 \$15,000	\$50,000 \$60,000 \$18,000 \$75,000 \$60,000 \$18,000 \$30,000 \$25,000	\$25,916 \$25,000 \$18,000 \$15,000 \$15,000 \$10,295 \$10,000
103	Obsidian Core	Greek	\$10,000	\$20,000	\$10,000
189	Balbeck Ancient Roman Empire Capital	Roman	\$25,000	\$30,000	\$5,000
374	Habuba Kabira lobed 'weight'	Mesopotamian	\$8,211	\$10,000	\$1,789
209	Cosmetic Vessel In The Form Of A Duck	Egyptian	\$250,000	\$250,000	\$0
254	An Important Group Of Gold Jewelry	Etruscan - group	\$0	\$0	\$0
255	An Important Group Of Gold Jewelry	Etruscan - group	\$0	\$0	\$0
169	Bronze Figure of A Dog	Roman	\$60,000	\$60,000	\$0
272	A Fine Steatte Box In The Form Of A Gazelle	Mesopotamian	\$120,000	\$120,000	\$0
223 154 152	A Small Fine Marble Altar A Bronze Pegasus Protome A Marble Male Portrait Head Totals	Roman Greek Roman	\$120,000 \$320,000 \$360,000 \$10,251,899	\$120,000 \$320,000 \$360,000 \$14,761,000	\$0 \$0 \$0 \$4,509,101
	INDIVIDU	AL IVORY PIECE	9		
74	An Openwork Plaque of A Stag	Mesopotamian	\$360,000	\$450,000	\$90,000
72	An Extremely Rare and Very Large	Mesopotamian	\$320,000	\$400,000	\$80,000
73	Ivory Plaque A Large and Fine Male Sphinx Plaque	Mesopotamian	\$280,000	\$350,000	\$70,000
61	A Relief Plaque of A Suckling Calf and Cow	Mesopotamian	\$80,000	\$125,000	\$45,000
75	Two Openwork Pyxis Facings and A	Mesopotamian	\$30,000	\$50,000	\$20,000
	Spoon Totals		\$1,070,000	\$1,375,000	\$305,000
	INDIVIDU	AL PLASTIC VAS	FS	C PATRICIA	
	0 x 20 00000000000000000000000000000000	Greek	\$120,000	\$300,000	\$180,000
8	Negro Head	Greek	\$125,000	\$250,000	\$125,000
37	Sea Serpant with Human Torso	Greek	\$150,000	\$250,000	
2	Seated Monkey	Greek	\$35,000	\$120,000	
12	A Komast Figure		\$40,000	\$125,000	Figure 1 and
42	An Outstretched Hare	Greek		\$200,000	
5	Duck With Head Turned Back	Greek	\$120,000		
18	A Black Glazed Reclining Lion	Greek	\$35,000	\$100,000	
33	Seated Mother with Child	Greek	\$25,000	\$80,000	
24	A Horse Head	Greek	\$15,000	\$60,000	
14	Ram Head	Greek	\$120,000	\$160,000	
1	A Double Female Head Flask	Greek	\$65,000	\$100,000	
A	A Siren Vessel	Greek	\$25,000	\$60,000	\$35,000
11		Greek	\$25,000	\$60,000	
38	Lion Vessel	Greek	\$120,000	\$150,000	12001222
32	Figure of a Young Black Sleeping	Greek	\$120,000	ψ,00,000	227
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Database Item #	Description	Culture	Purchase Price	Prices by Hicham & Ali 5-26-06 (Visit)	Estimated \$ Profit or Loss 5-26-06
- 225	Against a Wine Amphora	Greek	\$25,000	\$50,000	\$25,000
23	A Reclining Doe Vessel	Greek			
21	A Red Figured Vessel with A Lion	Greek	\$15,000	\$40,000	\$25,000
	Spout Owl	Greek	\$150,000	\$175,000	\$25,000
10	A Duck Vessel	Greek	\$40,000	\$60,000	\$20,000
6	A Painted Phallus	Greek	\$25,000	\$40,000	\$15,000
16	A Vessel In The Form of A Boar	Greek	\$35,000	\$50,000	\$15,000
19		Greek	\$25,000	\$40,000	\$15,000
41 31	Falence Figure on a Lion Throne Actor With A Toga	Greek	\$60,000	\$70,000	\$10,000
	An 'Almond' Flask	Greek	\$15,000	\$25,000	\$10,000
25 15	A Large Sandalled Foot Vessel	Greek	\$10,000	\$18,000	\$8,000
13	A Plain Pottery Phallus	Greek	\$45,000	\$50,000	\$5,000
30	Duck With Head Raised	Greek	\$45,000	\$50,000	\$5,000
34	Figure Riding A Bull	Greek	\$15,000	\$20,000	\$5,000
29	Monkey Holding A Baby	Greek	\$25,000	\$30,000	\$5,000
20	Small Foot with Lion Mask	Greek	\$5,000	\$10,000	\$5,000
27	Dove	Greek	\$20,000	\$20,000	\$0
35	Ram Number One	Greek	\$15,000	\$15,000	\$0
36	Ram Number Two	Greek	\$15,000	\$15,000	\$0
40	Standing Boar	Greek	\$15,000	\$15,000	\$0
40	Totals	The state of	\$1,620,000	\$2,808,000	\$1,188,000

EXHIBIT C

ITEMS OF STANDARD INTEREST

				Estimate Sale Prices by Hicham & Ali	Estimated \$
Database			Purchase	5-26-06	Profit or Loss
Item #	Description	Culture	Price	(Visit)	5-26-06
240	A Bronze Figure of A Reclining Goat	Greek	\$55,000	\$45,000	-\$10,000
151	A Rare Enamelled Bronze Situla	Roman	\$320,000	\$300,000	-\$20,000
232	A Marble Head Of Aphrodite	Roman	\$380,000	\$350,000	-\$30,000
153	A Bronze Arm Guard	Celtic	\$120,000	\$60,000	-\$60,000
146	A Large Serpentine Duck Weight	Mesopotamian	\$250,000	\$150,000	-\$100,000
171	A Gold Bull Pendant	Mesopotamian	\$250,000	\$150,000	-\$100,000
308	A Marble Head Of A Man	Greek	\$850,000	\$700,000	-\$150,000
176	A Limestone Statue of A Naked Man	Egyptian	\$3,200,000	\$3,000,000	-\$200,000
186	A Rare Marble Bull Head	Greek	\$1,200,000	\$1,000,000	-\$200,000
247	A Terracotta Acrolithic Bust Of A Kore	Greek	\$1,200,000	\$1,000,000	-\$200,000
	Mud Head	Egyptian	\$650,000	\$400,000	-\$250,000
170			\$280,000	\$400,000	-\$280,000
337	A Pair of Gold Vessel Stands - Two	Greek		\$550,000	-\$300,000
167	A Bronze Figure Of An Attacking Lion Terracotta Lady Group Greek 213, 215, 143 Harmer valued #213 & #215	Greek	\$850,000		
	at \$750K each Terracotta - A Enthroned Goddess	Greek	\$1,800,000	\$1,500,000	-\$300,000
213	(#213) Terracotta - A Large Standing Figure	Greek	\$0	\$0	\$0
215	(#215) Terracotta - A Pair of Protomes	Greek	\$0	\$0	\$0
143	(#143) Harmer valued #143 at \$500K Totals	Greek	\$0 \$11,405,000	\$0 \$9,205,000	\$0 -\$2,200,000
	INDIVID	UAL IVORIES			
69	A Fine Lion and Bull Spoon	Mesopotamian	\$35,000	\$30,000	-\$5,000
60	A Fine Ivory Figure of a Bull	Mesopotamian	\$160,000	\$150,000	-\$10,000
71	A Fine Lion Head Attachment	Mesopotamian	\$60,000	\$35,000	-\$25,000
66	A Fine Openwork Grazing Bull Plaque	Mesopotamian	\$160,000	\$100,000	-\$60,000
00	An Extremely Rare Double Lion	Mesopotamian	0100,000	4.00,000	1000
70		Mesopotamian	\$450,000	\$350,000	-\$100,000
	Dagger	Mesopotamian	\$450,000	\$275,000	-\$175,000
63	A Rare Ivory Female Head Totals	Wesopotamian	\$1,315,000	\$940,000	-\$375,000
	INDIVIDUAL	PLASTIC VASES	s		
28	Mouse	Greek	\$35,000	\$30,000	-\$5,000
0.5	Rhyton Mould in the Shape of a				
39	Boar's Head	Greek	\$35,000	\$30,000	-\$5,000
7	Double Negro Head Flask	Greek	\$85,000	\$75,000	-\$10,000
4	Bull Head	Greek	\$75,000	\$60,000	-\$15,000
17	Monkey Head	Greek	\$60,000	\$35,000	-\$25,000
9	Reclining Lion	Greek	\$35,000	\$10,000	-\$25,000
26	Monkey Face Flask	Greek	\$120,000	\$85,000	-\$35,000
22	A Negro Head Flask	Greek	\$125,000	\$75,000	-\$50,000
3	Head Flask	Greek	\$80,000	\$25,000	-\$55,000
J	Totals		\$650,000	\$425,000	-\$225,000

HARMER JOHNSON

146 EAST 84TH STREET NEW YORK, NY 10028

> TEL (212) 535-9364 FAX (212) 861-9893

> > April 19, 2006

This is to certify that I, Harmer Johnson, have carefully examined the property described in the attached schedule at the request of Bill and Lynda Beierwaltes, 1907 Gail Court, Loveland, Colorado 80537.

l examined this material in Loveland on February 27-28, 2006, and in New York City on March 8 and 14, 2006.

The property is, in my best professional judgment and opinion, authentic as described in the attached schedule and in good condition for property of this kind.

My appraisal is made for the purpose of establishing the Fair Market Value of the property.

My appraisal represents, in my best professional judgment and opinion, the current Fair Market Value of the property.

The Fair Market Value is defined as, "The price at which the property would change hands between a willing buyer and a willing seller, neither being under compulsion to act and both having reasonable knowledge of relevant facts."

The valuation approach used is the Comparative Market Data Approach. That is, the international retail dealer market and public auction market. Other valuation approaches considered, but not appropriate for this appraisal purpose, were the Cost Approach and the Income Approach.

The effective date of this appraisal is April 19, 2006.

This appraisal was prepared on April 19, 2006.

There are no assumptions or limiting conditions relating to this appraisal other than any stated herein.

I further state that I do not have presently, or contemplate having, any personal financial interest in this property. My appraisal fee structure is not based upon a percentage of my evaluation.

The criteria for establishing a Fair Market Value are in accordance with the principles and ethical practices of the Appraisers Association of America and The Uniform Standards of Professional Appraisal Practice.

This appraisal is made for the sole use of Bill and Lynda Beierwaltes, for the purpose stated herein, and is not to be used or relied upon by any other party.

Total number of pages in this appraisal report (letter of transmittal, appraisal of property, professional qualifications): 9.

Farmer Johnson

Beierwaltes Antiquities

Appraisal by Harmer Johnson, (212) 535-9364 W, hjohnsonart@yahoo.com
4-19-06

Description	Culture	Fair Market Value 4-19-06
A Rare Marble Bull Head	Greek	\$1,200,000



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USA

(970) 667-3255

CONSIGNEE (Name, Full Address, Country)

C/O Art Franc

Tanis Antiquities 011-41-22-827-4950

6 Rue du Grand Lancy

Port Franc de Geneve 1211-26

Switzerland

CONTACT INFORMATION

Helene Yubero

Pheonix Ancient Art

Geneva Tele: 011-41-22-318-8010

Switzerland

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William Beierwaltes 1907 Gail Court

Loveland, CO 80537 (970) 667-3255

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CONSIGNEE (Name, Full Address, Country)

C/O Art Franc

Tanis Antiquities 011-41-22-827-4950

6 Rue du Grand Lancy

Port Franc de Geneve 1211-26

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9

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Other References

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KGS	CRATE#	COUNTRY OF MFR	DESCRIPTION	WEIGHT (LBS)	WEIGHT (Kgs)	UNIT VALUE
1	CRT023			69	31	
		Egyptian	Stone Fragment of A Goddess (#199)			\$250,000
2	CRT024		The Charles	48	22	
		Greek	Bronze Figure of A Lion (#167)			\$330,000
3	CRT025			73	33	
		Egyptian	Bronze Face of A God (#173)			\$275,000
		Mesopotamian	Marble Idol (#231)			\$86,000
4	CRT026			240	109	
		Roman	A Marble Capital (#218)			\$22,000
5	CRT027			132	60	
		Greek	Marble Bull Head (#186)			\$675,000
6	CRT028			68	31	
		Greek	Stand for Marble Bull Head (#186)			\$0
7	CRT029		(EL-A)	45	20	
		Etruscan	Bronze Figure of A Horse (#158)			\$186,000
8	CRT030			64	29	
		Mesopotamian	A Marble 'Eye' Idol (#226)			\$60,000
_		Mesopotamian	Marble Pregnant Idol (#229)			\$95,000

PKGS	CRATE#	COUNTRY OF MFR	DESCRIPTION	WEIGHT (LBS)	WEIGHT (Kgs)	UNIT VALUE	
9	CRT031			66	30		
		Greek	Marble Spool Pyxis (#221)			\$210,000	
		Egyptian	Limestone Star-Shaped Dish (#237)			\$34,000	
						\$2,223,000	

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Title: CEO

Date: Email: Bill@notebox.com

Telephone Number(s):

Voice: (970) 215-2121

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Crate #: CRT027					
Item #: 1		Marble Bull	Head		
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	Arrived:		Phoenix Ancient Art - Geneva		

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Crate #: CRT028

Item #: 186

A Rare Marble Bull Head

Shipped: 8/ 1/2006

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Beierwaltes - 1907

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Loveland, CO 80537	6, route du Grand-Lancy
USA	1211 Genève 26
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1	CRT0Z3		Stone Fragment of A Goddess (#199)	69	31
2	CRT024	Grack	Bronze Figure of A Lion (\$167)	46	22
3	CRT025	Egyptlan	Bronze Face of A God (#173)	73	33
100 m mm.		Mesopotemian	, Marbie Idoi (#231)		
4	CRT026	Roman	A Morble Capital (#218)	240	109
5	CRT027	Greek	Marche Bull Head (#186)	132	80
8	CRT028	Greek	Stand for Marble Bull Hoad (#186)	6.8	31
7	CRT029	Etruscan	Bronze Figure of A Horse (#158)	45	20
8	CRT030	Mesopotamian	A Marble 'Eye' Idol (#228)	64	29
		Mesopotemian	Marble Pregnant Idol (#229)	1	

PKGS	CRATE	COUNTRY OF MFR	DESCRIPTION	WEIGHT (LBS)	(Kgs)
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Tel: +44 (0)207 841 5780 Fax: +44 (0)207 841 5781

Our ref: S00014788

Date: 18 June 2008

Name: Mrs Caroline Kaspar Nebel

Company: Phoenix Ancient Art S.A.

Address: 6 rue Verdaine

C.P. 3516 Geneva 3 1211

Switzerland

We have now carried out a search of the Art Loss Register's database for the following item:



ITEM: Archaic head of a bull

CIVILIZATION: Second quarte of the 5th Century B.C. (circa 480-

460 B.C.)

MEDIUM: Marble

DIMENSIONS: Height: 33 cm, Width: 35.5 cm

PROVENANCE PROVIDED: Not provided

We certify that this item has not, to the best of our knowledge, been registered as stolen or missing on our database of stolen and missing art nor has a claimant reported this work to us as a loss between 1933 and 1945. It should, however, be noted that:

1) Not every loss or theft is reported to us.

2) The database does not contain information on illegally exported artefacts unless they have been reported to us as stolen.

3) The ALR does not have details of all works of art confiscated, looted or subjected to a forced seizure or forced sale between 1933 and 1945.

It is also important for you to note that this Certificate is no indication of authenticity of the item. We do not guarantee the provenance of any item against which we have made a search. Your search with The Art Loss Register demonstrates due diligence but may not excuse you undertaking further research or providing further information where known. Should we become aware of any abuse of this Certificate we may find it necessary to take action. This is not an export licence.

Julian Radcliffe OBE Director, The Art Loss Register

him Raddf

64. HEAD OF A BULL

Greek (Attic), second quarter of the 5th century B.C., ca. 480-460

Pentelic marble

H: 33 cm



The head is carved from a magnificent block of marble that scientific analysis has revealed to be from the great Attic quarries of Mount Pentelicon.

The break, situated at the level of the neck, is definitely ancient: the head is very well preserved, but the lower jaw is missing. The back of the stone is smooth without any indication of the hide, but miniscule parallel marks, left by the sculptor's chisel can still be seen on the nape of the neck; the placement of the horns and the ears are clearly visible.

The head belonged to a life-size or slightly smaller statue of a bull. It is impossible to know conclusively what the original pose of the animal was: his neck is sharply, but smoothly, curved, the jaw is lowered and the head may have turned slightly to the right (frontally, the curve of the neck is more rounded on the right while on the left side, it seems to descend vertically to the shoulder). Therefore, one can imagine that the bull was standing with the head lowered and turned slightly to the right. In Antiquity, the bull was a symbol of force, of courage and of power, like the lion, with which it was often associated.

This statue is of excellent artistic quality: the sculptor's skill is evidenced in the delicate and nuanced modeling that resembles representations of bovids, horses or rams from the end of the 6th and 5th century B.C.

The head and the neck exude a remarkable sense of force and power, but the modeling is so nuanced and fine that the bull almost seems alive despite the existing breaks. One senses the triangular structure of the perfectly reproduced skull under the skin: large forehead, arched eye sockets and the smooth, rounded flat of the nose. Numerous anatomical details, such as the folds of the skin on the neck, the rounded upper lip and the globular eyes with their linear lids, are modeled or incised; some veins snake in low relief across the sides of the nose towards the muzzle. The quality and the stylistic precision of this piece are in complete accordance with the stone's place of origin: it is probably a sculpture executed by an Attic artist.

In the Greek world, there is a long tradition of sculpting large-scale figures of bulls, and it was revived during the Archaic period with, for example, an Attic work: the famous limestone and marble pediments from the Acropolis with bovids being attacked by lions and succumbing to the assault. Other marble fragments in the Acropolis Museum also belonged to a statue of a bull, the same bull as the fragments from the Samos Museum, found in the Heraion (fragments of the feet and base), and there was a magnificent over life size animal in silver and gold that was dedicated at Delphi in the mid 6th century. But this head is certainly more recent than the statues mentioned: chronologically, it can be placed between figures of bovids from the metopes of the Athenian Treasures at Delphi (Theseus and the Bull of Marathon; Heracles and the Herd of Geryon) and the head of a bull from Olympia (the metope of Heracles and the Cretan Bull), which display comparable stylistic development and realistic sculpting, even if the actual style of our head is different. The bovids from the Panathenaic procession from the Parthenon frieze possess a more accomplished, and therefore more recent, air. A date of between 490/480 and 460 seems reasonable.



The head was not part of an architectural ensemble but was sculpted entirely in the round. At the same time, one can exclude it from a sculptural group depicting a scene that pits animal against animal or against a human or a hero, because of the animal's apparent calm and the absence of any traces of a second figure. The inhuman shape of the neck prevents us from envisioning the head on a masculine torso, as may have been the case in a depiction of Theseus versus the Minotaur (in the iconography of the time, the monster is given a man's body).

Other hypotheses aside, one can simply suppose that this bull was an offering made to a sanctuary, like the others from Delphi or Olympia that are mentioned in the ancient texts. One should not forget that bovids were among the sacrificial victims of choice for public or private sacrifices, as attested to not only on the Parthenon friezes, but also in numerous representations and classical sources. One can complete this quick review of the type by comparing this head to the nearly complete statue of a bull that crowns the tomb of Dionysios of Kollytos, located in the Kerameikos Cemetery in Athens. Despite the chronological difference, (the image from the Kerameikos dates from the early 4th century B.C.) one notes the analogous position and the shape of the neck, which is curved forward in such a way that the lower jaw seems to nearly touch the animal's breast. Placed on a tomb, the bull may have had significance not only in relation to physical vigor, but also to fertility.

PROVENANCE

Ex-American private collection, collected in 1980's-1990's.

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For the pediments on the Acropolis, see:

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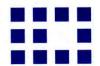
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11th July, 2000

Professor Rolf Stucky Archaologisches Institut Der Universitat Basel Schonbeinstrasse 20 CH-4056 Basel

Dear Sir,

I was very kindly notified last week by David Cahn of the discovery of a torso stolen from Lebanon in 1990 that was being offered at Dorotheum Auction House last month.

Mr Cahn has provided us with your publication which is being registered on our database of stolen and missing art.

I understand that there is a second publication in preparation and I am wondering when it would be convenient for you to provide me with the original archival material (i.e. photographs). It will be possible for us to register the remaining items and return the photographs to you within ten days. Could you please contact me to discuss when you will be needing this material returned to you.

In addition, please find enclosed some information on the Art Loss Register. If you have any questions please do not hesitate to contact me.

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Magnus Mitchell

The Art Loss Register

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Professor Rolf Stucky Archaologisches Institut Der Universitat Basel Schonbeinstrasse 20 CH-4056 Basel

Dear Sir.

I hope that you have received my letter dated 11th July, 2000, with the information on the Art Loss

I am writing to inform you that I have registered the items from your book entitled:

Die Sculpturen aus dem Eschmun-Heiligtum bei Sidon.

The only items which have not been registered are from the plate 64. We were unable to locate the corresponding text and would be most grateful if you could please inform us where the appropriate text is located. To avoid any confusion, I have enclosed a xerox of plate 64.

In last week's letter I asked about the material for the second volume. I understand that you require information over summer and I am wondering when it would be convenient for you to provide me with the original archival material (i.e. photographs). Would it be possible for us to register the remaining items from the second volume and return the photographs to you within ten days? Could you please contact me to discuss when you will be needing this material returned to you.

Thank you in advance for your kind co-operation. I look forward to hearing from you.

Yours faithfully,

Magnus Mitchell

The Art Loss Register

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Archöologisches Seminar

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Date

From: James Ratcliffe < james.ratcliffe@artloss.com>

Date: Monday, Mar 06, 2017, 12:57 PM

To: Labbat, John P < John.P.Labbat@ice.dhs.gov>
Cc: Will Korner < will.korner@artloss.com>

Subject: RE: information requested

Hi John,

No problem, we are always happy to help.

I discussed this with the team at the museum and have looked into it since I returned from Beirut. It appears that what happened is that Prof. Stucky sent a copy of the first volume of his first book to the Art Loss Register in 2000, and all of the items in that book (other than one plate) were registered at the time. We sent him a letter to confirm this of which I believe he still has a copy.

Subsequently, later that year, Prof. Stucky sent us a further package for which he still has the DHL Shipment Airwaybill. That package apparently contained information relating to the artefacts in the second volume of his book, which included this item. However I can only assume that this package never reached us since the items were not added to our database and, to the best of my knowledge, no follow up letter was sent to Prof. Stucky.

It is a little difficult to unravel events some 17 years ago but that seems to me to be the most likely explanation for the fact that the first batch of material was received, and confirmation of registration sent within a week, whilst the second batch was not registered. It is not unusual for people to fail to provide further information that is promised to us, so I would guess that is why it would not have been followed up, but I have no first hand knowledge of what happened.

I hope that makes sense. It is the only reason I can think of for why it is not on our database already.

In terms of how earlier searches were carried out it is harder to track them down, but not always impossible. It will depend what type of search it was that was carried out, eg whether in an auction catalogue or as a one off search for a dealer, and also possibly which of our offices was involved. Needless to say, if the search was in the mid 1990s, it would have been impossible for us to identify it from a book that did not exist until 2000 in any event.

Please let me know if there is anything else that you need.

Best wishes, James

James Ratcliffe
Director of Recoveries & General Counsel
The Art Loss Register
1st Floor, 63-66 Hatton Garden
London EC1N 8LE

office: +44 (0) 207 841 5780 direct dial: +44 (0) 207 841 5782

email: james_ratcliffe@artloss.com

website: www.artloss.com twitter: @ALR Recoveries

<u>209</u>

From: James Ratcliffe [mailto:james.ratcliffe@artloss.com]

Sent: Tuesday, March 07, 2017 7:38 AM

To: Labbat, John P

Subject: RE: information requested

We will keep looking, though I doubt we will find anything further. Indeed, given the quality of Prof. Stucky's record keeping I am confident that he must have a copy of everything that we sent to him.

Good luck with this one, and let us know if there is anything we can do to help in future. Whether it was on our database or not, if it wasn't searched with us then I think the dealer concerned can hardly claim to have done sufficient due diligence, indeed if it was an IADAA dealer then since 1996 each of their members has been required to check all objects with a resale value of more than €5,000 with us, so if they failed to do that they would fail to meet even their own self imposed standards.

6/13/2017 Gmail - Fw: Biennale



Hicham Aboutaam haboutaam@gmail.com

Fw: Biennale

1 message

Hicham Aboutaam haboutaam@gmail.com Reply-To: haboutaam@gmail.com To: Dina <daboutaam@gmail.com>

Thu, Sep 11, 2008 at 6:43 PM

FYI love!

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "Hicham Aboutaam" haboutaam@gmail.com>

Date: Thu, 11 Sep 2008 22:41:00

To: Beirwaltes bill

bill.beierwaltes@coloradovnet.com>

Subject: Biennale

Hello bill,

The Biennale closed yesterday at midnight-today on at 11PM. Our stand has been called the best one at the show. Our 2 Gala dinner tables were loaded...

Briefly for now, the active pieces are the bronze horse for the same Belgian, the schinoussa is alive for the same French client, Bull's head and the mosaic for Steinhardt, kylix for a Getty trustee (william Lucas), the kouros for its best possible client on earth (at our asking price). The eg relief has many chances. To a lesser degree the kore to a greek living in New York.

The price of the gorgon and the eg mask is limiting the interest. Not much on the roman marble head and the greek marble head.

This is day 1. Will keep you and lynda posted.

As ever,

Hicham

p.s. The plastic doe was sold for 48K. Sent from my Verizon Wireless BlackBerry 6/13/2017 Gmail - Biennale



Hicham Aboutaam haboutaam@gmail.com

Biennale

10 messages

Hicham Aboutaam haboutaam@gmail.com
To: Beirwaltes bill haboutaam@gmail.com

Thu, Sep 11, 2008 at 6:41 PM

Fri, Sep 12, 2008 at 4:32 AM

Hello bill.

The Biennale closed yesterday at midnight-today on at 11PM.

Our stand has been called the best one at the show.

Our 2 Gala dinner tables were loaded...

Briefly for now, the active pieces are the bronze horse for the same Belgian, the schinoussa is alive for the same French client, Bull's head and the mosaic for Steinhardt, kylix for a Getty trustee (william Lucas), the kouros for its best possible client on earth (at our asking price). The eg relief has many chances. To a lesser degree the kore to a greek living in New York.

The price of the gorgon and the eg mask is limiting the interest. Not much on the roman marble head and the greek marble head.

This is day 1. Will keep you and lynda posted.

As ever,

Hicham

p.s. The plastic doe was sold for 48K. Sent from my Verizon Wireless BlackBerry

Bill Beierwaltes <bill.beierwaltes@coloradovnet.com>

To: haboutaam@gmail.com

Cc: Lynda Beierwaltes < Lynda@notebox.com>

Hicham,

All great news, you're in the zone! Thank you for taking the time to status us.

If you get a moment, any word on Sesostris?

Bill Beierwaltes CEO

Colorado vNet

cell 970 215 2121 direct 970 203 3790 fax 970 203 3701

Please note we have moved, our new address is:

619 14th Street SW Loveland, Colorado 80537

email bill.beierwaltes@coloradovnet.com web www.coloradovnet.com

[Quoted text hidden]

6/13/2017 Gmail - Biennale

Hicham Aboutaam haboutaam@gmail.com

Reply-To: haboutaam@gmail.com

To: Beirwaltes bill <bill.beierwaltes@coloradovnet.com>

I am told there are at least 2 major possible buyers for Sesotris. He also got a good media coverage.

Н.

[Quoted text hidden]

Bill Beierwaltes <bill.beierwaltes@coloradovnet.com>

Sat, Sep 13, 2008 at 7:10 PM

Sat, Sep 13, 2008 at 7:28 PM

Sat, Sep 13, 2008 at 12:43 PM

To: haboutaam@gmail.com

Hicham,

More great news! Thanks.

All the best for tomorrow...

Bill Beierwaltes CEO

Colorado vNet

cell 970 215 2121 direct 970 203 3790 fax 970 203 3701

Please note we have moved, our new address is:

619 14th Street SW Loveland, Colorado 80537

email bill.beierwaltes@coloradovnet.com

web www.coloradovnet.com

----Original Message----

From: Hicham Aboutaam [mailto:haboutaam@gmail.com]

[Quoted text hidden]

Hicham Aboutaam haboutaam@gmail.com

Reply-To: haboutaam@gmail.com

To: Beirwaltes bill <bill.beierwaltes@coloradovnet.com>

Bill,

May I ask you to fax a copy of the bill of Sesostris to:

Hotel Saint Vincent 011-33-1-42610154

My room nu\$ber is 362.

You may want to cover your name but keep "USA".

Also it would be great (and more important) if we can locate any importation document from London (?) to the US.

Basically any other document that shows "when" it was in the US, other that the bill of sale would be helpful.

A client is re-visiting tomorrow afternoon to see documents that would help his decision.

Many thanks,

Hicham

Sent from my Verizon Wireless BlackBerry

----Original Message-----

From: "Bill Beierwaltes" <bill.beierwaltes@coloradovnet.com>

Date: Sat, 13 Sep 2008 17:10:11 To: haboutaam@gmail.com

Subject: RE: Biennale [Quoted text hidden]

6/13/2017 Gmail - Biennale

Bill Beierwaltes <bill.beierwaltes@coloradovnet.com>

To: haboutaam@gmail.com

Cc: Lynda Beierwaltes < Lynda@notebox.com>

Hicham.

We would be happy to fax our bill of sale to you but we are currently in California at a wedding. However, upon our return tomorrow late afternoon, we will fax the BOS as requested to your hotel.

Lynda also comments the BOS to us is the only documentation we have. She wishes we had more (we didn't even keep the freight documents).

I hope this helps a little...

Bill Beierwaltes CEO

Colorado vNet

cell 970 215 2121 direct 970 203 3790 fax 970 203 3701

Please note we have moved, our new address is:

619 14th Street SW Loveland, Colorado 80537

email bill.beierwaltes@coloradovnet.com web www.coloradovnet.com

----Original Message-----

From: Hicham Aboutaam [mailto:haboutaam@gmail.com]

Sent: Saturday, September 13, 2008 5:28 PM

To: Beirwaltes bill [Quoted text hidden]

Hicham Aboutaam haboutaam@gmail.com

Reply-To: haboutaam@gmail.com

To: Beirwaltes bill <bill.beierwaltes@coloradovnet.com>

Thanks Bill. It will help. Hope you both enjoyed the wedding!

Hicham

Sent from my Verizon Wireless BlackBerry

----Original Message----

From: "Bill Beierwaltes" < bill.beierwaltes@coloradovnet.com>

Date: Sat, 13 Sep 2008 17:34:42 To: <haboutaam@gmail.com>

Cc: 'Lynda Beierwaltes'<Lynda@Notebox.com>

Subject: RE: Biennale [Quoted text hidden]

Bill Beierwaltes < bill@notebox.com>

To: haboutaam@gmail.com

Sat, Sep 20, 2008 at 11:37 PM

Sun, Sep 14, 2008 at 4:39 PM

Sat, Sep 13, 2008 at 7:34 PM

Hicham.

6/13/2017 Gmail - Biennale

As if today, I believe two things are true:

- 1. You're still in the zone...
- 2. And, you're way behind on sleep...

So we're emailing you to offer our energetic support and best wishes – after all, you are blessed with limitless success!

All the best.

Bill and Lynda

1907 Gail Ct

Loveland, CO 80537

970-215-2121 Cell

970-667-3255 H

970-667-3380 Fax

Bill@Notebox.com

----Original Message-----

From: Hicham Aboutaam [mailto:haboutaam@gmail.com]

Sent: Thursday, September 11, 2008 4:41 PM

To: Beirwaltes bill Subject: Biennale

Hello bill,

[Quoted text hidden]

Hicham Aboutaam haboutaam@gmail.com Reply-To: haboutaam@phoenixancientart.com To: Bill Beierwaltes <bill@notebox.com>

Sun, Sep 21, 2008 at 9:03 PM

Bill,

Your energetic support was happily received! Many thanks for your wishes. You're right on both points, of course. Just give me 24 hours to prepare a proper Biennale status. Everybody in our team worked beyond their limits, and that's has lead us somewhat to our expectations...

6/13/2017 Gmail - Biennale

Best to you and Lynda,

Hicham

[Quoted text hidden]

Hicham

phoenixancientart.com

Hicham Aboutaam haboutaam@gmail.com Reply-To: haboutaam@phoenixancientart.com

Sun, Sep 21, 2008 at 9:05 PM

To: "C. M. Hedqvist" <cmh@phoenixancientart.com>, MIchael Hedqvist <hedqvist_michael@hotmail.com>

[Quoted text hidden]

Hicham

phoenixancientart.com



Déclaration pour l'entreposage de biens culturels

Selon l'article 26 de l'ordonnace sur le transfert international des biens culturels (OTBC; RS 444.11), l'entreposage de biens culturels doit être annoncé par écrit.

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1211 Genève 26	Signature et nom du déclarant:		
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¹ Etat ayant ratifié la convention de l'UNESCO de 1970 (RS 0.0.444.1)

Buste en quartzite égyptien représentant Sésostris III

Hauteur: 80 cm Largeur: 66 cm 1878-1843 avant J.C. 12 Dynastie

Tête romain en marbre représentant un jeune homme

Milieu du 3^{ème} siècle après J.C.

Hauteur: 28.6 cm

Tête Hellénistique en marbre représentant Alexandre le Grand

3ème siècle avant J.C.

Hauteur: 43.2 cm

Idole du Néolithique en marbre « idole Schinoussa »

3400-3200 avant J.C. Hauteur: 15.9 cm

Idolc égéenne stéatopyge en marbre

-5000-4500 avant J.C.

Hauteur: 12.7 cm

Statue en marbre gréco-romaine d'une Vénus acéphale

ler siècle après J.C.

Hauteur: 69 cm

Statue archalque d'un homme

Milieu du 6 siècle avant J.C.

Hauteur: 100 cm >

Hydrie grecque à figure rouge attribuée au peintre Varese

340 avant J.C.

Hauteur: 69.5 cm

Animal en argent représentant un aigle

1^{er} siècle après J.C.

Hauteur: 23.5 cm

Kylix grec en argent avec un cavalier gravé au centre

Fin du 5 me siècle avant J.C.

Diamètre: 19.3 cm

Bol en argent niellé

Fin du 3^{ème} siècle, début du 2^{ème} siècle avant J.C.

Diamètre: 15.3 cm

Tête égyptienne en grauwacke, représentant un dignitaire

Début XXVI Dynastie, Salte 650 avant J.C.

Hauteur: 15.5 cm

Figure grecque en terre cuite représentant une déesse

6 siècle avant J.C.

Hauteur: 68.2 cm

Patère en argent doré avec manche

Longueur: 30 cm Diamètre: 18 cm

Environ: 50 avant J.C. - 50 après J.C.

Phiale grecque en argent

4 true siècle avant J.C. Diamètre: 15.3 cm

Phiale grecque en argent

Seme siècle avant J.C.

Diamètre: 21.3 cm

Casque islamique en bronze avec un lion

Fin 12^{ème} siècle début 13^{ème} siècle après J.C.

Hauteur: 20 cm

Strigile grec en bronze

4 eme 3 eme siècle avant J.C.

Longuer: 25.5 cm

Collier Hellénistique en or avec une paire de boucle d'oreilles avec des grenats, des émerandes et des agates

1^{ct} siècle avant J.C.

Longueur: 26.5 cm

Groupe grec en or composé de 3 griffons, 1 lion, 4 pendentifs en forme d'amphore

5tme - 4tme siècle avant J.C.

Hauteur: 2.7 cm

Deux bracelets Hellénistique en or

2^{ème} -1^{er} siècle avant J.C.

Diamètre: 5.45 cm

Un collier et une bague grecque en or avec un greuat en

en cabochon 4^{ème} siècle avant J.C.

Longueurr: 42 cm

Deux bracelets grec en or

Fin 5 time début 4 time siècle avant J.C.

Diamètre: 8.5 cm

Médaillon byzantin avec la représentation de Ste Hélène

10^{ème} 11^{ème} siècle après J.C.

Diamètre: 3.12cm

Médaillon byzantin avec la représentation de St Simon

10^{ème} 12^{ème} siècle après J.C.

Diamètre: 3.11 cm

Médaillon byzantin avec la représentation de St Scan le Théologien

10time 12time siècle après J.C.

Diamètre : 3.08 cm

Médaillon byzantin avec la représentation de St Barthélémy 10 true 12 true siècle après J.C.

Diamètre: 3.14 cm

Médaillon byzantin avec la représentation de St Jacques 10 time 11 time siècle après J.C.

Diamètre: 3.1 cm

218Médaillon byzantin avec la représentation de St Procope 10ème 11ème siècle après J.C.

Diamètre . 3 31 cm

Bague en or en forme de serpent

1ª siècle après J.C. Diamètre: 1.7 cm

Bague grecque en or avec un portrait de Démosthène

3 cmc siècle avant J.C. Diamètre: 2.7 cm

Bague romaine en or avec un camé représentant un crabe

6 siècle avant J.C. Diamètre: 2.8 cm

Bague Hellénistique en or avec un améthyste

Environ 540-520 avant J.C.

Hauteur: 4.3 cm

Support grec en or décorée d'une scène de batailles entre Grecs et Amazones

5^{ème} siècle avant J.C. Diamètre: 12.7 cm

Bol romain en verre avec striures

Environ 1^{er} siècle après J.C.

Hauteur: 12 cm Diamètre: 20.1 cm

Bas relief égyptien du règne de Sety I, Ramsès II

1290-1200 avant J.C.

Hauteur: 49.5 cm Largueur: 68.8 cm

Animal archaïque en marbre représentant une tête de taureau

Deuxième quart du 5ème siècle avant J.C.

Hauteur: 33 cm

Buste égyptien en marbre représentant une déesse

XXVème Dynastie environ 750-650 avant J.C.

Hauteur: 26.1 cm

Torse Sumérien en albâtre avec inscription

2700-2600 avant J.C. Hauteur: 31.8 cm

Amphore à figure noire, attribué à Euphiletos signé PAMPHAIOS

6 siècle avant J.C. Hauteur: 31.5 cm

Amphore attique à figure noire

520-510 avant J.C. Hauteur: 39 cm

Amphore attique à figure noire attribué au peintre Antimenes

510 avant J.C. Hauteur: 39 cm

Amphore Grecque Archaïque en bronze

Environ 540-520 avant J.C.

Hauteur: 38.1 cm

Deux protomes Etrusque en forme de tête de lion en bronze

6tme siècle avant J.C.

Hauteur: 7.8 cm / 8.1 cm Longeur: 11.7 cm 10.8 cm

Masque Egyptien en bronze with inlays

XXIème-XXIIème Dynastie, environ 1069-715 siècle avant J.C. Hauteur: 16 cm Largeur: 13.8 cm

Deux bracelets romains décorés des palmettes et seuilles d'acanthe

4^{ème} siècle après J.C.

Diamètre: 10 cm

Bracelet en or gréco-romain en forme de serpent

ler siècle avant J.C. Diamètre: 7.2 cm

Bracelet romain en or avec des émeraudes

3^{tme} siècle après J.C. Diamètre: 6.8 cm

Broche romaine avec grande améthyste cabochon

Fin 2^{ème} – 3^{ème} siècle après J.C.

Hauteur: 2.7 cm

Buste romain en or représentant l'empereur Licinius

Environ 300-320 e siècle après J.C.

Hauteur: 7.8 cm / 8.1 cm Longueur: 11.7 cm 10.8 cm

Diadème en or décoré d'une scène mythologique

4 eme - 3 eme siècle avant J.C.

Diamètre: 16 cm

Une boucle d'oreille étrusque en or

600 avant J.C.
Diamètre: 4.3 cm

Paires de boucle d'oreilles grecque en or en forme d'amphore

5^{ème} siècle avant J.C.

Hauteur: 2.75 cm

Paires de boucle d'oreilles grecque en or

5^{ème} 4^{ème} avant J.C. Hauteur: 2.5 cm

Une boucle d'oreilles achéménide en or

5^{ème} siècle avant J.C. Diamètre: 4.6 cm

Paires de boucle d'oreilles grecque en or en forme Niké

4ème -3ème siècle avant J.C.

Hauteur 4.39 cm

Fibule romaine en or avec un camé représentant Plautilla

6tme siècle avant J.C.

Fibule: 9.3 cm X8 cm / Camée: 3.3 cm X 2.9 cm

Figure Etrusque en bronze représentant Héraclès

teme siècle avant J.C. Hauteur: 14.3 cm

Figure Hellénistique en bronze d'un satire

4ème 3ème siècle avant J.C.

Hauteur: 15.3 cm

Figure en bronze d'un enfant avec un arbre

1^{er} siècle avant J.C. – 1^{er} siècle après J.C.

Hauteur: 82.5 cm Largeur: 43 cm

Figure en bronze d'une gorgone

550-540 avant J.C.

Hauteur: 15.2 cm Longueur: 17.2 cm

Figure en bronze d'un Osiris

Epoque tardive environ 600 avant J.C.

Hauteur: 39 cm

Figure en bronze d'un pharaon

Epoque tardive environ 600 avant J.C.

Hauteur: 17.6 cm

Casque en bronze de type phrygien avec protège-joues

4^{ème} siècle avant J.C.

Hauteur: 22.6 cm Diamètre: 26.7 cm

Statue en bronze de Dionysos

2ème siècle après J.C.

Hauteur: 56 cm

Camé romain avec représentation de

Environ 37-41 après J.C.

Hauteur: 3.3 cm

Amulette grecque en or à granulation 4ème - 3ème siècle avant J.C.

Hauteur: 3.2 cm

Animal bactrien en or en forme de taureau avec

une pierre en sardoine au centre

fin 3^{kme}, début du 2^{ème} millénaire avant J.C.

Hauteur: 39 cm

Bracelet en or finissant avec des têtes de félins

3^{4me} - 2^{4me} siècle avant J.C.

Hauteur: 7.15cm

Collier Scythe en or avec un grand grenat

1" siècle avant J.C. - 1" siècle après J.C.

Longueur: 36.5 cm

Collier Phénicien avec 7 pendentifs en ambre

6 time - 5 time siècle avant J.C.

Longueur: 14.1 cm

Collier Hellénistique avec pendentif en forme de papillon

2tm siècle avant J.C.

Longueur: 28 cm

Collier Hellénistique en or avec des petites perles en rondes

3^{ème} - 1^{er} siècle avant J.C.

Longueur: 26.5 cm

Collier grec en or avec petites perles en flammèches

4ème siècle avant J.C.

Longueur: 31.8 cm

Collier grec en or composé d'une chaine et pendentif en forme de papillon

4 me - 3 me siècle avant J.C.

Diamètre du pendentif: 4.54 cm

Ornement grec en or

6ène siècle avant J.C.

Hauteur: 2.5 cm

Pendentif hellénistique tardif en or représentant Harpocrate

Environ 1^{er} siècle avant J.C.

Hauteur : 3.6 cm

Bague Hellénistique en or gravée d'une sirène

3 true - 2 true siècle avant J.C.

Diamètre: 2.2 cm

Bague romaine en or gravée une feuille d'acanthe

3 time siècle après J.C.

Diamètre: 2.5 cm

Bague grec en or gravée d'un cavaller

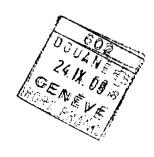
5 siècle avant J.C.

Diamètre : 3.1 cm

Bague grecque gravé d'un jeune Hercules

Fin 5the siècle avant J.C.

Diamètre: 2.16 cm



Pearlstein McCullough & Lederman LLP

1180 Avenue of the Americas = 8th Floor = New York, NY 10036 = T: 646.762.7263 = F: 866.941.7720 = wpearlstein@pmcounsel.com

January 24, 2017

Ministère de la Culture Direction Générale des Antiquités Rue du Musée Beirut, Lebanon

Attn: Mr. Sarkis El. Khoury, Director General of Antiquities

c/o Ms. Anne-Marie Afeiche

Head of a Bull Excavated at the Temple of Eshmun Notice of Ownership Dispute

Dear Mr. El. Khoury,

My law firm represents certain American collectors (the "Current Owners") who are the current owners of a certain Greek archaic marble Head of a Bull excavated at Bustan Esh-Sheikh (Temple of Eshmun) in the 1960s (the "Bull's Head"). With the agreement of the Current Owners, Thomas Campbell, Director & CEO of The Metropolitan Museum of Art (the "Museum") wrote to you on December 5, 2015 regarding the Bull's Head in hopes of resolving the matter and to discuss appropriate next steps. The Museum has provided us with your letter of January 10, 2017 to the Museum, and certain related emails between Mr. Campbell and Ms. Anne-Marie Afeiche of the Direction Générale des Antiquités (the "DG") of the Republic of Lebanon (the "Republic" or "Lebanon"). In essence, you have requested that the Museum restitute the Bull's Head to Lebanon. You have based your request on the 1970 UNESCO Convention. ¹

We have engaged legal counsel in Lebanon and considered their advice as to matters of Lebanese law.² In light of the facts as we understand them and the legal considerations stated below, we believe that the Current Owners bought the Bull's Head in good faith, without notice or knowledge of any adverse claims, and have good title to the Bull's Head.

We hereby respectfully request that the DG, on behalf of the Republic, either withdraw its request for restitution or substantiate the legal basis for the Republic's ownership claim. In particular, please describe with specificity (i) the date and circumstances of the alleged theft of the Bull's Head and its export from Lebanon and (ii) any legal action the Republic has taken either with the courts of Lebanon or any

¹ 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property (the "UNESCO Convention").

² Such counsel is experienced in matters involving Lebanon's cultural heritage laws and related claims.

international judicial or enforcement agency or authority to establish its claim to the Bull's Head and any listing or registration of the Bull's Head with any publicly-available data base, such as the Art Loss Register ("ALR").

Please be assured that we will consider your response in good faith. However, if you fail to respond in writing to us within a reasonable period of time or your response fails to persuade us that Lebanon's claim is meritorious, we intend to file suit in US federal district court for declaratory judgment to quiet title to the Bull's Head and move to enjoin the Museum from restituting the Bull's Head pending the disposition of our suit (unless the Museum voluntarily agrees not to do so).

<u>Background</u>. The Current Owners purchased the Bull's Head from a London-based dealer (the "*UK Dealer*") for a purchase price of US \$1.2 million. The Invoice from the UK Dealer to the Current Owners, dated November 27, 1996, is silent as to the provenience and provenance of the Bull's Head. The Current Owners' contemporaneous notes state that the UK Dealer informed them that the UK Dealer had acquired the Bull's Head from a dealer in Switzerland ("*Swiss Dealer*") sometime in the mid- to late-1980s. The Bull's Head was imported into the US between September 19 and October 10, 1996.³

The Current Owners subsequently consigned the Bull's Head for sale to an art dealer in the United States (the "US Dealer"). The US Dealer then sold the Bull's Head to a private collector (the "Prior Owner") who in turn loaned the Bull's Head to the Museum.

The Museum's Curator in Charge believes that the Bull's Head is the same as the marble bull's head whose photograph appears as "C17" in *The Temple of Eshmun in Sidon Architecture and Inscriptions*, Rolf A. Stucky, Ancient Art, Supplement 19, Basel 2005 (the "*Stucky Article*"). The Stucky Article publishes the findings of the excavations at the Temple of Eshmun in Sidon, Lebanon, first by the Turks from 1900 to 1903, and then by Maurice Dunand beginning in 1963. The notes to the photograph of the Bull's Head in the Stucky Article suggest that the Bull's Head was catalogued among the excavation finds by 1967 and was given inventory number E912/8-12.

The Stucky Article states that around 600 inventoried and photographed Classical Sidonian sculptures and architectural pieces were warehoused in Byblos, Lebanon by the Directorate and disappeared during the Lebanese civil war in the 1980s and 1990s. Based on the inference of theft raised by the Stucky Article, the Museum informed the Prior Owner that the Museum proposed to contact the DG about the Bull's Head. The Prior Owner so informed the US Dealer, and the Current Owners promptly repurchased the Bully's Head from the Prior Owner through the US Dealer. The Current Owners then engaged my law firm to represent them.

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³ Due to the passage of time, the Current Owners have not retained copies of the US import documentation and their customs agent is no longer in business. The Current Owners have photographs of the Bull's Head as it was being unpacked on delivery to them, which photos were developed between September 19 and October 10, 1996.

We engaged Lebanese counsel, who searched the publicly available records and court dockets for any claims previously filed by the Republic against the Bull's Head. Our Lebanese counsel has advised us that there is no central docket to search in Lebanon, nor are court dockets maintained or accessible on-line. They manually searched the publicly available dockets of the courts in Beirut and Byblos for any filed claim against the Bull's Head and found nothing. They were informally advised on the basis of verbal inquiry of two reported thefts of classical Sidonian antiquities from Byblos after 1992, which did not relate to the Bull's Head. The first occurred in 2004, in respect of which the DG filed a complaint in Byblos in 2004-5. A second theft in 2012 from a museum in Byblos was reported but our Lebanese counsel found no filed complaint.

Following discussions between us and the Museum's legal staff, in the interests of fairness and transparency, we asked the Museum to contact the DG in order to resolve the dispute.

Certain Assumptions. Based on the facts presented by the Stucky Article, we have assumed that the Bull's Head was excavated by Dunand sometime between 1963 and 1967. Upon excavation, title to the Bull's Head most likely vested in the Republic of Lebanon under Lebanon's 1933 French-Colonial antiquities law (the "1933 Law"). Our Lebanese counsel has advised us that it is not likely (though not impossible) that the Bull's Head was given to a private party (such as Dunand) under a partage agreement approved by government decree. ⁵

We have no reason to doubt our client's veracity or the accuracy of their records and statements to us. We therefore assume that the Bull's Head was exported from Lebanon, directly or indirectly, to Switzerland not later than the mid- to late-1980s. Two findings by our Lebanese counsel support this assumption. First, the DG did not establish the Byblos warehouse for artifacts from Sidon until 1992; this contradicts the Stucky Article's implication that the Bull's Head could have been stolen from the Byblos warehouse before 1992. Second, the DG's practice was to engrave and then ink a serial number into artifacts in its inventory. Both the Current Owners and the Museum's Curator in Charge have confirmed that the Bull's Head shows no evidence of any inscription or any erasure of a serial number. This suggests that the Bull's Head was exported after excavation but before the DG established the Byblos warehouse in 1992 and inscribed the objects in the Byblos warehouse.

⁴ Haut Commissariat de la République Française en Syrie et au Liban, Arrêté No. 166 LR du 7 Novembre 1933 portant règlement sur les Antiquités, Article 68. Alternatively, Lebanese counsel has advised us by that, even if the Bull's Head had been excavated by the Turks in the early 1900's (and not by Dunand in the 1960's), ownership would have passed to Lebanon upon independence in 1943.

⁵ Our Lebanese counsel was informally advised on the basis of verbal inquiry that (i) Dunand was a dual citizen of Switzerland and Lebanon, (ii) Dunand was employed, and the Eshmun excavation was sponsored, by the Republic of Lebanon and thus (iii) it is not likely that the excavation finds were subject to an approved partage agreement. The Stucky Article states that Dunand died in 1987.

The Bull's Head is large and heavy. It is too big to have been casually removed and transported from storage. We cannot eliminate the possibility that it was officially or unofficially gifted or sold by someone who had authorized access to the excavation finds before they were moved to the Byblos warehouse in 1992 or thereafter. In addition, before February 27, 1990, Lebanese law permitted authorized exports of antiquities. We cannot eliminate the possibility that the export of the Bull's Head was authorized.

Certain Legal Considerations. Based on our understanding of the facts presented to us, and on the advice of Lebanese counsel as to matters of Lebanese law, we have concluded as follows:

UNESCO Convention; Convention on Cultural Property Implementation Act. The United States is a "State Party" under the UNESCO Convention. However, the United States implemented the UNESCO Convention by enacting the Convention on Cultural Property Implementation Act ("CPIA"), which became effective on April 12, 1983.8 Lebanon became a "State Party" to the UNESCO Convention effective November 25, 1992.9 Although the DG has based its request for restitution on the UNESCO Convention, the CPIA governs Lebanon's rights with respect to any claim under the UNESCO Convention.

Under the CPIA, the Bull's Head is not subject to forfeiture, and Lebanon has no right to restitution, for two reasons:

First, under Section 308 of the CPIA, the Bull's Head could not be lawfully imported into the United States if it is (i) documented as belonging to the inventory of a museum, public monument or similar institution in any State Party and (ii) stolen from that inventory after the later of April 12, 1983 (the effective date of the CPIA) and November 25, 1992 (the date Lebanon joined the UNESCO Convention). Lebanon has

⁶ The Stucky Article gives the dimensions of the Bull's Head (in meters) as: "H. 0.325; B. 0.295; T. 0.38." Based on our visual observation of the Bull's Head on a cart at the Museum we assume that it must weigh at least 100 pounds (50 kilos). The Stucky Article states (in German) that the weight is on the inventory card.

⁷ Decision number 8 dated June 2, 1988 (Article 1) prohibited export of antiquities by private parties and suspended the right of the Directorate to grant any export authorizations to private parties. This was amended by decision number 14 dated March 8, 1988 (Articles 2 and 4), which permitted such export subject to prior authorization. Decision number 8 dated February 27, 1990 (currently in effect) prohibited all exports of antiquities and suspended any export authorizations previously granted to private parties.

⁸ https://eca.state.gov/files/bureau/97-446.pdf.

⁹ Lebanon joined UNESCO three months after it deposited its instrument of ratification on August 25,1992. http://portal.unesco.org/la/convention.asp?KO=13039&language=E&order=alpha.

no right to request forfeiture of the Bull's Head under Section 308 if, as we believe, the Bull's Head was exported from Lebanon before November 25, 1992.¹⁰

Second, under Section 312 of the CPIA, ¹¹ the Bull's Head became exempt from forfeiture under the CPIA on October 10, 2016 (the 20th anniversary of the latest date of importation into the United States), subject only to the Current Owner's ability to establish that they purchased the Bull's Head "without knowledge or reason to believe that it was imported in violation of law." The Current Owners meet this standard.

<u>Lebanon's One Year Statute of Limitations for Illegal Export has Expired</u>. If the Bull's Head was illegally exported from Lebanon, Lebanese law requires the Republic to make a legal claim for illegal export within one year after the date of export. This one-year statute of limitations for illegal export under Lebanese law appears to have expired in the mid- to late-1980s.

Lebanon's 10-Year Statute of Limitations for Theft Has Expired. Upon its excavation between 1963 and 1967, the Bull's Head became the property of Lebanon under the 1933 Law. Lebanese procedural law provides that both the Republic and any private party are subject to a 10-year statute of limitations in which to bring a claim for theft, commencing on the date of the theft (not the date of discovery). The initial 10-year statute of limitations for theft under Lebanese law thus expired on the 10th anniversary of the date of theft. Unless you demonstrate otherwise, we must assume that the initial 10-year statute of limitations expired not later than the mid- to late-1990s (based on the assumption of theft and export from Lebanon prior to its importation into Switzerland before the UK Dealer bought it from the Swiss Dealer in the mid- to late 1980's).

Lebanese procedural law further provides that the limitations period can be "reset" for additional 10 year periods by a "valid procedural act" relating to a claim or prosecution filed during the initial 10-year period and any succeeding 10-year period. ¹² Thus, in order for a claim of theft under the 1933 Law to survive, the Republic would have needed to commence a legal action by December 31, 1999, at latest, and then take a valid procedural act in furtherance of the initial claim in each of the next two 10-year periods ending successively, at latest, by December 31, 2009 and again, at latest by the end of the current decade. Unless you demonstrate otherwise, this seems highly unlikely. On the date of this letter, more than 20 years have passed since the piece was imported

¹⁰ Section 308 appears to give Lebanon the right to seek the forfeiture and restitution of the Bull's Head <u>if</u> Lebanon can prove that the Bull's Head was stolen from inventory after November 25, 1992, although Lebanon's rights to seek forfeiture under Section 308 are subject to and cut-off by the right of repose provided by Section 312 of the CPIA.

¹¹ "Section 312. <u>Certain Material And Articles Exempt From Title</u>. ...this chapter shall not apply to- (2) ...any article of cultural property imported into the [US] if such ... article- (D) ... has been within the [US] for a period of not less than [20] consecutive years and the claimant establishes that it purchased the ... article for value without knowledge or reason to believe that it was imported in violation of law."

¹² New Code of Criminal Procedure, Act No. 328, August 7, 2001, Article 10(d).

into the United States and at least 26 years have passed since it was imported into Switzerland. Unless you can establish the date of theft, demonstrate that the Republic commenced a legal action within 10 years after the date of theft, then took a valid procedural act within each succeeding 10 year period, Lebanon's right to make a claim for the Bull's Head under the 1933 Law has expired.

Please note that, in our view, under a customary "comity" analysis, a US court would be unlikely to give effect to the potentially perpetual reset provisions of the Lebanese statute of limitations, as being contrary to US law and policy.

A Restitution Claim Could be Barred by Laches. Under US law, the equitable defense of laches would bar any claim for restitution if Lebanon has unreasonably delayed the assertion of its rights and remedies with respect to the Bull's Head or failed to report the theft to the ALR for a number of years and the delay prejudiced the Current Owners. For example, we believe that, at very least, the DG should have become familiar with the Stucky Article upon its publication in 2005, cross-checked the photographs against the objects then in the DG's inventory and promptly registered any missing objects with the Art Loss Register. If the DG failed to do so, or otherwise failed to promptly report and publicize the theft of the Bull's Head, any subsequent purchasers of the Bull's Head, including the Prior Owner and the Current Owners, would have been prejudiced.

The Swiss Dealer May Have Acquired Title to the Bull's Head. Under the Swiss civil code in effect during the mid- to late-1980s, title passed by prescription to a *bona fide* purchaser five years after the date of purchase. The purchaser of an object was generally considered to be in good faith unless it had actual (not constructive or imputed) knowledge that the object was stolen. Thus, the Swiss Dealer could have acquired good title to the Bull's Head under Swiss law, and subsequent purchasers, including the UK Dealer, the Prior Owner and the Current Owners, would have taken good title. We believe that a US court would agree with that analysis.

Recent US Legal Precedent Favors the Current Owners. We call your attention to a 2012 decision in the US District Court in St. Louis, Missouri in favor of the St. Louis Art Museum ("SLAM"). The SLAM case involved a similar fact pattern. In 1998 SLAM purchased a mask of Ka Nefer Nefer in good faith from well-known art dealers on the basis of provenance later found to be false. In 1962 the mask had been recorded in inventory in a crate in an Egyptian government warehouse in Saqqara. When inventory was taken in 1973, the mask was missing. In 2006 Egypt's Supreme Council of Antiquities learned the Mask was in SLAM's collection. Under pressure from Egypt, the United States Attorney threatened to seize the mask from SLAM. SLAM responded by filing suit for declaratory judgment in US District Court. In April 2012, the District Court held for SLAM and dismissed the US Government's forfeiture complaint, holding that the US had failed to satisfy the statutory requirements for pleading theft by failing to state with specificity "how the mask was stolen and smuggled, or how it was brought into the United States contrary to law." The District Court stated that "the Government cannot simply rest on its laurels and believe that it can initiate a civil forfeiture proceeding on the

basis of one bold assertion that because something went missing from one party in 1973 and turned up with another party in 1998, it was therefore stolen and/or imported or exported illegally." In other words, the simple fact that the mask had disappeared from Egypt's inventory was, by itself, insufficient to establish that the mask was stolen; the US Government's inability to allege any specific facts as to the date or circumstances of theft or the illegality of import was fatal to its claim. The US Court of Appeals affirmed the District Court's decision, holding that the District Court did not abuse its discretion in dismissing the Government's complaint on procedural grounds. SLAM subsequently recovered \$425,000 in legal fees from the US Government.¹³

In considering our request, please bear in mind that the Bull's Head was scientifically excavated *in situ* by Dunand, whose excavation findings have been published and remain available to scholars and the public. Respecting the rights of the Current Owners, who purchased the Bull's Head in good faith and for fair value, will not entail any harm to the archeological or art historical record. This is solely a dispute over possession of the Bull's Head. If the Current Owners prevail, they may be willing to make the Bull's Head available for future study or long-term loan in furtherance of the public interest in cultural exchange and scholarship. Such a settlement might encourage other holders to come forward and make similar arrangements with the Republic. On the other hand, a defeat in US court would be well publicized, would harm Lebanon's prestige and compromise its ability to restitute other archeological works. ¹⁴

We look forward to your prompt reply.

All rights and remedies are hereby reserved, at law and in equity.

Sincerely,

/s/ William Pearlstein

Pearlstein McCullough & Lederman LLP

cc: The Metropolitan Museum of Art:

Sharon H. Cott, Esq., Senior Vice President and General Counsel Rebecca Noonan Murray, Esq., Special Counsel Georges G. Lederman, Esq.

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¹³ US v. Mask of Ka-Nefer-Nefer, No. 12-2578 (8th Cir. June 12, 2014), aff'g 11-CV-504-HEA (E.D. Mo. Mar. 31, 2012).

¹⁴ We note that frivolous claims and false and defamatory statements could hurt the value and marketability of the Bull's Head. In that case, we would have the right to claim money damages for disparagement and slander. We trust that this dispute will be resolved in responsible fashion, in accordance with the relative merits of the parties' positions.

From: "Hicham Aboutaam" <haboutaam@gmail.com>

Subject: Re: I tried your numbers

Date: November 3, 2008 at 5:35:37 PM MST

To: "Bill Beierwaltes" < bill.beierwaltes@coloradovnet.com>

Reply-To:

Bill,

I want to take this opportunity to thank and Lynda for your wishes for Gabrielle's birth. It was a marathonic week end that hasn't necessarily ended! The important thing that Dina and the baby girl are home and they're both in good health.

In the meantime I managed to update the list of 6 pieces that you sent me. You'll notice the addition of the Egyptian mask and the limestone Egyptian relief. At the same time slimmer chances for the mosaic and the Roman marble head.

- 1- Bronze horse: The latest here is that because of an an interior design delay the horse will displayed along with our Caligula in the new premises of the client anytime between Nov 15 and 30. Shortly afterward either Ali or I conclude the deal with the client in person.
- 2- Marble bull: Steinhardt still wants it but asks for more time before shipping it (due to the general financial situation)
- 3- Mosaic: Spoke to the Swedish Architect Oct 31st. They opted for a "mobile" sculpture instead, strange and unfortunate. No news from the Italian couple.
- 4- Marble Roman Head: Doesn't look promising from the Spanish interest.
- 5- Kouros: They have the dossier. All still positive till December's acquisition meeting. We'll expect questions about ownership history at some point.
- 6- Sesostris: left Geneva October 30th. Client's meeting is in the first week of November.
- 7-Egyptian limestone relief: interest by a Geneva gallery (after our October 30th reception). Update in the next few days.
- 8- Strong new interest in the Egyptian mask for a Geneva collector. Price around \$1.3M.

I hope that helps.

Thank you,

Hicham

p.s. I am working on a big surprise...

From: "Hicham Aboutaam" <haboutaam@gmail.com> Subject: update

2

Date: October 23, 2008 at 7:59:18 PM MDT

To: "Bill Beierwaltes" < bill.beierwaltes@coloradovnet.com>, "Bill Beierwaltes"

<bill@notebox.com>

Reply-To: <haboutaam@phoenixancientart.com>

Hello Bill,

This week (and the New York fair) ended without commitment. I spoke today to the Greek client who saw the kore in Paris, and he passed on showing her in New York, after I offered sending her from Paris. Michael S. asked me to delay shipping the bull's head because he said he feels "broke." The hope is with the other follow ups and the Munich Fair. Perhaps a nice thing in this period can be viewed here in the Fortune article, this week's issue (Nov 3, page 174-180) a PDF

http://money.cnn.com/2008/10/23/magazines/fortune/antiquities hira.fortune/index.htm.

We're working harder than ever and something has to happen at some point...

Thank you,

--

Hicham <u>232</u>

25. SEP. 2009 15:31 Nº6921 P. 1/2



Electrum
Exclusive Agent for Phoenix Ancient Art
47th East, 66th Street
10021 New York, NY
USA

September 24th, 2009

COMMERCIAL INVOICE

<u>US\$</u>

South Arabign bronze Altar 270'000

3rd-2nd century B.C.

H: 22.5 cm W: 42 cm L: 69.4 cm

Country of origin: Yemen

Provenance: Ex collection Joseph Ziadé, Lebanon, ca. early 1950's.

South Argblan bronze statue 175'000

3rd -1st century B.C.

H: 54 cm

Country of origin: Yemen

Provenance: Ex-German private collection, 1980's.

South Arabian Gold Ring Signet 20'000

3rd -1st century B.C.

D: 2.3 cm

Country of origin: Yemen

Provenance: London art market, acquired in 1996

South Arabian marble stela 60'000

4th-2nd century B.C. H: 104.5 cm W: 30 cm Country of origin: Yemen

Provenance: Ex-Swiss private collection, collected in the mid 1980's.

South Arabian silver plate 70'000

3rd -1st century B.C.

D: 18 cm

Country of origin: Yemen

Provenance: British private collection, early 1990's.

Published: Christie's New York, 12th December 2002, lot no. 306.



South Arabian stone vessel probably for measure

5'000

3rd -1st century B.C. H: 26 cm D: 18.5 cm

Country of origin: Yemen Provenance: Ex-Swiss private collection.

Greek bronze figure of Alexander

1'900'000

2nd 1st century B.C.

H: 49.0cm

Country of origin: Turkey, Syria

Provenance: Ex-Swiss collection, collected in the 1950's-1960's; Ex-European private collection, Genève – Paris ca. 1975

Greek Marble Votive vase

550'000

3rd century B.C.

Country of origin: Greece

Provenance: Ex collection Mireille Koutoulakis, Paris, beginning of 1960's.

Greek marble head of a bull

675'000

Second quart of the 5th century B.C.

Country of Origin: Greece

Provenance: Ex-British private collection, London; Ex American private

collection, acquired in 1996.

Hellenistic marble head of Alexander

650'000

3rd century B.C.

Country of Origin: Greece

Provenance: Ex-British private collection, London; Ex American private

collection, acquired in 1992.

TOTAL in US dollars

S 4'375'000

The total sum of US Dollars four million three hundred and seventy five thousand.

- To the best of our knowledge and belief these artifacts are authentic antiquities and date more than one hundred years.
- NB: Please, note that to the best of our knowledge, the specified country of origin is correct.

Phoenix Ancient Art S.A.



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South Arabian bronze Altar South Arabian bronze Statue South Arabian gold ring Signet South Arabian silver plate

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E.N.Y. 306/3-4 1 Crate 133x100x107 cm 235.- kg

Archaic marble animal of a bull head

Hellenistic marble head Greek marble Votive vase

E.N.Y. 306/4-4 1 Crate 100x59x60 cm 41.- kg

Hellenistic bronze figure



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N° TVA: 258 139 .

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Attn Christopher Moffatt

Geneva,

AWB

25. September 2009

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August 10, 2010

Mr. Michael Steinhardt 650 Madison Avenue New York, NY 10021

Invoice # 081010-1

Antiquities from a Private US Collection

Exhibit "A"

1. A Marble Head of a Bull

US\$ 700,000.00



H: 33 cm

Greek (Attic), second quarter of the 5th century B.C., ca. 480-460

2. An Extremely Rare and Very Large Ivory Plaque

US\$ 400

400,000.00



H: 13.3 cm, L: 18.4 cm

NEO-ASSYRIAN, 8TH CENTURY B.C.

3. A Bronze Statuette of a Striding God

US\$

145,000.00



H: 17.2 cm

SYRO HITTITE, SECOND HALF OF SECOND-EARLY 1ST MILLENIUM B.C.



4. A Large Alabaster Jar

US\$ 355,000.00



H: 91 cm

EGYPTIAN, **PREDYNASTIC** PERIOD, DYNASTY, CIRCA 2600 B.C.

		Subtotal	US\$	1,600,000.00		
		Less: Trade ins				
	Less:	A1991.19 Spool Pyxis, CA 2700-2200 BC Early Cycladic II	US\$	(145,431.00)		
	Less:	A2004.3.6ab Helmet and Shield, ca. late 8th century BC Villanovan	US\$	(155,508.34)		
	Less:	A2007.37 Antefix, ca. late 6th century BC Etruscan		(74,919.00)		
	Less:	A2007.51 Lekythos with a Figure of a Seated Woman, ca. 350-325 Apulian		(26,442.00)		
		Sales Tax 8.875% Total	US\$ US\$ US\$	1,197,699.66 106,295.84 1,303,995.50		
		Paid 4/27/10 Paid 7/1/10		(US\$ 1,200,000.00)		
				\$\$ 225,000.00)		
		Paid 7/8/10	(US\$ 100,000.00)			
		Overpayment Refund Issued 8/12/10	US\$ US\$	221,004.50 218,500.00		

Authorized by

Name

Total Refund to be Paid: A Total Sum of Two Hundred and Twenty One Thousand and Four US Dollars and 50 cents Only.

Total Refund Due

US\$

2,504.50

Petrarch-Hicham Aboutaam

4/28/10-wire in the amount of \$1,200,000.00 for the purchase of:

Marble head of a bull \$700,000.00 Extremely Rare and very large Ivory Plaque \$400,000.00 Bronze Statuette of a Striding God \$145,000.00 Large Alabaster Jar \$355,000.00

Total of \$1,600,000.00 MINUS \$402,3000.00 of trade-ins:

Spool Pyxix-ca.2700-2200 BC-\$145,431.00

Helmet & Shield – ca. late 18th C BC Villanovan-\$155,508.34

Antefix, ca. late 6th Century BC Etruscan - \$74,919.00

Lekythos w/a figure of a seated woman, ca.350-325 Apulian \$26,442.00

new total of: \$1,197,699.66 + Sales Tax of 8.875% =\$106,295.84=\$1,303,995.50 minus April payment of \$1,200,000= \$103,995.50

7/1/10-wire in the amount of \$225,000.00 applied to bill leaving credit of \$121,004.50

7/8/10-wire in the amount of \$100,000.00 this is further overpayment creating a credit due to Michael in the amount of \$221,004.50

8/13/10-RECEIVED wire from Aboutaam in the amount of \$218,500.00 for overpayment- still owe Michael \$2,504.50

11/9/10-RECEIVED check in the amount of \$2,504.50 from Petrarch-balance due Michael has been paid in full

Robin Symes Limited

3 Ormond Yard Duke of York Street St. James's London S.W. 1 Tel: 0 171 - 930 98 56/7 Fax: 0171 - 930 1077

27th November 1996

Mr and Mrs W. Beierwaltes 1907 Gail Court Loveland Colorado 80537 U.S.A

INVOICE

A RARE MARBLE BULL HEAD

GREEK, ARCHAIC, Circa 480 BC

Height: 13 ins (33 cm); Length: 14 ins (35.5 cm)

A naturalistically carved head of a bull or calf, turned to its right, the lines of its prominent brows merging into the veins running along its nose; the heavy folds of its dewlaps carved to either side; the end of the nose and top of the head broken away, a portion of the right ear preserved.

Relatively few realistic animal representations have survived from the earliest period of Greek marble sculpture. A very fragmentary individual bull and a bull between lions were preserved on the Acropolis; another single bull head was discovered at the Heraion in Samos. A limestone goat head of similar size from the same period, now in the Cleveland Museum of Art, shows a similar treatment of the eyes and sensitively-carved details of veining and skin folds. Ridgeway thought the goat was probably carved as a votive offering for a sanctuary. The bull, associated with Dionysos, could have served in this context or as part of a funerary marker for an individual as a symbol of fertility and vigour.

References: H. Schrader, 'Die Archaischen Marmorbildwerke der Akropolis', Frankfurt am Main 1939 (reprint 1969), 220, 265-6, no. 3679, fig. 229; Samos XI, no. 85; 'Handbook of the Cleveland Museum of Art', Cleveland 1978, p. 24; B.S. Ridgeway, 'The Archaic Style in Greek Sculpture', Princeton 1977, p. 162, Pl. 50.

\$1,200,000

Certified to be genuine and of the age described above.

Directdr.

From: "Bob Hochworter" <bob@notebox.com> Subject: RE: Marble Head of a Bull - ID# 186 Date: October 5, 2010 at 1:38:25 PM MDT

To: <alex@phoenixancientart.com>

Cc: "Ann \(Notebox\)" < Ann@Notebox.com>, "Bill Beierwaltes" < Bill@NoteBox.com>, "Bob \(Notebox\)" <Bob@Notebox.com>, "Hicham Aboutaam" <haboutaam@gmail.com>, "Lynda

Beierwaltes" < Lynda@NoteBox.com>

Hello Alex,

Here is the invoice for ID # 186 the Marble Head of a Bull.

Cheers, **Bob Hochworter Estate Manager** (970) 669-9692 x29 Bob@NoteBox.com

From: alex@phoenixancientart.com [mailto:alex@phoenixancientart.com]

Sent: Tuesday, October 05, 2010 1:13 PM

To: 'Bob Hochworter'

Subject: Marble Head of a Bull

Hi Bob,

Can you send me the Robin Symes invoice for this piece.



-Alex

Alexander Gherardi Electrum, Exclusive Agent for Phoenix Ancient Art 47 East 66th Street New York, NY 10065 212.288.7518 (t) 212.288.7121 (f)

www.phoenixancientart.com

www.e-Tiquities.com

Robin Symes Limited

3 Ormond Yard Duke of York Street St. James's London S.W. 1 Tel: 0171-930 9856/7 Fax: 0171-930 1077

27th November 1996

Mr and Mrs W. Beierwaltes 1907 Gail Court Loveland Colorado 80537 U S A

INVOICE

A RARE MARBLE BULL HEAD

GREEK, ARCHAIC, Circa 480 BC

Height: 13 ins (33 cm); Length: 14 ins (35.5 cm)

A naturalistically carved head of a bull or calf, turned to its right, the lines of its prominent brows merging into the veins running along its nose; the heavy folds of its dewlaps carved to either side; the end of the nose and top of the head broken away, a portion of the right ear preserved.

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References: H. Schrader, 'Die Archaischen Marmorbildwerke der Akropolis', Frankfurt am Main 1939 (reprint 1969), 220, 265-6, no. 367-9, fig. 229; Samos XI, no. 85; 'Handbook of the Cleveland Museum of Art', Cleveland 1978, p. 24; B.S. Ridgeway, 'The Archaic Style in Greek Sculpture', Princeton 1977, p. 162, Pl. 50.

\$1,200,000

Certified to be genuine and of the age described above.

Robin Symes Director.

SUBPOENA (DUCES TECUM)

FOR A WITNESS TO ATTEND THE **GRAND JURY**

In the Name of the People of the State of New York

To: William T. Beierwaltes and Lynda L. Beierwaltes

of: 1907 Gail Court, Loveland, CO 80537

YOU ARE COMMANDED to appear before the GRAND JURY of the County of New York, at the Grand Jury Room, Room 907 of the District Attorney's Office, at, 1 Hogan Place, on the 9th floor in the Borough of Manhattan, of the City of New York, on June 2, 2017, at 9:30 AM, as a witness in a criminal proceeding entitled:

Investigation into Looted Egyptian, Classical, and Western Asiatic Antiquities

and to bring with you and produce the items listed herein. In lieu of personal appearance, you may cause these items to be delivered to the undersigned prior to the return date:

ANY AND ALL UNREDACTED documents, photographs, and financial records related to the purchase, possession, and movement of the following sculpture on loan to The Metropolitan Museum of Art:

Greek archaic marble Head of a Bull

This includes, but is not limited to, all shipping information (domestic and international); all import and export documents, stamps, invoices, payments and applications; all consignment agreements, sales records, payments, and supporting documentation; all appraisal documentation, notes, and reports; all provenance research, to include requests for such information and replies thereto; and all correspondence related to these items in any medium (emails, faxes, texts, letters, recorded conversations).

IF YOU FAIL TO ATTEND AND PRODUCE SAID ITEMS, you may be adjudged guilty of a Criminal Contempt of Court, and liable to a fine of one thousand dollars and imprisonment for one year.

Note: In lieu of appearing personally with the requested documents, you may mail or deliver them to the New York County District Attorney's Office, One Hogan Place, New York, NY 10013, for the attention of Assistant District Attorney Matthew Bogdanos, Room 696.

Dated in the County of New York, May 26, 2017

CYRUS R. VANCE, JR.

District Attorney, New York County

By:

Matthew Bogdanos
Assistant District Auorne

212-335-9323

Case #: F2017-112127

ANTIQUITIES

A GREEK MARBLE BULL HEAD

Archaic Period, Circa 480 B.C.

Height: 13 inches Length: 14 inches

Provenance:

Robin Symes Ltd., London, 1996

\$150,000

FAIR MARKET VALUE

September 13, 2004

PROPERTY BELONGING TO

WILLIAM BEIERWALTES 1907 GAIL COURT LOVELAND, COLORADO 80537

Appraised by: G. Max Bernheimer

(Antiquities)

TOTAL VALUATION: \$51,550,000.00

In making this valuation we have relied on the following definition of fair market value. It is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. The method of valuation used to determine the fair market value is the market data approach.

Christie's makes no representation or warranty with respect to the lawfulness of the export of any of the Property from any country, or the import of any Property into the United States. The values reflected herein are based upon the presumption that such export and import has been lawfully accomplished, and that the Property may lawfully be offered for sale in the United States and are subject to confirmation of such facts. All provenance information contained herein has been provided to Christie's by the Owner.

As set forth in the contract governing this appraisal, Christie's makes no representation or Warranty concerning the authenticity of any property appraised herein. The values reflected within are subject to confirmation of authenticity.

PROPERTY BELONGING TO

WILLIAM BEIERWALTES 1907 GAIL COURT LOVELAND, COLORADO 80537

ANTIQUITIES

1. AN EAST GREEK MARBLE FIGURE OF A

\$9,000,000

CALF-BEARER

Circa Last Quarter of the Sixth Century B.C.

Height: 44 inches

Provenance:

Robin Symes Ltd., London, 1996

2. A GREEK MARBLE OVER-LIFESIZED FEMALE

\$600,000

HEAD

Circa 4th Century B.C.

Height: 15 1/4 inches

Provenance:

ANTIQUITIES

2

3. A GREEK MARBLE LIFESIZED FIGURE OF THE

\$1,500,000

MUSE KLIO

Hellenistic Period, Circa Late 2nd - Early 1st

Century B.C.

Height: 59 1/2 inches

Provenance:

Robin Symes Ltd., London, 1996

4. A LARGE MESOPOTAMIAN STONE ELEPHANT

\$350,000

Euphrates Basin, Circa 6th-4th Millennium B.C.

Height: 20 inches

Length: 23 1/4 inches

Provenance:

Robin Symes Ltd., London, 1995

5. AN ETRUSCAN PAINTED TERRACOTTA

\$800,000

ARCHITECTURAL PANEL

Circa 6th Century B.C. Height: 18 1/4 inches Length: 20 5/8 inches

Provenance:

ANTIQUITIES

3

A GREEK MARBLE HEAD OF A MAN

\$350,000

Hellenistic Period, Circa 320 B.C.

Height: 17 inches

Provenance:

Robin Symes Ltd., London, 1992

7. AN EGYPTIAN BLACK GRANITE TORSO OF

\$800,000

THE PHARAOH NEPHERITES I

Late Period, Dynasty XXIX, 399-393 B.C.

Height: 25 inches

Provenance:

The Merrin Gallery, New York, 1990

8. AN EGYPTIAN IVORY COSMETIC VESSEL IN

\$300,000

THE FORM OF A DUCK

New Kingdom, Late Dynasty XVIII - Early Dynasty XIX, 14th-13th Century B.C.

Usight: 2 1/9 inches

Height: 3 1/8 inches Length: 6 inches

Provenance:

The Merrin Gallery, New York, 1993

9. A SUITE OF ETRUSCAN GOLD JEWELRY

\$1,650,000

Circa 500 B.C.

Including:

ANTIQUITIES

4

A necklace, length: 22 1/2 inches

Earrings

An Armband

Provenance:

Said to be from Tarquinia

Jacqueline Kennedy Onassis and Maurice

Tempelsman, New York

Robin Symes Ltd., London, 1996

10. A SUMERIAN SERPENTINE DUCK WEIGHT

\$60,000

Circa 2nd Millennium B.C.

Length: 11 1/2 inches

Provenance:

Pluvier Collection, Brussels

Robin Symes Ltd., London, 1998

11. A GREEK OR ETRUSCAN TERRACOTTA HEAD

\$150,000

OF A YOUTH

Circa Second Half of the 4th Century B.C.

Height: 10 3/4 inches

Provenance:

ANTIQUITIES

5

12. A GREEK PARCEL GILT SILVER KYLIX AND A

\$1,250,000

GREEK SILVER PHIALE MESOMPHALOS

Circa Late 5th Century B.C. Kylix Diameter: 5 1/4 inches Phiale Diameter: 6 3/4 inches

Provenance:

Robin Symes Ltd., London, 1996

13. A GREEK MARBLE BULL HEAD

\$150,000

Archaic Period, Circa 480 B.C.

Height: 13 inches Length: 14 inches

Provenance:

Robin Symes Ltd., London, 1996

14. AN EGYPTIAN LIMESTONE STATUE OF A

\$3,000,000

NUDE MAN

Old Kingdom, Late Dynasty V-Early Dynasty VI,

2300-2200 B.C. Height: 33 5/8 inches

Provenance:

ANTIQUITIES

6

TWO GREEK BRONZE BOARS

\$120,000

Archaic Period, Circa 480 B.C.

Length: 3 1/2 inches

Provenance:

Robin Symes Ltd., London, 1996

16. AN EGYPTIAN QUARTZITE BUST OF THE

\$5,000,000

PHARAOH SESOSTRIS III

Middle Kingdom, Dynasty XII, 1878-1843 B.C.

Height: 31 1/2 inches Width: 26 inches

Provenance:

Robin Symes Ltd., London, 1996

17. A GREEK BLACK-FIGURED KYLIX

\$90,000

Attributed to the Tleson Painter, Circa 550-525

B.C.

Height: 5 3/4 inches Diameter: 8 3/8 inches

Provenance:

ANTIQUITIES

7

18. A GREEK BRONZE SPHINX

\$120,000

Archaic Period, Circa Third Quarter of the 6th

Century B.C.

Height: 2 3/4 inches

Provenance:

Robin Symes Ltd., London, 1995

A GALLO-ROMAN ENAMELED BRONZE

\$90,000

SITULA

Circa Late 1st-2nd Century A.D.

Height: 4 5/8 inches Diameter: 4 3/4 inches

Provenance:

Robin Symes Ltd., London, 1995

20. AN EGYPTIAN GILT BRONZE FACE FROM A

\$200,000

COMPOSITE STATUE

Third Intermediate Period, Dynasty XXI-XXII,

Circa 1070-712 B.C. Height: 6 1/4 inches Width: 5 3/8 inches

Provenance:

ANTIQUITIES

8

21. A LARGE EGYPTIAN ALABASTER JAR

\$350,000

Early Dynastic Period, Dynasty II, 2770-2649 B.C.

Height: 35 7/8 inches

Provenance:

Robin Symes Ltd., London, 1995

22. A BACTRIAN GOLD BULL PENDANT

\$120,000

\$2,500,000

Circa Late 3rd - Early 2nd Millennium B.C.

Height: 1 3/8 inches

Provenance:

Robin Symes Ltd., London, 1995

23. AN EGYPTIAN LIMESTONE FAMILY GROUP TOMB STATUE OF THE OVERSEER OF

CRAFTSMEN AND THE PRIEST OF PTAH,

KA-NEFER

Old Kingdom, Dynasty V-VI, 2465-2150 B.C.

Height: 14 inches

Provenance:

General Louis Andre Collection (d. 1913)

Anonymous sale; Sotheby's, London, 10-11 July

1989, lot 129

9

	ANTIQUITIES	9
24.	A GREEK MARBLE HEAD OF HERMES Hellenistic Period, Circa 2nd Century B.C. Height: 17 1/4 inches	\$2,500,000
	Provenance: Robin Symes Ltd., London, 1994	
25.	A ROMAN MARBLE PORTRAIT HEAD OF A MAN Circa Late 3rd Century A.D. Height: 11 1/4 inches	\$180,000
	Provenance: Robin Symes Ltd., London, 1994	
26.	A GROUP OF THREE MESOPOTAMIAN STONE ELEPHANTS Euphrates Basin, Circa 6th-4th Millennium B.C. Lengths: 5 1/8 inches, 4 1/4 inches and 3 inches (3)	\$20,000
	Provenance: Robin Symes Ltd., London, 1995	
27.	A GREEK MARBLE HEAD OF APHRODITE Hellenistic Period, Circa 1st Century B.C. Height: 9 5/8 inches	\$60,000

ANTIQUITIES

ANTIQUITIES

10

Provenance:

Robin Symes Ltd., London, 1995

28. AN EGYPTIAN MUD LIFESIZED HEAD OF A

\$300,000

YOUNG MAN

New Kingdom, Dynasty XVIII, Circa 1330 B.C.

Height: 7 3/8 inches

Provenance:

Robin Symes Ltd., London, 1995

A GREEK BRONZE HERMES

\$500,000

Hellenistic Period, Circa 3rd Century B.C.

Height: 10 1/2 inches

Provenance:

Robin Symes Ltd., London, 1995

30. AN ATTIC WHITE-GROUND LEKYTHOS

\$300,000

Attributed to the Triglyph Painter, Circa 420 B.C.

Height: 18 inches

Provenance:

ANTIQUITIES

11

31. A NEOLITHIC MARBLE PREGNANT IDOL

\$60,000

Balkans, Circa 6th-4th Millennium B.C.

Height: 6 3/4 inches

Provenance:

Robin Symes Ltd., London, 1995

32. A GREEK BRONZE MIRROR WITH A BONE

\$90,000

HANDLE

Circa 480-460 B.C. Height: 12 7/8 inches

Provenance:

Robin Symes Ltd., London, 1995

33. A MESOPOTAMIAN GYPSUM DOUBLE RAM

\$150,000

VESSEL

Early Dynastic III, Circa 2600-2500 B.C.

Height: 3 1/2 inches Width: 4 5/8 inches

Provenance:

Baroness Cecile de Rothschild, Paris Robin Symes Ltd., London, 1995

ANTIQUITIES

12

34. AN ETRUSCAN BRONZE HORSE

\$80,000

Circa 500 B.C. Height: 4 inches

Provenance:

Robin Symes Ltd., London, 1995

35. TWO GREEK BRONZE WINGED HORSES FROM

\$250,000

A VESSEL

Archaic Period, Circa 6th Century B.C. Lengths: 9 1/2 inches and 6 7/8 inches

(2)

Provenance:

Robin Symes Ltd., London, 1993

36. AN EGYPTIAN CRYSTALLINE LIMESTONE

\$900,000

HEAD OF A QUEEN OR GODDESS New Kingdom, Dynasty XVIII, Reign of Ay to

Reign of Horemheb, 1323-1307 B.C.

Height: 10 1/16 inches

Provenance:

Munzen und Medaillen, Basel, Werke Aegyptischer Kunst von der Fruhzeit bis zur Spatantike, 16 June 1981, no. 27

Important Antiquities from the Norbert Schimmel Collection; Sotheby's, New York, 16 December 1992, lot 88

ANTIQUITIES

13

Robin Symes Ltd., London, 1992

Literature:

Uvo Holscher, "The Temples of the Eighteenth Dynasty," The Excavation of Medinet Habu, vol. II (The University of Chicago Oriental Institute Publications, vol. XLI), Chicago, 1939, p. 106, pl. 50, c.

37. A WEST GREEK TERRACOTTA ACROLITHIC

\$250,000

BUST OF A KORE

Circa 6th Century B.C. Height: 15 1/2 inches

Provenance:

Robin Symes Ltd., London, 1996

38. A GREEK BRONZE WINGED GORGON

\$700,000

Archaic Period, Circa 550-540 B.C.

Height: 6 inches

Provenance:

Robin Symes Ltd., London, 1996

39. A GREEK BRONZE GRIFFIN PROTOME

\$120,000

Archaic Period, Circa Late 7th Century B.C.

Height: 8 1/4 inches

Provenance:

ANTIQUITIES

14

Said to be from Olympia Charles Gillet, Lausanne, Switzerland Robin Symes Ltd., London, 1996

40. A GREEK BRONZE ATTACKING LION

\$90,000

Circa 480 B.C. Length: 3 1/8 inches

Provenance:

Robin Symes Ltd., London, 1996

41. A CAMPANIAN BLACK-FIGURED DINOS

\$250,000

Circa 530 B.C. Height: 8 1/4 inches

Provenance:

Robin Symes Ltd., London, 1996

42. A ROMAN BRONZE LIFESIZED PORTRAIT
HEAD OF THE EMPEROR ANTONINUS PIUS
138-161 A.D.

\$2,500,000

Provenance:

Swiss Private Collection, Geneva, 1965-1978 British Rail Pension Fund, 1978-1996 Robin Symes Ltd., London, 1996

Exhibited:

ANTIQUITIES

15

Royal Scottish Museum, Edinburgh Detroit Institute of Arts

43. A SUMERIAN INSCRIBED ALABASTER

\$300,000

FIGURE

Early Dynastic, Circa 2700-2600 B.C.

Height: 12 1/2 inches

Provenance:

Charles Gillet, Lausanne, Switzerland Robin Symes Ltd., London, 1996

44. A GREEK TERRACOTTA ENTHRONED

\$120,000

GODDESS

Magna Graecia, Circa Second Half of the 6th

Century B.C.

Height: 20 7/8 inches

Provenance:

Robin Symes Ltd., London, 1999

45. A GREEK TERRACOTTA LARGE STANDING

\$120,000

FIGURE

Magna Graecia, Circa 6th Century B.C.

Height: 26 3/4 inches

Provenance:

ANTIQUITIES

16

46. TWO GREEK TERRACOTTA PROTOMES -

\$50,000

FEMALE HEADS

Magna Graecia, Circa 6th Century B.C.

Height: 7 inches

(2)

Provenance:

Robin Symes Ltd., London, 1999

47. A GREEK BRONZE EQUESTRIAN FIGURE (THE

\$900,000

GILLET RIDER)

Archaic Period, Circa 520 B.C.

Height: 11 3/4 inches

Provenance:

Charles Gillet, Lausanne, Switzerland Robin Symes Ltd., London, 1998

48. A CYCLADIC MARBLE FEMALE FIGURE (THE

\$1,500,000

SCHUSTER IDOL)

Early Cycladic II, Keros-Syros Culture, Circa 2400 B.C.

Attributed to the Schuster Master (name piece)

Height: 11 3/8 inches

Provenance:

M. Schuster, Lausanne, Switzerland

New York Private Collecction

ANTIQUITIES

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Robin Symes Ltd., London, 1997

Exhibited:

Virginia Museum of Fine Arts, Richmond, Virginia; Kimbell Art Museum, Fort Worth, Texas; The Fine Arts Museum of San Francisco, California Palace of the Legion of Honor, San Francisco, California; 10 November 1987 - 25 September 1988

Literature:

I. Raez, Antikes Erbe: Meisterwerke aus Schweizer Sammlungen, Zurich, 1965, no. 3.

P. Getz-Preziosi, "Addenda to the Cycladic Exhibition in Karlsruhe," Archaeologische Anzeiger, Berlin, 1978, pp. 5-7, fig. 8.

P. Getz-Preziosi, Early Cycladic Art in North American Collections, Virginia Museum of Fine Arts, Richmond, VA, 1987, no. 58.

P. Getz-Preziosi, Sculptors of the Cyclades: Individual and Tradition in the Third Millennium B.C., Ann Arbor, 1987, pls. 40-41, p. 162, no. 2.

49. A CYCLADIC MARBLE SPOUTED BOWL WITH LUG HANDLE

\$250,000

Early Cycladic II, Keros-Syros Culture, 2700-2200 B.C.

Diameter: 7 7/8 inches

Provenance:

Marie Laforet, S.A., Geneva, 1980

ANTIQUITIES

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Private American Collection Robin Symes Ltd., London, 1997

Exhibited:

Virginia Museum of Fine Arts, Richmond, Virginia; Kimbell Art Museum, Fort Worth, Texas; The Fine Arts Museums of San Francisco, California Palace of the Legion of Honor, San Francisco, California; 10 November 1987 - 25 September 1988

Literature:

Exposition Marie Laforet, S.A., 12 June 1980, no. 105.

P. Getz-Preziosi, Early Cycladic Art in the North American Collections, Virginia Museum of Fine Arts, Richmond, 1987, p. 307, no. 129.
P. Getz-Gentle, Stone Age Vessels of the Cyclades in the Early Bronze Age, Pennsylvania State University, 1996, pls. 59d and 61, pl. 274, fig. 25.

50. A CYCLADIC MARBLE SPOOL PYXIS

\$70,000

Early Cycladic II, Keros-Syros Culture, Circa 2700-2200 B.C.

Diameter: 5 3/8 inches

Provenance:

ANTIQUITIES

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51. A CYCLADIC MARBLE FEMALE FIGURE,

\$500,000

PREGNANT

Early Cycladic II, Early Spedos Variety, Circa 2600-2500 B.C.

Height: 7 5/8 inches

Provenance:

Private Collection, Geneva American Private Collection Robin Symes Ltd., London, 1997

Exhibited:

Virginia Museum of Fine Arts, Richmond, Virginia; Kimbell Art Museum, Fort Worth, Texas; The Fine Arts Museums of San Francisco, California Palace of the Legion of Honor, San Francisco, California; 10 November 1987 - 25 September 1988

Literature:

P. Getz-Preziosi, Early Cycladic Art in North American Collections, Virginia Museum of Fine Arts, Richmond, 1987, p. 194, no. 47.

52. A GREEK LATE NEOLITHIC MARBLE FEMALE

\$250,000

FIGURE

Circa 3400-3200 B.C. Height: 6 1/4 inches

Provenance:

London Private Collection

ANTIQUITIES

20

Robin Symes Ltd., London, 1997

Literature:

J. Thimme, Art and Culture of the Cyclades, Karlsruhe, 1976, catalogue no. 19, pp. 217, 416-417.

53. A CYCLADIC MARBLE VIOLIN IDOL

\$30,000

Early Cycladic I, Circa 3000-2800 B.C.

Height: 9 inches

Provenance:

Private Collection, Paris

Robin Symes Ltd., London, 1997

A CYCLADIC BOWL

\$50,000

Early Cycladic II, Keros-Syros Culture, Circa

2700-2200 B.C.

Diameter: 11 1/4 inches

Provenance:

J. Best, Kentucky

Robin Symes Ltd., London, 1997

Exhibited:

ANTIQUITIES

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Virginia Museum of Fine Arts, Richmond, Virginia; Kimbell Art Museum, Fort Worth, Texas; The Fine Arts Museums of San Francisco, California Palace of the Legion of Honor, San Francisco, California; 10 November 1987 - 25 September 1988

Literature:

R. Symes, Ancient Art, June 1971, no. 20. P. Getz-Preziosi, Early Cycladic Art in North American Collections, Virginia Museum of Fine Arts, Richmond, 1987, p. 305, no. 127.

55. A CYCLADIC GRAY MARBLE LUGGED BOWL

\$80,000

Early Cycladic I, Circa 3000-2800 B.C.

Diameter: 10 1/4 inches

Provenance:

Galerie G. Maspero, Paris Robin Symes Ltd., London, 1997

Literature:

J. Thimme, Art and Culture of the Cyclades , Karlsruhe, 1977, pp. 317 and 506-507, no. 291.

56. A ROMAN MARBLE AND GLASS MOSAIC FLOOR PANEL

\$600,000

Circa 2nd Century A.D.

Width: 128 1/2 inches

ANTIQUITIES

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\$800,000

Length: 98 1/2 inches

Provenance:

Robin Symes Ltd., London, 1995

57. TWO ROMAN MARBLE VERDE ANTICO COLUMNS WITH MARBLE CAPITALS AND

BASES

Circa 2nd Century A.D. Height: 169 inches (each)

(2)

Provenance:
Said to be from Hadrian's Villa at Tivoli
E.P. Warren
Harry Asa Thomas
Robin Symes Ltd., London, 1996

September 13, 2004

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ANTIQUITIES

FIGURAL VASES COLLECTION

58. A GREEK POTTERY VESSEL IN THE FORM OF \$70,000

AN ACTOR

Hellenistic Period, Circa Late 4th - Early 3rd

Century B.C.

Height: 4 5/8 inches

Provenance:

Robin Symes Ltd., London, 1998

59. A PROTO-CORINTHIAN POTTERY OWL \$60,000

VESSEL

Circa 650-625 B.C.

Height: 2 inches

Length: 2 1/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

60. AN IONIAN POTTERY RAM HEAD VESSEL \$60,000

Circa 6th Century B.C.

Height: 2 1/2 inches Length: 3 1/2 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

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FIGURAL VASES COLLECTION 61. A CORINTHIAN OR EAST GREEK POTTERY \$120,000 VESSEL IN THE FORM OF A SEA SERPENT WITH A HUMAN TORSO Circa 6th Century B.C. With two inscriptions, one incised Height: 4 1/2 inches Length: 6 1/4 inches Width: 1 3/4 inches Provenance: Robin Symes Ltd., London, 1998 \$30,000 A GREEK POTTERY FLASK IN THE FORM OF 62. AN ALMOND Circa 4th Century B.C. Height: 5 3/4 inches Width: 2 3/4 inches Provenance: Robin Symes Ltd., London, 1998 A CAMPANIAN POTTERY MOUSE VESSEL \$30,000 63. Circa 4th Century B.C. Height: 2 1/4 inches Length: 4 3/4 inches Provenance:

ANTIQUITIES

ANTIQUITIES

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FIGURAL VASES COLLECTION

64. AN ATTIC POTTERY HEAD FLASK IN THE

\$120,000

FORM OF AN AFRICAN

Circa 500-490 B.C. Height: 4 inches Width: 2 3/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

65. AN APULIAN RED-FIGURED GUTTUS WITH A

\$20,000

LION SPOUT

Circa 4th Century B.C.

A satyr and maenad on the other side

Height: 3 inches

Provenance:

Robin Symes Ltd., London, 1998

66. A BOEOTIAN TERRACOTTA GROUP OF A

\$30,000

MOTHER FEEDING HER CHILD

Circa 510-470 B.C. Height: 4 inches

Provenance:

ANTIQUITIES

26

FIGURAL VASES COLLECTION

67. A RHODIAN FAIENCE VESSEL WITH A

\$50,000

FIGURE ON A THRONE

Circa Late 7th Century B.C.

Height: 3 inches

Provenance:

Robin Symes Ltd., London, 1998

68. A CORINTHIAN POTTERY HORSE HEAD

\$30,000

VESSEL

Circa 5th Century B.C. Height: 3 5/8 inches

Provenance:

George Ortiz Collection, Geneva Robin Symes Ltd., London, 1998

69. A PROTO-CORINTHIAN POTTERY DUCK

\$60,000

VESSEL

Circa 650-625 B.C. Height: 2 inches

Length: 2 3/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

ANTIQUITIES

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FIGURAL VASES COLLECTION

70. A CORINTHIAN POTTERY BOAR VESSEL

\$50,000

Circa 6th Century B.C. Height: 2 1/4 inches Length: 4 1/4 inches

Provenance:

Robin Symes Ltd., London, 1998

71. A CORINTHIAN OR EAST GREEK POTTERY

\$20,000

LION VESSEL

Circa 6th Century B.C. Height: 2 1/2 inches Length: 2 7/8 inches

Provenance:

Robin Symes Ltd., London, 1998

72. A MYCENAEAN TERRACOTTA FIGURE

\$8,000

RIDING A BULL Circa 1300-1200 B.C. Height: 4 1/8 inches Length: 4 1/2 inches

Provenance:

ANTIQUITIES

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FIGURAL VASES COLLECTION

73. AN APULIAN RED-FIGURED MONKEY HEAD

\$90,000

VASE

Circa 4th Century B.C.

Height: 6 inches

Provenance:

Robin Symes Ltd., London, 1998

74. A SICILIAN POTTERY BOAR VESSEL

\$70,000

Circa Early 4th Century B.C.

Height: 4 1/4 inches Length: 8 1/4 inches

Provenance:

Robin Symes Ltd., London, 1998

75. A CORINTHIAN OR EAST GREEK POTTERY

\$20,000

RAM VESSEL

Circa 6th Century B.C. Height: 2 1/8 inches Length: 3 1/8 inches

Provenance:

ANTIQUITIES

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FIGURAL VASES COLLECTION

76. AN ATTIC POTTERY HEAD VASE

\$20,000

Circa 500-490 B.C. Height: 7 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

77. A CORINTHIAN POTTERY DOUBLE VESSEL IN

\$35,000

THE FORM OF A MONKEY HOLDING A

BABY

Circa 6th Century B.C.

Height: 3 inches Width: 2 1/4 inches

Provenance:

Robin Symes Ltd., London, 1998

78. A CORINTHIAN POTTERY RECLINING LION

\$50,000

VESSEL

Circa 600-580 B.C. Height: 2 3/4 inches Length: 3 1/4 inches

Provenance:

ANTIQUITIES

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FIGURAL VASES COLLECTION

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

79. A CORINTHIAN POTTERY PHALLUS VESSEL

\$50,000

Circa 6th Century B.C.

Height: 3 inches Width: 2 1/2 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

80. A CORINTHIAN POTTERY BULL HEAD

\$60,000

VESSEL

Circa 580 B.C.

Height: 2 1/4 inches Length: 2 3/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

ANTIQUITIES

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FIGURAL VASES COLLECTION

81. AN APULIAN TERRACOTTA RHYTON MATRIX

\$30,000

IN THE FORM OF A BOAR HEAD

Circa 4th Century B.C. Height: 3 5/8 inches Length: 6 1/8 inches

Provenance:

Robin Symes Ltd., London, 1998

82. A CORINTHIAN POTTERY VESSEL IN THE

\$70,000

FORM OF A KOMAST

Circa 600 B.C. Height: 3 3/4 inches

Provenance:

Langlotz Collection

Robin Symes Ltd., London, 1998

83. AN ITALO-CORINTHIAN POTTERY DUCK

\$35,000

VESSEL

Circa 6th Century B.C. Height: 3 1/2 inches Length: 4 1/4 inches

Provenance:

Clarence Day Collection

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FIGURAL VASES COLLECTION 84. AN APULIAN RED-FIGURED HEAD VASE IN \$150,000 THE FORM OF AN AFRICAN Circa 4th Century B.C. Height: 7 1/2 inches Provenance: Robin Symes Ltd., London, 1998 85. A GREEK POTTERY GUTTUS IN THE FORM OF \$20,000 A SANDALLED RIGHT FOOT WITH A LION **HEAD SPOUT** Circa 5th-4th Century B.C. Height: 3 inches Length: 3 1/2 inches Provenance: George Ortiz Collection, Geneva Robin Symes Ltd., London, 1998 \$70,000 AN APULIAN BLACK GLAZED RECLINING 86. LION VESSEL Circa 4th Century B.C. Height: 3 1/4 inches Length: 7 inches Provenance:

ANTIQUITIES

ANTIQUITIES

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FIGURAL VASES COLLECTION

87. AN EAST GREEK OR IONIAN POTTERY

\$60,000

PHALLUS VESSEL

Circa 550 B.C.

Height: 4 1/2 inches

Provenance:

Robin Symes Ltd., London, 1998

88. A SICILIAN POTTERY RECLINING DOE

\$35,000

VESSEL

Circa 430-400 B.C. Height: 5 inches

Length: 5 1/2 inches

Provenance:

Robin Symes Ltd., London, 1998

89. A CAMPANIAN POTTERY GUTTUS IN THE

\$50,000

FORM OF A SANDALLED RIGHT FOOT

Circa 4th-3rd Century B.C.

Height: 3 1/8 inches Length: 4 3/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

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FIGURAL VASES COLLECTION 90. A CAMPANIAN TEANO WARE DOVE VESSEL \$12,000 Circa 330-300 B.C. Height: 4 1/2 inches Width: 2 1/2 inches Provenance: Robin Symes Ltd., London, 1998 91. A CORINTHIAN OR EAST GREEK POTTERY \$20,000 RAM VESSEL Circa 6th Century B.C. Height: 2 1/8 inches Length: 3 1/8 inches Provenance: Robin Symes Ltd., London, 1998 92. AN ATTIC POTTERY DOUBLE HEAD FLASK IN \$70,000 THE FORM OF AN AFRICAN Circa 480-470 B.C. Height: 25/16 inches Provenance:

ANTIQUITIES

Ernest Brummer Collection, acquired 1926

Koller, Zurich, 1979, no. 691 Robin Symes Ltd., London, 1998

The Ernest Brummer Collection, vol. II, Galerie

ANTIQUITIES

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FIGURAL VASES COLLECTION

93. A GREEK POTTERY DOUBLE HEAD VASE

\$90,000

WITH AN INSCRIPTION Circa 6th-5th Century B.C.

Height: 7 5/8 inches

Provenance:

Robin Symes Ltd., London, 1998

94. AN IONIAN POTTERY SIREN VESSEL

\$30,000

Circa 550-525 B.C. Height: 4 inches Length: 4 1/2 inches

Provenance:

Robin Symes Ltd., London, 1998

95. A FALISCAN POTTERY DUCK VESSEL

\$35,000

Circa Second Quarter of the 4th Century B.C.

Height: 4 inches Length: 5 1/4 inches

96. AN ETRUSCAN POTTERY HARE VESSEL

\$80,000

Circa 525-500 B.C. Length: 9 1/8 inches

Provenance:

ANTIQUITIES

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FIGURAL VASES COLLECTION

Dr. Elie Borowski
Japanese Corporate Collection
Ancient Greek Vases formerly in the Private
Collection of Dr. Elie Borowski; Christie's, New
York, 12 June 2000, lot 143
Robin Symes Ltd., London, 1998

97. A RHODIAN POTTERY SEATED MONKEY

\$70,000

VESSEL

Circa 580-550 B.C. Height: 5 1/4 inches

Provenance:

Robin Symes Ltd., London, 1998

Exhibited:

Musee d'Art et d'Histoire, Geneva, 1978-1981

98. AN APULIAN MONKEY HEAD GUTTUS

\$70,000

Circa 4th Century B.C. Height: 3 5/16 inches

Provenance:

ANTIQUITIES

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FIGURAL VASES COLLECTION

99. A GREEK POTTERY VESSEL IN THE FORM OF

\$80,000

AN AFRICAN SLEEPING AGAINST A WINE

AMPHORA

Hellenistic Period, Circa 2nd Century B.C.

Height: 2 1/2 inches Length: 4 inches

Provenance:

John Elliot Collection, New York Robin Symes Ltd., London, 1998

Exhibited:

Princeton University Art Museum, 1991

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IVORY COLLECTION 100. A PHOENICIAN IVORY BULL \$150,000 Circa 700 B.C. Height: 1 1/4 inches Length: 2 1/2 inches 101. A SYRIAN OR EGYPTIAN IVORY \$300,000 HATHOR-HEAD SPOON OR STOPPER Circa 12th Century B.C. Height: 4 1/4 inches Width: 1 1/2 inches 102. A PHOENICIAN IVORY OPENWORK PLAQUE \$350,000 WITH A STAG Circa 9th Century B.C. Height: 2 1/4 inches Length: 4 3/4 inches A NORTH SYRIAN OR SYRO-HITTITE IVORY \$250,000 103. FEMALE HEAD Circa Late 3rd - Early 2nd Millenium B.C. Height: 1 7/8 inches Width: 1 3/8 inches

ANTIQUITIES

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IVORY COLLECTION 104. A PHOENICIAN IVORY PLAQUE WITH A MALE \$600,000 SPHINX Circa 9th - 8th Century B.C. Height: 6 1/4 inches Width: 3 1/2 inches A PHOENICIAN IVORY PLAQUE WITH A 105. \$800,000 ROYAL FIGURE Circa 9th - 8th Century B.C. Height: 6 inches Width: 2 3/4 inches A MYCENAEAN IVORY PYXIS WITH A BULL \$250,000 106. FRIEZE Circa 13th - 12th Century B.C. Height: 3 5/8 inches Diameter: 2 5/8 inches \$60,000 107. A SYRIAN IVORY LION-HEAD ATTACHMENT Circa 9th - 8th Century B.C. Width: 1 1/4 inches Length: 2 inches

ANTIQUITIES

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ANTIQUITIES IVORY COLLECTION \$600,000 108. AN EGYPTIAN IVORY DUCK DISH New Kingdom, Dynasty XVIII, Circa 14th Century B.C. Length: 5 1/4 inches Width: 2 1/2 inches 109. A SYRIAN IVORY DOUBLE-LION DAGGER \$300,000 HILT Circa 9th - 8th Century B.C. Height: 1 3/8 inches Length: 4 1/4 inches 110. A NEO-ASSYRIAN IVORY PLAQUE \$500,000 Circa 8th Century B.C. Height: 5 1/4 inches Length: 7 1/4 inches THREE PHOENICIAN IVORY PIECES \$120,000 111. Circa 8th Century B.C. Including two openwork pyxis facings and a spoon Spoon Length: 1 7/8 inches

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IVORY COLLECTION 112. A PHOENICIAN IVORY OPENWORK DOUBLE \$1,200,000 WINGED GRIFFIN PLAQUE Circa 9th - 8th Century B.C. Height: 4 1/8 inches Width: 4 1/4 inches 113. A PHOENICIAN IVORY OPENWORK PLAQUE \$150,000 WITH A BULL Circa 9th Century B.C. Height: 2 1/4 inches Length: 4 1/4 inches 114. A PHOENICIAN IVORY PLAQUE WITH A \$150,000 SUCKLING CALF Circa 9th Century B.C. Height; 1 7/8 inches Length: 4 1/8 inches 115. A SYRIAN IVORY LION AND BULL SPOON \$70,000 Circa 9th - 8th Century B.C. Height: 1 7/8 inches Width: 1 1/4 inches

ANTIQUITIES