

INTERNAL USE ONLY:

BIDDER #

G.B. ESPY



Julien's AUCTIONS

A SOUTHERN GENTLEMAN'S COLLECTION

THE PERSONAL PROPERTY OF GOODMAN BASIL ESPY III, M.D.

BIDDER REGISTRATION FORM

Julien's Auctions invites you to complete and submit this Bidder Registration Form. You acknowledge your proposed registration to bid in the above-identified Auction is subject to verification of the information that you provide, and approval of your registration is at the sole and complete discretion of Julien's Auctions. We will provide you with written confirmation if and when your application is approved.

This auction sale will be conducted in accordance with Julien's Auctions' Auction Terms and Conditions ("Terms and Conditions") in the form set out in our auction catalogue, which are incorporated herein by reference. You should read the Auction Terms and Conditions which describe the charges payable by you on the purchases you make and other terms relating to bidding and buying at the auction, which you accept by signing this form. You should ask us any questions you have about the Terms and Conditions before signing this Bidder Registration Form.

PLEASE CHECK ONE OF THE FOLLOWING:

- I will be attending the live auction
I will be placing absentee bids
I will be phone bidding

Name: Company:

Email:

Address:

City: State/Provence:

ZIP/Postal Code: Country:

Day Phone: Cell Phone: Fax:

Check here if different billing address

Absentee Bid(s) Phone Bid(s)

Absentee Bidders: Please state your MAXIMUM bid in United States Dollars (USD\$) for each Lot (excluding Buyer's Premium, Online Fee, taxes, shipping fees or other charges):

Table with 4 columns: Lot #, Bid, Lot #, Bid, Lot #, Bid, Lot #, Bid

Bidder Registration Form continued



Billing Address (if different than previous page):

Name: _____

Address: _____

City: _____ State/Province: _____

ZIP/Postal Code: _____ Country: _____

Type of Credit Card:

Visa MasterCard American Express

Card Number: _____

Expiration Date: _____ Security Code: _____

Upon credit card verification, if you are approved for registration as a Bidder, you hereby authorize Julien's Auctions to charge the above listed card for any purchases you make at Auction pursuant to the Auction Terms and Conditions.

Signature: _____ Date: _____

Shipping: Please review the shipping terms for your items. Shipping is not included in the Hammer Price of your auction items, and winning Bidders are responsible for all shipping costs. Please allow 2-12 weeks for the delivery of your Lot(s) to you; delivery time is dependent upon the size of the Auction, the destination address of the Lot, and the method of transportation to deliver the Lot. Julien's Auctions and Shippers are not responsible for returned or undeliverable shipments.

Buyer's Premium: I hereby request approval for registration to bid in this auction sale with Julien's Auctions ("the Auctioneer"). I acknowledge that I have read, understood and agreed to the Auction Terms and Conditions applicable to the Auction for which I now register and request the Auctioneer to approve such registration as an authorized participant as a Floor Bidder (Bidder at live event), Absentee Bidder (Bidder by phone or proxy) or Online Bidder. A Buyer's Premium will be added to the successful bid price and is payable by the Purchaser as part of the Total Purchase Price. Successful online bids are subject to the Buyer's Premium, plus an additional service fee of three percent (3%) of the Hammer Price, payable by the Purchaser as part of the Total Purchase Price. I acknowledge and agree that Buyer's Premium will be added to the Hammer Price on each individual lot as follows:

Lots with a Hammer Price of up to \$100.00: twenty-five United States Dollars and zero cents (\$25.00).

Lots with a Hammer Price of \$100.01 up to and including \$200,000.00: twenty-five percent (25%).

Lots with a Hammer Price of \$200,000.01 and above: twenty-five percent (25%) will be added to the Hammer Price up to \$200,000.00, and an additional Buyer's Premium of twenty percent (20%) will be added to any amount above \$200,000.00.

I further acknowledge that I am responsible to pay Julien's Auctions the aggregate of the Hammer Price and the Buyer's Premium for such lot(s), as well as additional applicable fees as stated in the Auction Terms and Conditions. All invoices must be paid within 10 calendar days after the close of the auction. I authorize Julien's Auctions to charge my credit card listed on this form for all items purchased (including shipping) at this auction, and any future Julien's Auctions I may participate in, if not otherwise paid in full within 10 calendar days after the close of the auction.

Representations, Warranties And Acknowledgements: I, the undersigned, represent and warrant to Julien's Auctions that (i) the information I have provided on this Bidder Registration Form is truthful, complete and accurate; (ii) I have full power and authority to execute and deliver this Bidder Registration Form; (iii) this Bidder Registration Form is a legally valid and binding obligation; and (iv) the execution, delivery and/or performance of this Bidder Registration Form and the Auction Terms & Conditions does not conflict with any agreement, understanding or document to which the proposed registered bidder is a party. I acknowledge receiving a copy of the Auction Terms and Conditions attached hereto, and agree to comply with all provisions therein. I understand that each and every Bid that I place in the Auction creates a binding obligation to purchase the Lots for which I am the Winning Bidder, and that all purchases are subject to additional fees as detailed in the Auction Terms and Conditions.

Signature: _____ Date: _____

Print Name: _____

Company (if applicable): _____ Title: _____

Please return completed forms via fax at (310) 388-0207 or e-mail to Bidding@JuliensAuctions.com

Forms must be received by 12:00 pm (noon) Pacific Time on the day prior to the auction day in order for your registration information to be timely reviewed and verified.

MAIL ONLY: Julien's Auctions | 8630 Hayden Place | Culver City, CA 90232
phone: (310) 836-1818 | fax: (310) 388-0207 | email: info@juliensauctions.com

Auction Terms and Conditions

Julien Entertainment.com, Inc., a California corporation d/b/a Julien's Auctions ("Julien's Auctions", "Company", "we", "our", or "us") hereby provides the following terms ("Auction Terms and Conditions") to apply to sales by Bids conducted by Julien's Auctions (each an "Auction" and collectively, the "Auctions"). By completing a Bidder Registration Form, you agree that you have read, understood and agree to be bound by these Auction Terms and Conditions.

Any future reproduction or commercial use of the photographs consigned by Si Litvinoff in this auction, must credit "Si Litvinoff- Executive Producer of 'The Man Who Fell to Earth' as the photographer.

PLEASE READ THESE AUCTION TERMS AND CONDITIONS CAREFULLY. THESE AUCTION TERMS AND CONDITIONS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THE AUCTION TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

1. AUCTIONS.

Each Auction conducted is of a designated set of items (each a "Lot") on a designated date. Lots are provided by the party that wishes us to sell property on their behalf (each such party a "Consignor"). We will provide the pertinent information for each Auction, including: date, start time of auction, each Lot to be sold, and location. Auctions may be conducted live in-person, online via <http://www.julienlive.com> (the "Service"), or both. All Auctions conducted by Julien's Auctions, and these Auction Terms and Conditions, are governed by the laws of the State of California. Julien's Auctions maintains a bond on file with the California Secretary of State as required by California Civil Code §1812.600.

2. REGISTRATION.

In order to participate in an Auction, registration is required for all persons wishing to Bid ("Bidders"). Any person registering to Bid by phone, absentee, or in person will complete a Bidder Registration Form. Online Bidders will submit a completed electronic form through the Service, where they may also establish an online account ("Member Account"). Each Auction requires a separate registration; Bidders with a Member Account may register for Auctions via their account.

(a) **Information Required.** To register, Bidders are required to submit their name, physical address, telephone number, email address, and credit card information. You hereby represent that all information you submit in connection with registration is truthful and accurate. By submitting your information, you consent to have your personal information processed by Julien's Auctions in the United States. Julien's Auctions has implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat

those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(b) **First Time Bidders.** For verification purposes, Bidders who have not participated in an Auction are required to submit a copy of their (A) official government-issued identification (driver's license / passport / state identification card), and (B) credit card. Copies of such documents may be submitted in person, via facsimile to 310-388-0207 or via email to bidning@julienauctions.com. Failure to do so may inhibit your ability to register.

(c) **Credit Card Authorization.** We (and/or our third-party payment processor) may verify credit card information in order to register. To verify your card, we will charge \$1.00 to it. After the card is verified, we will immediately refund the card. Your card issuer will credit your card balance within thirty (30) days from the date of the refund. In the event you add or replace a credit card, we may also verify such new or replacement credit card.

(d) **Minors.** Bids will not be accepted from those persons under eighteen (18) years of age (i) without written consent of said person's parent or legal guardian, or (ii) unless such person is an emancipated minor. Written consent must acknowledge the terms and conditions of sale. This written consent constitutes an agreement to be bound thereby on behalf of the Bidder. If you are under 18 years of age you may participate in Auctions only if you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Auction Terms and Conditions, and to abide by and comply with these Auction Terms and Conditions.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO THE REGISTRATION OF YOUR CHILD, YOU AGREE TO BE BOUND BY THIS AGREEMENT WITH RESPECT TO, THROUGH, AND IN CONNECTION WITH SUCH REGISTRATION AND AUCTION PARTICIPATION.

(e) **Online Member Accounts.** Bidder can elect to set up a Member Account on the Service in accordance with the policies set forth on the Service. Bidder acknowledges and agrees that all Bids placed under a Member Account are considered to be placed by the Member or with Member's authorization.

(f) **Approval of Registration.** Julien's Auctions, in its sole and absolute discretion, reserves the right to approve or reject Bidders for its Auctions at any time. We are under no obligation to accept your application for registration.

(g) **Term of Registration.** Upon approval by Julien's Auctions, your registration is effective throughout the applicable Auction for which you registered and any post-Auction obligations you incur in connection with Bids you placed during such Auction.

3. BIDDING.

Upon completed and approved registration, Bidders may submit a binding offer to purchase a Lot at a specified price (a "Bid") in an Auction.

(a) **Placement; Payment Authorization.** When a Lot at the Auction goes live, you are free to place bids on

such Lot (i) if an in-person Auction, or if an Auction conducted both in-person and online, until the individual conducting the sale for Julien's Auctions (the "Auctioneer") determines that bidding on such Lot has closed, or (ii) if an online-only Auction, in accordance with the parameters set forth on the Service for such Lot. As bids are placed, Julien's Auctions reserves the right to authorize your credit card for any bid amount placed. If an authorization was made on a Bid and you are subsequently outbid, Julien's Auctions will release that authorization.

(b) **Notifications.** If you are placing Bids via the Service or by proxy, each time you are outbid Julien's Auctions will send you an email message notification advising you of such. If you are a telephone or in-person Bidder, it is your responsibility to monitor the Lot(s) for which you placed Bid(s) in the event you are outbid. If you are the Winning Bidder for a given Lot, Julien's Auctions will send you an email message confirmation.

(c) **Bid Conditions.** Julien's Auctions reserves the right to accept or decline any Bid. Bids must be for an entire Lot. Each Lot constitutes a separate sale. All Bids are per Lot unless otherwise announced at a live sale by the Auctioneer. All winning Bids are subject to a Buyer's Premium (as defined herein). Live auction Lots will be sold in their numbered sequence unless the Auctioneer directs otherwise. Julien's Auctions may cancel any Lot and have it removed from an Auction prior to acceptance of a winning Bid. In the event a Lot is removed from an Auction, notice will be provided (i) if an online Auction, by a posting on the Service and by email to Bidders who placed their Bid on such Lot via the Service, and (ii) if the Auction is an in-person Auction, at the physical location of the Auction. In such instance of Lot removal from an Auction, any Bids previously placed on such Lot prior to its removal from the Auction shall be cancelled, and Julien's Auctions will not receive any further Bids on such Lot.

(d) **Purchase Obligations.** In connection with making Bids, Bidders agree that the registered Bidder with the highest Bid at the close of the Auction will be obligated to purchase the Lot. By bidding on any Lot, you agree to purchase the Lot at the price you have Bid. You agree that should you Bid on a Lot and that Bid is the winning Bid, that you are bound to pay Julien's Auctions the winning bid amount for the Lot. All sales are final and winners cannot cancel. No exceptions will be made. You further acknowledge and agree that the winning Bid you submit for each Lot is subject to: (i) additional fees, including the Buyer's Premium and Online Service Fee (if applicable), and (ii) additional costs, including taxes, shipping (if applicable), storage (if applicable), and customs (if applicable), and that you are obligated to pay such fees and costs in connection with your winning Bid.

(e) **Conduct.** It is unlawful and illegal for Bidders to collude, pool, or agree with another Bidder to pay less than the fair value for Lot(s). Bidders participating in both live and online auctions acknowledge that the law provides for substantial penalties for those who violate these provisions.

(f) **Disputes Between Bidders.** For live auctions the Auctioneer will have final discretion in the event that any dispute should arise between Bidders. The Auctioneer will determine the successful Bidder, cancel the sale, or re-offer and resell the Lot or Lots in dispute. Julien's Auctions will have final discretion to resolve any

disputes arising after the sale and in online auctions. If any dispute arises our sale record is conclusive.

(g) **Absentee Bids.** Julien's Auctions will execute order or absentee bids, and accept telephone bids as a courtesy to clients who are unable to attend the live auctions. Notwithstanding the foregoing, we take no responsibility for any errors or omissions in connection with this courtesy.

(h) **Online Bids.** Our online auction Service is provided "As Is" and "As Available." High speed internet access is required to access the Service effectively. The Service is subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Julien's Auctions is not responsible for any delays, delivery failures, or other damage resulting from such problems.

(i) **Reserve.** All of the Lots offered at Auction are subject to a confidential minimum price acceptable to the Consignor at which the Lot will be sold (the "Reserve"). Julien's Auctions is not obligated to sell the Lot unless the Reserve is met. A Lot or Lots may be withdrawn from an Auction if there is no Bid equal to or above the Reserve.

During a live auction the Auctioneer may open any Lot by bidding on behalf of the Consignor and may bid up to the amount of the Reserve, by placing successive or consecutive bids for a Lot or Bids in response to other Bidders. Online sales may do the same by employing the use of a starting Bid which will commence bidding at or below the reserve price agreed to by the Consignor.

4. WINNING BIDS.

At the close of the Auction, the highest Bid for a Lot will be considered the "Hammer Price", and the successful Bidder shall be informed by email (the "Winning Bidder" or the "Purchaser"). The Winning Bidder is responsible for paying to Julien's Auctions the Hammer Price, Buyer's Premium, and all applicable taxes, plus shipping costs (if applicable), insurance costs while in transit (for items not picked up in person), Online Service Fee (if the Winning Bidder placed the Bid online via the Service) and any applicable customs and/or duties (such amounts collectively, the "Total Purchase Price"). Upon conclusion of the Auction, we will provide the Winning Bidder with an accounting statement of the Total Purchase Price by email.

(a) **Risk of Loss; Release of Lots.** Upon establishment of the Hammer Price for the purchase of the Lot (the "Sale"), the Winning Bidder immediately thereafter assumes full responsibility for all risk of loss or damage (including, without limitation, liability for or damage to frames or glass covering prints, paintings, photos, or other works) and will immediately pay the Total Purchase Price or such part as Julien's Auctions may require. All Sales are final. Lots will be released to you (or the shipping company, as applicable) upon our receipt of payment of the Total Purchase Price in full from you.

(b) **Buyer's Premium.** Winning Bidder agrees that in addition to the Hammer Price, the Lot will be subject to an additional charge on the Hammer Price as part of the Total Purchase Price (the "Buyer's Premium"). The Buyer's Premium is as follows:

Lots with a Hammer Price of up to \$100.00. For individual Lots with a Hammer Price of up to and including one hundred United States Dollars and zero cents (\$100.00), the Buyer's Premium is twenty-five United States Dollars and zero cents (\$25.00).

Lots with a Hammer Price of \$100.01 up to and including \$200,000.00. For individual Lots with a Hammer Price of one hundred United States Dollars and one cent (\$100.01) to two hundred thousand United States Dollars and zero cents (\$200,000.00), a Buyer's Premium of twenty-five percent (25%) will be added to the Hammer Price.

Example: The Hammer Price on a Lot is one hundred and fifty thousand United States Dollars (\$150,000). The Winning Bidder would pay a Buyer's Premium of 25%, i.e., thirty-seven thousand five hundred United States Dollars (\$37,500.00) on such Lot.

Lots with a Hammer Price of \$200,000.01 and above. For individual Lots with a Hammer Price of two hundred thousand United States Dollars and one cent (\$200,000.01) and above, a Buyer's Premium of twenty-five percent (25%) will be added to the Hammer Price up to \$200,000.00, and an additional Buyer's Premium of twenty percent (20%) will be added to any amount above \$200,000.00.

Example: The Hammer Price on a Lot is two hundred and fifty thousand United States Dollars (\$250,000.00). The Winning Bidder would pay a total Buyer's Premium of sixty thousand United States Dollars (\$60,000.00) on such Lot, calculated as follows: 25% of the first \$200,000.00, i.e. fifty thousand United States Dollars (\$50,000.00), plus 20% of the remaining \$50,000.00, i.e. ten thousand United States Dollars.

(c) **Online Service Fee.** For all Lots where the Winning Bid is submitted online via the Service, an additional three percent (3%) of the Hammer Price (the "Online Service Fee") will be added to the Buyer's Premium amount detailed immediately above.

Example: The Hammer Price on a Lot is two hundred and fifty thousand United States Dollars (\$250,000.00), with the highest Bid being placed online via the Service. The Winning Bidder would pay, in addition to the Buyer's Premium, an Online Service Fee of seven thousand five hundred United States Dollars (\$7,500.00).

(d) **Taxes.** Winning Bidder agrees that he/she is responsible for the payment of any and all applicable taxes due in connection with such Lot, including but not limited to sales tax, use tax, and value-added tax (VAT). All items picked up in California will be charged California state sales tax, as will all items sent to California residents. All items sent to New York residents will be charged New York state sales tax.

(e) **Lot Retrieval.** All Lots must be removed from our premises by the Winning Bidder within thirty (30) calendar days of the conclusion of the Auction at the Winning Bidder's own expense.

In-person Pick-up; Storage Fees. If you intend to pick up your items as the winning Bidder, arrangements must be made upon payment of the total Purchase Price for the Lot. Pick-ups are by appointment only, Monday-Friday between 10:00am and 4:00pm. If, after thirty (30) days following your payment of the Total Purchase Price, the Lot is not removed: (A) a handling charge of eight dollars (\$8.00) per day or one percent (1%) of the Total Purchase Price per month, whichever is greater, will be payable to us by the Winning Bidder, with a minimum of five hundred dollars (\$500.00) or five percent (5%) of the Total Purchase Price for any Lot not so removed within sixty (60) calendar days after the Sale, whichever is greater (the "Storage Fees"); and (B) we may send the Lot to a public warehouse or storage facility, at Winning Bidder's sole risk and expense. If Winning Bidder fails to remove the Lot within one hundred and eighty (180) days following the Sale, then, in addition to the Storage Fees, Julien's

Auctions shall have the right (but not the obligation) to dispose of or retain any such Lot. All costs incurred by Julien's Auctions in connection with the removal or disposal of any such Lot shall be paid by Winning Bidder within ten (10) days of our demand therefor.

Shipping. Winning Bidders are responsible for all costs to ship their items. Shipping is not included in the Hammer Price of your auction items. Please review the shipping terms for your items. Some items may be shipped directly by Julien's Auctions, or we may contract with an outside shipping company ("Shippers"), to ship your Lot to you. Please allow 2-12 weeks for the delivery of your Lot to you; delivery time is dependent upon the size of the Auction, the destination address of the Lot, and the method of transportation to deliver the Lot. Julien's Auctions and Shippers are not responsible for returned or undeliverable shipments.

International. Julien's Auctions will provide you with a customs document detailing the value of items purchased. Julien's Auctions and Shippers are not responsible if there are any delays in customs. Purchasers are responsible for compliance with all laws and regulations applicable to the international purchase and shipment of items. Purchaser understands that the shipment of Lots internationally is subject to United States export controls and trade and economic sanctions laws, and agrees to comply with all such laws and regulations, including the Export Administration Regulations maintained by the United States Department of Commerce, and the trade and economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control.

(f) **Invoices and Payments.** All invoices must be paid within ten (10) calendar days after the close of the Auction.

Payments. Julien's Auctions accepts payment by cashier's check, personal check, wire transfer, American Express, MasterCard, and Visa. Winning Bidders who wish to pay by check may do so by making checks payable to: Julien's Auctions, 8630 Hayden Place, Culver City, CA 90232.

Credit Card Authorization. Bidder authorizes Julien's Auctions to charge Bidder's credit card provided at registration for all items purchased at any Auction that Bidder may participate in, if not paid in full within ten (10) calendar days after the close of the Auction. Processing fees for credit card payments may apply. All invoices under five thousand United States Dollars (\$5,000.00) will automatically be charged to the credit card on file unless prior arrangements are made.

Lot Rights. In the event Julien's Auctions has agreed in writing prior to the auction to provide payment terms or an extended period of time for payment to you, you acknowledge and agree that you shall have no right, title, or interest in and to any property purchased by you until all amounts owed by you are paid in full.

If you fail to comply with the terms of the payment plan or extended payment period, upon your default, Julien's Auctions shall have the unequivocal right, at its sole discretion, to sell some or all of the property on which you were the Winning Bidder, and to apply the proceeds toward the balance of any monies owed by you to Julien's Auctions. If the monies received through the sale of the items do not meet your outstanding obligations, Julien's Auctions shall have the right to pursue any and all remedies available under the law against you pursuant to the provisions set forth herein. If the monies received through the sale of the items exceed your outstanding obligations, the excess, minus any fees or costs incurred by Julien's Auctions in connection with and arising out of the sale of the properties, shall be refunded to you.

Late Payment Fees. Commencing with the tenth day following the Sale, payments not received by Julien's Auctions will incur a late charge of one-and-a-half percent (1.5%) per month (or the highest rate allowable by law, whichever is lower) on the outstanding Total Purchase Price.

Excess Fund Return. In the event you are the Winning Bidder on a Lot and prior to an Auction you provided us with a deposit for your Bid which exceeds the Total Purchase Price, we will return any such excess within thirty (30) business days of the conclusion of the Auction, unless delay is compelled by (A) legal proceedings, or (B) our inability, through no fault of our own, to transfer title to the Lot or comply with any provision of California Civil Code Section 1812.600-1812.609, the California Commercial Code, the California Code of Civil Procedure, or other provision of applicable law.

(g) **Defaults; Company's Remedies.** If Winning Bidder does not comply with the conditions herein, such Winning Bidder will be in default. In addition to any and all other remedies available to Julien's Auctions and the Consignor by law and at equity, including, without limitation, the right to hold the Winning Bidder liable for the Total Purchase Price, including all fees, charges and expenses more fully set forth herein, we, at our option, may: (a) cancel the Sale of the subject Lot, or any other lots sold to the defaulting Purchaser at the same or any other Auction, retaining as liquidated damages all payments made by the Purchaser; (b) resell the purchased property, whether at public auction or by private sale; or (c) effect any combination thereof. In any case, the Purchaser will be liable for any deficiency, any and all costs, handling charges, late charges, expenses of both sales, our commissions on both sales at our regular rates, legal fees and expenses, collection fees and incidental damages.

We may, in our sole discretion, apply any proceeds of sale then due or thereafter becoming due to the Purchaser from us or any affiliated company, or any payment made by the Purchaser to us or any affiliated company, where or not intended to reduce the Purchaser's obligations with respect to the unpaid Lot or Lots, to the deficiency and any other amounts due to us or any affiliated companies. In addition, a defaulting Purchaser will be deemed to have granted and assigned to us and our affiliated companies, a continuing security interest of first priority in any property or money of our owing to such Purchaser in our possession or in the possession of any of our affiliated companies, and we may retain and apply such property or money as collateral security for the obligations due to us or to any affiliated company of ours. Payment will not be deemed to have been made in full until we have collected good funds. In the event the purchaser fails to pay any or all of the Total Purchase Price for any Lot and Julien's Auctions elects to pay the Consignor any portion of the sale proceeds, the purchaser acknowledges that Julien's Auctions shall have all of the rights of the Consignor to pursue the Purchaser for any amounts paid to the Consignor, whether at law, in equity, or under these Auction Terms and Conditions.

Julien's Auctions further reserves the right to prohibit defaulting Purchasers from being approved for registration at future Auctions.

5. LIMITATION OF LIABILITY.

(a) **Exclusion of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JULIEN'S AUCTIONS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR

LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THESE AUCTION TERMS AND CONDITIONS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THROUGHOUT THE AUCTION, JULIEN'S AUCTIONS IS NOT RESPONSIBLE FOR THE CONDUCT (WHETHER ONLINE OR OFFLINE) OF ANY BIDDER, CONSIGNOR, OR NON-COMPANY PERSONNEL.

(b) **Liability Cap.** COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE GREATER OF FIVE HUNDRED DOLLARS (\$500) AND THE TOTAL PURCHASE PRICE PAID OR PAYABLE BY YOU TO JULIEN'S AUCTIONS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN YOU AND JULIEN'S AUCTIONS ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

6. INDEMNITY.

You agree to defend, indemnify and hold harmless Julien's Auctions and its subsidiaries, agents, and other affiliated companies, and the employees, contractors, agents, officers and directors of each, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your violation of any term of these Auction Terms and Conditions, including without limitation, (i) your breach of any of the representations and warranties herein; (ii) your violation of any law, rule or regulation of the United States or any other country.

7. LOTS.

(a) **Warranty; Disclaimers.** Julien's Auctions warrants the authenticity of Attribution (as defined below) of property listed in the catalogue or online as stated in the Attribution Warranty in Section 8 below. Except for the Attribution Warranty, all property is sold "As Is". We make no warranties, nor does the Consignor, as to the merchantability or fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property. No oral or written statements made in the catalogue, online listing, advertisement, Condition Report, bill of sale, and announcement or elsewhere made by employees (including affiliated and related companies) shall be considered a warranty. We and the Consignor make no representations and warranties, express or implied, as to whether the purchaser acquires any Intellectual Property Rights, including but not limited to, any reproduction rights of any property. We and the Consignor are not responsible for errors and omissions in the catalogue, online listings or any other supplemental material.

(b) **Evaluation; Item Descriptions.** It is the sole responsibility and risk of prospective Bidders to make the determination of whether a Lot is suitable for Bid.

(c) **Catalogues.** While Julien's Auctions customarily produces printed catalogues of all Lots available for an Auction, such catalogues are for illustrative purposes

only. Descriptions of Lots therein are not comprehensive and may contain errors. We do not warrant any aspect of content in our catalogues other than the Attribution of Lots.

(d) **Condition Reports.** Bidders may request a written report of the Lot's repair and restoration history (a "Condition Report") by emailing info@juliensauctions.com for a Condition Report. Other than Attribution, we do not make any representations or warranties, express or implied, concerning any content in a Condition Report. We will customarily provide Condition Reports so long as we receive a written request from you at least forty-eight (48) hours prior to the Auction. You agree that any Condition Report(s) we provide to you are the confidential information of Julien's Auctions, are to be utilized for your personal purposes only, are to be treated by you with the same degree of care that you utilize to protect your own confidential information (provided, however, that you must at least use reasonable care), and are not to be disclosed to third parties unless mandated by law. If you breach any obligations in this Section, Julien's Auctions shall be entitled to seek equitable relief to protect its interest therein, including but not limited to injunctive relief as well as money damages. These confidentiality obligations will survive the conclusion of any Auction.

(e) **Pricing.** All Lot pricing is listed in United States Dollars. We may offer certain programs, tools, and site experiences of particular interest to international users, such as estimated local currency conversion and international shipping calculation tools, but these are offered for convenience only.

8. ATTRIBUTION WARRANTY.

(a) **Attribution.** "Attribution" is defined by Julien's Auctions as the creator, period, culture, or source of origin, as the case may be as stated in the (i) Heading set forth in bold type of a Lot in a live auction catalogue, as amended by any statements by the Auctioneer and/or written salesroom notices and announcements ("Bold Type Heading") or (ii) the lot Title of an online auction, as amended by any online notices and announcements ("Online Lot Heading") (Bold Type Heading and Online Lot Heading collectively, "Headings").

(b) **Attribution Warranty.** Subject to the exclusions below, we make no warranties to information not contained in Headings. Subject to the exclusions listed below, Julien's Auctions warrants the Attribution of a Lot for a period of one (1) year from the date of Sale and only to the original Purchaser on record at the auction. If it is determined to our satisfaction that the Attribution is incorrect, the Sale will be rescinded if the Lot is returned to the Julien's Auctions warehouse facility in the same condition in which it was at the time of Sale. In order to satisfy us that the "Attribution" of a lot is indeed incorrect we reserve the right to require the Purchaser to obtain, at the Purchaser's expense, the opinion of two experts in the field, mutually acceptable to Julien's Auctions and the Purchaser, before we agree to rescind the Sale under the warranty. This warranty is not assignable and applies only to the original Purchaser on record with Julien's Auctions. This warranty does not transfer to any subsequent owners of any purchased property (this includes without limitation, heirs, successors, beneficiaries or assigns).

(c) **Remedies.** Should a Sale be rescinded and the Total Purchase Price paid, it is specifically understood that this will be considered the sole remedy. It is exclusive and in lieu of any other remedy available as a matter of law, or in equity.

(d) **Exclusions.** Exclusions will be made and this warranty does not apply to Attribution which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists, or the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalogue or listing online, or which were unreasonably expensive or impractical to employ.

9. INTELLECTUAL PROPERTY.

Julien's Auctions retains all right, title, and interest (including, without limitation, all Intellectual Property rights) in and to the items outlined in this Section, and all derivatives, modifications, or enhancements thereto. You agree to take any action reasonably requested by Julien's Auctions to evidence, maintain, enforce or defend our Intellectual Property rights. You shall not take any action to jeopardize, encumber, limit or interfere in any manner with Julien's Auctions ownership of and rights with respect to the items outlined in this Section. All rights not expressly licensed to you in these Auction terms and conditions are expressly reserved by Julien's Auctions.

(a) **Definition.** "Intellectual Property Right" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

(b) **Content.** The Auction, the Service, and all materials, including, without limitation, software, images, text, graphics, illustrations, logos, catalogues, Condition Reports, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Julien's Auctions and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or Content made available to you by Julien's Auctions orally or in writing regardless of form of media. Use of the Content for any purpose not expressly permitted by these Auction Terms and Conditions is strictly prohibited.

(c) **Trademarks.** "Julien's Auctions", "The Auction House to the Stars", "Julien's Auctions The Auction House to the Stars", and other logos and service names are trademarks, registered trademarks or trade dress of Julien Entertainment.com, Inc. Julien's Auctions trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Julien's Auctions.

(d) **Data.** Julien's Auctions owns the aggregate, statistical, and sales data related to, derived from, and concerning its Auctions, and reserves all Intellectual Property Rights to utilize such data for its own business purposes.

(e) **Ideas and Comments.** You may choose to, or we may invite you to, submit comments or ideas about our Auctions, including without limitation about how to improve our operations, our Service, and/or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and

without restriction and will not place Julien's Auctions under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your Idea submission, Julien's Auctions does not waive any rights to use similar or related ideas previously known to Julien's Auctions, or developed by its employees, or obtained from sources other than you.

10. DISPUTES.

PLEASE READ THIS SECTION CAREFULLY. IT INCLUDES A **MANDATORY ARBITRATION PROVISION**, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A **CLASS ACTION WAIVER**, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS SECTION ALSO INCLUDES A **JURY WAIVER**.

You and Julien's Auctions agree that any dispute, controversy, or claim that has arisen or may arise between us relating in any way to your use of or access to the Auction, the Service, any interpretation, breach, enforcement, or termination of these Auction Terms and Conditions, or otherwise relating to Julien's Auctions in any way (collectively, "Covered Matters") will be resolved in accordance with the provisions set forth in this Section 10.

(a) **Informal Resolution.** If you have any dispute with us, you agree that before taking any formal action, you will contact us at info@juliensauctions.com, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of your issue.

(b) **Applicable Law.** The laws of the State of California, and applicable federal law, will govern all Covered Matters. California conflicts of law rules shall apply.

(c) **Arbitration.** Subject only to the optional exceptions in Paragraph 10(e) below, You and Julien's Auctions each agree that any and all disputes, claims, or controversies that have arisen, or may arise, between you and Julien's Auctions relating in any way to or arising out of this or previous versions of the Auction Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, your use of or access to our services, or any products or services sold, offered, or purchased through Company's services shall be resolved exclusively through final and binding arbitration, rather than in court. Any claims arising out of, relating to, or connected with these Auction Terms and Conditions not resolved through Informal Resolution pursuant to paragraph 10(a) above must be asserted individually in a binding arbitration to be administered by JAMS in Los Angeles County, California pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. Both parties further agree that the arbitration shall be conducted before a single JAMS arbitrator who is a retired California or federal judge or justice. The arbitrator shall strictly apply California substantive law and the California Rules of Evidence. BY AGREEING TO ARBITRATE, YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by

or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Auction Terms and Conditions, including, any claim that all or any part of these Auction Terms and Conditions is void or voidable or that a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) **Award.** You agree and acknowledge that in any award to be granted by the Arbitrator, your rights and remedies against us or any distributor of financier or other party related to the Auction or Service shall be limited to an action at law for money damages, and you hereby waive all other rights and remedies you may have at law or in equity (including, without limitation, injunctive relief, rescission, cancellation, and termination of this Agreement or the right to enjoin or restrain the advertisement, promotion, marketing or exploitation by Julien's Auctions or any third party in connection with the Auction and/or any rights or activities hereunder in any and all manner of media whatsoever, whether now known or hereafter devised). For matters where the relief sought is over \$5,000, the arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section as to the types and the amounts of damages for which a party may be held liable. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Julien's Auctions user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

(e) **Exceptions.** There are only two exceptions in which the parties may elect to seek resolution outside of Arbitration before JAMS:

(i) First, if we reasonably believe that you have in any manner infringed upon or violated or threatened to violate or infringe any of our Intellectual Property Rights, privacy rights, publicity rights, or data security, in which case you acknowledge that there may be no adequate remedy at law and we may seek injunctive or other appropriate relief in any court of competent jurisdiction, without any attempt at informal resolution pursuant to paragraph 10(a) above.

(ii) Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court in Los Angeles County, California, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

(f) **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees will be governed by JAMS rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, Julien's Auctions will reimburse you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator's decision or settlement. In the event the

arbitrator determines the claim(s) you assert in the arbitration to be frivolous, Julien's Auctions is relieved of its obligation to reimburse you for any fees associated with the arbitration. The prevailing party shall be entitled to an award of all attorneys' fees, costs and expenses incurred by it in connection with the dispute. "Attorneys' fees and expenses" includes, without limitation, paralegals' fees and expenses, attorneys' consultants' fees and expenses, expert witness' fees and expenses, and all other expenses incurred by the prevailing party or its attorneys in the course of their representation of the prevailing party in anticipation of and/or during the course of the litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law; and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

(g) **Future Amendments to the Agreement to Arbitrate.** Notwithstanding any provision in the Auction Terms and Conditions to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Julien's Auctions prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and Julien's Auctions. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

(h) **Judicial Forum for Legal Disputes.** Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because of an election pursuant to Paragraph 10(e) above, you agree that any claim, controversy, or dispute that has arisen or may arise between you and Julien's Auctions must be resolved exclusively by a state, federal, or small claims court located in Los Angeles County, California. You and Julien's Auctions agree to submit to the exclusive personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims or disputes.

(i) **Opt-Out.** IF YOU ARE A NEW JULIEN'S AUCTIONS USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO ARBITRATIONOPTOUT@JULIENSAUCTIONS.COM ("OPT-OUT NOTICE") OR VIA US MAIL TO: Julien Entertainment.com, Inc., 8630 Hayden Place, Culver City, CA 90232. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. IF YOU ARE NOT A NEW JULIEN'S AUCTIONS USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

(j) **Procedure.** In order to opt-out, you must email your name, complete address (including street address, city, state, and zip code), and email address(es) associated with your Member account(s) to which the opt-out applies and an unaltered digital image of a valid driver's license or valid government issued photo ID which matches the name on your account to: arbitrationoptout@julienauctions.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Auction Terms and Conditions and its Disputes Section will continue to

apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

(k) **WAIVER.** BY AGREEING TO THESE AUCTION TERMS AND CONDITIONS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE), A JURY TRIAL, OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

(l) **STATUTE OF LIMITATIONS AND WAIVER OF CLAIMS.** REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICE, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER WAIVED AND BARRED.

11. MISCELLANEOUS PROVISIONS.

(a) **Governing Law.** These Auction Terms and Conditions will be governed by and construed in accordance with the laws of the State of California and the applicable federal laws of the United States of America. California conflicts of law rules shall apply.

(b) **Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under these Auction Terms and Conditions due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

(c) **Counterparts; Facsimile.** These Auction Terms and Conditions may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

(d) **Entire Agreement.** These Auction Terms and Conditions contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter.

(e) **Modifications.** Any modification, amendment, or addendum to these Auction Terms and Conditions must be in writing and signed by both parties.

(f) **Assignment.** You may not assign these Auction Terms and Conditions or any of your rights, obligations, or benefits hereunder, by operation or law or otherwise, without our prior written consent.

(g) **No Third Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

(h) **Severability.** If any provision of these Auction Terms and Conditions is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Auction Terms and Conditions shall remain in full force and effect.

(i) **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery or email; the next business day, if deposited with an overnight courier; and five days after being so mailed.

(j) **Headings.** The headings of the sections of these Auction Terms and Conditions are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.

(k) **No Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy under these Auction Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.

(l) **Survival.** Sections of the Auction Terms and Conditions intended by their nature and content to survive termination of the Auction Terms and Conditions shall so survive.

I HAVE READ AND UNDERSTAND THESE AUCTION TERMS AND CONDITIONS AND AGREE TO COMPLY WITH THEM.

BIDDER

By: _____
(signature)

Name: _____
(please print)

Date: _____

ACKNOWLEDGED BY JULIEN'S AUCTIONS

By: _____
(signature)

Name: _____
(please print)

Title: _____

Date: _____