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4 Los Angeles, CA 90067-2721
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6 Attorney for Plaintiff PROFILES IN HISTORY,
7 a California General Partnership

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 02 2010

John Clarke, Executive Officer/Clerk
By ATOTY WILSON Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 PROFILES IN HISTORY, a California General)
12 Partnership,)
13 Plaintiff,)

14 vs.

15 THOMAS REGA, an Individual, and DOES 1-)
16 100, inclusive,)
17 Defendants.)

CASE NO. BC431481

DECLARATION OF BRIAN CHANES IN
SUPPORT OF PLAINTIFF PROFILES IN
HISTORY'S DEFAULT JUDGMENT
AGAINST DEFENDANT THOMAS REGA

Date: July 9, 2010
Time: 8:30 a.m.
Dept: 52

Judge: Hon. Susan Bryant-Deason

18 **UNLIMITED JURISDICTION:**
19 **DAMAGES IN EXCESS OF \$25,000.00**

20 Plaintiff, PROFILES IN HISTORY hereby files the Declaration of Brian Chanes in Support of
21 Profiles in History's Default Judgment against Defendant Thomas Rega.

22
23 Dated: July 6, 2010

24 LAW OFFICES OF ROBERT J. ENDERS, JR.
25 By ROBERT J. ENDERS, JR.
26 Attorney for Plaintiff PROFILES IN HISTORY,
27 a California General Partnership

1 **DECLARATION OF BRIAN CHANES IN SUPPORT OF PLAINTIFF PROFILES IN**
2 **HISTORY'S DEFAULT JUDGMENT AGAINST DEFENDANT THOMAS REGA**

3 1. I, Brian Chanes, am an adult over the age of 18, am, and at all relevant times have been,
4 an employee of Plaintiff, Profiles in History ("Profiles") in charge of Acquisitions and Consignment
5 Relations. I have personal knowledge of the facts stated herein, am competent to testify thereto, and
6 if called upon, I could testify to the facts stated herein.

7
8 2. Profiles is and has been in the business of conducting auctions internationally for almost
9 15 years, and has been in the business of buying and selling rare documents and artifacts since the
10 1980s. Profiles has an international clientele, and its consignors and buyers include major motion
11 picture studios and leaders in the motion picture/television industries.

12
13 3. On July 26, 2009, Thomas Rega ("Rega"), using the email name "Haunted Theatre
14 (hauntedtheatre@yahoo.com) sent an unsolicited email to Profiles in History representing that he
15 has "a few very rare vintage horror movie posters" that he would like to consign. A true and correct
16 copy of the email as part of the email chain between Profiles and Rega is attached hereto as Exhibit
17 "1".

18
19 4. On July 27, 2009, Rega again emailed Profiles, directed this time to me personally, and
20 represented: "I know all of my stuff is very valuable and highly desirable as they are all extremely
21 rare pieces that had taken me years to find", and the "stuff" aka "the posters I would to consign"
22 included "my 31 Dracula one sheet style B". (Exhibit "1".)

23
24 5. On July 28, 2009, Rega emailed me and represented: "The Dracula style B is the one
25 with Lugosi piercing through a web with his wives floating background and has black with reddish
26 colors. The poster is linen backed and had a color touch to the fold lines and border tears repaired.
27 There are only 2-3 other examples known. The poster is currently in safe keeping and sealed
28 between two foam cores but I will take it out for photos if you really need me to." (Exhibit "1".)

1 6. Rega knew that we would put the Dracula poster on the cover of our catalog. On July 30,
2 2009, I emailed Rega and advised him, "This is the best poster that will have received the auction
3 block. . . Your poster would also get the cover of our October 1-2 auction catalogs as well."
4 (Exhibit "1".)
5

6 7. On August 6, 2009, I again emailed Rega and advised him: "We are holding the cover
7 for you. . ." (Exhibit "1".)
8

9 8. On August 6, 2009, Rega again emailed me and represented: "The 31 Dracula one sheet
10 has been safely stored since its been in my possession and looks incredible and as I was told it only
11 had minor cleaning and restoration to the borders and folds". (Exhibit "1".) This unquestionably
12 indicated to me that Rega was representing that the poster was never moved from his possession
13 since he acquired it, and that any work done to the poster was *before* he obtained it. Rega never
14 gave me or anyone else at Profiles any information to the contrary.
15

16 9. Rega, himself, set the reserve on the Dracula poster. On August 19, 2009, Rega sent me
17 an email in which he stated: "Here are the reserves I want for each poster; Dracula 31 OS –
18 175,000. . . All of my posters are near mint condition with the only ones with restoration are: . . .
19 Dracula 31 OS – fold line touchup-few border chips & pin holes – center fold separation. Also,
20 please keep my personal information discrete as I don't want to get any calls with offers or anyone
21 to known what I own for that matter." (Exhibit "1".) The \$175,000.00 reserve was dramatically
22 and substantially higher than any other item consigned by Rega (*see* Exhibit "A" to Consignment
23 Agreement, Ex. "2".)
24

25 10. Profiles had the Dracula poster sent to Poster Mountain for verification of its
26 authenticity. The poster fooled Poster Mountain, and they advised us that it appeared to be
27
28

1 authentic. This was not the first time the Dracula poster was sent to Poster Mountain for
2 verification.

3 11. Profiles and Rega entered into a written consignment agreement which Rega executed
4 on August 20, 2009 and returned to Profiles on August 21, 2009 by fax. A true and correct copy of
5 the consignment agreement is attached hereto as Exhibit "2". The consignment agreement stated in
6 in a block on the first page that "1941 Dracula 1-sheet to be featured on the cover of auction
7 catalog." It also stated at paragraph 15:

8
9 "Breach of Contract by Consignor. In addition to any other remedies which Profiles has
10 either by virtue of this agreement or by law, in the event of a material breach of this
11 consignment agreement by you, Profiles shall be entitled to collect from you, the full
12 commission owed, the amount of the buyer's premium, all costs and expenses incurred by
13 Profiles, including investigation fees and costs and attorney fees and costs incurred by
14 Profiles including but not limited to fees and costs incurred during the course of litigation".

15
16 Rega also warranted under penalty of perjury to Profiles that he "fully disclosed all known
17 provenance, provenance, authorship, origin, and the like". (Paragraph 12 (a).)

18
19 Additionally, the consignment agreement provides in Paragraph 11, "We may withdraw any
20 lot or property for any of the following reasons: (1) we have reason to believe there is a doubt or a
21 question as to . . . authenticity. . . (2) we have reason to believe that any of your representations
22 concerning the property are untruthful or otherwise inaccurate; (3) we have reason to believe that
23 you have breached. . . this agreement".

24
25 Paragraph 11 also provides remedies to Profiles in the event of withdrawal:

26
27 "In the event of withdrawal under the terms of this paragraph by either party, you
28 will pay to us all proceeds to which we would have been entitled had there been a

1 Completion of Sale including but not limited to (i) all commissions including the
2 buyer's premium based upon the mean of our presale estimates, (ii) the 'Other
3 charges and expenses' provided for in this agreement, and (iii) to the extent not
4 otherwise recovered, our out-of-pocket expenses incurred in connection with the
5 proposed sale. You acknowledge and agree that we would be substantially damaged
6 by a withdrawal under this paragraph, that actual damages would be virtually
7 impossible to determine, and that the damage provisions herein are therefore
8 necessary to provide for compensation to us in the event of withdrawal."
9

10
11 12. Profiles then had the catalog printed, including the Dracula poster on the cover, and
12 mailed to thousands of clients around the world, as well as publishing the catalog on our website.
13 True and correct copies of the relevant portions of the catalog, including cover, are collectively
14 attached hereto as Exhibit "3". Profiles spent substantial time and moneys promoting the poster in
15 particular as it was the auction's centerpiece.
16

17 13. Subsequent to the events in the preceding paragraph but before the scheduled auction,
18 we first became aware that the Dracula poster had undergone substantial work ordered personally
19 by Rega, shortly before he consigned the poster to Profiles for auction, and it was far from "fold
20 line touchup- - few border chips & pin holes- center fold separation". This was through Diane
21 Jeffrey of Studio C - who was contacted by Rega and instructed to fill in information on the
22 Dracula poster itself from "archive photos" supplied by Rega into torn off portions of the poster at
23 the bottom.
24

25 14. With this new information, we again sent the Dracula poster to Poster Mountain. More
26 extensive testing was done on the Dracula poster and it was then determined to be a fake - the
27 creation of the "fake" was accomplished according to Poster Mountain by Rega's taking an
28

1 authentic and authorized "reproduction" of the original Dracula poster recently made by a company
2 called S2, stripping it of the information which indicates its origin, and having the markings which
3 would identify an original Dracula poster substituted in during the restoration process. It was a
4 very, very good job as it fooled all of us.

6 15. Profiles is not in the business of selling fakes; Profiles withdrew the Dracula poster
7 from the auction – withdrawing the auction's centerpiece as depicted on the cover of the catalog.

8 16. In sum, Rega lied to us from the beginning. The poster, being a fake (albeit a very good
9 one) was neither "very valuable" nor "highly desirable" nor "extremely rare" (unless a very well-
10 done fake is considered extremely rare). In view of Rega's other misrepresentations, particularly as
11 to his representation of having kept it stored from the time he acquired it, and his concealment of
12 what he had done to the Dracula poster, this goes beyond mere puffery.

14 17. Profiles did everything that it contracted to do vis-à-vis Rega's consignment up until it
15 was determined that the consigned poster was a fake, including spending substantial sums of money
16 and person-hours to showcase the Dracula poster. The commission which Profiles would have
17 realized on the sale of the Dracula poster would be 15% to 18% of the hammer price at auction as a
18 "buyer's premium" pursuant to Section 7 of the Consignment Agreement. Normally (in virtually
19 every other consignment), Profiles would have been entitled to receive a commission by the Seller
20 ("Rega") upon sale of this poster, but this commission upon sale was waived due to the apparent
21 rarity of the Dracula poster and our strong desire to sell what we believed to be a genuine,
22 extremely rare Dracula poster: "SPECIAL INSTRUCTIONS * Zero (0%) commission charged to
23 consignor. Consignor to receive entire final bid price. . ." (Consignment Agreement, Ex. "2", page
24 1, block.) I did not intend, however, that the commission would be waived in any other
25 circumstance other than sale such as a breach of the consignor's warranty resulting in withdrawal
26
27
28

1 from auction. Our usual and customary commission charged to consignors, of which Rega was
2 informed and aware, is and has been over a number of years 15% of the hammer price.

3
4 18. Paragraph 11 ("Withdrawal"), as set forth above, provides that Profiles shall recover
5 "all commissions including the buyer's premium based upon the mean of our presale estimates" as
6 part of its damages. The presale estimates were \$200,000 - \$250,000. (Ex. "3", Catalog, p. 134.)
7 The mean of the presale estimates is \$225,000. Taking the lower 15% under Section 7 of the
8 Catalog, the commission component of Profiles' damages is \$33,750.00.

9
10 19. Additionally, since our usual and customary commission charged to sellers is 15% of
11 the hammer price, which was only waived for the sale of the Dracula poster at auction (see
12 paragraph 16 above), an additional 15% of the mean of presale estimates (\$225,000) is \$33,750.00.

13
14 20. Profiles also separately had to pay an investigator \$250.00 for serving the Complaint on
15 Rega as we understand that he refused to respond to the Notice and Acknowledgment of Receipt
16 which our attorneys mailed to both Rega and Rega's attorneys prior to having to have Rega
17 personally served. (True and correct copies of the supporting documents concerning payment to the
18 investigator are attached hereto as Exhibit "4".)

19
20 21. Profiles has also paid fees and expenses submitted by our attorneys in this matter, The
21 Law Offices of Robert J. Enders, Jr., and will pay the fees and expenses which have not yet been
22 billed to Profiles related to this matter. Consignment Agreement (Ex. "2", Section 15.)

23
24 22. I declare under the penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct and that this Declaration was executed on July 6, 2010 at Calabasas,
26 California.

27
28 
Brian Chanes, Declarant

-7-

DECLARATION OF BRIAN CHANES IN SUPPORT OF PLAINTIFF PROFILES IN HISTORY'S DEFAULT
JUDGMENT AGAINST DEFENDANT THOMAS REGA

8/10/18

EXHIBIT 1



Are these original 1931-release posters? What is the provenance, etc. If you care to speak to me over the phone, please feel free to do so at (310)859-7701.

Thank you and I look forward to speaking to you.

Best regards,

Brian Chanes
Profiles in History

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Sunday, July 26, 2009 9:09 PM
To: consignments@profilesinhistory.com
Subject: Consignments

Hi,

I have a few very rare vintage horror movie posters that I would like to consign.

How do I consign my posters and when is your next auction and consignment deadline?

What is the cost to consign for auction?

I have a Dracula one sheet and and lobby card and also a Frankenstein half sheet.

Also, do you put reserve prices on your auctions? I have a set price that I would like for each piece.
Please let me know.

Thanks,

Tom email: hauntedtheatre@yahoo.com

6/1/09



Hi Brian,

The posters that I would like to consign are my 31 Dracula one sheet style B, 38 lobby card, 51 Realart one sheet and 51 lobby card #2. For Frankenstein a 51 Realart half sheet style B, and 38 title card all of them are in near mint condition with only the Dracula one sheets being linen backed and restored. I, myself am a collector and all of my pieces were purchased from various dealers, collectors and shows etc.

I know all of my stuff is very valuable and highly desirable as they are all extremely rare pieces that had taken me many years to find.

I have a lot invested in these posters and would like to get a decent amount if I decide to auction them. What do you prospect the outcome would be for these posters if I consign them? What is the cost for consignment and what is involved?

I attached a photo of the 51 Frankenstein half sheet and Dracula lobby card so you can have a look at them.

Thanks,
Tom

--- On Mon, 7/27/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Monday, July 27, 2009, 7:41 PM

Hi Tom.

I am extremely interested in your stated pieces and would like to speak to you about these pieces. Our next sale is October 1-2 and we would be able to place your pieces in this next sale if we were to act somewhat soon.

Are these original 1931-release posters? What is the provenance, etc. If you care to speak to me over the phone, please feel free to do so at (310)859-7701.

Thank you and I look forward to speaking to you.

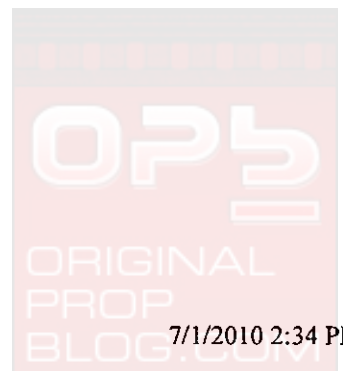
Best regards,

Brian Chanes
Profiles in History

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Sunday, July 26, 2009 9:09 PM
To: consignments@profilesinhistory.com
Subject: Consignments

Hi,

I have a few very rare vintage horror movie posters that I would like to consign.



7/1/2010 2:34 PM

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Subject: RE: Consignments

To: "HauntedTheatre" <hauntedtheatre@yahoo.com>

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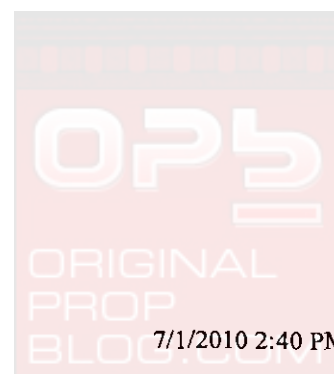
Are these original 1931-release posters? What is the provenance, etc. If you care to speak to me over the phone, please feel free to do so at (310)859-7701.

Thank you and I look forward to speaking to you.

Best regards,

Brian Chanes
Profiles in History

8/10/10



7/1/2010 2:40 PM

Hi Tom.

Thanks for your prompt response.

Could you possibly send me an image of the Dracula style-B? There are a few different styles and I need to ensure we are discussing the correct poster.

The following are the rough conservative estimates for your other pieces. Of course, these figures are to attract the best possible bid activity and we feel they will well exceed these stated values:

The '38 Dracula lobby card is \$1,000 and up and depends on the image.

The '51 Dracula Realart one-sheet is \$3,000 and up

The '51 Frankenstein Realart style-B half-sheet is \$8,000 and up

The '38 Frankenstein Title Card is \$3,000 and up

Can you please provide me with your telephone number so I can discuss the pertinent details with you?

Thanks in advance and I look forward to hearing from you very soon.

Best regards,

Brian Chanes
Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Monday, July 27, 2009 8:33 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

The posters that I would like to consign are my 31 Dracula one sheet style B, 38 lobby card, 51 Realart one sheet and 51 lobby card #2. For Frankenstein a 51 Realart half sheet style B, and 38 title card all of them are in near mint condition with only the Dracula one sheets being linen backed and restored.

I, myself am a collector and all of my pieces were purchased from various dealers, collectors and shows etc.

I know all of my stuff is very valuable and highly desirable as they are all extremely rare pieces that had taken me many years to find.

I have a lot invested in these posters and would like to get a decent amount if I decide to auction them. What do you prospect the outcome would be for these posters if I consign them? What is the cost for consignment and what is involved?

I attached a photo of the 51 Frankenstein half sheet and Dracula lobby card so you can have a look at them.

Thanks,
Tom



Thank you for your additional information on your posters. No need to pull your piece to photograph it, but can you please take a look at the attached image and confirm that this is the same style as yours?

We are located in the Los Angeles and getting your property here will be no problem as we can utilize our Federal Express account which carries our umbrella insurance policy underwritten through Lloyd's of London (we have numerous East Coast consignors). In addition, we are certainly willing to work with you on the reserves and estimates of your pieces.

Please contact me at (310)859-7701 so we can discuss this further.

I look forward to hearing from you.

Best regards,

Brian
Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Tuesday, July 28, 2009 9:05 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

The Dracula style B is the one with Lugosi piercing through a web with his wives floating in the background and has black with reddish colors. The poster is linen backed and had a color touch to the fold lines and border tears repaired. There are only 2-3 other examples known

The poster is currently in safe keeping and sealed between two foam cores but I will take it out for photos if you really need me to.

My 51 Frankenstein style B half sheet is rolled (never folded) and is in the best condition I ever seen, it is an extremely scarce style and has sold for as high as 15K in the past.

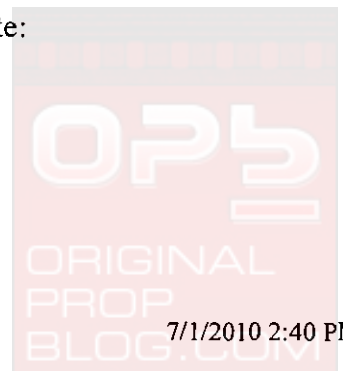
Where is your auction house located? I'm from the New York area.

Regards,
Tom

--- On Tue, 7/28/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "HauntedTheatre" <hauntedtheatre@yahoo.com>
Date: Tuesday, July 28, 2009, 8:05 PM

07/28/09



--- On Thu, 7/30/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "HauntedTheatre" <hauntedtheatre@yahoo.com>
Date: Thursday, July 30, 2009, 3:42 PM

Hi Tom.

This is the best poster that will have ever reached the auction block. Period. The Mummy has the auction world record which occurred many years ago; we hold the number 2 spot for the King Kong six-sheet we sold last year. We think your poster will eclipse them all. We would suggest a \$250,000 reserve to invite bid activity and start the process and place an estimate of \$300,000-500,000 on the poster. Your poster would also get the cover of our October 1-2 auction catalog as well.

We are getting incredible press at this time due to ABC trusting us to auction the property from their show LOST and we would hammer the airwaves including AP, UPI and Reuters about this poster.

It would be fantastic if we could set up a time when you and I could discuss this over the phone and cover more details.

Thanks for your time and I look forward to hearing your thoughts at your earliest convenience.

Best regards,

Brian
PiH

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Wednesday, July 29, 2009 8:50 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

Yes, it is the same style. Any idea if it would do well in auction at this time?

--- On Wed, 7/29/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "HauntedTheatre" <hauntedtheatre@yahoo.com>
Date: Wednesday, July 29, 2009, 3:24 PM

Hi Tom.



7/1/2010 2:40 P

Best regards,

Brian
PIH

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Thursday, July 30, 2009 8:56 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

I didn't think it was valued that high...I thought more like half that, although, I never seen any auction results for this style Dracula poster before. It is an amazing poster and the only reason I have decided to let this, and other stuff from my collection loose is that I need some cash flow, otherwise, if things were different you wouldn't be able to pry this stuff away from me with a stick.

When is the deadline that you would need it by? Of course before I send it to you we have to go over the details. I'll give you a call by next week.

Thanks,

Tom

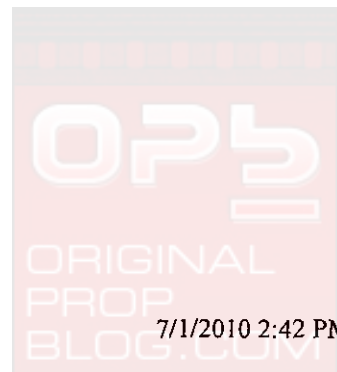
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8/10/09



--- On Wed, 8/5/09, Brian Chanes

<brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>

Subject: RE: Consignments

To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>

Date: Wednesday, August 5, 2009, 3:17 PM

Hi Tom.

We experienced difficulties with our phone system yesterday, so I hope you did not call and have trouble getting through. Our phones are back online today, but I will give you my cell number to contact me should I be out of the office on a consignment call: (310)991-0756.

Thanks and I look forward to hearing from you.

Best regards,

Brian

Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]

Sent: Monday, August 03, 2009 8:30 PM

To: Brian Chanes

Subject: RE: Consignments

Hi Brian,

Will do.

--- On Mon, 8/3/09, Brian Chanes

<brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>

Subject: RE: Consignments

To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>

Date: Monday, August 3, 2009, 3:24 PM

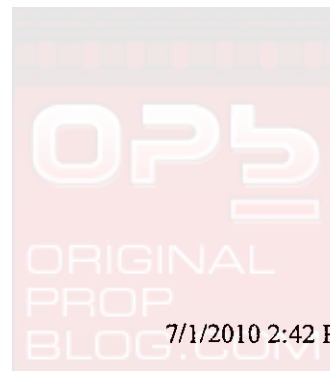
Hi Tom.

I hope you are well.

We are holding the cover for you, so it would be fantastic if you could call me as soon as possible so I can cover the details with you. My number is (310)859-7701.

Thanks for your time and I look forward to hearing from you. When you call, please tell the person who answers the phone that you are "Tom regarding Dracula" and I be sure to take the call.

8/10/09



7/1/2010 2:42 PM

On Aug 13, 2009, at 8:51 PM, "Brian Chanes" <brian@profilesinhistory.com> wrote:

Hi Tom.

Since you are very busy, I might as well tell you that we can do 0% commission for you and give you the cover. On something as nice as your piece, we can make money on the buyer's end of the transaction. Another thing to keep in mind is that our buyer's premium is 15%--the lowest in the business--which will net you, the consignor, a higher yield since most competitors now charge 25%. Buyers certainly factor in the buyer's commission when they bid. The less they have to pay commission, the higher they are willing to bid which will net you more \$\$.

I wanted to relay this to you over the phone, but I know you are very busy and I thought you would want to know.

Please contact me asap as if you are planning on going with us, we would need to know immediately since we are holding the front cover for you.

Thanks for your time and attention and I look forward to hearing from you.

Best regards,

Brian
Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Thursday, August 06, 2009 10:43 AM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

I thought it will be better if I send you images of the other posters. (see attached)

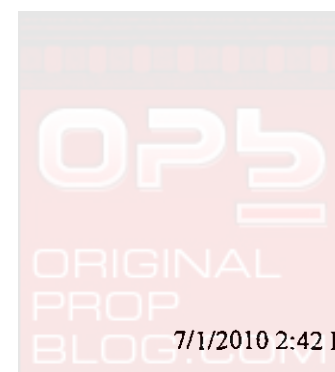
The 51 Realart Dracula one sheet is currently framed and the linen was trimmed to 1/4 inch all around the edges. That shouldn't effect the value of the poster, correct?

The 38 Frankenstein title card and 38 Dracula lobby is in near mint condition with a vintage stamp on the back. The 31 Dracula one sheet has been safely stored since its been in my possession and looks incredible and as I was told it only had minor cleaning and restoration to the borders and folds. I am currently working with one other auction house and will have decide between you and the other auctioneer. I am waiting on estimates from the other party and once I get them I'll make decision.

I have been extremely busy and will call you as soon as possible.

Thanks,
Tom

8/13/09



7/1/2010 2:42 PM

Best regards,

Brian
Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Monday, August 17, 2009 11:53 AM
To: Brian Chanes
Subject: Re: Consignments

Hi Brian,

I can overnight the posters to you this week. Let me know if that would be alright as it will take me some time to safely pack them.
Also, I'll need all the shipping info.

Thanks,
Tom

On Aug 17, 2009, at 1:05 PM, "Brian Chanes" <brian@profilesinhistory.com> wrote:

Hi Tom.

Could you please contact me, either way, concerning your posters? As I stated in my last email we are already beginning the layout phase of the catalog today and we need to know if you are going to participate.

Thank you in advance for your time and attention.

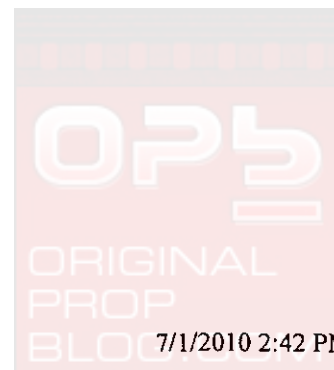
Best regards,

Brian
PiH

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Friday, August 14, 2009 3:16 PM
To: Brian Chanes
Subject: Re: Consignments

Hi Brian,

The 0% interest sounds good... Are there any other fees involved i.e. insurance, handling fees?
Would I be getting the full hammer price?
How soon would I receive the eventual proceeds?



Profiles in History

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Tuesday, August 18, 2009 4:30 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

Yes, I received your message. I'll be packing all the posters I want to consign and will bring them to Fedex tomorrow. Would you prefer I send them to you rolled in a tube or flat in a large box?

I may add to the shipment a couple posters I haven't mentioned.

I'll send you a final rundown of all the posters in the shipment.

--- On Tue, 8/18/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Tuesday, August 18, 2009, 7:24 PM

Hi Tom.

Did you receive my message from yesterday? Are the posters going to arrive this week?

Please give me a status report so I can plan accordingly with the cataloging staff to make the proper accommodations.

Thanks and I look forward to your reply.

Best regards,

Brian
Profiles in History

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Monday, August 17, 2009 11:53 AM
To: Brian Chanes
Subject: Re: Consignments

Hi Brian,

I can overnight the posters to you this week. Let me know if that would be alright as it will take me some time to safely pack them.

Also, I'll need all the shipping info.

Thanks,
Tom



7/1/2010 2:40 PM

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Tuesday, August 18, 2009, 11:42 PM

Hi Tom.

I assume the '31 Dracula is one being consigned since we are holding the cover.

That sounds great. Indeed, I think rolled in a tube makes the most sense and protects them the best.

Please send along the final rundown and I will look for their arrival on Thursday (please send the parcel via Priority Overnight so I will get them in the morning since we are so late).

Thanks and best regards,

Brian
Profiles in History

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Tuesday, August 18, 2009 4:30 PM
To: Brian Chanes
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I'll send you a final rundown of all the posters in the shipment.

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Subject: RE: Consignments
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Tuesday, August 18, 2009, 7:24 PM

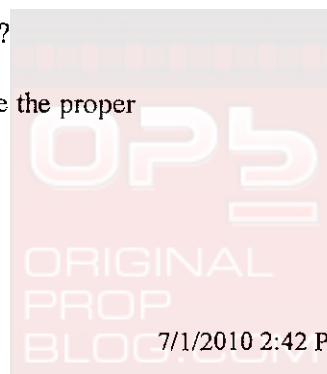
Hi Tom.

Did you receive my message from yesterday? Are the posters going to arrive this week?

Please give me a status report so I can plan accordingly with the cataloging staff to make the proper accommodations.

Thanks and I look forward to your reply.

11/18/09



From: Brian Chanes (brian@profilesinhistory.com)
To: enderslaw@sbcglobal.net;
Date: Thu, July 1, 2010 2:18:28 PM
Cc:
Subject: FW: Consignments

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Tuesday, August 18, 2009 5:55 PM
To: Brian Chanes
Subject: RE: Consignments

The posters/cards I am sending.

- 1) Dracula 31 OS
- 2) Dracula 38 lobby
- 3) Dracula 51 lobby #2

For my Frankenstein 51 half sheet Dracula 51 one sheet and 38 title card I will need a higher reserve being I paid much more for them. These items I could never replace and I don't want to take a loss. The Frankenstein HS I paid over 12k and the 38 LC 8k.

I also have some rare 70's posters, an Alien 79 advance rolled, Exorcist 73 B/W poster rolled, Eraserhead 77 US poster folded and Halloween 78 one sheet w/green ratings box that I can add to the consignment if you think they would do well. Let me know.

I may have to send some rolled in a tube and a couple flat and sandwiched in between two heavy sheets of cardboard and inside a box.

--- On Tue, 8/18/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "HauntedTheatre" <hauntedtheatre@yahoo.com>
Date: Tuesday, August 18, 2009, 11:42 PM

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That sounds great. Indeed, I think rolled in a tube makes the most sense and protects them the best.

Please send along the final rundown and I will look for their arrival on Thursday (please send the parcel via Priority Overnight so I will get them in the morning since we are so late).

Thanks and best regards,

Brian



Subject: RE: Consignments

Brian,

How about the 70's titles I mentioned? Do you also accept foreign country posters.

--- On Wed, 8/19/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "HauntedTheatre" <hauntedtheatre@yahoo.com>
Date: Wednesday, August 19, 2009, 1:07 AM

Hi Tom.

No problem, to work with you let's take all your other posters at your paid prices with zero commission so you won't lose any money.

No worries about the rolled and flat packages, but please get them here by Thursday morning and we'll be fine.

Thanks Tom and I look forward to working with you.

All the best,

Brian

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Tuesday, August 18, 2009 5:55 PM
To: Brian Chanes
Subject: RE: Consignments

The posters/cards I am sending.

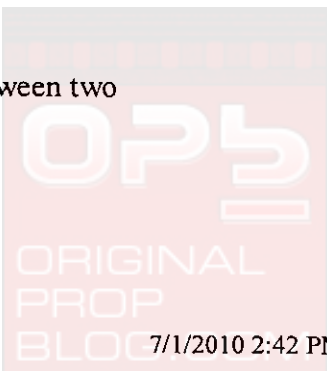
- 1) Dracula 31 OS
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- 3) Dracula 51 lobby #2

For my Frankenstein 51 half sheet Dracula 51 one sheet and 38 title card I will need a higher reserve being I paid much more for them. These items I could never replace and I don't want to take a loss. The Frankenstein HS I paid over 12k and the 38 LC 8k.

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I may have to send some rolled in a tube and a couple flat and sandwiched in between two heavy sheets of cardboard and inside a box.

--- On Tue, 8/18/09, Brian Chanes <brian@profilesinhistory.com> wrote:



Frankenstein 38 TC- 12,000
The Vampire 57 TC- 150
Alien 79 advance OS rolled- 1,200
Exorcist advance- 150
Eraserhead US poster- 700
Halloween OS- 450

All of my posters are near mint condition with the only ones with restoration are;
Dracula 51 OS- fold line touchup-few pinholes on border only.
Dracula 31 OS- fold line touchup-few border chips & pin holes- center fold separation.
Frankenstein 51 B HS- stain removed from back-this poster is rolled and in the best condition out of the three known.
The Alien advance is in excellent condition only has two border tears that can be fixed from behind with archival tape.

Also, please keep my personal information and my collection discrete as I don't want to get any calls with offers or anyone to know what I own for that matter.

Let me know when you safely receive the posters.

Thanks,
Tom

--- On Wed, 8/19/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: RE: Consignments
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Wednesday, August 19, 2009, 1:55 AM

Hi Tom.

Let's do the Alien 79 advance rolled, Exorcist 73 B/W poster rolled, Eraserhead 77 US poster folded and Halloween 78 one sheet w/green ratings box as you stated below, as well as the stated Frankenstein 51 half sheet, Dracula 51 one sheet, and 38 title card with the reserves of your desire.

We do handle some foreign titles, but we probably should maybe stop at the ten posters as stated (since it is so late in the process as it is).

Next time, for our Spring sale, we can begin much earlier and list a number of your pieces.

Does that sound amenable to you?

From: HauntedTheatre [<mailto:hauntedtheatre@yahoo.com>]
Sent: Tuesday, August 18, 2009 6:31 PM
To: Brian Chanes



Profiles in History

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Thursday, August 20, 2009 8:52 AM
To: Brian Chanes
Subject: Re: Consignments

Yes, the tracking #s are;
870447329038
870447329016

On Aug 20, 2009, at 11:07 AM, "Brian Chanes" <brian@profilesinhistory.com> wrote:

Hi Tom.

Thanks for your information and you can be sure that your personal information, as a consignor, are held in confidence. I will contact you once the packages arrive. You did send them Priority Overnight, right?

Thanks,

Brian

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Wednesday, August 19, 2009 7:46 PM
To: Brian Chanes
Subject: RE: Consignments

Hi Brian,

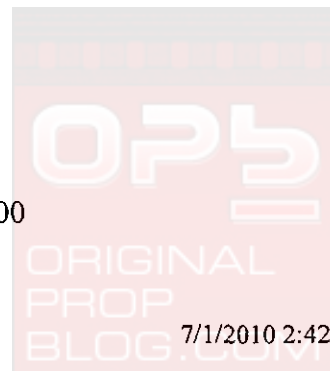
When you receive the two packages please open them very carefully, you will find inside the box sandwiched between sheets of cardboard the Frankenstein HS, Exorcist advance, Eraserhead US OS, Dracula 38 LC, Vampire 57 TC, Dracula 51 LC, Frankenstein 38 TC. Also, inside the same box you will find two poster tubes containing the Alien OS and the Halloween OS.

When you open the large tube, gently cut or remove the tape above the arrows and the top will slide off, inside are the two Dracula one sheets.

Here are the reserves I want for each poster;

Dracula 31 OS- 175,000
Dracula 51 OS- 8,000
Dracula 38 LC- 2800
Dracula 51 LC- 650
Frankenstein 51 B HS rolled- 20,000 an inferior example sold for 15,000

08/20/09



From: Brian Chanes (brian@profilesinhistory.com)
To: enderslaw@sbcglobal.net;
Date: Thu, July 1, 2010 2:19:17 PM
Cc:
Subject: FW: Consignor Forms

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Thursday, August 20, 2009 2:29 PM
To: Brian Chanes
Subject: Re: Consignor Forms

Hi Brian,

Sorry I missed your call...I'm busy at work and wasn't available to answer your call, however, yes I will fax over the signed forms first thing tomorrow morning.

I'm glad hear the pieces arrived safely as I was quite worried about them in transit.

Please take the utmost care of them.

Regards,
Tom

--- On Thu, 8/20/09, Brian Chanes <brian@profilesinhistory.com> wrote:

From: Brian Chanes <brian@profilesinhistory.com>
Subject: Consignor Forms
To: "'HauntedTheatre'" <hauntedtheatre@yahoo.com>
Date: Thursday, August 20, 2009, 7:07 PM

Hi Tom.

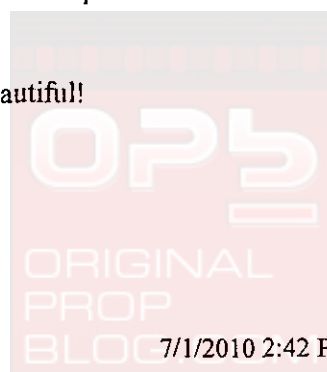
Your packages arrived in fine order and thanks for such a thorough packing job!

Attached are your consignor forms for you to print out, initial in 4 places (twice on page 2 and twice on page 3), then sign/date page 4. On the Schedule A Form simply sign/date the bottom of the page. Please fax the forms to me at (310)859-3842 or, if you prefer, you can scan & email me the signed/initialed forms as soon as possible to we can your pieces shot and described and get your Dracula on the cover, etc.

Thanks in advance for your attention to getting the forms to me and your pieces are, indeed, beautiful!

Best regards,

Brian



7/1/2010 2:42 PM

From: Brian Chanes (brian@profilesinhistory.com)
To: enderslaw@sbcglobal.net;
Date: Thu, July 1, 2010 2:20:26 PM
Cc:
Subject: FW: Receive catalog?

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

From: HauntedTheatre [mailto:hauntedtheatre@yahoo.com]
Sent: Wednesday, September 23, 2009 9:34 AM
To: Brian Chanes
Subject: Re: Receive catalog?

Hi Brian,

Yes, I received the catalog. Thanks! It looks fantastic. Sorry I missed your call. I'm at work right now.

What is the question you wanted to ask me?

On Sep 23, 2009, at 11:45 AM, "Brian Chanes" <brian@profilesinhistory.com> wrote:

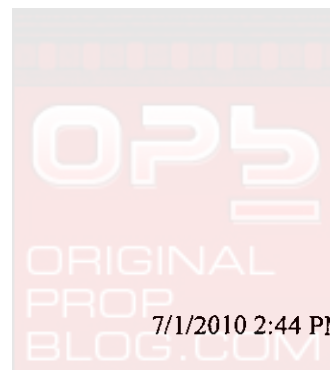
Hi Tom.

I have a quick question to ask you, so please call me asap at (310)859-7701.

By now you must have received the catalog. What do you think?

Thanks and I look forward to hearing from you very soon.

0
0
0
0



7/1/2010 2:44 PM

8/0/10



PROFILES IN HISTORY

26901 Agoura Rd., #150 - Calabasas Hills - CA 91301

Phone: (310) 859-7701 - Fax: (310) 859-3842

Auction ID - 37

Name - Thomas Rega

Consignor ID - 2900

Business Name/Professional Name -

Contract Date - August 20, 2009

Address 1 - 31 Crescent Ave.

Appr/Rep -

Address 2 -

Resale No.

City/State - Waldwick, NJ

Drivers License No -

Zip/Country - 07463

Use of Name -

NoXX

Home Phone - 201 214 7133

Use of Business/Professional Name - NoXX

Business Phone/Fax -

NOTE:

Email - hauntedthentre@yahoo.com

CONSIGNOR FEE - Zero (0%) Percent all-inclusive. No additional fees, including no buy-back charges. Profiles in History to pay for insurance, lotting, photography and cataloging expenses.

SPECIAL INSTRUCTIONS - Zero (0%) commission charged to consignor. Consignor to receive entire final bid price. 1931 Dracula 1-sheet to be featured on the cover of auction catalog.

MASTER CONSIGNMENT AGREEMENT

THIS DOCUMENT IS A LEGALLY BINDING AND ENFORCEABLE AGREEMENT BETWEEN THE CONSIGNOR AND PROFILES IN HISTORY ("PROFILES"). IT SETS FORTH ALL OF THE TERMS AND CONDITIONS OF AGREEMENT BETWEEN THE PARTIES. BY CONSIGNING ANY PROPERTY WITH PROFILES, THE CONSIGNOR REPRESENTS AND WARRANTS TO PROFILES THAT HE OR SHE HAS THOROUGHLY READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREIN, INCLUDING ANY AND ALL MATTERS INCORPORATED HEREIN BY REFERENCE, AND THAT HE OR SHE IS IN FULL AGREEMENT THEREWITH AND AGREES TO BE BOUND THEREBY.

NO CONSIGNMENT MAY BE MADE TO PROFILES IN ANY MANNER UNLESS THE CONSIGNOR REPRESENTS AND WARRANTS TO PROFILES THAT HE OR SHE HAS FULLY REVIEWED AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. WITHOUT SUCH REPRESENTATION, WARRANTY AND AGREEMENT, PROFILES WOULD NOT ACCEPT ANY CONSIGNMENT.

Consignor and Profiles agree that this agreement is entered into in Los Angeles, County, California, which is where the agreement is to be performed and the consignment and auction to take place, no matter where Consignor or the property to be consigned is situated and no matter by what means or where Consignor was informed of the possibility of consigning property to Profiles, and regardless of whether catalogs, materials, or other communications were sent and/or received by Consignor in another location, and regardless of where the property to be consigned was located prior to its being sent to Profiles. Both Profiles and Consignor agree that any disputes under this agreement, the subject matter hereof, the entering into, or any aspect of the consignment or auction, shall be exclusively governed by California law, and that any and all claims or actions shall be brought and maintained only in Los Angeles County, California in a State or Federal Court to the exclusion of any other forum, venue, locale or jurisdiction. All parties submit to such jurisdiction. Both Consignor and Profiles agree that these provisions are intended to be binding on all parties and that they shall solely control choice-of-law, forum, venue and jurisdiction in the event of any dispute specifically including third party claims and cross-actions brought by either Profiles or Consignor, and that absent such agreement, Profiles would not accept any consignment from Consignor. Any violation of the terms of this Paragraph shall entitle the affected party to all expenses incurred as a result thereof, including investigation fees and costs, reasonable attorney fees and litigation costs in addition to all other available remedies, all of which remain reserved. The parties agree that Profiles shall be entitled to present this agreement to a court in any jurisdiction other than set forth in this paragraph as conclusive evidence of the parties' agreement, and the parties further agree that the court shall immediately dismiss any action filed in such jurisdiction. Notwithstanding any other provision herein, the prevailing party in any claim, dispute or litigation between the parties shall be entitled to an award of reasonable attorney fees and costs of litigation.

1. **The Consignment.** Consignor (hereinafter "you") authorizes Profiles (hereinafter "us" or "we") to, and we agree to, offer the personal property consigned by you and listed on Schedule "A", whether or not attached hereto (the "property") for sale at auction and as otherwise provided herein subject to and in conformity with all of the terms and conditions herein. You agree to transfer possession of the property to Profiles no later than three (3) business days after entering into this consignment agreement.

2. **Agency.** Profiles' role in the offering of property consigned is solely as your agent. This agreement sets forth the scope and extent of your authorization with regard to our agency which agency shall be revocable only in conformity with and subject to all of the terms and conditions of this agreement.

3. **Conditions of Sale.** The CONDITIONS OF SALE, a current copy of which is attached hereto as Exhibit "A", is the form of agreement between the bidder/buyer and us. (The actual CONDITIONS OF SALE may not be identical to Exhibit "A".) You acknowledge that you are not an express or intended beneficiary of any term or condition contained in the CONDITIONS OF SALE, and you warrant your understanding and agreement that none of the bidder's/buyer's or our rights, remedies or obligations under the CONDITIONS OF SALE are intended to or shall inure to your benefit.

PROP
BLOG.COM
Ex 2

4. **The Auction.** We will offer the property at a date, time, place, and manner to be determined by both parties. We shall not be liable to any consignor in the event of such postponement or cancellation under any circumstances. We reserve the right to refuse to accept bids from anyone. Prior to the scheduled auction, we will send you any catalog in which the property you consign appears, together with a statement identifying the consigned property. You hereby irrevocably authorize Profiles, at Profiles' sole discretion, in prepare and publish all descriptions, images, and all references to the property in the catalog including but not limited to size, font, placement, image, description, and all other aspects of the property description or references as contained in the catalog. We cannot be liable for any errors in the description or other representation of the property. You authorize us to use your name, either business/professional or actual, photograph and/or likeness as seller of the property for purposes of publicizing any sale in which the property is offered unless you initial the appropriate space above. We will use your actual name unless you instruct us to use your business/professional name in the appropriate space above. We reserve the right to group one or more items in each selling lot at our sole discretion. We also reserve the right to photograph, videotape or otherwise record and exhibit the article for advertising purposes before, during and after the auction. No sale will be deemed complete ("Completion of Sale") unless and until the buyer has made final and full payment of the Purchase Price as defined in the CONDITIONS OF SALE to us by any approved form of payment and such payment has fully cleared.

5. **Commissions.** (a) **Successful Sale.** You agree to pay us, as compensation for our services, a commission out of the successful bid of each individual auction lot equal to ten percent (10%) of the Final Bid Price as defined in the CONDITIONS OF SALE. You also agree that we shall be entitled to receive, and you authorize us to collect from the buyer an additional fifteen percent (15%) to eighteen percent (18%) of the Final Bid Price as set forth in the CONDITIONS OF SALE for each auction lot sold as an additional commission (Buyer's Premium) which shall be retained by us for our exclusive benefit. T.B. Initial here.

(b) ~~Brought-In Fee.~~ Should any lot be brought-in, shall a commission for our services be entitled (and you agree to pay to us a commission of ten percent (10%) of any amount under \$500.00 and five percent (5%) of any amount in excess of \$500.00). Initial here.

(c) ~~Pre-Authorized Sale.~~ In conjunction with Internet Partner for Online Auctions, shall we elect, in our sole discretion but with your pre-authorization, to offer any or all lots for auction to an Internet partner such as eBay, you agree to pay us, as compensation for our services, a commission out of the successful bid of each individual auction lot equal to twenty-five percent (25%) of the Final Bid Price for each such auction. You acknowledge your understanding that the commission in the greater commission is that shall be paid without Buyer's Premiums from auction with Internet partners. Any lot offered for auction via a non-Internet partner shall be authorized by you and identified separately on Schedule "B" hereto. Initial here.

6. **Other Charges and Expenses.** In addition to the commission set forth in above, you agree to pay to us the following charges:
 i. ~~Listing charges of \$24.00 per item;~~
 ii. ~~Catalog charges of \$20.00 per item for black and white photographs or \$45.00 per item for color photographs;~~
 iii. ~~Special catalog illustrations, charges to be determined;~~
 iv. ~~Special advertising, expertise, restoration and/or repair to put the property in proper condition for sale, charges to be agreed upon your approval of estimated cost;~~
 v. ~~Transport and handling of items including packing and handling and insurance, charges to be determined;~~
 vi. ~~Insurance premiums should you not elect to use the required minimum insurance set forth elsewhere in this agreement;~~
 vii. ~~Photography and other reproduction rights, charges to be agreed upon;~~
 viii. ~~Service charge of ten percent (10%) of the total expenses paid or incurred by us.~~

~~We warrant to special catalog illustrations, and retain all rights, including copyright and other intellectual property, in books, prints, plates, negatives, transparencies, and storage devices of any kind, and the right of reproduction thereof.~~ Initial here.

7. **Settlement of Account.** Thirty business days (excluding Saturdays, Sundays and holidays) after the "Completion of Sale" of any property (the "Settlement Date"), we will mail to you the net proceeds received and collected by us, after deducting authorized commissions, premiums, other charges and expenses, attorney fees and legal costs and expenses as provided for in this agreement, sales taxes and any other taxes or assessments imposed by law provided that no claim has been made against any of the property or the proceeds of sale. If we receive notice of a claim made against any of the property and/or the proceeds of sale asserted by a third party, regardless of whether such claim is ultimately determined to have merit, we may choose to hold the property and/or proceeds of sale until a court directs us in how to proceed or we may conduct a conditional auction of the property pending resolution of such claim. In our discretion, we may file an interpleader action to achieve such determination. You agree that any conditional sale as set forth above or the holding of the property and/or proceeds under such circumstances will not constitute a breach of any duty to you whether by contract or otherwise, a conversion or any other actionable wrong. If the buyer does not pay all or part of the Purchase Price, and we do not mutually agree on another course of action, we reserve the right at our sole election to either cancel the sale and return the property to you or to take any other action authorized hereunder. You also authorize us, in the event of the buyer's non-payment, at our sole election and on such terms as we deem reasonable, to resell any such property at auction or privately, and, as your agent, to employ such means (including but not limited to legal process, proceedings, and settlement) in our and/or your names to recover sums to which you and/or we may be lawfully entitled, and you hereby grant us a power of attorney to employ such means, such power irrevocable and coupled with an interest. All expenses incurred hereunder whether based on buyer's non-payment or a third party claim or any other expenses arising out of your actual or alleged breach of warranty under this agreement, including attorney fees and court costs, shall be deducted in addition to all other allowable deductions from all gross amounts prior to allocating remaining funds, if any, to you. T.B. Initial here.

8. **Unsold Property.** All unsold property must be picked up by you or your sole expense within fourteen (14) days of our notification to you, and upon your pick-up, all risk of loss or damage to the property will be yours. We will give such notification to your address as set forth on this agreement and you agree that giving such notice to such address is proper notification whether or not the notification is actually received by you. If you do not pick up the unsold property within said fourteen days, you will bear all risk of damage or loss to the property. Profiles will not be responsible for any loss or damage to the property, and Profiles shall have no obligation whatsoever to maintain the property free from loss or damage. If not picked up within said fourteen days, Profiles will store the property off-site at your sole expense. If you do not pick up the property within ninety (90) days of such notification, Profiles may sell the property at public auction or by any other means for Profiles' account, and you hereby waive all notice requirements with regard to any such sale. Any such auction or sale shall be without reserve, at Profiles' standard commission rate, with proceeds first applied to indebtedness to Profiles, second to expenses incurred by Profiles, and third, if any, to you or held by Profiles for your account. Notwithstanding any other provision herein, if you do not pick up the property or proceeds, if any, held for your account within one year of the notification to you, you are deemed to have abandoned any right, title or interest in or to the property or proceeds, and Profiles shall become the full owner of such property and/or proceeds with all rights accorded.

9. **Post-Auction Sales.** You hereby authorize us to, within sixty (60) days after the auction, offer for sale any lot that failed to reach its reserve and which was brought-in for your account, privately, via the Internet, through an Internet partner, and/or by any other lawful means. Should there be a successful post-auction sale under the terms of this paragraph, we will mail to you the net proceeds (in the same manner and using the same definitions and deductions as if the sale occurred at the auction) by the Settlement Date so long as the sale price meets or exceeds the reserve that was set for such lot. We shall make the determination, in our sole discretion, of whether to make post-auction offer for sale under this paragraph, and nothing herein shall obligate us to offer any lot for any post-auction sale.

10. Reserves. Each lot may be offered subject to a "reserve". Unless Profiles and you have mutually agreed in a writing signed by Profiles and you within 21 days prior to the auction date on a reserve price equal to and above which price the item is to be sold, Profiles is hereby authorized by you to irrevocably set and shall irrevocably set the reserve at one-half of the pre-sale estimate as determined solely by Profiles published in the auction catalog. In no event shall such reserve be in excess of the range of our published pre-sale estimate. We may sell the property at a price below the reserve, at our option, provided that we pay you on the Settlement Date, the net amount which you would have been entitled to receive had the property been sold at the reserve. Neither you nor any principal or agent acting on your behalf may bid on any of the property you consign, all bids to protect your reserves, if any, will be made by our representative as your agent. Any violation of this section by you, your principal or agent will be a breach of this agreement. Should you, your principal or agent violate this section and become the successful bidder on your property, we may, in addition to or in lieu of any other rights or remedies which we may have, (1) return the property to you in exchange for the commission due us, the buyer's premium, and all applicable charges and expenses, or (2) sell the property without reserve in order to recover the commission due, the equivalent of the buyer's premium, and all other applicable charges and expenses. In all cases, we shall be entitled to recover and/or deduct all expenses associated with your breach of this agreement including attorney fees and court costs.

11. Withdrawal. Once this agreement is executed by you, you may not withdraw any lot or property for any reason; we have the exclusive, irrevocable right to sell such lot or property under the terms of this agreement for the prescribed duration. We may withdraw any lot or property for any of the following reasons: (1) we have reason to believe there is doubt or a question as to title, authenticity, authorship or attribution; (2) we have reason to believe that any of your representations concerning the property are untruthful or otherwise inaccurate; (3) we have reason to believe that you have breached or that you will breach this agreement; (4) we have reason to believe that it is likely that offering or selling the property or lot will subject you or us to liability. In the event of withdrawal under the terms of this paragraph by either party, you will pay to us all proceeds to which we would have been entitled had there been a Completion of Sale including but not limited to (i) all commissions including the buyer's premium based upon the mean of our pre-sale estimates, (ii) the "Other charges and expenses" provided for in this agreement, and (iii) to the extent not otherwise recovered, our out-of-pocket expenses incurred in connection with the proposed sale. You acknowledge and agree that we would be substantially damaged by a withdrawal under this paragraph, that actual damages would be virtually impossible to determine, and that the damage provisions herein are therefore necessary to provide for compensation to us in the event of withdrawal. Upon full payment hereunder, we will release the property to you. In Profiles' sole discretion, Profiles may elect to not withdraw the consigned property but to instead conditionally offer the consigned property at auction subject to resolution of any matters affecting title. In such event, you will be responsible and liable for all costs and expenses, attorney fees and costs, investigation fees and costs, including such fees and costs incurred in any litigation, and Profiles reserves the right to discontinue any such litigation if Profiles determines in its sole discretion that such litigation is not cost-effective or that it exposes Profiles to liability. TR Initial here

12. Warranties. (a) Consignor. You represent and warrant under penalty of perjury to us and to the buyer and to any other interested person or entity that you have the sole and exclusive right to consign the property for sale, to enter into this agreement, to perform all obligations hereunder and to accept all benefits hereunder, that the property is and shall until Completion of Sale remain free and clear of any liens, encumbrances or third party claims, actual or contingent, that you hold sole, exclusive, good and valid title to the property that will pass to the buyer upon sale, that there are no restrictions on our right to offer the property at auction or your right to accept the net proceeds from the sale of such property, or our right to reproduce photographs of the property or to otherwise depict the property, and that you have fully disclosed all known information to us which could affect the sale of the property, the receipt by you of the net proceeds from the sale of the property, or the value of the property including its provenance, authorship, origin, and the like. You also represent and warrant under penalty of perjury that you have disclosed (1) all facts, details, paperwork and other evidence of your acquisition of the property including the acquisition date, from whom you acquired the property, and the manner in which you acquired the property, and (2) the facts and details concerning all attempts by you or on your behalf to sell or otherwise transfer the property during the past 12 months including but not limited to person-to-person directly, through an agent, by consignment to public and/or private auction, and/or by placement on eBay or other auction sites, and the results of those attempts including withdrawals, non-acceptance or cancellations of offers or bids. You agree to defend, indemnify and hold us, and the buyer harmless from any and all claims, losses, actions, damages, and expenses including but not limited to, investigation fees and costs, attorney fees and court and all other costs arising out of claims of ownership or the right of possession to any of the property, any alleged breach by you of any obligation, representation or warranty hereunder, which representations and warranties shall survive completion of all transactions contemplated by this agreement along with the indemnification obligations hereunder. You hereby authorize us to assign to the buyer any and all rights we may have against you in the event of a claim by the buyer based upon a breach of any of your warranties hereunder and the buyer shall have a direct right of action against you either by reason of the assignment or as an express third party beneficiary of this agreement. You hereby grant us a security interest in the consigned property to secure any sums due to us; you agree to furnish us with any documents required to perfect such interest, and you agree that you intend for us to have all rights that a secured party may have under law. In addition, and without limiting any of our remedies hereunder, we have the full right to deduct any and all losses, fees and expenses incurred by us resulting from a claim of ownership or right to possession asserted by a third party, whether or not such claim is determined to be valid, including all attorney fees and court costs incurred as a result of such claim being asserted. In the event that any such losses, fees and expenses incurred by us exceed the net proceeds to which you would normally be entitled, we shall have the right to recover such losses, fees and expenses from you in addition to any other remedies Profiles may have. TR Initial here.

(b) Procedures - Breach of Warranty. Notwithstanding the foregoing, in the event that the buyer proves in writing to our satisfaction that there was a breach of your warranty of title concerning a lot purchased by the buyer or of any other warranty made herein, we shall make demand upon you to pay to the buyer the Purchase Price (including any premiums, taxes, or other amounts paid or due to us). Should you not pay the Purchase Price to the buyer within thirty days after such demand, we shall disclose your identity to the buyer and assign to the buyer all of our rights against you with respect to such lot or property. Upon such disclosure and assignment, all of our responsibilities and liabilities, if any, to the buyer with respect to said lot or property shall automatically terminate. In any case, we shall be entitled to retain the premiums and any other amounts which we have the right to retain as compensation for services already rendered, and the compensation and/or reimbursement to the buyer shall be your sole responsibility and liability.

(c) No Additional Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT PROVIDE ANY WARRANTIES TO CONSIGNORS, WHETHER EXPRESS OR IMPLIED, AND WE SPECIFICALLY DO NOT GUARANTEE OR WARRANT THAT ANY PROPERTY OR LOT CONSIGNED WILL SELL FOR THE RESERVE PRICE OR FOR ANY PRICE. In that regard, catalog pre-sale estimates and any other matters prepared by us and printed in the catalog and provided to bidders are intended as guidelines for prospective bidders only, and not representations or warranties of anticipated selling prices of any lot or property. All estimates, appraisals, descriptions, and statements by us, whether or not combined in the catalog or other materials prepared by us or on our behalf by third parties, and whether written or oral, are statements of opinion only, and shall not be relied upon by you as a prediction of actual selling price or any other type of guaranty, representation, or warranty. Notwithstanding the foregoing, we and the bidder/buyer are entitled to rely upon any representations and warranties provided by you elsewhere in this section.

13. Unauthorized Statements. Under no circumstances is any employee, agent or representative of Profiles authorized by us to modify, amend or contradict any of the terms or conditions of this agreement, any warranty or limitation or exclusion of warranty, or any other documents issued by us except in a writing signed by all parties. Any statements, oral or written, made by our employees, agents or representatives to any consignee, including statements regarding specific lots, even if such employee, agent or representative represents that such statement is authorized, unless reduced to a writing signed by all parties, are statements of personal opinion only and are not binding on Profiles, and under no circumstances shall be relied on by a consignee as a statement, representation or warranty of Profiles.

~~I, the undersigned, hereby agree to bear all risk of loss of the property while in my possession or in transit to and from my premises. You agree that in the event that you have a claim of loss or damage, you shall not make or direct any such claim against me. If you wish to arrange for and procure your own insurance for the property while in my possession and in transit to and from my premises, you must deliver to us (1) a signed, written statement that you knowingly and voluntarily release me from any and all liability for loss or damage to the property regardless of cause, and (2) a valid, current certificate of insurance naming me as additional insured to at a minimum, the extent of my commission and a portion of the policy. If you do not provide us with the written notice and certificate of insurance, you will remain responsible for all risk of loss or damage to the property against "all perils" (subject to the exclusions therein) while in our possession for the value of the property in a ratio which shall be 1:50% of the Purchase Price or our actual costs for such insurance, whichever is greater. In no event will we be liable for any risk, loss or damage to any of your property which is not covered by insurance including, but not limited to, our commission, restorers and other third-party independent contractors, normal wear and tear, inherent condition or defects in the property or the event beyond our control including act of God, strike, insurrection, and war. You further agree that under no circumstances shall we be liable for any loss or damage in an amount greater than our pre-sale estimate(s) at the time of loss or damage or if the property has been sold, the Fair Market Price. We do not intend to be liable for incidental, special, indirect, exemplary or consequential damages of any kind, including but not limited to loss of profits, value of time, investment or opportunity cost. All unloading, packing and transport is at your sole expense and risk.~~

15. **Enforceability of Contract by Consignor.** In addition to any other remedies which Profiles has either by virtue of this agreement or by law, in the event of a material breach of this consignment agreement by you, Profiles shall be entitled to collect from you, the full commission owed, the amount of the buyer's premium, all costs and expenses incurred by Profiles, including investigation fees and costs and attorney fees and costs incurred by Profiles including but not limited to fees and costs incurred during the course of litigation.

16. **Notices.** All notices shall be deposited in the U.S. mail, postage-prepaid addressed to the parties at the addresses set forth on this agreement, and shall be deemed delivered on the third day following such deposit.

17. **Headings.** Headings are for convenience only and shall not be used to interpret the substantive sections to which they refer.

18. **Legal Status.** If in executing this agreement, you are acting as an agent on behalf of a principal, you must initial "Agent" and write out the full legal name of the principal, which will constitute your agreement on behalf of both yourself and the principal, that you and the principal jointly and severally assume all obligations and liabilities hereunder. If you are acting on behalf of an entity other than a natural person (e.g., a corporation), you must initial "Other Entity" and write out your title and the full legal name of the entity you are executing on behalf of, which will constitute your agreement to bind that entity and to provide us with other documentation which we may require.

19. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties together with any exhibits, schedules or addenda incorporated by reference herein. They may not be amended, modified or superseded except in a signed writing executed by all parties. This Agreement shall be binding and enforceable on the signatory parties and all heirs, successors, assigns, beneficiaries, executors, and principals (where executed by an agent on behalf of said principal). No oral or written statement by anyone employed by Profiles or acting as agent or representative of Profiles may amend, modify or supersede the terms herein unless such amendment or modification is contained in a writing signed by all parties. If any of these terms and conditions are for any reason deemed invalid or unenforceable, the remaining portions shall remain fully enforceable without regard to the invalid or unenforceable provisions.

I represent under the penalty of perjury that I have read, agreed to and acknowledged receipt of a copy of this agreement, and that all statements, representations and warranties made by me are true and correct. Date 8/20/09

Consignor Thomas Rega

Print Name THOMAS REGA

I am acting as an agent (initial) or am authorized to sign on behalf of a corporation or other entity (initial).

PROFILES IN HISTORY

By _____

Print Name _____

8/20/09

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PROFILES IN HISTORY

26901 Agoura Road, Suite 150, Calabasas Hills, CA 91301
Tel: 310.859.7701 Fax: 310.859.3842

CONSIGNOR ID: **2900**

NAME: Thomas Rega

ADDRESS: 31 Crescent Ave.

Waldwick, NJ 07463

PHONE: 201 214 7133

CONSIGNOR AGREEMENT **"SCHEDULE A"**

AUCTION 37

#	DESCRIPTION (incl. any encumbrances affecting the article)	TAG	COA	REF	RESERVE	ESTIMATE
	All are near mint condition with the only ones with restoration are noted accordingly.					
01	Dracula 51 OS- fold line touchup-few border chips & pin holes- center fold separation.				\$175,000	
02	Dracula 51 OS- fold line touchup-few pinholes on border only.				\$8,000	
03	Dracula 38 LC-				\$2,800	
04	Dracula 51 LC-				\$650	
05	Frankenstein 51 B HS rolled- stain removed from back-this poster is rolled and in the best condition out of the three known.				\$20,000	
06	Frankenstein 38 TC-				\$12,000	
07	The Vampire 57 TC-				150	
08	Alien 79 advance OS rolled- in excellent condition only has two border tears that can be fixed from behind with archival tape.				\$1,200	
09	Exorcist advance-				\$150	
10	Eraserhead US poster-				\$700	
11	Halloween OS-				\$450	

Property listed on this "Schedule A" is hereby consigned to "PIH" and subject to all the terms & conditions contained in that certain Master Agreement executed by the Undersigned.

CONSIGNOR: Thomas Rega

PROFILES IN HISTORY: _____

DATE: 8/20/09

DATE: _____

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PROFILES IN HISTORY

HOLLYWOOD

AUCTION 37

DRACULA



The story of the strangest passion the world has ever known!

with
BELA LUGOSI · DAVID MANNERS · HELEN CHANDLER
DWIGHT FRYE and EDWARD VAN SLOAN
ALFRED BROWNING'S PRODUCTION

PLAY IT AGAIN! STORY BY J. M. HARRIS A UNIVERSAL PICTURE PRODUCED BY ALFRED BROWNING

OCTOBER 8-9, 2009

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DRACULA

*The story of the strangest passion the
world has ever known!*

526. **DRACULA ONE-SHEET POSTER.** (Universal, 1931) Bela Lugosi's version of the iconic Bram Stoker novel is considered to be the definitive film adaptation. This incredibly rare 27 in. x 41 in. one-sheet style-B stone lithograph image of Dracula peering through a spider web with his hypnotic gaze is the quintessential poster for Tod Browning's 1931 Universal horror film. Indeed, Universal chose this image as the cover for their Pressbook distributed to theatre owners to complement the film's debut. This example is one of only three of this style known to exist. Another copy of this very poster is being offered publicly for \$950,000! This poster is on linen possessing bold colors with slight touch up with colored pencil on fold lines and some restoration on the borders and title. Very fine. Comes with a full restoration report and COA from John Davis at Poster Mountain. \$200,000 - \$250,000

8/3/10

