

June 10, 2020

Wainscott, NY 11975  
Attn: Tripoli Patterson

NY Re-Sale # 26-3033793

Consignment Agreement

Dear Mr. Patterson:

The following sets forth the agreement between M Gallery Inc. ("M") and Matelli ("Matelli") to from June 10, 2020 to September 1, 2020.

1. Consignment – M shall deliver on consignment to i Patterson seven works by Matelli as such works are described on the Invoice on Consignment annexed hereto (such work being hereinafter referred to as the "Matelli Works").

Tripoli Patterson shall use its best efforts to sell the Matelli Works. Unless sold, the Matelli Works consigned to Tripoli Patterson shall at all times remain at the Tripoli Patterson location indicated above.

If unsold, the Matelli Works will have to be returned to Marlborough by September 15, 2020.

2. Packing and Shipping – Before any arrangements for transporting the Matelli Works are made, Tripoli Patterson will provide a completed New York State Tax Resale Certificate to Marlborough. The Matelli Works shall be packed in a professional manner by qualified art movers for transport from Marlborough to Tripoli Patterson and from Tripoli Patterson to Marlborough, at the end of the consignment period. Tripoli Patterson shall select the art movers and shippers, subject to the approval of Marlborough, not to be unreasonably withheld, and Tripoli Patterson shall be responsible for and pay all costs and expenses related to the packing and shipping of the Matelli Works.
3. Sales Price – Tripoli Patterson shall offer the Matelli Works for sale at the price set forth in the Invoice on Consignment ("Sales Price").