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CONSIGNMENT AGREEMENT

This **CONSIGNMENT AGREEMENT** is made as of the 12th day of May, 2009, between [REDACTED] A, Inc., a New York corporation, with its principal place of business at 33 East 33rd Street, 1203, New York, New York 10016 (hereinafter the "Consignor"), and [REDACTED] Inc., a New York corporation, with its principal place of business at 31 East 32nd Street, New York, New York 10016 (hereinafter the "Consignee"). Consignor and Consignee are the "parties" to this Agreement and each a "party" hereto.

WHEREAS, Consignor is in the business of selling oriental carpets and rugs, which rugs are more specifically detailed on the attached Schedule "A," incorporated herein by reference (hereinafter the "Consigned Rugs"), which are to be consigned to Consignee; and

WHEREAS, Consignee is a dealer in oriental carpets and rugs, and sells and trades, among other things, merchandise, rugs, carpets, and other merchandise owned by, or consigned by others to, the Consignee; and

WHEREAS, the parties hereto desire that the Consignor deliver to the Consignee, on a consignment basis, the Consigned Rugs to be offered for sale by the Consignee in the usual and ordinary course of its business, upon these terms and conditions.

NOW THEREFORE, in consideration of the premises, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM: This Agreement shall commence as of the day and year first above written and continue for a term of Five (5) years (the "Initial Term"), ending on the fifth (5th) anniversary of the date hereof. This Agreement shall be automatically renewed for a second term of Five (5) years, beginning on the day following the fifth (5th) anniversary of the date hereof and ending on the tenth (10th) anniversary of the date hereof, unless either party hereto serves written notice of intent to terminate this Agreement delivered to the other party on or before the four and a half (or six months after the fourth anniversary - 54 months) anniversary of the date of this Agreement. In that event, this Agreement shall terminate on the fifth (5th) anniversary of the date hereof at the end of the Initial Term. Upon the termination of this Agreement at any time, the Consignor shall within ninety (90) days of such termination date retrieve and remove the remaining Consigned Rugs. This notice shall be deemed to be duly given if and when sent to the other party at its address above by certified mail, return receipt requested, or by forwarding same simultaneously by fax, having written confirmation of delivery, and regular mail, or by reputable overnight delivery service such as Federal Express.

2. CONSIGNMENT: Consignor shall deliver to Consignee the Consigned Rugs listed on Schedule A, and Consignee shall receive and accept possession of such Consigned Rugs upon the terms and conditions herein. Consignee shall be solely responsible for