

EXHIBIT A

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CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is made effective as of November 22, 2023, between Bryan Mansell, of [REDACTED], Salem, Oregon [REDACTED] ("Mansell"), and Bricks & Minifigs - Salem/Keizer, of 3670 River Rd N, Keizer, Oregon 97303 ("Bricks").

The parties agree as follows:

I. RIGHT TO SELL. Mansell owns a large collection of retired Star Wars Lego sets and minifigures (New Unopened/Used) ("Star Wars Legos") as catalogued and set forth on the attached Schedule I of this Agreement. In accordance with this Agreement, Mansell grants Bricks an exclusive right to sell the Star Wars Legos under the terms of this Agreement. Mansell agrees to deliver to Bricks, on consignment, the Star Wars Legos. Bricks agrees to devote its best efforts to the sale of the Star Wars Legos. All sales prices and terms of sale shall be determined by mutual consent of the parties.

II. PROCEEDS OF SALES. Bricks will pay to Mansell a portion of the sales proceeds which shall be calculated as follows: 65 percent of the proceeds from the gross sale price of the Star Wars Legos, unless otherwise agreed on Schedule II of this Agreement. The amount determined in the previous sentence shall be paid to Mansell in monthly installment(s) on or before the fifteenth day following the installment period in which the proceeds were obtained. With each net proceeds payment, Bricks will submit to Mansell a written report, the form of which is set forth on Schedule III of this Agreement that sets forth the calculation of the amount of the net proceeds payment, inventory sold to date and remaining inventory. Notwithstanding this Section II, it is agreed between Bricks and Mansell that with respect to proceeds obtained from forfeited layaway deposits or proceeds generated from gift cards, store credit or trade ins (collectively, "Alternative Compensation") will be due and paid six months following the date of Brick's receipt of the Alternative Compensation.

III. RECORDS. Bricks shall keep accurate records regarding the quantities of the Star Wars Legos that are sold. Bryan Mansell shall have the right to inspect such records and the remaining inventory from time to time.

IV. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of Mansell until sold.

V. LOSS AND INSURANCE. Bricks agrees to store the Star Wars Legos in a manner customary in the industry to prevent damage to the Star Wars Legos and its packaging. Bricks shall be responsible for all shortages, loss, or damage to Star Wars Legos, while the Star Wars Legos are under the control of Bricks and

represents and warrants that it has purchased insurance sufficient to cover the loss or damage of the Star Wars Legos due to, without limitation, fire, flood, theft or vandalism. Brick covenants it shall maintain such insurance in adequate amounts to pay for replacement of the merchandise in the event of such shortages, loss, or damage for the duration of its possession of the Star Wars Legos.

VI. PAYROLL TAXES. Bricks shall be exclusively liable for, and shall indemnify Mansell against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by Bricks in connection with the performance of this Agreement.

VII. DEFAULTS. If Bricks fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to Mansell when due, Mansell shall have the option to cancel this Agreement by providing 14 days' written notice to Bricks. Bricks shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

VIII. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

X. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

XI. TERMINATION. This Agreement may be terminated by either party by providing 30 days' written notice to the other party. This Agreement shall terminate automatically on January 31, 2025; provided that any amounts due to Mansell under this Agreement, including any unpaid proceeds from sales and any unpaid losses pursuant to Section V above shall continue to be due and shall be paid within 30 days of the termination date. To the extent there are proceeds derived from Alternative Compensation within six months of termination, such compensation will be paid by Bricks to Mansell within six months following Brick's receipt of the Alternative Compensation. All unsold Star Wars Legos shall

be returned to Mansell within 10 days of termination of this Agreement in its original condition.

XII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

XIII. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

XIV. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XV. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVI. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oregon.

XVII. SIGNATORIES. This Agreement shall be signed by Bryan Mansell and on behalf of Bricks & Minifigs - Salem/Keizer by Chrystal Law, Owner. This Agreement is effective as of the date first written above.

Consignor:

By:

Date:

Bryan Mansell

Consignee:

Bricks & Minifigs - Salem/Keizer

By:
Chrystal Law
Owner

Date:

Schedule I

Star Wars Legos

Inventory

The PDF file contains all Lego Star Wars Sets, but does not include individual minifigures which are forthcoming

Schedule II
Special Pricing

- Single Sets/figures sold for more than \$999.99 US, would raise the store percentage from 35% to 40%.

Schedule III
Form of Accounting of Sales Report