

latie

MEMORANDUM
DJ 205192 DJ

	F	50 West 47th St, Suite 20N										
		International Gem Tower	e m		Title: R. T. Jewelex							
	m	New York, NY 10036 Consignee Company Name: (Legi								Please)		
		T: 800.233.1155	-	Govt Issued Registation No:								
F: 212.883.9532 Business Address: 728 Sqn 50									_	THE 1		
1		E: sales@simplexdiam.com		CityPhiladephia State: PA Zip: 19/06								
1		www.simplexdiam.com		Telephone: Facsimile:								
١		Tox Id: 13-3218259		Email:								
1		Service Rep:	(19 <sup>2</sup> - 19	Would up	or or the same of	ceive e-n	eusletters:	Yes	No			
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		To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict				12.20		82,864.00				
		and in compliance with the United Natio	ons resolut	tions. SimplexDiam states	1856, U.S. 181	- Na	4	31	1			
		that the diamonds are conflict free base written guarantees provided by the sup	the state of the s	onal knowledge and/or		rms  Sold  I provided and as well as e 20N, and ally onditionally onts of g entitled endent,						
		USA PATRIOT ACT COMPLIANCE. The below under signed signatory			G. Totals			Care Branch				
		("Signer") confirms for Signer and Cons										
		or will provide all other documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as										
		the Consignment Agreement Terms of Agreement on the back hereof.										
		Is this Company AML (Anti-Money Laundering) compliant pursuant to the USA Patriot Act if registered within the US or pursuant to International Law if registered outside the US?										
		This document includes a CONSIGNMENT AGREEMENT between SIMPLEXDIAM INC., a New York corporation with an office at 50 W. 47th Street, Suite 20N,										
		New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly										
		authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally										
		personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled										
		to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent,										
	6	obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.										
		ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PRYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS										
		On the back of this document and agree to the terms and conditions.										
		HILHITE OFFICE IRLUS INVENTORY I DINK CUSTOMER										

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, jewelry related products and merchandise ("Merchandise") as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo or other reduction. If no notice of defect in shipment, or return of Merchandise, is received by Consignor within 5 business days after Consignee's receipt of such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability or recourse to Consignor therefor. 2) Insurance; Risk of Loss. Consignee shall insure the Merchandise for its full value for and against all risk of loss. Consignee assumes all risks of loss from the time Merchandise is received by it until returned to and accepted by Consignor, and will name Consignor as a loss payee and an additional named insured. Consignee it will promptly pursue on Consignor's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignor in writing of any loss or damage. Consignor eshall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and shall be responsible to Consignor for any deductible amount not paid by insurance in the event of any loss or damage. 3) True Consignment; Title; UCC Interest. The parties agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of merchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the Merchandise or proceeds office than as a consignee, Consignor shall have, and is hereby granted, a first priority and continuing lien on and security interest in the Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authori

immediately vest in and belong to ( available funds. Consignee shall ke may be conveyed to Consignor or w Consignor's ownership of the Merch obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, connection herewith or contemplate order, memo form, invoice, correspo under any circumstances unless and Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, all previously sold, lost or damaged, u shall become immediately due and possession of and remove the Mer 5) Other Covenants; Representatio other encumbrance (each a "Lien") any such Lien. Consignee may sell bulk or in any other manner, of any money security interest or similar of cash exchange and not the paymer applicable, duly organized under th preamble to this Agreement. CONS IMPLIED WARRANTIES OF MERCHA Consignor and its shareholders, dir expense (including, without limitati Consignee or any of Consignee's af Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wa hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lin without the prior written approval an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITE! are from multiple sources and have are found to be synthetic, Simplex[ items/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise to SimplexDiam in writing within five

## Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 12/22/2022
Tracking Number: 392610731862
Confirmation Number: 927A8658
Reference Number: DJ205192DJ

Customer Reference Number: DJ205192DJ

Ship From \* Saturday Pickup : No ALPA SHETH \* Saturday Delivery: No SDX \* COD Services: No 50 W 47TH ST, \* Adult Signature: No **SUITE 2011** \* Residential Delivery: No NEW YORK, NY 10036, US \* Schedule Pickup: No \*\*Rerouted shipment. \* Pickup Date: Ship To \* Hold at Location: No **RICKY** \* Direct Delivery Only: No R.T.JW \* Direct Signature: No 728 SANSOM STREET Service Type: Priority Overnight PHILADELPHIA, PA 19106, Package Type: MEDIUM FEDEX BOX

Weight:

Insured Value : 3,500.00 USD

Est. Ship & Ins Cost: \$26.96

1.00 lbs

Est. Optional Charges: \$3.23

Total Estimated Cost: \$30.19

notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control an certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration.

680F-1122

amounts will result in a monthly late payment interest that go the greater of 10% of the maximum amount permitted to be charged under applicable law. 12) Choice of Law, Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of New York (without reference to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive jurisdiction of the forum of SimplexDiam's choice and waives any objection based on forum non conveniens or any other objection to venue. Consignee waives its right to bring any action or proceeding between the parties and relating to this Agreement in any jurisdiction other than New York County, State of New York. The parties waive personal service of any summons and complaint or other process and papers therein and agree that the service thereof may be made by certified mail, return receipt requested, directed to the party at the address set forth herein or other address thereof of which the sending party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

## BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

US

T. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u> Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N time. Title to Merchandise proceeds shall n received by Consignor in immediately ing the foregoing, the security interest that ode or other law, shall not supersede or affect nder or any other defect in any interests or onnection herewith. Consignor shall have title mee shall not contest, or assist any party in rest granted to Consignor or granted in proceeds. Nothing in this Agreement or any ned to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which indise sold, lost and damaged within 5 days the Agreement at any time. In the event of I Merchandise not returned, whether ding indebtedness of Consignee to Consignor by law and equity, the absolute right to take I Consignee's books and records at any time. nterest, security interest, lien, attachment or y such Lien, and will take all action to remove s Agreement, no other sales of Merchandise, third party on consignment, credit, purchase y the parties hereto to be a contemporaneous corporation or limited liability company, as ace of business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, ill indemnify, defend and hold harmless liability, obligation, claim, allegation, or gotion and/or (b) the acts or omissions of ss, employees, vendors or contractors. 7) Fees. ction with the enforcement of Consignor's laiver; Severability; Assignment; Counterparts. against either party. This Agreement sets cept in writing signed by the party to be ovision hereof or exercise any rights held invalid or unenforceable, such invalidity ovision of this Agreement and any such s Agreement is not assignable by Consignee or electronic signature, each of which shall be OSEOUT MERCHANDISE SHALL BE SOLD ON delivered are natural. However the diamonds vent that any diamond in a lot of diamonds eights stamped on the ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45

ct = 0.95 up, 0.75 or % = .70 up, .50 or % = .45 Ve are not responsible for the estimated price or terms must be reported by Consignee timely payment to Simplex Diam for any



MEMORANDUM DJ 205193 DJ

r o m	50 West 47th St, Suite 20N International Gem Tower New York, NY 10036	Contact Name: Atty This  Title: R. T. Twelers Juc.  Consignee Company Name: (Legal Name Please)									
	T: 800.233.1155	Govt Issued Registation No:									
	F: 212.883.9532	Business Address: 728 Sansom stoes									
	E: sales@simplexdiam.com	CityPhiladelphia State: PA Zip: 19106									
	www.simplexdiom.com		Telephone: Facsimile:								
	Tax Id: 13-3218259			Email:		WE . 1 2 2 2 2	Address Address Company	Sec. 12			
	Service Rep:		Would us		ceive e-c	newsletters:	Yes	No			
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	To SimplexDiam's knowledge, the chave been purchased from legitima			Totals	14.0)	res la mes	1,49768.				
	and in compliance with the United N	Vations resolu	tions. SimplexDiam states	(Fig. Cautific St.	O REQUE		22		18-5-1-5		
	that the diamonds are conflict free to written guarantees provided by the	sonal knowledge and/or	Ship Charge	Lindah		34					
	USA PATRIOT ACT COMPLIANCE. The below under signed signatory			G. Totals	AL PARTY	principal single			ALCON TO		
	("Signer") confirms for Signer and C	Consignee, in	accordance with the USA Par	triot Act, that (1	) all informa	I ation provided h	erein is correct, (2) the	Signer has	provided		
	or will provide all other documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front										
	the Consignment Agreement Terms			on with the ivie	icrianuise a	ind this Agreen	ient which includes thi	S ITOTIL IOTTI	as well as		
	Is this Company AML (Anti-Money Law	Maria de Carlos de la compansión de la c	The second secon				Tax on Vista line				
	registered within the US or pursuant to This document includes a CONSIG				New York or	Yes	an office at 50 W 47th	No Street, Suite	20N.		
	New York, N.Y. 10036 ("Consignor"	or "SimplexD	Diam") and "Consignee" (As M	Mentioned Abov	e); if there	are two consign	ee parties, Consignees	s are jointly a	and		
		nt on behalf o	of Consignee and to bind Con	signee to the to	erms of this	Agreement. Fu	urthermore, the Signer	hereby unco	nditionally		
	authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of										
	Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.										
	all merchandise remains the property of simplexdiam, inc. Until full & final payment is received. I have read the terms and conditions										
	On the back of this document and agree to the terms and conditions.										
	The second of	VCNTOOU									

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry. jewelry related products and merchandise ("Merchandise") as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo or other documentation. If no notice of defect in shipment, or return of Merchandise, is received by Consignor within 5 business days after Consignee's receipt of such Merchandise, such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability or recourse to Consignor therefor. 2) Insurance; Risk of Loss. Consignee shall insure the Merchandise for its full value for and against all risk of loss. Consignee assumes all risks of loss from the time Merchandise is received by it until returned to and accepted by Consignor, and will name Consignor as a loss payee and an additional named insured. Consignee it will promptly pursue on Consignor's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignor in writing of any loss or damage. Consignee shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and shall be responsible to Consignor for any deductible amount not paid by insurance in the event of any loss or damage. 3) True Consignment; Title; UCC Interest. The parties agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of merchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the Merchandise or proceeds other than as a consignee, Consignor shall have, and is hereby granted, a first priority and continuing lien on and security interest in the Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that

may be conveyed to Consignor or which Consignor ma Consignor's ownership of the Merchandise. Notwiths obligations owing to Consignor, the rights and priorit to the Merchandise at all times and Consignor may a contesting, the validity, perfection, priority or enforce connection herewith or contemplated hereby in favor order, memo form, invoice, correspondence, or other under any circumstances unless and until Consignor I Consignee shall provide Consignor with monthly sale shall list all sales, returns, and lost or damaged Mer after receipt or the Sales Report. Consignor may resuch request or any termination, all Merchandise sh previously sold, lost or damaged, within 5 business shall become immediately due and payable. Consider possession of and remove the Merchandise withou 5) Other Covenants; Representations. Consignee v other encumbrance (each a "Lien") in or on any of t any such Lien. Consignee may sell the Merchandis bulk or in any other manner, of any Merchandise s money security interest or similar conditions. Any cash exchange and not the payment for an antece applicable, duly organized under the laws of the ji preamble to this Agreement. CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OR Consignor and its shareholders, directors, officers expense (including, without limitation, legal' fees Consignee or any of Consignee's affiliates, direct Consignee shall pay all expenses including, with rights and remedies with respect to the Merchan The language used in this Agreement is chosen I forth the final and entire understanding with res charged with such modification, waiver or amend hereunder shall not affect the right of such party or unenforceability shall attach only to such prov provision shall be construed and limited to the without the prior written approval of Consignor an original and all of which taken together shall AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RES are from multiple sources and have not been to are found to be synthetic, SimplexDiam may ca items/labels/tags/Invoices are in carats and a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 weights on closeout merchandise - they are o to SimplexDiam in writing within five (5) days amounts will result in a monthly late payment of Law; Jurisdiction. This Agreement shall be Consignee irrevocably submits to the exclusive jurisuitation

## Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 12/22/2022 Tracking Number: 392611104240 Confirmation Number: DB9B9462 Reference Number: DJ205193DJ

Customer Reference Number: DJ205193DJ

Ship From \* Saturday Pickup : ALPA SHETH No \* Saturday Delivery: SDX No \* COD Services: 50 W 47TH ST, No \* Adult Signature : **SUITE 2011** No \* Residential Delivery : NEW YORK, NY 10036, US No \* Schedule Pickup : \*\*Rerouted shipment. No

Ship To RICKY R.T.JW

728 SANSOM STREET PHILADELPHIA, PA 19106,

US

\* Pickup Date: \* Hold at Location : No \* Direct Delivery Only: No \* Direct Signature : No Service Type: Priority Overnight

Package Type: MEDIUM FEDEX BOX Weight:

1.00 lbs

Insured Value: 7,500.00 USD

Est. Ship & Ins Cost: \$34.56 Est. Optional Charges: \$3.23 Total Estimated Cost:

\$37.79

objection to venue. Consignee waives its right to bring any action or proceeding between the parties and release it in any jurisdiction other than New York County, State of New York. The parties waive personal service of any summons and complaint or other process and papers therein and agree that the service thereof may be made by certified mail, return receipt requested, directed to the party at the address set forth herein or other address thereof of which the sending party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

**BANK WIRING INSTRUCTIONS** 

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. 1-917-542-2343, F. 1-212-626-1276 Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N

o other sales of Merchandise, consignment, credit, purchase reto to be a contemporaneous limited liability company, as s is the location set forth in the , WITHOUT LIMITATION, efend and hold harmless ition, claim, allegation, or (b) the acts or omissions of vendors or contractors. 7) Fees. enforcement of Consignor's bility; Assignment; Counterparts. party. This Agreement sets g signed by the party to be f or exercise any rights or unenforceable, such invalidity Agreement and any such is not assignable by Consignee signature, each of which shall be RCHANDISE SHALL BE SOLD ON anatural. However the diamonds y diamond in a lot of diamonds ed on the  $0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ esponsible for the estimated ns must be reported by Consignee ment to SimplexDiam for any

d under applicable law. 12) Choice

e to its rules as to conflicts of law).

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defect in any interests or

n. Consignor shall have title

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interest, lien, attachment or

will take all action to remove

ot returned, whether

Commercial Code or other law, shall not supersede or affect

SimplexDiam, Inc.

50 west 47th Street, Suite # 2011 New York, NY 10036 Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532 INVOICE

To R.T.Jewelers, Inc. 728 Sansom Street

PHILADELPHIA PA 19106 US

Telephone:

(215) 829-9977

E-Mail:

rtjewelers@gmail.com

Attention:

Ricky

Terms:

Net COD

DATE: INV#:

1/5/2023 DJ205977DJ

DJ205193DJ

			D0200193D0						
SR#	Lot#	Description	Size	Carat Weight		TOTAL	Tot	tal Amount (US\$)	
Shee Ohn (Aline Price Wink Price this conserved	32868N-226 32898-004 32898-003 32868N-277	Rd I /VS1 GIA 2215204356 (M. Pairs) Rd I / S11 GIA 633138275 (M.Pairs) Rd H/SI2 GIA 5221576044 (M.Pairs) Rd H/SI1 GIA 5221576244 ( M.Pairs) Rd I/VS2 GIA 3295544889 Rd J/SI2 GIA7281683927 Rd I/SI2 GIA 222567460	0.50+ 0.50+ 0.70+ 0.70+ 0.90s 1.20+ 1.50+	1.30 1.32 1.83 1.87 1.19 1.46	\$ \$ \$ \$ \$	4,875.00 3,900.00 5,330.00 6,500.00 4,485.00 2,990.00 5,005.00	\$ \$ \$ \$	6,337.50 5,148.00 9,753.90 12,155.00 5,337.15 4,365.40 7,557.55	
00 ° 05	32868N-122 32898-009	Rd G /SI2 GIA 2221734377 Rd J / SI2 GIA 5221624717 Shipping Charges	1.90+ 3.50+	2.24 3.66	\$	7,800.00 7,930.00		17,472.00 29,023.80	
the extended of the officer of the many of the state of t		" Cut and Polished Diamond "		Subtotal			\$	97,150.30	
		Total		16.38			\$	97,150.30	USD

Remittance Instructions:

Beneficiary Name: SimplexDiam, Inc.

Bank Name: Valley Bank

Bank Address: 350 Madison Ave, New York, NY 10017

T. 1-917-542-2343 F. 1-800-892-5430

Bank Account: 8608095400 Swift Code: LUMIUS3N ABA#: 026002794

"All our diamonds are from legitimate sources not involved in funding conflict and are in compliance with UN resolutions. We hereby guarantee that the diamonds are conflict free based on personal knowledge and/or written guarantee."

For Simplexdiam Inc