SimplexDiam, Inc.

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

INVOICE

Lumi LLC То

> 704 Savannah Dr Greenwood, MO 64034

Telephone:

(302)-270-6848

E-Mail:

lumi.curley@gmail.com

Attention:

Luminita Curley

Terms:

Net COD

DATE:

1/6/2023

INV#:

DJ205194DJ

DJ205195DJ DJ205196DJ

						D0203130D0 D0203130D0					
SR#	Lot#	Lot# Description		Carat Weight	TOTAL		Total Amount (US\$)				
1	LEP 112B-7	Oval G/VS1 IGI 529261338	1.50+	1.50	\$	700.00	\$	1,050.00			
2	R70-89	Oval E-F (Matched Pairs)	0.70s	1.53	\$	500.00	\$	765.00			
3	LKP -10C-20	Rad F / VS1 GIA 6445616844	1.90+	2.03	\$	850.00	\$	1,725.50			
	LAE	y Green Diamon GROWN DIAMOND ibuted by Simplexdiar International Gem Tower 50 W 47th St Ste 2012 New York NY 10036 1 212 883 0888 sales@simplexdiam.com " Cut and Polished Diamond "	S	Subtotal			\$	107.00			
		Total	- 19	5.06			\$	3,647.50	USD		
						HAH II	-		.,.		

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

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F	50 West 47th St, Suite 20N M Con	tact Name:	LUM	I Cul	0./(102 U	A O A					
r	International Gem Tower	Title:			/ M	nce o	400					
m	New York, NY 10036 O Consignee Comp	any Name:	Lur	YI L	· ll (Le	gal Name	Please)					
	T: 800.233.1155 T Govt Issued Regis	The same of the sa	-			- 1						
					NNAH	DR.	- 1					
	City: 4 FCON WOOD State: MO Zip: www.simplexdiam.com Toy let: 13-3918959											
	www.simplexdiam.com Tax Id: 13-3218259	Email:	302	2-270	Facsimile:							
	TUX 10. 13-32 10237	ou like to re				No						
		2 Rowa	-	AMOND	A CONTRACTOR OF THE PARTY OF TH	Ter	ms					
1	2/23/22 Tag P/ Description	/		Sell Price/								
SI	Item/Lot Number List P No of Stone	5	Qty/Cts	Pc or Ct	Value	Ret	Sold					
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	1 212 883 0888 sales@simplexdiam	Carlo Committee or the contract of the contrac		is new m		12 35						
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13			Maria Sarah Georgia II. Gar	NOTE OF THE SECOND		Tally with	a section					
Te [To SimplexDiam's knowledge, the diamonds and jewelry herein delivered	Totals	1.50	these yet cent	1050	r sebycovne folk						
	have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states	TOLGIS	,	al stage of	40	2/12/21/21/21						
	that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).	Ship Charge			70	Authorities Action						
	USA PATRIOT ACT COMPLIANCE. The below under signed signatory	G. Totals	1.50	Carlo, was a	1090							
	("Signer") confirms for Signer and Consignee, in accordance with the USA Par or will provide all other documentatoin and information required by SimplexDia											
	Consignee have disclosed to SimplexDiam all relevant information in connecti the Consignment Agreement Terms of Agreement on the back hereof.											
	Is this Company RML (Anti-Money Laundering) compliant pursuant to the USA Patr		a en este	and the same	STREET SECTION	more Create						
	registered within the US or pursuant to International Law if registered outside the US This document includes a CONSIGNMENT AGREEMENT between SIMPLEX		lew York co	Yes propretion with	an office at 50 W. 47th	Street, Suite	e 20N,					
	New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignee" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignee" or "SimplexDiam") and "Consignee" (As New York, N.Y. 10036 ("Consignee" or "SimplexDiam") and "Consignee" or "SimplexDiam" or "SimplexDi	agree to all of the	ne terms of	this Agreement	. Signer warrants that	he/she is du	ly					
	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,											
1.86												
) -	obligations of Signer and Consignee, and a separate action may be brought a Consignee be joined.											
	all merchandise remains the property of simplexdiam, inc. until full & fin	NAL PAYMENT IS	RECEIVED. I	HAVE READ THE	TERMS AND CONDITION	IS						
	on the Back of this document and agree to the terms and conditions.			200		ader to so t						
	WHITE: OFFICE BLUE: INVENTORY PINK: CUSTOMER	Signatu	ignature X									

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones jewelry. ewelry 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 shalf 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 may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with monthly sales reports (the "Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise). Consignee will remit payment to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt or the Sales Report. Consignor may require Consignee to return any or all items of Merchandise or terminate the Agreement at any time. In the event of such request or any termination, all Merchandise shall be returned to Consignor and Consignee shall pay Consignor for all Merchandise not returned, whether previously sold, lost or damaged, within 5 business days. In the event of a breach of Consiance's obligations, all outstanding indebtedness of Consignee to Consignor

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party has re PROCEEDIN BANK WIF Bank Leur T. 1-917-5 Account N Routing N Swift Code

objection to

York County

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Shipment Details - Confidential Information. Not For UPS

Transaction Date: 12/23/2022

Tracking Number: 1Z0173YVA220000087

Confirmation Number: B3B135B8 Reference Number: DJ205194DJ

Customer Reference Number: DJ205194DJ

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

Ship To

LUMI CURLEY LUMI LLC 704 SAVANNAH DR

GREENWOOD, MO 64034, US

* Direct Delivery Only: No No * Direct Signature:

Next Day Air Service Type:

EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 1,000.00 USD

\$27.43 Est. Ship & Ins Cost: \$13.92 Est. Optional Charges:

\$41.35 Total Estimated Cost:

E NOTICE ON REVERSE regarding UPS Terms, and r stoms purposes. If exported from the US, shipper of gulations. Diversion contrary to law is prohibited

hts and remedies provided by law and equity, the absolute right to take spect the Merchandise and Consignee's books and records at any time. an Consignor) to have an interest, security interest, lien, attachment or will not grant or create any such Lien, and will take all action to remove Except as permitted in this Agreement, no other sales of Merchandise, er any Merchandise to any third party on consignment, credit, purchase reby expressly deemed by the parties hereto to be a contemporaneous its to Consignor that it is a corporation or limited liability company, as herein, and its principal place of business is the location set forth in the GARDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, amnification. Consignee will indemnify, defend and hold harmless any loss, damage, costs, liability, obligation, claim, allegation, or preach of a Consignee obligation and/or (b) the acts or omissions of rs, officers, representatives, employees, vendors or contractors. 7) Fees. urred or suffered in connection with the enforcement of Consignor's nstruction; Amendment; Waiver; Severability; Assignment; Counterparts. istruction will be applied against either party. This Agreement sets d, waived or amended except in writing signed by the party to be re performance of any provision hereof or exercise any rights

If any provision shall be held invalid or unenforceable, such invalidity enforceable any other provision of this Agreement and any such lid or unenforceable. This Agreement is not assignable by Consignee ts, and by facsimile, pdf or electronic signature, each of which shall be eout Merchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON ge the diamonds herein delivered are natural. However the diamonds thetic diamonds. In the event that any diamond in a lot of diamonds Veight Stamped. The weights stamped on the

t is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 for other size ranges. We are not responsible for the estimated d in weight, price count, price or terms must be reported by Consignee ayment. Failure to make timely payment to SimplexDiam for any um amount permitted to be charged under applicable law. 12) Choice tate of New York (without reference to its rules as to conflicts of law) nd waives any objection based on forum non conveniens or any other ties and relating to this Agreement in any jurisdiction other than New int or other process and papers therein and agree that the service ess set forth herein or other address thereof of which the sending ONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

EMENT.



Simplex		例的) !		DJ 205	195	DJ					
50 West 47th St, Suite 20N	M Con	tact Name:	Lon	1, 6	Rety/a	000	ville					
Self-managed St. and as in the officer and all	International Gem Tower m Title:											
	New York, NY 10036 Consignee Company Name: (Legal Name Please)											
T: 800.233.1155 F: 212.883.9532 Govt Issued Registation No: Business Address: 704 SWANNAM DR												
E: sales@simplexdiam.com	o Busines	SS HOOFESS: Citu:	600	SA DINTO	State: Ma	DRZio: 6	4021					
Tax Id: 13-3218259 Telephone: 302 - 200 - 68 is in ite:												
Service Rep:				ewsletters:	Yes	No						
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	tions resolutions. SimplexDiam states	Ship Charge	12 to 50		39.00	Little of SP St. Gard SIC	WHITE STATE					
written guarantees provided by the su	PART A ARREST PROPERTY	og på tjere	,	EPERTO, C.	804.00	- A RIVE	(204)					
USA PATRIOT ACT COMPLIANCE. ("Signer") confirms for Signer and Co	The below under signed signatory nsignee, in accordance with the USA Par	G. Totals triot Act, that (1	l) all informa	ation provided he		Signer has	provided					
	n and information required by SimplexDia Diam all relevant information in connection											
the Consignment Agreement Terms of	of Agreement on the back hereof. dering) compliant pursuant to the USA Patr	iot Act if	AN LUIS.	465 ATTEN HONOR	g at the consequent	WAL PERSON						
registered within the US or pursuant to Ir	nternational Law if registered outside the US	5?	214 10 70 8	Yes	The rest to the steam	No						
New York, N.Y. 10036 ("Consignor" o	MENT AGREEMENT between SIMPLEX or "SimplexDiam") and "Consignee" (As N	Mentioned Abov	e); if there a	are two consigne	ee parties, Consignees	are jointly a	and					
authorized to execute this Agreement	BY SIGNING below the parties hereby a con behalf of Consignee and to bind Con	signee to the te	erms of this	Agreement. Fu	rthermore, the Signer h	ereby unco	onditionally					
Consignee in this Agreement. Consig	ividual capacity the full and timely perform gnor need not exhaust any recourse agai	nst Consignee	or any othe	r person, or any	collateral or property, b	efore bein	g entitled					
	er and receive payment or performance fi and a separate action may be brought an											
The state of the s		The Property of the Parket of					NA CONTRACTOR					
	RTY OF SIMPLEXDIAM, INC. UNTIL FULL & FIN AGREE TO THE TERMS AND CONDITIONS.	NAL PAYMENT IS	RECEIVED. I	HAVE READ THE	FERMS AND CONDITIONS	A) III THE						

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones. Jewelry a lewelry 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 sha 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 may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee actually received full and irrevocable payment from Consignee therefor. 4) Reporting; Payment; Inspection.

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applicable, di IMPLIED WAS Consignor an expense (inc Consignee or Consignee st rights and re The languag forth the fina charged with hereunder st or unenforce provision sha without the an original a AN AS IS, WI are from mu are found to items/label: up, .40 or 3/

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Shipment Details - Confidential Information, Not For FedEx

Transaction Date: 12/27/2022 Tracking Number: 392711632122 Confirmation Number: 92049AA8 Reference Number: DJ205195DJ

Customer Reference Number: DJ205195DJ

Ship From

ALPA SHETH

SDX

50 W 47TH ST.

SUITE 2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

LUMI CURLEY

LUMI LLC

704 SAVANNAH DR

GREENWOOD, MO 64034, US

* Saturday Pickup :

No

* Saturday Delivery: * COD Services:

No

* Adult Signature:

No Yes

* Residential Delivery:

Yes

* Schedule Pickup:

No

* Pickup Date:

* Hold at Location:

No No

* Direct Delivery Only: * Direct Signature:

No

Service Type: 2 Day

Package Type:

MEDIUM FEDEX BOX

Weight:

1.00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost:

\$21.71

Est. Optional Charges: \$16.86

PROCEEDIN Total Estimated Cost: OTICE ON REVERSE regarding UPS Terms, and a ms purposes. If exported from the US, shipper attions. Diversion contrary to law is prohibited **BANK WIF**

\$38.57

T. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u> Account Number: 8608095400 Routing Number: 026002794

Swift Code: LUMIUS3N

EMENT.

signor for the Merchandise sold, lost and damaged within 5 days chandise or terminate the Agreement at any time. In the event of I pay Consignor for all Merchandise not returned, whether oligations, all outstanding indebtedness of Consignee to Consignor nd remedies provided by law and equity, the absolute right to take the Merchandise and Consignee's books and records at any time. onsignor) to have an interest, security interest, lien, attachment or not grant or create any such Lien, and will take all action to remove ept as permitted in this Agreement, no other sales of Merchandise, y Merchandise to any third party on consignment, credit, purchase expressly deemed by the parties hereto to be a contemporaneous Consignor that it is a corporation or limited liability company, as in, and its principal place of business is the location set forth in the DING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, fication. Consignee will indemnify, defend and hold harmless i loss, damage, costs, liability, obligation, claim, allegation, or ch of a Consignee obligation and/or (b) the acts or omissions of officers, representatives, employees, vendors or contractors. 7) Fees. d or suffered in connection with the enforcement of Consignor's ruction; Amendment; Waiver; Severability; Assignment; Counterparts. uction will be applied against either party. This Agreement sets waived or amended except in writing signed by the party to be performance of any provision hereof or exercise any rights any provision shall be held invalid or unenforceable, such invalidity orceable any other provision of this Agreement and any such or unenforceable. This Agreement is not assignable by Consignee and by facsimile, pdf or electronic signature, each of which shall be ut Merchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON the diamonds herein delivered are natural. However the diamonds etic diamonds. In the event that any diamond in a lot of diamonds ight Stamped. The weights stamped on the s as follows: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 r other size ranges. We are not responsible for the estimated in weight, price count, price or terms must be reported by Consignee ment. Failure to make timely payment to SimplexDiam for any m amount permitted to be charged under applicable law. 12) Choice ate of New York (without reference to its rules as to conflicts of law). d waives any objection based on forum non conveniens or any other ies and relating to this Agreement in any jurisdiction other than New nt or other process and papers therein and agree that the service ess set forth herein or other address thereof of which the sending

ONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

within 10 days after the last day of each calendar month (which

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r	International Gem Tower	9		Title:	Life to		what		1 1 2
m	New York, NY 10036	0	Consignee Com	pany Name:	W	MI	Lee (lege	al Name	Please)
	T: 800.233.1155	T	Govt Issued Reg		4 - 4-				Sp. Care
	F: 212.883.9532	0	Busine				VANNAH	PR	
	E: sales@simplexdiam.co	m		City:	hlow	32 WO DD	State: MO	Zip: 6	4034
	www.simplexdiam.com			Telephone:	201	= 2 to	Facsimile:	1	
	Tax Id: 13-3218259			Email:					
1	Service Rep:	E		nou like to re		ewsletters:	Yes	No	
	Date		0113		- 1/A	Sell Price/		Ter	
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	and in compliance with the Uniter that the diamonds are conflict fre	e based on pers		Ship Charge		Val. of Bet	28:00		
	written guarantees provided by the USA PATRIOT ACT COMPLIAN		under signed signatory	G. Totals	61 1 3	100 - 100 TO	1713-50		
	("Signer") confirms for Signer and or will provide all other document Consignee have disclosed to Sin the Consignment Agreement Ter	tatoin and inform	nation required by SimplexD levant information in connec	atriot Act, that (1 iam, (3) Signer v	vill authorize	any changes t	nerein is correct, (2) the so the details herein, and	Signer has I (4) Signer	and
	Is this Company AML (Anti-Money		Order of the transport of the same of the		Di Ka	Yes	i Phys at 2 co part	N.	
	registered within the US or pursuan This document includes a CONS New York, N.Y. 10036 ("Consign severally liable under this Agreer authorized to execute this Agree personally guarantees in Signer's Consignee in this Agreement. C to enforce this guaranty against \$1.000.	IGNMENT AGE for" or "Simplex! ment. BY SIGNI ment on behalf is individual capa onsignor need r Signer and rece	REEMENT between SIMPLE Diam") and "Consignee" (As NG below the parties hereby of Consignee and to bind Co acity the full and timely perfor not exhaust any recourse ag ive payment or performance	XDIAM INC., a I Mentioned Abov y agree to all of to onsignee to the to rmance and observations Consignee from Signer. The	re); if there a he terms of erms of this ervance of a or any othe ne obligation	rporation with a re two consign this Agreement. For all of the obligator person, or any is hereunder ar	an office at 50 W. 47th Siee parties, Consignees to Signer warrants that hourthermore, the Signer hotions, representations, and collateral or property, but the joint and several, and several s	are jointly a e/she is dul ereby unco nd covenar before being and indeper	and ly onditionally nts of g entitled ndent,
	obligations of Signer and Consig Consignee be joined. ALL MERCHANDISE REMAINS THE PR							Jisignee o	wnether
	The state of the s								

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X

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 may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title

ionor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in

to the Merchan contesting, the connection her order, memo fo under any circu Consignee sho shall list all sa after receipt o such request o previously sol shall become possession of 5) Other Cove other encumb

any such Lien bulk or in any money securi cash exchang applicable, di

preamble to 1 IMPLIED WAF Consignor an expense (inc Consignee or Consignee st

rights and re The languag forth the fine charged with hereunder s or unenforce provision sh without the an original a AN AS IS, W are from mu are found to items/label up, .40 or 3 weights on to Simplex[amounts w of Law; Juri Consignee objection to York Count

thereof ma

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/3/2023

Tracking Number : 1Z0173YVA618251750

Confirmation Number: 2583453B Reference Number: DJ205196DJ

Customer Reference Number: DJ205196DJ

Ship From

ALPA SHETH

SDX

50 W 47TH ST, **SUITE 2011**

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

LUMI CURLEY

LUMI LLC

704 SAVANNAH DR

GREENWOOD, MO 64034, US

* Saturday Pickup :

* Saturday Delivery:

No No

* COD Services: * Adult Signature :

No Yes Yes

* Residential Delivery : * Schedule Pickup :

No

* Pickup Date:

* Direct Delivery Only: No * Direct Signature :

No Service Type: 2nd Day Air

Package Type: **EXPRESS BOX** Weight:

1.00 lbs Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: \$17.01

Est. Optional Charges: \$12,60

Total Estimated Cost: \$29.61

the Merchandise or proceeds. Nothing in this Agreement or any istance shall be deemed to pass title to Merchandise to Consignee nt from Consignee therefor. 4) Reporting; Payment; Inspection. within 10 days after the last day of each calendar month (which signor for the Merchandise sold, lost and damaged within 5 days chandise or terminate the Agreement at any time. In the event of pay Consignor for all Merchandise not returned, whether oligations, all outstanding indebtedness of Consignee to Consignor id remedies provided by law and equity, the absolute right to take the Merchandise and Consignee's books and records at any time. insignor) to have an interest, security interest, lien, attachment or not grant or create any such Lien, and will take all action to remove ept as permitted in this Agreement, no other sales of Merchandise, y Merchandise to any third party on consignment, credit, purchase expressly deemed by the parties hereto to be a contemporaneous Consignor that it is a corporation or limited liability company, as sin, and its principal place of business is the location set forth in the IDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, ification. Consignee will indemnify, defend and hold harmless y loss, damage, costs, liability, obligation, claim, allegation, or sch of a Consignee obligation and/or (b) the acts or omissions of officers, representatives, employees, vendors or contractors. 7) Fees. ed or suffered in connection with the enforcement of Consignor's ruction; Amendment; Waiver; Severability; Assignment; Counterparts. ruction will be applied against either party. This Agreement sets waived or amended except in writing signed by the party to be performance of any provision hereof or exercise any rights any provision shall be held invalid or unenforceable, such invalidity forceable any other provision of this Agreement and any such 1 or unenforceable. This Agreement is not assignable by Consignee , and by facsimile, pdf or electronic signature, each of which shall be but Merchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON z the diamonds herein delivered are natural. However the diamonds letic diamonds. In the event that any diamond in a lot of diamonds eight Stamped. The weights stamped on the is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 or other size ranges. We are not responsible for the estimated J in weight, price count, price or terms must be reported by Consignee lyment. Failure to make timely payment to SimplexDiam for any um amount permitted to be charged under applicable law. 12) Choice tate of New York (without reference to its rules as to conflicts of law). nd waives any objection based on forum non conveniens or any other ties and relating to this Agreement in any jurisdiction other than New int or other process and papers therein and agree that the service ess set forth herein or other address thereof of which the sending CONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

rchandise or any interest granted to Consignor or granted in

party has received notice. 13) waiver or sury in 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. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u> Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N