# SimplexDiam, Inc.

50 west 47th Street, Suite # 2011

New York, NY 10036

Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532

### То Steve's Jewelry 109 East Madison Ave. **BASTROP LA 71220 US**

Telephone: (318) 281-4120

E-Mail:

tcomans@yahoo.com

Attention: Terms:

Stephen Perry/Tim Net COD

DATE: INV#:

01/25/2023

DJ207417DJ

DJ205187DJ

INVOICE

SR # Lot# Description Size Carat Price Per Carat Total Amount							
3K #	SR # Lot# Description		Size	1	l .	A SHIP IN BUSINESS OF SHARKES	
				Weight	(US\$)	(US\$)	
					Ĭ		
1	32868	Rd White V8B-9A	1/4	1.75	\$600.00	\$1,050.00	
2	32673	Rd White V3-5	2.5 MM	0.80	\$400.00	\$320.00	
3	32868N	Rd White V7A-V7	1/4	1.95	\$720.00	\$1,404.00	
4	32868N	MQ Fancy Shape V3-V5A	1/5-3/8	0.29	\$660.00	\$191.40	
5	32868N	Pear Fancy Shape V5B-V6	0.45-0.69	0.54	\$1,000.00	\$540.00	
	01::						
		Shipping Charges				\$52.00	
				Subtotal		\$3,557.40	
				- Cubiotal		φο,557.40	
	" Cut and Polished Diamond "						
		and the second diament	1				
- 1		Total	5.33		\$3,557.40	USD	

# Remittance Instructions:

Beneficiary Name: SimpleXDiam Inc.

Bank Name: Bank Leumi USA

Bank Address: 579 Fifth Avenue 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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		50 West 47th St, Suite 20 International Gem Tower	Contact Name: MF JTOWE										
313	n	New York, NY 10036	Co	Consignee Company Name: STEVE JOW (Alegal Name Please)									
-	151	T: 800.233.1155		vt Issued Regi:			10 marin		1				
	f: 212.883.9532				Busines	ss Address:	1 ,	GAST		DISON	AVE		
		E: sales@simplexdiam.com	n						State: CA	Zip:	11220		
		www.simplexdiam.com Tax Id: 13-3218259				Telephone:	318-	- 281 -	Facsimile:		CONT. ALTON.		
		Service Rep:	nical Cade or	er Norsen arm Ceathern		Cilidii.	Per 2009(8)	ewsletters:	Yes	No			
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		("Signer") confirms for Signer and or will provide all other documenta	Consignee, in	accordanc	e with the USA Pat	triot Act, that (1			erein is correct, (2)	) the Signer has			
		Consignee have disclosed to Sim	plexDiam all re	levant infor	rmation in connection								
		the Consignment Agreement Terr Is this Company <b>AML (Anti-Money L</b>				iot Act if	Cinaroter	overned by an		mineral deli			
		registered within the US or pursuant This document includes a CONSI					New York co	Yes orporation with a	un office at 50 W. 4	No 17th Street, Sui	ite 20N,		
		New York, N.Y. 10036 ("Consigno severally liable under this Agreem											
		authorized to execute this Agreen	nent on behalf	of Consign	ee and to bind Con	signee to the t	erms of this	Agreement. Fu	irthermore, the Sig	ner hereby und	conditionally		
	personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenal Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent of the control of th							ng entitled					
3	obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or will Consignee be joined.												
ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS								noz odno Laka					
		on the back of this document a	IND AGREE TO T	HE TERMS F	AND CONDITIONS.			0	-				
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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 Consigner 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 of 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 thereform

available funds. Consignee shall keep all Mer Consignor's ownership of the Merchandis obligations owing to Consignor, the rights to the Merchandise at all times and Consi contesting, the validity, perfection, priority connection herewith or contemplated here order, memo form, invoice, correspondence under any circumstances unless and until Consignee shall provide Consignor with m shall list all sales, returns, and lost or dam after receipt or the Sales Report. Consigni such request or any termination, all Merch previously sold, lost or damaged, within 5 shall become immediately due and payab possession of and remove the Merchandis 5) Other Covenants; Representations. Con other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Mei bulk or in any other manner, of any Mercha money security interest or similar condition cash exchange and not the payment for an applicable, duly organized under the laws preamble to this Agreement. CONSIGNOR IMPLIED WARRANTIES OF MERCHANTABILI Consignor and its shareholders, directors, d expense (including, without limitation, legal Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the Me The language used in this Agreement is the charged with such modification, waiver or a hereunder shall not affect the right of such or unenforceability shall attach only to such provision shall be construed and limited to I without the prior written approval of Consig an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR I are from multiple sources and have not bee are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats ar up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise - they are to SimplexDiam in writing within five (5) da amounts will result in a monthly late payme of Law; Jurisdiction. This Agreement shall by Consignee irrevocably submits to the exclusive

# Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/18/2023

Tracking Number: 1Z0173YV0220472687

Confirmation Number: 12A855D9 Reference Number: DJ207417DJ

Customer Reference Number: DJ207417DJ

Ship From

ALPA SHETH

SDX

50 W 47TH ST, SUITE 2011

NEW YORK, NY 10036, US

\*\*Rerouted shipment.

Ship To

STEPHEN PERRY

STEVE'S J

109 EAST MADISON AVE BASTROP, LA 71220, US \* Saturday Pickup :

No

No

No

No

\* Saturday Delivery :

\* COD Services:

\* Adult Signature :

\* Residential Delivery : No \* 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: \$2.85

Total Estimated Cost: \$19.86

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

ly other defect in any interests or herewith. Consignor shall have title not contest, or assist any party in ed to Consignor or granted in Nothing in this Agreement or any ss title to Merchandise to Consignee Reporting; Payment; Inspection. by of each calendar month (which d, lost and damaged within 5 days ement at any time. In the event of dise not returned, whether otedness of Consignee to Consignor nd equity, the absolute right to take ee's books and records at any time. ecurity interest, lien, attachment or in, and will take all action to remove ient, no other sales of Merchandise, ty on consignment, credit, purchase ties hereto to be a contemporaneous ion or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless obligation, claim, allegation, or nd/or (b) the acts or omissions of yees, vendors or contractors. 7) Fees the enforcement of Consignor's verability; Assignment; Counterparts. ither party. This Agreement sets iriting signed by the party to be ereof or exercise any rights alid or unenforceable, such invalidity this Agreement and any such nent is not assignable by Consignee nic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON are natural. However the diamonds any diamond in a lot of diamonds mped on the up, 0.75 or  $\frac{3}{4} = .70$  up, .50 or  $\frac{1}{2} = .45$ t responsible for the estimated erms must be reported by Consignee syment to SimplexDiam for any ed under applicable law. 12) Choice ice to its rules as to conflicts of law).

on forum non conveniens or any other

ier law, shall not supersede or affect

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.

#### BANK WIRING INSTRUCTIONS

Swift Code: LUMIUS3N

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

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m	New York, NY 10036	0	Consignee Comp	oany Name:	Stevie	force	lip	(Le	al Name	Please)
	T: 800.233.1155	T	Govt Issued Regi	station No:		Jack				
	F: 212.883.9532	0	Busine	ss Address:	109	COST	MADIS	ON	AVE	,
	E: sales@simplexdiam.co	m		City:	BAST	NOP	State: U	7	Zip: 7 (	220
	www.simplexdiam.com			Telephone:		The second secon		<b>1</b> 3		
	Tax ld: 13-3218259			Email:	718-	281-	4120,	Mark S		
	Service Rep:	nds in		ou like to re	ceive e-n	ewsletters:	Yes		No	
	Date	Speacial N	otes: Draw					Terms		
1	2/21/22	Tag P /	Description	1/		Sell Price/			CO	$\mathcal{P}$
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		xDiam's knowledge, the diamonds and jewelry herein delivered a purchased from legitimate sources not involved in funding conflict			3.08	rojednigi etni inti sii seprinta	2292	/		L Suffi
	and in compliance with the United	nd in compliance with the United Nations resolute the diamonds are conflict free based on per		Ship Charge	ra kracy		32		1 17 H	
	written guarantees provided by the USA PATRIOT ACT COMPLIAN		under signed signatory	erer Aspen 101 m	3.08	Date of the co	2324	/		
	("Signer") confirms for Signer and or will provide all other document Consignee have disclosed to Sim the Consignment Agreement Ten	d Consignee, in atoin and inform aplexDiam all re ms of Agreeme	accordance with the USA Panation required by SimplexDialevant information in connect nt on the back hereof.	am, (3) Signer viion with the Me	l) all informa vill authorize	any changes	to the details he	erein, ar	d (4) Signer	and
	Is this Company AML (Anti-Money L registered within the US or pursuant		to the second of		- 2	Yes	Profession of the		No	
	This document includes a CONS New York, N.Y. 10036 ("Consign severally liable under this Agreen authorized to execute this Agreer	or" or "SimplexI nent. BY SIGNI	Diam") and "Consignee" (As N NG below the parties hereby	Mentioned Above agree to all of t	e); if there a	are two consign this Agreemen	nee parties, Cor t. Signer warrar	nsignees	s are jointly a he/she is du	and ly
	personally guarantees in Signer's Consignee in this Agreement. Co to enforce this guaranty against S	s individual capa onsignor need r Signer and rece	acity the full and timely perform not exhaust any recourse aga ive payment or performance	mance and obs inst Consignee from Signer. TI	ervance of a or any othe ne obligation	all of the obligate r person, or and as hereunder at	tions, represent y collateral or p re the joint and	tations, roperty, several	and covenar before being and indepe	nts of g entitled ndent,
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	ALL MERCHANDISE REMAINS THE PR ON THE BACK OF THIS DOCUMENT R			nal payment is	RECEIVED. I	HAVE READ THE	TERMS AND CO	NDITION	5 2 1 1 2 2 1	
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		3	1		3		Authorized Sign	natoru		

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 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 Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payable. Consignor shall have, in addition to any other rights and remedies provided by law and equity, the absolute right to take possession of and remove the Merchandise without bond or process of law. Consignor may inspect the Merchandise and Consignee's books and records at any time. 5) Other Covenants; Representations. Consignee will not permit any person or entity (other than Consignor) to have an interest, security interest, lien, attachment or other encumbrance (each a "Lien") in or on any of the Merchandise or any proceeds therefrom, will not grant or create any such Lien, and will take all action to remove any such Lien. Consignee may sell the Merchandise only in the ordinary course of its business. Except as permitted in this Agreement, no other sales of Merchandise, \*erchandise to any third party on consignment, credit, purchase bulk or in any other

ressly deemed by the parties hereto to be a contemporaneous

signor that it is a corporation or limited liability company, as nd its principal place of business is the location set forth in the

a Consignee obligation and/or (b) the acts or omissions of

suffered in connection with the enforcement of Consignor's

ed or amended except in writing signed by the party to be

rmance of any provision hereof or exercise any rights

able any other provision of this Agreement and any such

rs, representatives, employees, vendors or contractors. 7) Fees.

in; Amendment; Waiver; Severability, Assignment; Counterparts. In will be applied against either party. This Agreement sets

provision shall be held invalid or unenforceable, such invalidity

nenforceable. This Agreement is not assignable by Consignee

by facsimile, pdf or electronic signature, each of which shall be erchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON

diamonds herein delivered are natural. However the diamonds

follows: 1.00 or 1 ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45

eight, price count, price or terms must be reported by Consignee

ount permitted to be charged under applicable law. 12) Choice

New York (without reference to its rules as to conflicts of law). ves any objection based on forum non conveniens or any other

nd relating to this Agreement in any jurisdiction other than New

other process and papers therein and agree that the service t forth herein or other address thereof of which the sending

IONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

iamonds. In the event that any diamond in a lot of diamonds

er size ranges. We are not responsible for the estimated

: Failure to make timely payment to SimplexDiam for any

Stamped. The weights stamped on the

IT.

3 THE MERCHANDISE INCLUDING, WITHOUT LIMITATION,

ion. Consignee will indemnify, defend and hold harmless s, damage, costs, liability, obligation, claim, allegation, or

money security in cash exchange ar applicable, duly o preamble to this / IMPLIED WARRAN Consignor and its expense (includin Consignee or any Consignee shall p rights and remed The language use forth the final and charged with such hereunder shall n or unenforceabilit provision shall be without the prior an original and a AN AS IS, WHERE are from multiple are found to be s items/labels/tag up, .40 or 3/8 = .1weights on closed to SimplexDiam ir amounts will resu of Law; Jurisdictic Consignee irrevoc objection to venue York County, State thereof may be m party has receive

BANK WIRING
Bank Leumi US
T. 1-917-542-23
Account Numl
Routing Numb
Swift Code: LL

PROCEEDING REL

# Shipment Details - Confidential Information. Not For UPS

Transaction Date: 12/21/2022

Tracking Number: 1Z0173YV0131696006

Confirmation Number: C8916E16

Reference Number: DJ205187

Customer Reference Number: DJ205187

Ship From
ALPA SHETH
SDX
50 W 47TH ST,
SUITE 2011
NEW YORK, NY 10036, US
\*\*Rerouted shipment.

Ship To STEPHEN PERRY

STEVE'S J

109 EAST MADISON AVE BASTROP, LA 71220, US \* Saturday Pickup: No
\* Saturday Delivery: No
\* COD Services: No
\* Adult Signature: No
\* Residential Delivery: No
\* Schedule Pickup: No

\* Pickup Date :

\* Direct Delivery Only : No

\* Direct Signature : No

Service Type : Next Day Air

Package Type : EXPRESS BOX

Weight : 1,00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: \$27.43 Est. Optional Charges: \$4.08

Total Estimated Cost: \$31.51

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

Ups