

DJ 206157 DJ



2000-12

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| From<br>50 West 47th St, Suite 20N<br>International Gem Tower<br>New York, NY 10036<br>T: 800.233.1155<br>F: 212.883.9532<br>E: sales@simplexdiam.com<br>www.simplexdiam.com<br>Tax Id: 13-3218259<br>Service Rep: | Memo<br>To | Contact Name: <b>JAN + CHARISY FNA</b>                    |
|  |            | Title: <b>PHOENIX JEWELER</b>                             |
|  |            | Consignee Company Name: <b>PHOENIX JEWELER (PLEASE)</b>   |
|  |            | Govt Issued Registration No:                              |
|  |            | Business Address: <b>19410 JETTON Rd. #100</b>            |
|  |            | City: <b>CORNELIUS</b> State: <b>NE</b> Zip: <b>28031</b> |
|  |            | Telephone: <b>704.895.6255</b>                            |
| Email: <b>jan@phoenixjeweler.com</b>   |            |   |
| Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>  |            |   |

| Date |                    | Special Notes: |                            |         |                      |       | Terms |      |
|------|--------------------|----------------|----------------------------|---------|----------------------|-------|-------|------|
| SI   | Item/Lot Number    | Tag P / List P | Description / No of Stones | Qty/Cts | Sell Price/ Pc or Ct | Value | Ret   | Sold |
|      | 1.25.2003          |                |                            |         |                      |       |       |      |
| 1    | NY220-354 WIL MEEQ |                | 2.20 ct WDBY 14W           | ①       |                      | 1619- |       |      |
| 2    |                    |                |                            |         |                      |       |       |      |
| 3    |                    |                |                            |         |                      |       |       |      |
| 4    |                    |                |                            |         |                      |       |       |      |
| 5    |                    |                |                            |         |                      |       |       |      |
| 6    |                    |                | DEL. @ STORE 500           |         |                      |       |       |      |
| 7    |                    |                |                            |         |                      |       |       |      |
| 8    |                    |                |                            |         |                      |       |       |      |
| 9    |                    |                |                            |         |                      |       |       |      |
| 10   |                    |                |                            |         |                      |       |       |      |
| 11   |                    |                |                            |         |                      |       |       |      |
| 12   |                    |                |                            |         |                      |       |       |      |
| 13   |                    |                |                            |         |                      |       |       |      |

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

|             |  |       |  |
|-------------|--|-------|--|
| Totals      |  |       |  |
| Ship Charge |  |       |  |
| G. Totals   |  | 1619- |  |

USA PATRIOT ACT COMPLIANCE. The below under signed signatory ("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentatoin 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? Yes  No

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, 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.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X Authorized Signatory