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 s 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 partie 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 con-Merchandise and all additions, replacements deliver to Consignor, such financing statemen immediately vest in and belong to Consignor available funds. Consignee shall keep all Me may be conveyed to Consignor or which Cons Consignor's ownership of the Merchandise. I obligations owing to Consignor, the rights ar to the Merchandise at all times and Consigno contesting, the validity, perfection, priority or connection herewith or contemplated hereby order, memo form, invoice, correspondence, under any circumstances unless and until Col Consignee shall provide Consignor with mor shall list all sales, returns, and lost or dama after receipt or the Sales Report. Consignor such request or any termination, all Mercha previously sold, lost or damaged, within 5 t shall become immediately due and payable possession of and remove the Merchandise 5) Other Covenants; Representations. Cons other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Mer 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 MERCHANTABIL Consignor and its shareholders, directors, expense (including, without limitation, lega Consignee or any of Consignee's affiliates Consignee shall pay all expenses including rights and remedies with respect to the N The language used in this Agreement is c forth the final and entire understanding w charged with such modification, waiver or nereunder shall not affect the right of suc or unenforceability shall attach only to su provision shall be construed and limited t without the prior written approval of Con an original and all of which taken togeth AN AS IS. WHERE IS BASIS, ALL ITEMS FO are from multiple sources and have not t are found to be synthetic, SimplexDiam r items/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/9/2023

Tracking Number: 1Z0173YV0238764525

Confirmation Number: DB00117D Reference Number: 10026739

Customer Reference Number: 10026739

Ship From

RRD R 1022

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

New York, NY 10036, US

**Rerouted shipment

Ship To

PHAEDRA RAYNER

LILLY BARRACK INC.

4022 RIO GRANDE BLVD NW

ALBUQUERQUE, NM 87107, US

Direct Delivery Only:

* Saturday Pickup :

* Saturday Delivery :

No

No

No

No

* COD Services :

* Adult Signature :

* Schedule Pickup:

* Pickup Date :

* Residential Delivery

* Direct Signature :

Service Type : 2nd Day Air

Package Type: EXPRESS BOX

Weight: 1.00 lbs

Insured Value: 179.00 USD

Est. Ship & Ins Cost: \$15.97

Est. Optional Charges: \$3.48

Total Estimated Cost: \$19.45

to Merchandise proceeds shall 1 by Consignor in immediately regoing, the security interest that ner law, shall not supersede or affect ny other defect in any interests or herewith. Consignor shall have title I not contest, or assist any party in ited to Consignor or granted in Nothing in this Agreement or any

zes filing of, and shall sign and

a first priority and continuing lien on and security interest in the

ass title to Merchandise to Consignee Reporting; Payment; Inspection. Jay of each calendar month (which old, lost and damaged within 5 days eement at any time. In the event of ndise not returned, whether ebtedness of Consignee to Consignor and equity, the absolute right to take nee's books and records at any time. security interest, lien, attachment or ien, and will take all action to remove ment, no other sales of Merchandise, arty on consignment, credit, purchase arties hereto to be a contemporaneous ation or limited liability company, as ousiness is the location set forth in the LUDING, WITHOUT LIMITATION, nnify, defend and hold harmless /, obligation, claim, allegation, or and/or (b) the acts or omissions of loyees, vendors or contractors. 7) Fees. ith the enforcement of Consignor's Severability; Assignment; Counterparts. t either party. This Agreement sets n writing signed by the party to be hereof or exercise any rights nvalid or unenforceable, such invalidity of this Agreement and any such ement is not assignable by Consignee tronic signature, each of which shall be UT MERCHANDISE SHALL BE SOLD ON red are natural. However the diamonds nat any diamond in a lot of diamonds stamped on the 1.95 up, $0.75 \text{ or } \frac{3}{4} = .70 \text{ up}$, $.50 \text{ or } \frac{1}{2} = .45$

e not responsible for the estimated or terms must be reported by Consignee

weights on closeout merchandise – they are only our conservative estimates. to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or 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

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N