20141839 MEMORANDUM **Simplex**§Simplex

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§Simplex Contact Name: PAND RAGAN 50 West 47th St, Suite 20N International Gem Tower m (Name Please) Consignee Company Name: PALA New York, NY 10036 0 T: 800.233.1155 Govt Issued Registation No: PLUM F: 212.883.9532 **Business Address: 1** 0 City: CIVIHIBLE Zip: 3 980400 E: sales@simplexdiam.com www.simplexdiam.com Telephone: Facsimile: Tax ld: 13-3218259 €mail: Would you like to receive e-newsletters: Service Rep: Yes No Speacial Notes: Terms 01 Tag P/ Description / Sell Price/ Item/Lot Number List P No of Stones Oty/Cts Pc or Ct Value Sold 129450 32705-016 4000 11,655.00 110700 BR WHITE 9A 2.76 32857 -015 3850 10621.00 4 5 6 8 9 10 11 12 13 To SimplexDiam's knowledge, the diamonds and jewelry herein delivered 22 28/00 1-35 Totals 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 Ship Charge written guarantees provided by the supplier(s). 22, 24.00 1.32 USA PATRIOT ACT COMPLIANCE. The below under signed signatory G. Totals ("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 i 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, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether

all merchandise remains the property of simplexdiam, inc. until full & final payment is received. I have read the terms and conditions

Consignee be joined.

ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Authorized Signatory

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 memor or ether 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 los 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 sh 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 of 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 shalf 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 accipt 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 a other encumbr any such Lien. bulk or in any money security cash exchange applicable, dul preamble to th IMPLIED WARR Consignor and expense (include Consignee or a Consignee shall rights and reme The language u forth the final a charged with st hereunder shall provision shall I without the pric an original and AN AS IS, WHEA are found to be up, .40 or 3/8 =weights on close to SimplexDiam amounts will res of Law; Jurisdict Consignee irrevo objection to veni

York County, Sta

thereof may be

party has receiv

PROCEEDING RE

BANK WIRING

Bank Leumi U T. 1-917-542-2

Account Num

Routing Numl Swift Code: Ll

Shipment Details - Confidential Information, Not For UPS

Transaction Date: 1/10/2023

Tracking Number: 1Z0173YV0114028037

Confirmation Number: 6A704081 Reference Number: 2388,DJ207402DJ

Customer Reference Number: 2388,DJ207402DJ

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

Ship To

RAND RAGAN

RAGAN J

111 PLUM ST

CUTHBERT, GA 39840, US

E NOTICE ON REVERSE regarding UPS Terms, and n stoms purposes. If exported from the US, shipper o guilations. Diversion contrary to law is prohibited * 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: \$28.04 Est. Optional Charges: \$4.56 Total Estimated Cost: \$32.60

cility. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and lities, technology or software were exported from the US in accordance with the Export Administration RRD R 1022

the Merchandise and Consignee's books and records at any time. isignor) to have an interest, security interest, lien, attachment or ot grant or create any such Lien, and will take all action to remove ot as permitted in this Agreement, no other sales of Merchandise, 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 , and its principal place of business is the location set forth in the ING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, cation. Consignee will indemnify, defend and hold harmless oss, damage, costs, liability, obligation, claim, allegation, or of a Consignee obligation and/or (b) the acts or omissions of icers, representatives, employees, vendors or contractors. 7) Fee or suffered in connection with the enforcement of Consignor's tion; Amendment; Waiver; Severability; Assignment; Counterparts. ion will be applied against either party. This Agreement sets ived or amended except in writing signed by the party to be formance of any provision hereof or exercise any rights y provision shall be held invalid or unenforceable, such invalidity eable any other provision of this Agreement and any such unenforceable. This Agreement is not assignable by Consignee d by facsimile, pdf or electronic signature, each of which shall be Verchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON a diamonds herein delivered are natural. However the diamonds diamonds. In the event that any diamond in a lot of diamonds t Stamped. The weights stamped on the s follows: 1.00 or 1 ct = 0.95 up, 0.75 or % = .70 up, .50 or % = .45her size ranges. We are not responsible for the estimated veight, price count, price or terms must be reported by Consignee nt. Failure to make timely payment to SimplexDiam for any mount permitted to be charged under applicable law. 12) Choice of New York (without reference to its rules as to conflicts of law). aives any objection based on forum non conveniens or any other and relating to this Agreement in any jurisdiction other than New other process and papers therein and agree that the service et forth herein or other address thereof of which the sending TIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

SimplexDiam, Inc.

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

INVOICE

To Ragan Jewelers,

111 Plum St Cuthbert GA 39840 US

Telephone:

(229) 732-2040

E-Mail:

Attention:

Rand Ragan

Terms

2% in 10, Net 30

DATE:

02/13/2023

INV#:

DJ207402DJ

Terris. 276 III TO, IVEL 30							
SR#	Lot#	Description	Size	Carat Weight	TOTAL	Total Amount (US\$)	
1	32859-015	Rd White 9A	0.90s	2.76	\$ 3,850.00	\$ 10,626.00	
		Shipping Charges				\$ 33.00	
		" Cut and Polished Diamond "		Subtotal		\$ 10,659.00	
Total				2.76		\$ 10,659.00	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