SimplexDiam, Inc.

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

INVOICE

To Perfect Timing Trading Co. 1441 Oconee Heights Dr., Greensboro, GA 30642

Telephone:

(404) 229-2020

E-Mail:

perfecttiming.tb@gmail.com

Attention:

Tommy Boone

Terms:

Net Cash

DATE:

02/06/2023

INV#:

DJ207270DJ

DJ207079DJ

1101 00011					5020101050					
SR#	Lot#	Description	Size	Carat Weight	TOTAL	Tot	tal Amount (US\$)			
1 2		Radiant E VVS2 GIA 6452528960 Emerald H VS1 IGI 557248939	1.90+	3.15 2.00	\$ 480.00	1.	2,599.00 960.00			
		Shipping Charges 50 W 47 New Y 1 21	nal Gem T th St Ste 2 ork NY 100 2 883 0888	012 36		\$	62.00			
		sales@s	mplexdiam	- CQITO tal		\$	3,621.00			
		Total	5.15		\$	3,621.00	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

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 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 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 a" contesting, the validity connection herewith or order, memo form, inve under any circumstance Consignee shall provid shall list all sales, retu after receipt or the Sal such request or any te previously sold, lost or shall become immedia possession of and rem 5) Other Covenants; Re other encumbrance (ec any such Lien. Consign bulk or in any other ma money security interest cash exchange and not applicable, duly organi. preamble to this Agree IMPLIED WARRANTIES (Consignor and its share expense (including, wit Consignee or any of Col Consignee shall pay all rights and remedies wil The language used in th forth the final and entire charged with such modi hereunder shall not affe or unenforceability shall provision shall be consti without the prior writter an original and all of wh AN AS IS, WHERE IS BAS are from multiple source are found to be syntheti items/labels/tags/lnvo up, .40 or 3/8 = .37 up, . weights on closeout mer to SimplexDiam in writin amounts will result in a r of Law; Jurisdiction. This Consignee irrevocably su objection to venue. Cons York County, State of Nev thereof may be made by party has received notice.



Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/16/2023

Tracking Number: 1Z0173YV0224408016

Confirmation Number: 39420DFA

Reference Number: DJ207270DJ ORG LAB CERTI

Customer Reference Number: DJ207270DJ ORG LAB CERTI

* Saturday Pickup : No Ship From * Saturday Delivery: No ALPA SHETH * COD Services: No * Adult Signature: No 50W 47TH STREET * Residential Delivery: Yes STE 2011 * Schedule Pickup: No NEW YORK, NY 10036, US * Pickup Date: Ship To

TOMMY BOONE

PERFECT T TRADING CO. 1441 OCONEE HEIGHT DR.

GREENSBORO, GA 30642, US

* Direct Delivery Only: No

No * Direct Signature:

2nd Day Air Service Type:

LETTER Package Type: 1,00 lbs Weight:

Insured Value: 100.00 USD

\$13.84 Est. Ship & Ins Cost:

\$8.09 Est. Optional Charges:

\$21.93 Total Estimated Cost: RRD RF2 1122

age, costs, liability, obligation, claim, allegation, or signee obligation and/or (b) the acts or omissions of resentatives, employees, vendors or contractors. 7) Fees. ed in connection with the enforcement of Consignor's endment; Waiver; Severability; Assignment; Counterparts. e applied against either party. This Agreement sets mended except in writing signed by the party to be e of any provision hereof or exercise any rights on shall be held invalid or unenforceable, such invalidity y other provision of this Agreement and any such eable. This Agreement is not assignable by Consignee imile, pdf or electronic signature, each of which shall be tise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON ds herein delivered are natural. However the diamonds s. In the event that any diamond in a lot of diamonds d. The weights stamped on the 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 anges. We are not responsible for the estimated ice count, price or terms must be reported by Consignee e to make timely payment to SimplexDiam for any rmitted to be charged under applicable law. 12) Choice ork (without reference to its rules as to conflicts of law). objection based on forum non conveniens or any other ng to this Agreement in any jurisdiction other than New ocess and papers therein and agree that the service ierein or other address thereof of which the sending o, monor of July thai. The Fakties nekeby irrevocably and unconditionally waive trial by Jury in any legal action or

time. Consignee shall not contest, or assist any party in

:handise or proceeds. Nothing in this Agreement or any

I days after the last day of each calendar month (which

r the Merchandise sold, lost and damaged within 5 days

or terminate the Agreement at any time. In the event of

, all outstanding indebtedness of Consignee to Consignor

es provided by law and equity, the absolute right to take

handise and Consignee's books and records at any time.

to have an interest, security interest, lien, attachment or

or create any such Lien, and will take all action to remove

mitted in this Agreement, no other sales of Merchandise, dise to any third party on consignment, credit, purchase

deemed by the parties hereto to be a contemporaneous

principal place of business is the location set forth in the

r that it is a corporation or limited liability company, as

MERCHANDISE INCLUDING, WITHOUT LIMITATION,

onsignee will indemnify, defend and hold harmless

shall be deemed to pass title to Merchandise to Consignee

e or any interest granted to Consignor or granted in

onsignee therefor. 4) Reporting; Payment; Inspection.

signor for all Merchandise not returned, whether

BANK WIRING INSTRUCTIONS

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

PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

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

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

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	0	nternational Gem Tower		n la	Title:	0.00	Ro I		9/00	1 1			
	m	New York, NY 10036	•		Consignee Company Name: ACMACCT TIM MINUSCEPHARME MELISES								
		T: 800.233.1155		Govt Issued Registation No:									
		F: 212.883.9532	C	Busines	Business Address: 1441 OCONNE MERCHT DR. City: GREENBOKO State: 6 A Zip: 30692								
		E: sales@simplexdiam.com	m										
		www.simplexdiam.com			Telephone:	4	04-20	Focsimile:					
		Tax Id: 13-3218259	Albania .	Complete the second section	emaii:			Yes	No				
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		and in compliance with the United that the diamonds are conflict free	e based on p	personal knowledge and/or	Ship Charge	ne best of gement m	ALE OMLY. To I	19.00	ERB Z				
	written guarantees provided by the supplier(s). USA PATRIOT ACT COMPLIANCE. The below			and issted is as informal lines	under signed signatory G. Totals			979.00	iovol . Gu				
		("Signer") confirms for Signer and or will provide all other document											
		Consignee have disclosed to Sim the Consignment Agreement Terr	plexDiam al	I relevant information in connection	on with the Me	rchandise a	nd this "Agreem	ent" which includes this	s front form a	s well as			
		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? 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 unconditional 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 PR			NAL PAYMENT IS	RECEIVED. I	HAVE READ THE	TERMS AND CONDITIONS	XU 58/18/2 21/18/04/18	eka'a da			
		ON THE BACK OF THIS DOCUMENT F	AND AGREE T	O THE TERMS AND CONDITIONS.									
		WHITE: OFFICE IBLUE:	NVENTO	RY I PINK: CUSTOMER	Signatu	re Y							

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jowelry 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 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. 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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 fact that is a support of the consigner is books and records at any time.

rant or create any such Liem and will take all action to remove

s permitted in this Agreement, no other sales of Merchandise,

chandise to any third party on consignment, credit, purchase essly deemed by the parties hereto to be a contemporaneous

signor that it is a corporation or limited liability company, as

d its principal place of business is the location set forth in the

THE MERCHANDISE INCLUDING, WITHOUT LIMITATION,

on Consignee will Indemnify, defend and hold harmless

damage, costs, liability, obligation, claim, allegation, or

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

uffered in connection with the enforcement of Consignor's Amendment, Waiver, Severability, Assignment, Counterparts

will be applied against either party. This Agreement sets

ovision shall be held invalid or unenforceable, such invalidity

inforceable. This Agreement is not assignable by Consignee

facsimile, pdf or electronic signature, each of which shall be

chandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON

amonds herein delivered are natural. However the diamonds

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

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

nt permitted to be charged under applicable law. 12) Choice aw York (without reference to its rules as to conflicts of law).

s any objection based on forum non conveniens or any other

relating to this Agreement in any jurisdiction other than New

er process and papers therein and agree that the service

orth herein or other address thereof of which the sending

NALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

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

size ranges. We are not responsible for the estimated

Failure to make timely payment to SimplexDiam for any

amped. The weights stamped on the

for amended except in writing signed by the party to be nance of any provision hereof or exercise any rights

le any other provision of this Agreement and any such

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

other encumbrance bulk or in any other money security int cash exchange and applicable, duly or preamble to this A IMPLIED WARRANT Consignor and its s expense (including Consignee or any o Consignee shall pa The language used hereunder shall not or unenforceability provision shall be o without the prior w an original and all AN AS IS, WHERE IS are from multiple so are found to be syn items/labels/tags/ up, .40 or 3/8 = .37weights on closeout to SimplexDiam in v amounts will result of Law; Jurisdiction. Consignee irrevocat objection to venue. York County, State of thereof may be mad party has received r

BANK WIRING IN

Bank Leumi USA T. 1-917-542-2343

Account Number Routing Number

Swift Code: LUM

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/10/2023

Tracking Number: 1Z0173YV0227700560

Confirmation Number: 6758401C Reference Number: DJ2070779DJ

Customer Reference Number: DJ207079DJ

Ship From ALPA SHETH

- Sa

SDX

50W 47TH STREET

STE 2011

New York, NY 10036, US

**Rerouted shipment.

Ship To

JOE SHEFIELD

304 E. OAK RIDGE DR

ALBANY, GA 31705, US

* Saturday Pickup : No

* Saturday Delivery : No * COD Services : No

* COD Services : N

* Adult Signature : No

* Residential Delivery : No * Schedule Pickup : No

* Pickup Date:

The second second

* 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: \$15.46

Est. Optional Charges: \$3.04

Total Estimated Cost: \$18.50
on of liability, Where allowed by law, shipper authorities UPS to act as forwarding agent for export control and



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorites UPS to act as forwarding agent for expert continue are proposed. It exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration customs purposes. It exported from the US in accordance with the Export Administration customs up and the US in accordance with the Export Administration (RRD RF2 1122 Regulations. Diversion contrary is law they prohibited.

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Tage	F	50 West 47th St, Suite 20		riugo e a	(ontact Name:	MR	TOMA	up Boo	NE	
	r o	International Gem Tower	e m	Title:							
	m	New York, NY 10036	0	Consignee Company Name: POHOLF TIMING (Light Hame Rlease)							
		T: 800.233.1155	The second second		gistation No:	TET HELD	in municipal	out afficiency of			
		F: 212.883.9532	0	els gerffins	Busi	ness Address:	1441	O CONTE	= HEIGHT		
		E: sales@simplexdiam.co					Uboko	State: AA	Zip: 3	0642	
		www.simplexdiam.com Tax Id: 13-3218259				Telephone:	Telegraphic State	Programme States	Facsimile:		
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		written guarantees provided by th	Of Lawring	za zi batel 1	pe for each water	216	amosonqqa en	2642	ment villa		
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	("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 documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consigned have disclosed to SimplexDiam all relevant information in connection with the Marchandian and this "farrangent" which includes this front form as well as										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?										
		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										
0	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 PR	OPERTY OF SIM	PLEXDIAM, IN	IC. UNTIL FULL &	s final payment is	RECEIVED. I	HAVE READ THE	TERMS AND CONDITION	S or many	ul/ pretu
		ON THE BACK OF THIS DOCUMENT F							15/		
	WHITE: OFFICE BLUE: INVENTORY PINK: C					-R	Signatu	re Y			
	WHITE OFFICE DECE INVENTORY FIRMS COSTONICH 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 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 Consignee shall provide Consignor u shall list all sales, returns, and lost o after receipt or the Sales Report. Co such request or any termination, all previously sold, lost or damaged, wi other encumbrance (each a "Lien") in any such Lien. Consignee may sell the bulk or in any other manner, of any I money security interest or similar co cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSI IMPLIED WARRANTIES OF MERCHAN Consignor and its shareholders, dire expense (including, without limitatio Consignee or any of Consignee's aff Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreemen charged with such modification, wait hereunder shall not affect the right of or unenforceability shall attach only provision shall be construed and lim without the prior written approval o an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITEM are from multiple sources and have are found to be synthetic, SimplexDi items/labels/tags/Invoices are in ca up, .40 or 3/8 = .37 up, .33 or 1/3 =weights on closeout merchandise - 1 to SimplexDiam in writing within five amounts will result in a monthly late of Law; Jurisdiction. This Agreemen Consignee irrevocably submits to the objection to venue. Consignee waive York County, State of New York. The thereof may be made by certified m party has received notice. 13) Waivi PROCEEDING RELATING TO THIS AC

Umsic P/d

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/6/2023

Tracking Number: 1Z0173YVA207808141

Confirmation Number: AE969E7F Reference Number: DJ207270DJ

Customer Reference Number: DJ207270DJ

Ship From

ALPA SHETH

SDX INC.

50 WEST 47TH STREET

#2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

JOSH KREISBERG

3035 PARK CHASE

ALPHARETTA, GA 30022, US

* Saturday Pickup : No

* Saturday Delivery: No

* COD Services: No

* Residential Delivery: Yes

* Schedule Pickup: No

* Pickup Date:

* Adult Signature :

* Direct Delivery Only: No

* Direct Signature :

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:

\$43.05

Yes

\$15.01 Total Estimated Cost:

Bank Leumi USA, 579 Fifth Avenue, INEW TOTK, INT. IOUT.

T. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u>

Account Number: 8608095400 Routing Number: 026002794

BANK WIRING INSTRUCTIONS

Swift Code: LUMIUS3N

efor. 4) Reporting; Payment; Inspection.

ne last day of each calendar month (which

ndise sold, lost and damaged within 5 days

the Agreement at any time. In the event of

by law and equity, the absolute right to take Consignee's books and records at any time.

terest, security interest, lien, attachment or such Lien, and will take all action to remove

Agreement, no other sales of Merchandise,

hird party on consignment, credit, purchase

corporation or limited liability company, as

ce of business is the location set forth in the SE INCLUDING, WITHOUT LIMITATION,

s, employees, vendors or contractors. 7) Fees

liver, Severability; Assignment, Counterparts

neld invalid or unenforceable, such invalidity

Agreement is not assignable by Consignee

electronic signature, each of which shall be SEOUT MERCHANDISE SHALL BE SOLD ON

elivered ore natural. However the diamonds

t = 0.95 up, 0.75 or % = .70 up, .50 or % = .45

rice or terms must be reported by Consignee

be charged under applicable law. 12) Choice

t reference to its rules as to conflicts of law).

based on forum non conveniens or any other

Agreement in any jurisdiction other than New

papers therein and agree that the service her address thereof of which the sending

RIAL BY JURY IN ANY LEGAL ACTION OR

ent that any diamond in a lot of diamonds

e are not responsible for the estimated

imely payment to SimplexDiam for any

ghts stamped on the

tion with the enforcement of Consignor's

gainst either party. This Agreement sets

ept in writing signed by the party to be

vision of this Agreement and any such

vision hereof or exercise any rights

I indemnify, defend and hold harmless ability, obligation, claim, allegation, or outline and or (b) the acts or omissions of

the parties hereto to be a contemporaneous

Merchandise not returned, whether ling indebtedness of Consignee to Consignor