

TERMS OF AGREEMENT 1) Merchandise: Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, gemstones, diamonds, pearls, rubies, sapphires, emeralds, and other precious stones and gemstones 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 accepted by Consignee and there shall be no liability or recourse to Consignor thereafter. 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 of delivery to Consignee.

Simplex DIAM INC.

PG 1 of 3

MEMORANDUM

DJ 207704 DJ

From  
50 West 47th St, Suite 20N  
International Gem Tower  
New York, NY 10036  
T: 800.233.1155  
F: 212.883.9532  
E: sales@simplexdiam.com  
www.simplexdiam.com  
Tax Id: 13-3218259  
Service Rep:

Memo To

Contact Name: MARK + FLOWER "ROSE"

Title:

Consignee Company Name: FOUNTAIN CITY JEWELERS

Govt Issued Registration No:

Business Address: 2802 ESSARY DR.

City: Knoxville State: TN Zip: 37918

Telephone: 865.686.0502

Email: flower@fountaincityjewelers.com

Would you like to receive e-newsletters: Yes ☐ No ☐

Date		Special Notes:						Terms	
11.16.2023		Tag P /	Description /		Sell Price /	Value		Ret	Sold
SI	Item/Lot Number	List P	No of Stones	Qty/Cts	Pc or Ct				
1	M13R2547V0914-010		.10pt. CURVE - 14W	(4)	189-	756-			
2	M13R2547V0914-025		.25pt. CURVE - 14W	(4)	259-	1036-			
3	M13R2547V0915-025		.25pt. CURVE - 14Y	(1)		259-			
4	M13R2547V0914		.50pt. CURVE - 14W	(2)	399-	798-			
5	M13R2676V0914		1/4ct. Hw Ring - 14W	(2)		219-			(22)
6	M13R2676V0915		" " 14Y	(1)		219-			
7	M13P2689F5014		.08pt. PEND 14W	(1)		119-			
8	M13P2689F5015		" " 14Y	(1)		119-			
9	M13E2688F5014		.10pt. FARR 14W	(1)		119-			
10	M13E2688F5015		" " 14Y	(2)		119-			
11	M13R2352V0911-SP		STD BAND 10Y	(1)		229-			
12	M13R2353V0910-SP		STD BAND 10W	(2)	219-	438-			
13	M13R2353V0910-RB		R+D BAND 10W	(2)	219-	438-			

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

PG 1 4868 XX

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 documentation 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

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 Consignee 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

**Simplex** Diam INC

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MEMORANDUM  
DJ 207705 DJ

F r o m	<b>50 West 47th St, Suite 20N</b>	M e m o r a n d u m	<b>Contact Name:</b>
	<b>International Gem Tower</b>		<b>Title:</b>
	<b>New York, NY 10036</b>		<b>Consignee Company Name:</b> <u>FOUNTAIN CITY JEWELERS</u>
	<b>T: 800.233.1155</b>		<b>Govt Issued Registration No:</b>
	<b>F: 212.883.9532</b>		<b>Business Address:</b>
	<b>E: sales@simplexdiam.com</b>		<b>City:</b> <u>Manhattan</u> <b>State:</b> <u>NY</u> <b>Zip:</b> <u>10036</u>
	<b>www.simplexdiam.com</b>		<b>Telephone:</b> <u>865.686.0592</u>
<b>Tax Id: 13-3218259</b>	<b>Email:</b> <u>Ploner@Fountaincityjewelers.com</u>	<b>Would you like to receive e-newsletters:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Service Rep:</b>			

Date		Special Notes:						Terms	
11.16.2023		Tag P /	Description /		Qty / Cts	Sell Price /	Value	Ret	Sold
SI	Item/Lot Number	List P	No of Stones			Pc or Ct			
1	M13R210/V0914A		1/4ctw BAND HW		2	249-	498-		
2	M13R210/V0915A		" " 14V		2	249-	498-		
3	M13E237/V714-010		1.10pt. FAIR PEAR 14W		1		139-		
4	M13E237/V715-010		" " " 14V		1		139-		
5	M13E237/V714-010		" " " 14W		1		139-		
6	M13E237/V715-010		" " " 14V		1		139-		
7	M13E222/S014		1.10pt. hoops 14W		1		169-		
8	M13E222/S015		" " 14V		1		169-		
9	M13E242/V0814		1/4ctw hoops 14W		1		319-		
10	M13E242/V0815		" " 14V		1		319-		
11	EG100XVB08-4W-L3Q		1.00ctw hoops 14W		1		679-		
12	M13T408/V0814		1/2ctw DBY 14V		1		289-		
13	M13T408/V0815		" " " 14V		1		289-		

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

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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

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WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X

Authorized Signatory



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Simplex Diam INC

PG 3 of 3

MEMORANDUM  
DJ 207706 DJ

F r o m	50 West 47th St, Suite 20N	M e m o r a n d u m  T o	Contact Name:		
	International Gem Tower		Title:		
	New York, NY 10036		Consignee Company Name: <b>FOUNTAIN CITY JEWELERS</b>		
	T: 800.233.1155		Govt Issued Registration No:		
	F: 212.883.9532		Business Address:		
	E: sales@simplexdiam.com		City:	State:	Zip:
	www.simplexdiam.com		Telephone: <b>865.686.6502</b>		
	Tax Id: 13-3218259		Email: <b>Flower@fountaincityjewellers.com</b>		
Service Rep:			Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>		

9518xx

Date		Special Notes:					Terms	
11.16.2023		Tag P /	Description /		Sell Price /			
SI	Item/Lot Number	List P	No of Stones	Qty/Cts	Pc or Ct	Value	Ret	Sold
1	M13N4082V0814		BT + Dlg NECK 14W	①		319-		
2	M13P2442V9A11		.20pt. "3 Stone" 10Y	①		179-		
3	X13P2304B005		.50pt. Pemo 14W	①		227-		
4								
5								
6	NY220-354Y11PEEQ-18N		2.20 DBY P-C "HY"	①		1619-		
7	(PEEQ)							
8								
9								
10								
11								
12								
13								

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WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER  
Signature X  
Authorized Signatory

TOTAL - \$10,991.xx

ALL ITEMS DEL @ STORE  
BAL. DUE 12.25.2023  
GAVE ME \$300 CASH TODAY