LONDON
DE GROUP

Application Form

Terms and Conditions of Application

London DE Limited

Important Information

By completing and delivering an Application Form, you irrevocably undertake as follows:

1. to subscribe for the number of Loan Notes specified in the Application Form, on the terms of, and subject to, the conditions set out in this document, including these terms and conditions and subject to the memorandum and articles of association of London DE Ltd;

2. to accept such Loan Notes as may be allotted to you in accordance with the terms set out in this document or such lesser number of loan notes in respect of which this application may be accepted;

3. that all applications, acceptances, allotments and contracts arising from it will be governed by and construed in accordance with English law;

4. that if you sign the Application Form on behalf of somebody else or a corporation you have the authority to do so and such person will also be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these terms and conditions of application;

5. You authorise the Company or any of its respective agents to send by post a certificate for the number of loan notes for which your application is accepted and/or a crossed cheque and/or return your cheque(s) or banker's draft(s) for any monies returnable, in each case at the risk of the person(s) entitled thereto, to your address (or that of the first named applicant) as set out in the Application Form and to procure that your name (together with the name(s) of any other joint applicant(s) is/ are placed on the register of members of the Company in respect of such loan notes.

6. that you are not relying on any information or representation other than those contained in the document and accordingly you agree that neither the Company nor any person responsible solely or jointly for this document or any part thereof shall have any liability for any such other information or representation;

7. on request by the Company, to disclose promptly in writing to it any information which it may request in connection with your application; and

8. that the remittance accompanying your Application Form will be honoured at first presentation and agree that if it is not so honoured the Company (without prejudice to any other rights it may have) avoid the agreement to allot the relevant loan notes and may allot or sell them to some other person in which case you will not be entitled to any refund or payment in respect thereof.

Joint applications are acceptable.

All joint applicants should sign the Application Form and give full names and addresses in block capitals. An applicant applying on behalf of another person must complete the Application Form in the name of that other person and sign his/ her name as attorney and must enclose a power of attorney duly executed.

No person receiving a copy of this document and/or the Application Form in any territory other than the United Kingdom may treat the same as constituting an invitation or offer to him/her, nor should he in any event use such Application Form, unless in the relevant territory such an invitation could lawfully be made to him/her or such form could lawfully be used without contravention of any other legislation or other legal requirements. It is the responsibility of any person outside the United Kingdom wishing to make an application hereunder to satisfy himself/herself as to the full observance of the laws and regulations of the relevant territory in connection therewith including obtaining any governmental or other consents which may be required or observing any other formalities needing to be observed in such territory.

The Placing opened on 20th November 2019 and the initial closing date is 31st December 2025.

The period during which the Placing is open may be extended by the Directors. Applicants should note that the Directors will close the Placing immediately once it is fully subscribed.

Application Form

The Company reserves the right to request Applicants to produce evidence satisfactory to them of their right to apply for loan notes under the Offer and that such application would not result in the Company, its advisors or the Directors being in breach of any laws or regulations of the relevant jurisdiction.

The Company reserves the right to treat any Application, which does not comply strictly with the terms and conditions of the Application as nevertheless valid.

No letters of allotment or other renounceable or temporary documents of title or receipts will be issued in respect of accepted Applications but certificates will be dispatched within 14 working days of the date of allotment. Applications will be irrevocable.

I hereby apply to invest the following amount in the Company for the issue of:

LOAN NOTE

5-year term (redemption at 90 days' notice after 12 months).

London DE Limited accepts all major currencies. Please input the currency that you would like to make the payment in. This document will refer to payments in US Dollars for communication purposes.

USD

Source of funds

Please provide a brief description

SAVING

✔ I hereby confirm the source of funds used to invest are legitimate and from entirely legitimate sources.

Total enclosed at $1 per Loan Note:

50000

Please select your preferred interest option below

- [x] Monthly
- [ ] Quarterly
- [ ] Semi-Annual
- [ ] Annual
- [ ] Compound

10% Return Option 1 $10,000+ 0.83% per month	**12% Return** Option 2 $20,000+ 1.00% per month	**15% Return** Option 3 $50,000+ 1.25% per month	**18% Return** Option 4 $100,000+ 1.5% per month

To: The Directors

I/We offer to subscribe for the number of Loan Notes of $1 each in London DE LTD stated above, in respect of which this application may be accepted, subject to the memorandum and articles of association of the
Company and the terms and conditions of this Information Memorandum. I/We request that you send me/us a share certificate by post at my/our risk to the address given below for the number of loan notes in respect of which this application may be accepted.

I/We understand that the completion and delivery of this application form constitutes an acceptance of the other terms and procedure for application set out in the Information Memorandum issued to me/us, and if accompanied by a cheque constitutes an undertaking that the cheque will be honoured on first presentation. I confirm that I have received and read the Private Placing Information Memorandum issued by the Company.

I/We have made payment for the above mentioned sum, being the amount payable in full on application for the stated number of loan notes by:

- [x] **Bank transfer payable to:**

BANK	**Equals Money UK Limited**	BENEFICIARY ACCOUNT	**London DE Limited**
BANK ADDRESS:		BENEFICIARY ADDRESS:	
3rd Floor Thames House, Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom		**25 Hatton Garden, London, EC1N 8BQ, United Kingdom**	
SWIFT	**SPPVGB2LXXX**	IBAN	**GB80SPPV23188488880467**
ACCOUNT NUMBER	**88880467**	BANK CODE	**231884**

(Please note: Equals Money UK Limited absorbed Spectrum Payment Services Limited on 30th May 2024)

Applicant 1

Title: (Mr, Dr, Rev.) **Forename(s):**

Mr

SAMUEL JOSE

Surname(s):

CAICEDO PALADINES

Nationality:

COLOMBIANO

National Insurance No:

1107844534

Occupation:

INGENIERO INFORMATICO

Permanent Address:

AVENIDA 2B #32AN 42 RINCON DE LA FLORA III, APARTAMENTO 1202-B

Postcode:

760001

Email:

CAICEDOASESORESC@HOTMAIL.COM

Previous Residential Address: (If length of occupation is less than 3 years)

Telephone: (Mobile)

(+57) 319 455 5101

Telephone: (alternative)

Tax Reference Number: (if applicable)

1107844534-2

Applicant 2

Title: (Mr, Dr, Rev.) **Forename(s):**

Surname(s):

Nationality:

National Insurance No:

Occupation:

Permanent Address:

Postcode: **Email:**

Previous Residential Address: (If length of occupation is less than 3 years)

Telephone: (mobile)

Telephone: (alternative)

Tax Reference Number: (if applicable)

Bank Details

Please confirm the bank account in which you would like your monthly returns paid into. Payments are made on the 1st of each calendar month. If this date lands on a weekend or public holiday it will be sent on the next working day.

Bank Name:

BANCOLOMBIA

Bank Address:

SUCURSAL CHIPICHAPE CALI

Account Holder's Name:

SAMUEL JOSE CAICEDO PALADINES

Account Number:

81245389850

IBAN Number:

SWIFT Code / BIC Code:

COLOCOBM

Sort Code:

Currency:

PESOS COP

Important Information

Your bank account details will be held securely and are purely for the payment of your interest. If your application is in a Company name, kindly ensure your account is in the same Company name.

Anti-Money Laundering Due Diligence

We are required under Anti Money Laundering Regulations to verify the identity of all investors in the Company and we therefore require copies of (a) a proof of identity and (b) a proof of address document from you. Please supply a copy of one of the documents from list 1 (proof of identity) and one copy of a document from list 2 (proof of address).

Proof of Identity

Please email a copy of ONE of the following documents to: support@londonde.com

- [ ] **Current Passport**
- [ ] **National Insurance Card**
- [x] **National ID Card**
- [ ] **Full Drivers License**

Proof of Address

Please email a copy of ONE of the following documents to:
support@londonde.com

- [ ] **Recent Bank Statement** (less than three months old)
- [ ] **Full Drivers License** (if not used for proof of identity)
- [ ] **National ID Card** (if not used for proof of identity)
- [x] **Recent Utility Bill** (less than three month old)

Please note that we cannot accept payments from certain countries including, but not limited to: Iran, Iraq, North Korea, and South Sudan (if in doubt ask your advisor for the current list).

Statement for Self-Certified Sophisticated Investor

I/We hereby declare that I/We am/are a self-certified sophisticated investor for the purposes of the Financial Services and Markets Act 2000 Financial Promotion Order 2005.

I/We understand that this means:

1. I/We can receive financial promotions that may not have been approved by a person authorised by the Financial Conduct Authority;
2. the Content of such financial promotions may not conform to rules issued by the Financial Conduct Authority;
3. by signing this statement I may lose significant rights;
4. I/We may have no right to complain to either of the following.
   i. The Financial Conduct Authority; or
   ii The Financial Ombudsman Scheme;
5. I/We may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a self-certified sophisticated investor because at least one of the following applies:

1. I/We am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
2. I/We have made more than one investment in an unlisted company in the two years prior to the date below;
3. I/We am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
4. I/We am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least $1 million.

I/We accept that I/We can lose my property and other assets from making investment decisions based on financial promotions.

I/We am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature:

Date: 06/06/25

Joint Signature:

Date:

Statement for Certified High Net Worth Individual

I/We declare that I/We am/are a certified high net worth individual for the purposes of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001
I/We understand that this means:

1. I/We can receive financial promotions that may not have already been approved by a person authorised by the Financial Conduct Authority;
2. The content of such financial promotion may not conform to rules issued by the Financial Conduct Authority;
3. By signing this statement I may lose significant rights;
4. I/We may have no right to complain to either of the following–
   i. The Financial Conduct Authority; or The Financial Ombudsman
   ii. Scheme;
5. I/We may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a certified high net worth individual because at least one of the following applies:

1. I/We had, during the financial year immediately preceding the date below, an annual income to the value of $100,000 or more;
2. I/We held, throughout the financial year immediately preceding the date below, net assets to the value of $250,000 or more. Net assets for the purpose do not include:
   i. The property which is my primary residence or any loan secured on that residence;
   ii. Any rights of mine under a qualifying contract of insurance within the meaning of the Financial Services and market Act 2000 (Regulated Activities) Order 2001; or
   iii. Any benefits (in the form of pensions or otherwise) which are repayable on the termination of my service or on my death or retirement and to which I am (or my dependents are), or may be, entitled.

I/We accept that I/We can lose my property and other assets from making investments decision based on financial promotions.

I/We am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature:

Date:

Joint Signature:

Date:

Statement of Institutional Investor

The directors of company listed below ("the Applicant") hereby declare that the applicant is a institutional investor for the purposes of the Financial Services and Markets Act 2000 Financial Promotion Order 2005.

The Applicant understand that this means:

1. the Applicant can receive financial promotions that may not have been approved by a person authorised by the Financial Conduct Authority;
2. the Content of such financial promotions may not conform to rules issued by the Financial Conduct Authority;
3. by signing this statement, I the Applicant may lose significant rights;
4. The Applicant may have no right to complain to either of the following
   iii. The Financial Conduct Authority; or The Financial
   iv. Ombudsman Scheme;
5. The Applicant may have no right to seek compensation from the Financial Services Compensation Scheme.

The Applicant qualifies as a Qualified Investor because at least one of the following applies:

(a) credit institution; an
(b) investment firm;
(c) any other authorised or regulated financial institution;
(d) a collective investment scheme or the management company of such a scheme; (e) a pension fund or the management company of a pension fund;
(f) a commodity or commodity derivatives dealer;
(g) any other institutional investor;

The Applicant accepts that the investments to which the promotions will relate may expose it to a significant risk of losing all of the money or other property invested. The Applicant is aware that it is open to seek advice from an authorised person who specialises in advising on non-readily realisable securities.

Signature:

Date:

Joint Signature:

Date:

Terms and Conditions of the Loan Notes

The following are the Conditions which are applicable to the Loan Notes.

The fixed interest rate of a one to five year secured Loan Note securities, issued by the Company and which were constituted by the IM and as amended and restated by this Deed and secured by a Security Deed, each dated December 2020 and made between the Company and the Trustee, as trustee for each Subscriber.

Copies of the Trust Deed and the Security Deed are available for inspection during normal business hours at the registered office for the time being of the Company being at the date of the issue of the Loan Notes and at the registered office of the Trustee. The Subscribers are entitled to the benefit of, and are deemed to have notice of, all the provisions of the Trust Deed and the Security Deed.

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes these Conditions) and the Security Deed. In the event of any conflict between these Conditions and the Trust Deed or the Security Deed, the Trust Deed or the Security Deed, as applicable, shall govern.

1. Definitions

Capitalised terms used herein without definition shall have the same meanings ascribed to such terms in the Trust Deed unless the context otherwise requires or unless otherwise stated.

In these conditions:

Applicable Issue Date	means the date of first entry of the relevant Subscribers into the Register;
Articles	the articles of association of the Company, as amended or superseded.
Business Day	means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the City of London;
Company Security	has the meaning given to it in Condition 4 (Security);
Conversion Date	the date upon which the Subscriber elects to convert all of their outstanding Loan Notes into loan notes, if they elect to do so;
Conversion Notice	a notice in writing by a Subscriber to the Company to convert all of that Subscriber's outstanding Loan Notes into loan notes in accordance with this Deed;
Events of Default	means the events detailed in Condition 12.1 (Events of Default) and "Event of Default" means any of them;
Independent Expert	the auditors for the time being of the Company or otherwise an independent firm of accountants appointed by the Company;
Interest Payment Dates	means the first Business Day of each calendar month during the Term of the Loan Notes and the Maturity Date, and "Interest Payment Date" means any such date;

Maturity Date	means the fifth anniversary of the Applicable Issue Date;
Potential Event of Default	means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/ or request, would constitute an Event of Default;
Relevant Date	means, with respect to any payment due in respect of the Loan Notes, the date on which such payment first becomes due but, if the full amount of the money payable has not been received by the paying agent on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect is duly given to the Subscribers by the Company in accordance with Condition 13 (Notices);
Reserved Matter	means a modification of the Maturity Date or any Interest Payment Date, a reduction or cancellation of the principal or interest payable in respect of the Loan Notes or an alteration of the currency of payment of the Loan Notes;
Subscriber	means the person(s) in whose name any Loan Notes are, or Loan Note is, registered (regardless of underlying beneficial ownership), and "Subscribers" means all or any of the them (as the case may be);
Security Deed	means the fixed and floating charge security document made between the Company and the Trustee (as modified and/or supplemented and/or restated from time to time) securing the assets of the Company in favour of the Trustee as described therein;
Taxes	has the meaning given to it in Condition 10.1 (Withholding); and
Term of the Loan Notes	means the period commencing on the relevant Applicable Issue Date and ending on the corresponding Maturity Date.

2. Form, Denomination and Transfer

1. The Loan Notes are in registered form.

2.2 The Loan Notes were only subscribed to by those who fall within the following categories (but not limited to):

(a) overseas participants as defined in article 12 of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (the "Order");
(b) investment professionals as defined in article 19 of the Order;
(c) high net worth individuals as defined in article 48 of the Order;
(d) high net worth companies or unincorporated associations as defined in article 49 of the Order;
(e) sophisticated investors as defined in article 50 of the Order; or
(f) self-certified sophisticated investors as defined in article 50A in the Order.

2.3 The Loan Notes shall be held by, and issued to, Subscribers in certified form. The person in whose name any Loan Notes are registered in the register (the "Register") relating to the Loan Notes maintained by the Company will (in the absence of manifest error) be treated at all times for all purposes (including the purpose of making payments, whether or not any such payments are overdue) as the absolute owner thereof. The Loan Notes shall not be issued or registered in the names of more than one Subscriber.

2.4 The Loan Notes are fully transferable.

2.5 In the case of an event, such as bankruptcy of a Subscriber, giving rise to the transmission of Loan Notes by operation of law, any person who becomes entitled to the Loan Notes may be registered in the Subscriber's place and shall be entitled to repayment of the Loan Notes, upon producing such evidence as the Directors may reasonably require to satisfy them of that person's entitlement. In the case of death of a Subscriber, only the executors or administrators or any other persons the Directors may reasonably determine may be registered in the Subscriber's place

2.6 If any certificate is worn out or defaced then, on production of it to the Company, it may cancel it and may issue a fresh certificate in lieu. If any certificate is lost or destroyed it may be replaced on such terms (if any) as to evidence and indemnity as the Company may require. An entry recording the issue of the new certificate and indemnity (if any) shall be made in the Register.

3. Status

The Loan Notes are direct limited recourse obligations of the Company, are secured in the manner set out in Condition 4 (Security), and rank pari passu without preference or priority amongst themselves, save as otherwise set out in the Conditions (including as to interest payable).

4. Security

1. The Company's obligations in respect of the Loan Notes are secured pursuant to the Security Deed by way of charge and assignment in respect of the Charged Assets in favour of the Trustee for the benefit of itself and the Subscribers, as more fully described in the Security Deed.

4.2 The security created by the Security Deed and/or pursuant to any deed or document supplemental thereto is referred to herein as the "Company Security".

4.3 The Company Security shall become enforceable upon the delivery of an Acceleration Notice (as defined in Condition 12).

5. Order of Payments

Following the enforcement of the Company Security, the net proceeds of enforcement of the Company Security shall be applied in the following order of priority:

(a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Trustee or any Appointee in preparing and executing the trusts under the Trust Deed or the Security Deed;
(b) second, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Trustee or any Appointee in realising any Company Security and the Trustee's and any such Appointee's remuneration including (without limitation) under clause 17 of the Trust Deed and under clause 17 of the Security Deed;
(c) third, in payment, on a pro rata and pari passu basis, to the Subscribers of any interest due and payable in respect of the Loan Notes;
(d) fourth, in payment, on a pro rata and pari passu basis, to the Subscribers of any principal due and payable in respect of the Loan Notes;
(e) fifth, in payment of any other unpaid fees and expenses of the Company (in each case insofar as they relate to the Loan Notes) on a pro rata and pari passu basis;
(f) and lastly, in payment of any surplus to the Company.

6. Covenants

1. General Covenants

In addition to the covenants of the Company set out in the Trust Deed and the Security Deed, for so long as any of the Loan Notes remain outstanding, the Company covenants that it will not without the consent in writing of the Trustee engage in any activity, or do anything other than:

(a) carry out the business of a company specialising in the supply and resale of gemstones and finished jewellery (including (without limitation) using the proceeds for the expansion of inventory, marketing and advertising and administration) and anything ancillary to that business; and
(b) perform any act incidental to or necessary in connection with (a) above.

The Company also covenants, for so long as any of the Loan Notes remain outstanding, not to create or permit to subsist, over any of the security constituted by or created pursuant to the Security Deed, any mortgage or charge or any other security interest ranking in priority to the security created by or pursuant to the Security Deed, save as expressly permitted by the Security Deed.

6.2 Information
Covenants
For so long as any of the Loan Notes remain outstanding, the Company shall:

(a) Send (by conventional postal transmission in printed form or electronic means, as determined by the Company in its sole discretion) to each Subscriber an updated copy of the company's financial forecasts.

(b) at the request of Subscribers holding not less than 75 per cent in principal amount of the Loan Notes for the time being outstanding, convene a meeting of the Subscribers to discuss the financial position of the Company, provided, however, that the Company shall not be required to convene any such meeting pursuant to this Condition 6.2(b) more than once in any calendar year. Upon the request of Subscribers to convene any such meeting, as aforesaid, the Company shall notify all Subscribers of the date (which date shall be no more than 21 days following such request), time and place of the meeting in accordance with Condition 13 (Notices). The Company shall act in good faith in addressing any questions regarding its financial position raised at any such meeting, provided, however, that the Company shall not be obliged to disclose any information which it, in its absolute discretion, considers to be of a confidential nature. For the avoidance of doubt, the provisions of this Condition 6.2(b) are in addition to the meetings provisions set out in Condition 14 (Meetings of Subscribers, Modification and Waiver).

7. Interest

1. Interest Rate and Interest Payment Dates

Subject to Condition 7.2, the Loan Notes will bear interest from (and including) the Applicable Issue Date at an annual rate which is specified by the Company and which is endorsed on the relevant Loan Note Certificate but being up to 30% per annum. Any interest shall be payable in arrears on each Interest Payment Date in respect of the period from and including the immediately preceding Interest Payment Date to but excluding the current Interest Payment Date. Interest shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 365 day year (or in the case of a leap year, a 366 day year).

7.2 Interest
Accrual
Each of the Loan Notes will cease to bear interest from (and including) its due date for redemption, unless payment of the principal in respect of the Loan Notes is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in this Condition 7.

7.3 Calculation of Broken Interest

When interest is required to be calculated in respect of a period that ends prior to an Interest Payment Date, it shall be calculated on the basis of (a) the actual number of days in the period from (and including) the date from which interest begins to accrue (the "Accrual Date") to (but excluding) the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to (but excluding) the next following Interest Payment Date multiplied by 4, and multiplying this fraction by the rate of interest specified in Condition 7.1 (Interest Rate and Interest Payment Dates) and the relevant principal amount of the Loan Notes.

8. Payments

1. Payments in respect of the Loan Notes

Payments of principal in respect of each of the Loan Notes will be made by the Company to the relevant Subscriber appearing on the Register on the Maturity Date.

Payments of interest in respect of each of the Loan Notes will be made 10 calendar days after the interest record date by the Company to the relevant Subscriber appearing on the Register on the interest record date.

All payments of principal and interest in respect of each of the Loan Notes by or on behalf of the Company will be made at the Subscriber's risk.

8.2 Method of Payment

Payments of principal and interest in respect of each of the Loan Notes will be made by cheque or bank transfer by the Company in favour of the relevant Subscriber. If such payment is to be made by cheque, it shall be sent at the Subscriber's risk to the address notified to the Company for such purposes in writing.

8.3 Payments subject to Applicable Laws

Payments in respect of principal and interest on the Loan Notes is subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

8.4 Payment Day

If the date for payment of any amount in respect of any Loan Notes is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

9. Redemption, Purchase and Conversion

1. Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified in these Conditions, the Loan Notes will be redeemed by the Company at their principal amount on the Maturity Date, payable to the Subscribers registered as the holders of such Loan Notes on the Maturity Date.

9.2 Early redemption by the Company

At any time after the Applicable Issue Date, the Company may, by giving the Trustee and the relevant Subscriber not less than 21 calendar days' notice in writing (a "Company Redemption Notice"), redeem from the relevant Subscriber, the aggregate principal amount of all Loan Notes then held by them and outstanding, as stated in such Company Redemption Notice (subject to such amount being a multiple of $500) together with all accrued interest thereon on the date specified in such Company Redemption Notice. The service of a Company Redemption Notice under this Condition 9.2 shall be irrevocable.

9.3 Early redemption by the Subscriber

At any time after the first anniversary of the Applicable Issue Date, the Subscriber may, with the prior written consent of the Company, by giving the Trustee and the Company not less than 90 calendar days' notice in writing (a "Subscriber Redemption Notice"), redeem the aggregate principal amount of all Loan Notes then held by him and outstanding, as stated in such Subscriber Redemption Notice (subject to such amount being a multiple of $500) together with all accrued interest thereon on the date specified in such Subscriber Redemption Notice. The service of a Subscriber Redemption Notice under this Condition 9.2 shall be irrevocable.

9.4 Calculations

Each calculation, by or on behalf of the Company, for the purposes of this Condition 9 shall, in the absence of manifest error, be final and binding on all persons. If the Company does not at any time for any reason calculate amounts referred to in this Condition 9, such amounts may be calculated by the Trustee, or an agent appointed (at the expense of the Company) by the Trustee for this purpose (without any liability accruing to the Trustee as a result) based on information supplied to it by the Company, and each such calculation shall be deemed to have been made by the Company.

9.5 Purchase of Loan Notes by the Company

The Company may at any time, by giving not less than 21 calendar days' prior written notice to the Trustee and any Subscriber, purchase Loan Notes from a Subscriber on such terms and conditions as shall be agreed between the relevant Subscriber(s) and the Directors.

9.6 Cancellation of purchased or redeemed Loan Notes

All Loan Notes redeemed by the Company pursuant to Condition 9.2 (Early Redemption by the Company) or redeemed by the Subscriber pursuant to Condition 9.3 (Early Redemption by the Company) or purchased by the Company pursuant to Condition 9.5 (Purchase of Loan Notes by the Company) shall be cancelled and may not be issued or resold.

9.7 Conversion

Notwithstanding any provision to the contrary in this Deed (including these Conditions), each Subscriber shall have the right to serve one or more Conversion Notices on the Company not less than 10 Business Days prior to the Maturity Date, to convert all of the Loan Notes then held by him and outstanding into fully paid-up issued loan notes at the Conversion Price. Such conversion shall be completed within 10 Business Days of the date the Conversion Notice is served.

The service of any Conversion Notice by a Subscriber shall be irrevocable.

Conversion of the Loan Notes shall be effected by the Company redeeming the relevant Loan Notes on the Conversion Date. Each Subscriber whose Loan Notes are being converted shall be deemed to irrevocably authorise and instruct the Company to apply the redemption moneys payable to that Subscriber in subscribing for loan notes on conversion of the Loan Notes. loan notes arising on conversion of the Notes shall be issued and allotted by the Company on the Conversion Date and the certificates for such loan notes shall be despatched to the persons entitled to them at their own risk. Each Share arising on conversion shall be issued and allotted at the Conversion Price.

Loan notes arising on conversion of the Loan Notes shall be credited as fully paid and having the rights set-out in the Articles, and shall carry the right to receive all dividends and other distributions declared after the Conversion Date.

The entitlement of a Subscriber to a fraction of a Share shall be rounded to the nearest whole number of loan notes which result from the conversion of the Loan Notes.

The Company undertakes that, while the Loan Notes remain in issue, it shall (pending either the payment of any redemption moneys in respect of the Loan Notes or the issue of the loan notes on conversion, each in accordance with the provisions of this Deed):

(a) not alter the Articles in any way which would adversely affect the rights of the Noteholders without the prior sanction of a Special Resolution; and
(b) maintain sufficient authorised but unissued Equity Securities in the Company to satisfy in full, without the need for the passing of any further resolutions of its shareholders, the most onerous of the outstanding rights of conversion for the time being attaching to the Notes.

9.8 Fair Value

If the "Fair Value" of a Share is to be determined for the purposes of the calculation of the Conversion Price then it shall be determined by an Independent Expert and the following provisions shall apply. Fair Value will be determined by the Independent Expert, first valuing the Company as a whole:

(a) assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
(b) assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion;
(c) taking account of any loan notes which may be allotted pursuant to options which have been issued by the Company and which are still outstanding;
(d) taking account of any bona fide offer for the Company received from an unconnected third party within 6 months prior to the Conversion Notice being served or deemed to have been served;
(e) taking into account any sums due under the Loan Notes; and
(f) having valued the Company as a whole, the Independent Expert will determine the Market Value of the loan notes concerned disregarding whether the loan notes concerned represent a majority or a minority interest. The Independent Expert will act as expert and not as arbitrator and their costs will be borne by the Company. The written certificate of the Independent Expert will be conclusive and binding on the Company and the Subscriber (except in the case of fraud or manifest error).

10. Taxation

1. Withholding

To the extent required by law, payments of principal and interest in respect of the Loan Notes by or on behalf of the Company shall be made subject to withholding and/or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes") imposed or levied by or on behalf of the United Kingdom or any political subdivision or authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or authority thereof or therein having power to tax to which the Company becomes subject in respect of payments made by it of principal and interest on the Loan Notes.

10.2 The Company shall issue a certificate of deduction of tax in respect of any withholding or deduction made in accordance with Condition 10.1 (Withholding) as soon as reasonably practicable.

10.3 The payments of principal and interest in respect of the Loan Notes by or on behalf of the Company shall be free and clear of withholding or deduction except for any withholding or deduction made in accordance with Condition 10.1 (Withholding).

10.4 No obligation to pay additional amounts
Neither the Company, the Trustee nor the Paying Agent shall be obliged to pay any additional amounts to the Subscribers as a result of any withholding or deduction made in accordance with Condition 10.1 (Withholding).

11. Prescription

Claims in respect of the Loan Notes will become void unless made within a period of 10 years (in the case of principal) and 5 years (in the case of interest) after the Relevant Date therefor.

12. Events of Default and Enforcement

12.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least 75 per cent in principal amount of the Loan Notes then outstanding or if so directed by an Extraordinary Resolution (subject in each case to being secured and/ or indemnified to its satisfaction) shall (but in the case of the happening of any of the events described in paragraphs 12.1(b) and (i) below, only if the Trustee shall have certified in writing to the Company that such event is, in its reasonable opinion, materially prejudicial to the interests of the Subscribers), give notice in writing within 15 Business Days upon becoming aware of the occurrence of any Event of Default (an "Acceleration Notice") to the Company that the Loan Notes are, and the Loan Notes shall thereupon immediately \become, due and repayable at their principal amount together with accrued interest as provided in the Trust Deed if any of the following events (each, an "Event of Default") shall occur:

(a) if default is made in the payment of any principal or interest due in respect of the Loan Notes or any of them and the default continues for a period of 90 calendar days; or

(b) if the Company fails in any material respect to perform or observe any of its other obligations under, or in respect of, these Conditions, the Trust Deed or the Security Deed or if any representation given by the Company to the Trustee in the Trust Deed or the
Security Deed is found to be materially untrue, incorrect or misleading as at the time it was given and (except in any case where, in the reasonable opinion of the Trustee, the failure or inaccuracy is incapable of remedy) the failure or inaccuracy continues for a period of 30 calendar days next following the service by the Trustee on the Company of notice requiring the same to be remedied; or

(c) (A) any other present or future indebtedness of the Company for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (C) the Company fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds $50,000 or its equivalent in other currencies (as reasonably determined by the Trustee); or

(d) if any order is made by any competent court or resolution passed for the winding-up or dissolution of the Company save for the purposes of reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or

(e) if the Company ceases or threatens to cease to carry on the whole or, in the opinion of the Trustee, a substantial part of its business, save for the purposes of reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or

(f) if the Company stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

(g) if (A) proceedings are initiated against the Company under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, liquidator, manager, administrator or other similar official, or an administrative or other receiver, liquidator, manager, administrator or other similar official is appointed, in relation to the Company or, as the case may be, in relation to all or substantially all of the Company's undertaking or assets, or an encumbrancer takes possession of all or substantially all of the Company's undertaking or assets, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against all or substantially all of the Company's undertaking or assets and (B) in any case (other than the appointment of an administrator) is not discharged within 14 calendar days; or

(h) if the Company initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium); or

(i) if the Company makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or

(j) if it is or will become unlawful for the Company to perform or comply with any of its obligations under or in respect of the Loan Notes, the Trust Deed or the Security Deed.

12.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Company (or any of its subsidiaries) as it may think fit to enforce the provisions of the Trust Deed, the Security Deed or otherwise, including (without limitation) the right to require the Company to take steps to enforce any security it may hold from time to time in respect of or in connection with the assets and undertaking of any of its subsidiaries, but the Trustee shall not be bound to take any such proceedings or other steps or action in relation to the Trust Deed, the Security Deed or otherwise unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least 75 per cent in principal amount of the Loan Notes then outstanding and (ii) it shall have been secured and/or indemnified to its satisfaction. No Subscriber shall be entitled to (i) take any steps or action against the Company to enforce the performance of any of the provisions of the Trust Deed or the Security Deed; or (ii) take any other action (including lodging an appeal in any proceedings) in respect of or concerning the Company, in each case unless the Trustee, having become bound so to take any such steps, actions or proceedings, fails so to do within a reasonable period and the failure shall be continuing.

13. Meetings of Subscribers, Modification and Waiver

13.1 Meetings of Subscribers

The Trust Deed contains provisions for convening meetings of the Subscribers to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the provisions of the Trust Deed (including these Conditions) or the Security Deed. Such a meeting may be convened by the Company or the Trustee and shall be convened by the Trustee if requested in writing by Subscribers holding not less than 10 per cent in principal amount of the Loan Notes for the time being outstanding (other than in respect of a meeting requested by Subscribers to discuss the financial position of the Company, which shall be requested in accordance with, and shall be subject to, Condition 6.2(b) (Information Covenants)).

The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in aggregate at least 75 per cent in principal amount of the Loan Notes for the time being outstanding, or at any adjourned meeting one or more persons holding or representing in aggregate at least 75 per cent in principal amount of the Loan Notes for the time being outstanding, except that at any meeting the business of which includes a Reserved Matter, the quorum shall be one or more persons holding or representing in aggregate not less than 75 per cent in principal amount of the Loan Notes for the time being outstanding, or at any such adjourned meeting one or more persons holding or representing in aggregate not less than 75 per cent in principal amount of the Loan Notes for the time being outstanding. The Trust Deed defines "Extraordinary Resolution'" as a resolution expressed as such and passed at a duly convened meeting of the Subscribers by a majority consisting of not less than 75 per cent of the persons voting at such meeting upon a show of hands or if a poll is duly demanded by a majority consisting of not less than 75 per cent of the votes given on such poll. An Extraordinary Resolution passed by the Subscribers is binding on all the Subscribers, whether or not they are present at any meeting and whether or not they voted on the resolution.

(a) A resolution in writing signed by or on behalf of Subscribers holding not less than 75 per cent in principal amount of the Loan Notes for the time being outstanding or a consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of Subscribers holding not less than 75 per cent in principal amount of the Loan Notes for the time being outstanding, shall, in each case, be as valid and effective as an Extraordinary Resolution passed at a meeting of the Subscribers.

13.2 Modification, Waiver, Authorisation and Determination

The Trust Deed provides that the Trustee may agree, without the consent of the Subscribers, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Trust Deed (including these Conditions), the Security Deed or any other agreement relating to the Loan Notes to which the Trustee is a party, or determine, without any such consent as aforesaid, that any Potential Event of Default or Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Subscribers so to do or may agree, without any such consent as aforesaid, to any modification which, in the opinion of the Trustee, is of a formal, minor or technical nature or necessary to correct a manifest error or an error which is, in the opinion of the Trustee, proven.

Any such modification, waiver, authorisation or determination shall be in writing, shall be binding on the Subscribers and shall be notified to the Subscribers in accordance with the notice provisions of the Security Deed as soon as practicable thereafter (unless the Trustee determines such notice is unnecessary).

13.3 Trustee to have regard to interests of Subscribers as a class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall: (i) have regard to the general interests of the Subscribers as a class (but shall not have regard to any interests arising from circumstances particular to individual Subscribers whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Subscribers (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political subdivision thereof and the Trustee shall not be entitled to require, nor shall any Subscriber be entitled to claim, from the Company, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Subscribers and (ii) shall not be required to have regard to the interests of any other secured parties.

14. Indemnification of the Trustee and Trustee Contracting with the Company

The Trust Deed and the Security Deed contain provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless secured and/or indemnified to its satisfaction. The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into or be interested in any contract or financial or other transaction or arrangement with the Company or any subsidiary and (b) to accept or hold the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Company or any subsidiary.

The Trustee shall not be bound to take any step or action in connection with the Trust Deed, the Security Deed or the Loan Notes or obligations arising pursuant thereto, where it is not satisfied that it is indemnified and/or secured against all its liabilities and costs incurred in connection with such step or action and may demand, prior to taking any such step or action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify it.

The Trustee shall have no responsibility for the validity, sufficiency or enforceability of the Company Security.

15. Contracts (Rights of Third Parties) Act 1999

No person other than the Trustee shall have any right to enforce these Conditions under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

16. Warranties and Undertakings

1. The Company undertakes to each Subscriber that:

   (a) it will fulfil the obligations imposed on it by this Deed;
   (b) it will comply with the provisions of the Loan Note certificates; and
   (c) the Loan Notes are held subject to and with the benefit of the terms and conditions set out in this Deed and are binding on the Company and the Subscribers and all persons claiming through or under them.

16.2 The Company warrants to each Subscriber from the date of this Deed, and at all times while such Subscriber holds the Loan Notes that:

   (a) it has the power and authority to issue the Loan Notes and to exercise its rights and perform its obligations under the Loan Notes;
   (b) it has the power and authority to enter into this Deed and to exercise its rights and perform its obligations under this Deed;
   (c) it has taken all necessary actions to authorise the execution, delivery and performance of this Deed; and
   (d) it has been duly incorporated and is validly subsisting under the laws of the jurisdiction in which it is incorporated.

17. Governing Law

1. These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

17.2 the parties to this Deed irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Conditions or their subject matter or formation (including non- contractual disputes or claims).

LONDON DE LIMITED
APPLICATION FORM AND TERMS AND CONDITIONS FOR SUBSCRIBERS TO LOAN NOTES OF LONDON DE LTD

Please note that you should only subscribe for Loan Notes in London DE Limited if you have read in full the Information Memorandum issued by London DE Limited.

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