

9th January 2023

To Whom It May Concern

**RE: Talisman Surety & Fidelity Company Inc.**

We are delighted to be working with Talisman Surety & Fidelity Company Inc. who have issued Capital Coverage bonds to protect investor capital. Woodville Consultants Ltd have zero defaults on payments to Investors.

We would like to take this opportunity to detail clearly how these Capital Coverage bonds work.

Firstly, we are pleased to confirm the Capital Coverage Bond covers the investor capital protection. The insurance covers the individual cases that are funded using the investor proceeds.

Using a live example:

1. A client invests £100,000 and a capital coverage bond is issued. The underlying assets are 100 claims at £1,000 each.
2. All 100 claims fail; Talisman pay out £100,000 and investor receives all their capital.
3. **IF 10** of the claims fail then Talisman will **ONLY** pay out £10,000 (the failed cases) as the other 90 claims were successful.
4. The client receives £90,000 from the successful 90 claims from Woodville and £10,000 on the unsuccessful ones. The £10,000 is paid directly to the investor from Talisman, totalling £100,000.

We have highlighted the terms of the Capital Coverage Bonds below:

- The investor's capital is given to Woodville and Woodville allocate this cash to certain solicitors.
- Woodville lends the capital to the named solicitor on the Capital Coverage Bond for various cases such as Road Traffic Accidents, Housing Disrepair, Plevin and PCP.
- These loans are no more than £5,000 each and are given to solicitors for individual cases.
- The Capital Coverage Bond insures the performance of the solicitor to repay Woodville the individual loans under their credit agreement.
- The bond lists the amount the investor has invested and the solicitor that has received the cash.
- It details the various agreements under which the bond is issued and makes clear that it is the small individual loans that are bonded.
- In the event any of these individual loans are not repaid then subject to proof the bond will **ONLY** pay the small loan that the solicitor was unable to repay.
- The bond does not insure the performance of Woodville and its ability to repay the investor, rather it insures the solicitor's inability to repay Woodville for the individual loans for the cases/claims. If the solicitor repays Woodville 100% then the bond does not have any further liability.

[info@woodville-consultants.co.uk](mailto:info@woodville-consultants.co.uk) | [www.woodville-consultants.co.uk](http://www.woodville-consultants.co.uk) | 0330 124 1566



- Under the Capital Coverage Bond, the investor is joint Obligee with Woodville. The bond confirms that any claim made will be paid directly to the investor.
- The investor signs a Declaration Letter to confirm that they have read the documents issued and have understood the terms.

If you have any questions, or require further assistance, please contact ourselves or your Introducer.

Regards,

A handwritten signature in black ink, appearing to read "Peter Legge", is written over a horizontal line.

**Peter Legge**  
**Director**  
**Woodville Consultants Ltd**

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Woodville Consultants Limited. Registered in England and Wales number 08093201  
Registered office and correspondence address: Suite F, Llanover House, Llanover Road,  
Pontypridd CF37 4DY



**INTERNATIONAL INSURANCE BROKERS LIMITED**

Broker at **LLOYD'S**

69 Leadenhall St  
London EC3A 2DB


Tel: +44(0)20 7369 5300  
eMail: [general@ramon.co.uk](mailto:general@ramon.co.uk)  
[www.ramon.co.uk](http://www.ramon.co.uk)

1<sup>st</sup> November 2021

To whom it may concern,

Ramon International Insurance Brokers Ltd. confirm that we have reviewed and approved Talisman Casualty Insurance Co., LLC Protected Cell 01. as security, noting that the cell is re-insured 100% with Lloyds of London and A rated company underwriters.

**Approved Signatory of Ramon  
International Insurance Brokers Ltd.**

  
.....

**Signature**

Paul Wells  
.....

**Print Name**

Chief Financial Officer  
.....

**Position or Title**

17th November 2021

To Whom It May Concern,

**RE: Talisman Casualty Insurance Co. LLC**

We are delighted to be working with Talisman Casualty Insurance Co. LLC who have issued Capital Coverage bonds to protect investor capital.

We would like to take this opportunity to detail clearly how these Capital Coverage bonds work.

Firstly, we are pleased to confirm the Capital Coverage Bond covers the investor capital protection. The insurance covers the individual cases that are funded using the investor proceeds.

Using a live example:

1. A client invests £100,000 and a capital coverage bond is issued. The underlying assets are 100 claims at £1,000 each.
2. All 100 claims fail; Talisman pay out £100,000 and investor receives all their capital.
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We have highlighted the terms of the Capital Coverage Bonds below:

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- These loans are no more than £5,000 each and are given to solicitors for individual cases.
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- The bond lists the amount the investor has invested and the solicitor that has received the cash.
- It details the various agreements under which the bond is issued and makes clear that it is the small individual loans that are bonded.
- In the event any of these individual loans are not repaid then subject to proof the bond will **ONLY** pay the small loan that the solicitor was unable to repay.
- The bond does not insure the performance of Woodville and its ability to repay the investor, rather it insures the solicitor's inability to repay Woodville for the individual loans for the cases/claims. If the solicitor repays Woodville 100% then the bond does not have any further liability.
- Under the Capital Coverage Bond, the investor is joint Obligee with Woodville. The bond confirms that any claim made will be paid directly to the investor.
- The investor signs a Declaration Letter to confirm that they have read the documents issued and have understood the terms.

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Woodville Consultants Limited. Registered in England and Wales number 08093201  
Registered office and correspondence address: Suite F, Llanover House, Llanover Road,  
Pontypridd CF37 4DY



We attach a copy of the Ramon International Insurance Brokers letter confirming 100% reinsurance. Please release this on the strict instructions that this information is strictly confidential and that no party is to make direct contact with Lloyd's. Any communication must be directed through Woodville, Ramon and Talisman - this is a non-negotiable condition.

We thank you for your continued support and look forward to speaking further.

Regards,

A handwritten signature in black ink, appearing to read "Peter Legge", is positioned above the typed name.

**Peter Legge**  
**Director**  
**Woodville Consultants Ltd**



**Talisman Surety &  
Fidelity Company**

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**TALISMAN SURETY AND FIDELITY COMPANY, INC**

2500 McGee Dr. STE 140  
Phone: 800 318-5317  
Fax: 504 648-6701  
[www.talismancell.com](http://www.talismancell.com)

**ANNOUNCEMENT OF CHANGE OF INSURER**

To all customers, clients, and business associates:

We are excited to announce that effective June 24, 2022, Talisman Surety & Fidelity Protected Cell, Inc. (dba "Talisman Surety & Fidelity Company, Inc") has assumed all the rights, obligations, and liabilities of Talisman Casualty Insurance Company, LLC Protected Cell #01 under all active policies issued by Talisman Casualty Insurance, Co., LLC Protected Cell #01.

Talisman Surety & Fidelity Company is an Oklahoma captive protected cell of Talisman Insurance Company, Inc., an Oklahoma Sponsored Cell Captive Insurance Company. All terms and conditions of your policy remain unchanged except that Talisman Surety & Fidelity Company is now the insurer under your policy.

Please share this announcement with your clients, constituents, and policy holders.

All future notices, claims, and correspondence should now be sent directly to....

Attn: Jeffrey Keast, Director of Risk Management for Talisman Surety & Fidelity Company  
2500 McGee Dr., Ste 140  
Norman, OK 73072

Contact information for Talisman personnel remains unchanged except for new email addresses which you will experience in the coming days. All previous email addresses will be forwarded to each person's attention, so there should be no interruption in communication.

For more information on Talisman Surety & Fidelity Company, Inc. you can visit our website at [www.talismancell.com](http://www.talismancell.com), which will be live withing the next few days.

Should you have any questions, please contact me at your earliest convenience at 830 431-1221.

Sincerely and regards,

Talisman Casualty Insurance  
Company, LLC Protected Cell #1

Jeffrey Keast, Director of Risk Management



Talisman Surety & Fidelity Protected Cell, Inc.

Jeffrey Keast, Director of Risk Management



# Document A312 - 2010

## Performance Bond

**PRINCIPAL:**

**SURETY:**

*(Name, legal status and principal place of business)*

**Talisman Casualty Insurance Company, LLC  
Protected Cell #01**

**7881 W. Charleston Blvd., Suite 210  
Las Vegas, NV 89117**

**NAIC Code#15446 800 318-5317**

**OBLIGEE:**

*(Name, legal status and address)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion and/or modification.

Any singular reference to Principal, Surety, Owner Obligee, or other party shall be considered plural where applicable.

and

### CFA POLICY FACILITY AGREEMENT

Date:

Description:

BOND #

Date :

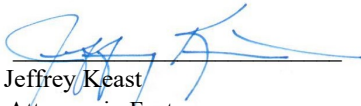
Amount:

Modifications to this Bond:      None      See Section 14

DRAFT

### SURETY

Company: **Talisman Casualty Insurance Company, LLC** *(Corporate Seal)*  
**Protected Cell #01**

Signature: 

Name: Jeffrey Keast  
and Title: Attorney in Fact

*(Any additional signatures appear on the last page of this Performance Bond)*

*(FOR INFORMATION ONLY - Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**



Init.

§ 1 The Surety binds themselves, their heirs, executors, administrators, successors and assigns to the Obligees for the Principal's performance under the CFA Policy Facility Agreement (PFA), which is incorporated herein by reference.

§ 2 If the Principal performs its obligations per the PFA, the Surety shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Default by the Obligees under the PFA, the Surety's obligation under this Bond shall arise after

- .1 either Obligees first provides written notice to the Principal and the Surety that the Obligees is considering declaring a Principal Default. Such notice shall indicate whether the Obligees is requesting a conference among the Obligees, Principal and Surety to discuss the Principal's performance. If the Obligees does not request a conference, the Surety may, within ten (10) business days after receipt of the Obligees's notice, request such a conference. If the Surety timely requests a conference, the Obligees shall attend. Unless the Obligees agrees otherwise, any conference requested under this Section 3.1 shall be held within twenty (20) business days of the Surety's receipt of the Obligees's notice. If the Obligees, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform per the PFA, but such an agreement shall not waive the Obligees's right, if any, subsequently to declare a Principal Default;
- .2 the Obligees, if requested by the Surety, proves a Principal Default, and notifies the Surety;

§ 4 Failure on the part of the Obligees to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Obligees has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Principal, with the consent of the Obligees, to meet its obligations to the Obligees per the PFA, or;

§ 5.2 With reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, make payment to the Obligees; or
- .2 deny liability in whole or in part and notify the Obligees, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen days after receipt of an additional written notice from the Obligees to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to the Obligees. If the Surety proceeds as provided in Section 5.2, and either has denied liability in whole or in part, or the Obligees refuses the payment as not adequate, without further notice the Obligees shall be entitled to enforce any remedy available to the Obligees.

§ 7 If the Surety elects to act under Section 5.1, or 5.2, then the responsibilities of the Surety to the Obligees shall not be greater than those of the Principal to the Obligees, and the responsibilities of the Obligees to the Surety shall not be greater than those of the Obligees to the Principal, and the Surety is obligated, without duplication, for additional legal costs resulting from the Principal's Default and resulting from the actions or failure to act of the Surety under Section 5.

§ 8 If the Surety elects to act under Section 5.1 or 5.2, the Surety's liability is limited to the amount of this Bond or the amount of the individual Loan commitments under the PFA, whichever is lesser.

§ 9 The Surety shall not be liable to the Obligees or others for obligations of the Principal that are unrelated to the PFA. No right of action shall accrue on this Bond to any person or entity other than the Obligees or its heirs, executors, administrators, successors and assigns.

§ 10 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the PFA is consummated and shall be instituted within one year after a declaration of Principal Default or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 11 Notice to the Surety, shall be by registered or certified mailed, or physically delivered to the Principal's address shown on page 1 of this document.

§ 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the PFA was consummated, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### § 13 Definitions

§ 13.1 Default Amount. The individual Loan commitment amount payable by the Principal to Woodville Consultants No. 2 Ltd as defined in the PFA, after all proper adjustments have been made, including but not limited to reductions by all valid and proper payments made on behalf of the Principal or Oblige(e)s under the PFA.

§ 13.2 PFA. The CFA Policy Facility Agreement between the Bond Principal and Woodville Consultants No.2 Ltd, as identified in the Bond coverage ("Description") listed on page 1.

§ 13.3 Programme Agreement. The Programme Agreement between the Surety and Woodville Consultants No.2 Ltd, that forms the basis for the issuance of the PFA.

§ 13.4 Bond Principal Loan or "Loan". Individual Loans to the Bond Principal for each Claim which meet the Loan criteria as defined in the Programme Agreement and RTAC & HDRC Criteria.

§ 13.5 Principal Default. Failure of the Principal, which has not been remedied or waived, to perform or otherwise to comply with a material repayment provisions of the PFA.

§ 13.6 Oblige(e)s Default. Failure of the Oblige(e)s, which has not been remedied or waived, to perform or comply with its obligations under the PFA.

§ 13.7 Effective Period. That period of time in which this bond is in effect.

§ 14 Modifications to this bond are as follows:

§ 14 .1 The liability of the Surety ceases immediately as it pertains to any single PFA, once any of the following occurs

1. The Principal cures the proven default through payment of the individual Loans, per the terms of the PFA.
2. The PFA is discontinued without payment penalty, as defined in the PFA.
3. Immediately upon discovery of fraud on the part of either or both of the Obligees.

§14 .2 Only Loans given to Bond Principals for RTACs and HDRCs will be automatically covered under the Performance Bond but only if subject to the following:

1. The Bond Principal is an Approved Solicitor in accordance with the Woodville Consultants No. 2 Ltd Credit Underwriting and Assessment Policy and associated Funding Due Diligence List;
2. There exists a valid and binding CFA between the Bond Principal and Woodville Consultants No.2 Ltd;
3. The Bond Principal has a valid and binding ATE Policy or ATE Bond for the RTAC and/or the HDRC that is the subject of the Loan, and remains in effect throughout the Loan period;

4. The RTAC and HDRC meets the RTAC & HDRC Criteria as listed in the Programme Agreement;
5. There exists an executed Form of Assignment for Approved Solicitors for their rights under the ATE Policy or ATE Bond as listed in the Programme Agreement;
6. There exists an executed Form of Assignment for ATE Claimants for their rights under the ATE Policy or ATE Bond as listed in the Programme Agreement;
7. There exists an executed Letter of Consent as listed in the Programme Agreement;

§14.3 The following conditions must be satisfied prior to any liability attaching under this Bond:

1. Woodville executes a General Indemnity Agreement in favour of the Surety;
2. The Premium must be paid to the Surety within 7 working days of submission of the reports, submitted monthly or otherwise. Premium will not be refundable under any circumstances.

§14.4 This Bond will automatically renew on each anniversary, unless it is cancelled by the Surety by giving not less than 3 months' notice in writing to the Principal.

§14.5 The Limit of Indemnity under this bond shall be a maximum of £5,000 (GBP Five Thousand) per each individual loan. Only one claim will be paid per Loan. Loans covering over £5,000 will require written approval of the Surety. The Limit of Indemnity is limited to the repayment provisions of the individual Loans under the PFA, only.

§14.6 This bond shall cover a period of 12 months maximum for each Loan. Time extensions require written approval of the Surety.

§14.7 Surety's Premiums shall be remitted to Surety monthly, or sooner, and such Premium shall be remitted in its entirety.

DRAFT

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**SURETY**

Company: **Talisman Casualty Insurance Co, LLC** *(Corporate Seal)*

Signature :           N/A            
 Name and Title:

**CAUTION: You should sign an original Bond, on which this text appears in RED and Talisman seal is embossed. An original assures that changes will not be obscured.**

KNOW ALL MEN BY THESE PRESENT: The Talisman Casualty Insurance Company, LLC, a Nevada Company, does hereby appoint

Jeffrey Keast, Attorney in Fact

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertaking and other documents of similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS THEREOF, TALISMAN CASUALTY INSURANCE COMPANY, LLC have executed and attested these presents this 30th day of December, 2013.

Signature of Jeff Schaff, Managing Director

Signature of Jeffrey Keast, Attorney in Fact



Extract from the By-Laws of TALISMAN CASUALTY INSURANCE COMPANY, LLC

Article 44, Section 78. – FIDELITY AND SURETY BONDS ...the Managing Director, any Director, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operation, shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business.

Extract from the Resolution of the Board of Directors of TALISMAN CASUALTY INSURANCE COMPANY, LLC adopted on December 30, 2013.

On any certificate executed by the Secretary or a assistant secretary of the Company setting out,

- (i) The provision of Article 44, Section 78 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Jeff Schaff, Managing Director of TALISMAN CASUALTY INSURANCE COMPANY, LLC, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of the company, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said company this 30th day of December, 2013.

Signature of Jeff Schaff, Managing Director

Signature of Jeffrey Keast, Attorney in Fact

On \_\_\_\_\_, Jeffrey Keast, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of Talisman Casualty Insurance Company, LLC described in and which executed the within instrument; that he knows the corporate seal of said company; that the seal affixed to the within instrument is such corporate seal, that he authorized the use of his electronic signature, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors said company and by authority of this office under the Standing Resolutions thereof.

Signed: [Signature]
Notary

