



WOODVILLE CONSULTANTS LTD (1)

and

MR VICTOR MANUEL BADILLO RUBIO (2)

SECURED LOAN NOTE

Principal Sum: \$100,000 (USD)

'The Company' **WOODVILLE CONSULTANTS LIMITED**, a company registered in England and Wales, (Company No 08093201) whose office is at 5 Gelliwastad Road, Pontypridd, CF37 2BP.

' Noteholder': Mr Victor Manuel Badillo Rubio of Carmen Serdan No. 3315 San Judas Tadeo Y Palmas STA Cruz Buenavista, Puebla, Puebla, 72150 Mexico.

### Definitions and interpretation

1.1 In this Note:

1.1.1 **'Designated Loan Book'** means the specified ATE loan agreements entered into by the Company from time to time and made between the Company and third parties which have been allocated against the Noteholder's funds, advanced by the Noteholder to the Company.

1.1.2 **'Further Advance(s)'** means any additional sums that may be advanced by the Noteholder to the Company from time to time.

1.1.3 **'Noteholder'** means the registered holder or holders for the time being of this Note and includes the personal representatives of the registered holders;

1.1.4 **'Initial Sum'** means the first sum advanced by the Noteholder set out in Schedule One;

1.1.5 **'Rate of Interest'** means the rate of Interest payable on the Principal Sum set out Schedule One;

1.1.6 **'Repayment Date'** means the date for repayment of the Note set out Schedule One or earlier should the Company give 7 days notice to the Noteholder of its intent to repay the Principal Sum at a date earlier than the term set out in schedule 1.

1.1.7 **'Total Sum(s) Advanced'** means the total of the Initial Sum and Further Advances made to the Company as may be outstanding from time to time together with interest and costs

1.2 In this Note:

1.2.1 reference to any statute or statutory provision includes a reference to:

1.2.1.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and

1.2.1.2 all statutory instruments or orders made pursuant to it;

1.2.2 words denoting the singular shall include the plural and vice versa;

1.2.3 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;

1.3 References in this Note to 'clauses' and 'the Schedule' are to clauses of and the schedule to this Note, and references to paragraphs are to paragraphs of the Schedule;

1.4 Clause and paragraph headings are for convenience only and shall not affect the interpretation of this Note.

## **2 Covenant to pay**

2.1 The Company will pay the Total Sums Advanced to the Noteholder on the Repayment Date or on such earlier date as the Principal Sum shall become payable in accordance with this Note.

2.2 The Company will create and maintain registers of the Initial Sum together with all Further Advances and of the ATE loan agreements representing the Designated Loan Book.

## **3 Interest**

The Company will pay interest to the Noteholder on the Principal Sum at the Rate of Interest until the Principal Sum is paid in full. Interest will accrue on a quarterly basis.

**4. Payment upon notice**

- 4.1 The Noteholder may at any time after the Repayment Date give not less than 14 days' notice in writing to the Company requiring that the Principal Sum shall be prepaid.
- 4.2 Upon the expiry of any notice given under clause 4.1 above the Noteholder shall deliver this Note to the Company at its registered office and against such delivery the Company shall pay to the Noteholder the Principal Sum or the part to be prepaid together with accumulated interest on that amount. In the case of a partial prepayment, the Company shall issue to the Noteholder a replacement note for the balance of the Principal Sum. If the Noteholder shall fail to deliver this Note on the due date, interest shall cease to run on the amount to be prepaid, and the Company shall pay that amount into a separate account to be held on trust to pay that amount to the Noteholder upon receipt by the Company of this Note, and to pay any interest earned on such account to the Company.

**5 Acceleration**

The Total Sums Advanced shall immediately become payable together with all unpaid interest on it to the date of payment on the happening of any one or more of the following events:

- 5.1 if the Company makes default for a period of 45 days in the payment of any interest secured by this Note
- 5.2 if an order is made or an effective resolution is passed for winding up the Company;
- 5.3 if any distress or execution is levied or enforced upon or against any of the assets of the Company and is not paid out or discharged within 14 days;
- 5.4 if an encumbrancer takes possession or a receiver is appointed of the assets of the Company;
- 5.5 if the Company is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123 or goes into insolvency or liquidation within the meaning of Section 247(2) of that Act or stops payment or ceases or threatens to cease to carry on its business;
- 5.6 if the security created by any mortgage or charge executed by the Company shall become enforceable and the holder shall take any steps to enforce it;
- 5.7 if default shall be made by the Company in the performance of any covenant condition or obligation (other than the covenant for payment of interest) binding on the Company under the Notes.

**6 Death of the Noteholder**

On the death of the Noteholder his personal representatives or on the death of a joint holder the survivor or survivors shall be the only persons recognised by the Company as having any title to this Note.

6.1 In relation to Small Self Administered Pension Schemes (SSAS) investments, the Noteholders will be recognised as the Trustees of the SSAS who made the investment and upon their death the remaining Trustees will be recognised as having title to the Note.

**7 Registration on transmission**

Any person entitled to this Note by reason of the death of the Noteholder or otherwise by operation of law may, upon producing such evidence of his title as the Company may reasonably require, be registered as the holder of this Note. Otherwise this Note is not capable of assignment or transfer.

**8 Notice of trusts**

The Company shall recognise and treat the Noteholder as the sole absolute owner of this Note and as alone entitled to receive and give effectual discharges for the money secured by this Note. The Company shall not be affected by notice of any trust or any right, title or claim or any person other than the Noteholder to this Note, aside from SSAS investments, 6.1 above.

**9 Freedom from equities**

The Principal Sum and interest due on this Note shall be payable without regard to any set off, cross claims or equities between the Company and the Noteholder or any prior holder.

**10 Method of payment**

Payment of the Principal Sum and interest due on this Note will be at the registered office of the Company. Payment of such money may be made by cheque in a prepaid letter to the Noteholder if he is a sole holder or to the first named of joint holders at his registered address or to such other person or address as the Noteholder or joint holders may request in writing. Payment of any such cheque shall for all purposes be deemed to be payment and satisfaction of the Principal Sum or interest represented by such payment. At the option of the Noteholder payment of the Principal and associated interest may also be made by electronic BACS transfer at maturity, payable to the Company or for individual / joint Noteholders to their nominated bank account.

**11 Loss or destruction**

If this Note shall be lost or destroyed or damaged the Company will at the request of the Noteholder issue a duplicate, provided that the Noteholder shall first have given to the Company such evidence of the circumstances, and such indemnities and security as it may require, and have paid the Company's costs (including legal costs) in connection therewith and such fee not exceeding £125.00 as the Company may require, and (in the case of damage) delivered the damaged deed to the Company.

**12 Notices**

Any notice to be given under this Note by the Company shall be sufficiently given if sent by first class post to the Noteholder at his address in the register kept under clause 11 above (or, in the case of joint Noteholders, to the address of the first-named in that register) and shall be deemed received on the working day after posting.

IN WITNESS the parties have set their hands this day first before written

Signed by: (Director)



For and on behalf of Woodville Consultants Ltd

Date 20<sup>th</sup> May 2024

Signed by: VICTOR BADILLO RUBIO

DocuSigned by:  
**VICTOR BADILLO RUBIO**  
28676F6FF7FA45C.....

<sup>DS</sup>  
VBR

Date

5/27/2024  
.....

**SCHEDULE ONE**

'Initial Sum'	\$100,000 (USD)
'Repayment Date'	24 months from the date of execution of this Note
'Rate of Interest'	11% gross per annum payable on maturity



21<sup>st</sup> May 2024

Mr Victor Manuel Badillo Rubio  
Carmen Serdan No. 3315,  
San Judas Tadeo Y Palmas,  
STA Cruz Buenavista,  
72150 Puebla, Puebla,  
Mexico

Dear Mr Badillo Rubio

**RE: Woodville ATE – Loan Note**

I would like to thank you for your recent investment into the Woodville ATE Loan Note.

Your investment terms are as follows:

Investment Amount:	\$100,000 (USD)
Investment Term:	24 months
Interest Payable:	11% per annum payable on maturity
First Interest Payment Date:	20 <sup>th</sup> May 2026

I am pleased to enclose a signed Loan Note Instrument for your records.

May I once again take this opportunity to thank you for your recent investment. If you have any questions, or require further assistance, please contact ourselves or your Introducer.

Yours sincerely

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

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

DocuSigned by:  
**VICTOR BADILLO RUBIO**  
28676F6FF7FA45C...  
VICTOR BADILLO RUBIO

DS  
**VBR**

**Certificate Of Completion**

Envelope Id: 1E618045887B49CEB57FA7E7EBE7967C	Status: Completed
Subject: Complete with DocuSign: VÍCTOR MANUEL BADILLO RUBIO - Secured Loan Note	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Applications KNG
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Mz 2, SM 11
	Mz 2, SM 11
	Cancun, WA 77500
	applications@kngadvisors.co.uk
	IP Address: 79.117.230.64

**Record Tracking**

Status: Original	Holder: Applications KNG	Location: DocuSign
5/21/2024 8:17:45 AM	applications@kngadvisors.co.uk	

**Signer Events**

VICTOR BADILLO RUBIO  
 vbadillo@grupomb.mx  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
**VICTOR BADILLO RUBIO**  
 28678F6FF7FA45C...

Signature Adoption: Pre-selected Style  
 Using IP Address: 187.190.146.44

**Timestamp**

Sent: 5/21/2024 8:19:17 AM  
 Viewed: 5/27/2024 1:33:07 PM  
 Signed: 5/27/2024 1:34:10 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/27/2024 1:33:07 PM  
 ID: bb22ed84-66c4-4a5d-8b34-b96780e97070

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Miguel Aranda  
 maranda@elpuntoescrecer.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/21/2024 8:19:18 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/30/2021 6:21:51 PM  
 ID: cceab69e-019c-4de1-a83c-33e5e1fbedfb

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	5/21/2024 8:19:18 AM
Certified Delivered	Security Checked	5/27/2024 1:33:07 PM
Signing Complete	Security Checked	5/27/2024 1:34:10 PM
Completed	Security Checked	5/27/2024 1:34:10 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, KNG International Advisors (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact KNG International Advisors:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [applications@kngadvisors.co.uk](mailto:applications@kngadvisors.co.uk)

### **To advise KNG International Advisors of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [applications@kngadvisors.co.uk](mailto:applications@kngadvisors.co.uk) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from KNG International Advisors**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [applications@kngadvisors.co.uk](mailto:applications@kngadvisors.co.uk) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with KNG International Advisors**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [applications@kngadvisors.co.uk](mailto:applications@kngadvisors.co.uk) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify KNG International Advisors as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by KNG International Advisors during the course of your relationship with KNG International Advisors.