



WOODVILLE CONSULTANTS LTD (1)

and

MR FERNANDO PELAYO MIRANDA ESTREMADOYRO (2)

SECURED LOAN NOTE

Principal Sum: \$15,000 (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 Fernando Pelayo Miranda Estremadoyro of Avenida Santa Maria 139, Interior B, Miraflores, 15074 Lima, Peru.

Definitions and interpretation

1.1 In this Note:

1.1.1 **'Designated Loan Book'** means the specified ATE loan agreement(s) 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 **'Note'** means any Secured Loan Note

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

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

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

1.1.7 **'Repayment Date'** means the date for repayment of the Note set out in 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 One;

1.1.8 **'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 repaid.
- 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 repaid together with accumulated interest on that amount. In the case of a partial repayment, 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 repaid, 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 enters into default (that is not cured within 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 the 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 12th November 2024

Signed by: Fernando Pelayo Miranda Estremadoyro

DocuSigned by:
Fernando Pelayo Miranda Estremadoyro

DS
FPM

Date 11/12/2024

SCHEDULE ONE

- 'Initial Sum' \$15,000 (USD)
- 'Repayment Date' 12 months from the date of execution of this Note
- 'Rate of Interest' 10% gross per annum quarterly in arrears.



Woodville
Litigation
Funding

12th November 2024

Mr Fernando Pelayo Miranda Estremadoyro
Avenida Santa Maria 139,
Interior B,
Miraflores,
15074 Lima,
Peru

Dear Mr Miranda Estremadoyro

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:	\$15,000 (USD)
Investment Term:	12 months
Interest Payable:	10% payable quarterly in arrears
First Interest Payment Date:	12 th February 2025

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

Peter Legge
Director
Woodville Consultants Ltd

DocuSigned by:
Fernando Pelayo Miranda Estremadoyro
B97B8A2E503F4DC
Fernando Pelayo Miranda Estremadoyro

DS
FPME

Certificado de finalización

Identificador del sobre: F3D60163E41645CE9BB1E8CCC100AB09	Estado: Completado
Asunto: Complete with DocuSign: Fernando Pelayo Miranda Estremadoyro - Woodville - Secured Loan Note	
Sobre de origen:	
Páginas del documento: 7	Firmas: 2
Páginas del certificado: 5	Iniciales: 2
Firma guiada: Activado	Autor del sobre: Applications KNG Mz 2, SM 11
Sello del identificador del sobre: Activado	Mz 2, SM 11
Zona horaria: (UTC-08:00) Hora del Pacífico (Estados Unidos y Canadá)	Cancun, WA 77500 applications@kngadvisors.co.uk Dirección IP: 86.127.231.210

Seguimiento de registro

Estado: Original 12/11/2024 6:37:05	Titular: Applications KNG applications@kngadvisors.co.uk	Ubicación: DocuSign
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Eventos de firmante

Fernando Pelayo Miranda Estremadoyro
fmiranda@expertia.com.pe
Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Firma

DocuSigned by:
Fernando Pelayo Miranda Estremadoyro
B97B8A2E503F4DC...

Fecha y hora

Enviado: 12/11/2024 6:39:02
Visto: 12/11/2024 7:20:51
Firmado: 12/11/2024 7:33:19

Adopción de firma: Estilo preseleccionado
Utilizando dirección IP: 149.88.111.67

Divulgación de firma y Registro electrónicos:

Aceptado: 12/11/2024 7:20:51
ID: 76b82921-13d7-4b31-9691-b3ea6779ee7a

Eventos de firmante en persona**Firma****Fecha y hora****Eventos de entrega al editor****Estado****Fecha y hora****Eventos de entrega al agente****Estado****Fecha y hora****Eventos de entrega al intermediario****Estado****Fecha y hora****Eventos de entrega certificada****Estado****Fecha y hora****Eventos de copia de carbón****Estado****Fecha y hora**

Fernando Yañez Nuñez
fyanezn@gmail.com

Copiado

Enviado: 12/11/2024 6:39:03
Visto: 12/11/2024 6:45:05

Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Divulgación de firma y Registro electrónicos:

Aceptado: 06/11/2024 3:51:14
ID: c8acfb4-ce70-42f0-90b6-6d13cfb49160

Eventos del testigo**Firma****Fecha y hora****Eventos de notario****Firma****Fecha y hora****Resumen de eventos del sobre****Estado****Marcas de tiempo**

Sobre enviado	Con hash/cifrado	12/11/2024 6:39:03
Certificado entregado	Seguridad comprobada	12/11/2024 7:20:51
Firma completada	Seguridad comprobada	12/11/2024 7:33:19
Completado	Seguridad comprobada	12/11/2024 7:33:19

Eventos del pago

Estado

Marcas de tiempo

Divulgación de firma y Registro electrónicos

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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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.

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