WOODVILLE CONSULTANTS LTD (1)

and

MRS DORIS NINA ROSADO BURGA (2)

SECURED LOAN NOTE

Principal Sum: $30,001.92 (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': Mrs Doris Nina Rosado Burga of 2 Eva Road, Suite 1526, Etobicoke, ON, M9C 0A9, Canada

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.

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;

5.6 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;

5.7 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;

5.8 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 18th January 2023

Signed by: .....

Date .....

SCHEDULE ONE

'Initial Sum'	$30,001.92 (USD)
'Repayment Date'	36 months from the date of execution of this Note
'Rate of Interest'	12% gross per annum paid annually in arrears.