



Registration of a Charge

Company name: **PARILIS CAPITAL CIC**

Company number: **12225095**

Received for Electronic Filing: **28/09/2020**



X9EJJ5L7

Details of Charge

Date of creation: **08/09/2020**

Charge code: **1222 5095 0002**

Persons entitled: **JOHN PENDLETON**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW PEART**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12225095

Charge code: 1222 5095 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2020 and created by PARILIS CAPITAL CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2020 .

Given at Companies House, Cardiff on 29th September 2020

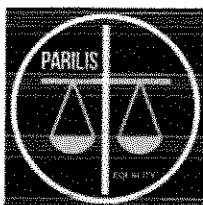
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



DEBT INVESTMENT AGREEMENT

This debt investment agreement (this "Agreement") dated this 8th September 2020 between John Pendleton (the Investor) and Parilis Capital Community Interest Company ("the Company").

In consideration of the Investor loaning certain monies (the "Debt Investment") to the Company, and the Company repaying the Debt Investment to the Investor, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement.

The Company with full title guarantee hereby charges to the Investor with the payment of the Debt investment, that the charges hereby created shall be a continuing security the Undertaking and all property and assets of the Company both present and future including (without limitation) ...all book and other debts of the Company and the proceeds thereof.

The charge hereby created is a floating charge to the Undertaking and all property and assets of the Company both present and future including (without limitation) the book and other debts and proceeds thereof.

Debt Investment Amount

1. The Investor promises to invest £2,000 GBP in the Company and the Company promises to repay this principal amount to the Investor, beginning on or after 9th September 2023.

Payment

2. The Debt Investment will be available to be repaid to the Investor by the Company, 3 years from the date that the Company receives the Debt Investment. Continuing until the balance then owing is paid.
3. At any time after the 3 year qualifying period whilst not in default under this Agreement, the Company may pay the outstanding balance then owing under this Agreement to the Investor without further bonus or penalty.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Company defaults in the performance of any obligation under this Agreement, then the Investor may declare the principal amount owing to be immediately due and payable.

Governing Law

5. This Agreement will be construed in accordance with and governed by the laws of England and Wales.

Costs

6. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Company, will be added to the principal sum then outstanding and will immediately be paid by the Company.

Binding Effect

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Company and Investor.

Amendments

8. This Agreement may only be amended or modified by a written instrument signed by both the Company and the Investor.

Severability

9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by the Court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this 8th day of September 2020.

SIGNED by the said

John Wilson PENDLETON } J. L. W. Pendleton

Certified to be a true copy
of the original seen by me

SIGNED by the said

Andrew Peart } [Signature]

[Signature]
17/09/2020
Raphael Samuel
Missionary
B. Siquebol Norte
C. Viador Pinto
#2009
591-7764232