



Registration of a Charge

Company Name: **SELL US YOUR GUITAR LTD**

Company Number: **13056460**



XC2SOZ68

Received for filing in Electronic Format on the: **04/05/2023**

Details of Charge

Date of creation: **03/05/2023**

Charge code: **1305 6460 0002**

Persons entitled: **NUCLEUS CASH FLOW FINANCE2 LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEETAL KATARIA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13056460

Charge code: 1305 6460 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2023 and created by SELL US YOUR GUITAR LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2023 .

Given at Companies House, Cardiff on 5th May 2023

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**

Our Ref: **CW-29607**

NUCLEUS CASH FLOW FINANCE LIMITED
ALL ASSETS DEBENTURE

THIS DEBENTURE is made on **May 3, 2023**

BETWEEN:

- (1) The company (the "**Company**") of which the name, number and address are set out in section 1 of the Schedule attached to and forming part of this deed (the "**Schedule**"); and
- (2) **NUCLEUS CASH FLOW FINANCE2 LIMITED** (a company registered in England and Wales with the number 10999923) Mezzanine Floor, St Albans House, 57-59 Haymarket, London, England, SW1Y 4QX ("**NCFF**") which expression shall include NCFF's successors and assigns.

1. MEANING OF EXPRESSIONS

1.1 In this deed except where the context otherwise requires, the following expressions shall have the meanings assigned to them below:

"the Act"	the Insolvency Act 1986;
"Agreement"	the facility letter dated on or around the date of this deed between the Company and NCFF under which NCFF has made a term loan available to the Company and includes any agreement made in addition to, variation of or substitution of such agreement;
"Business Day"	any day except any Saturday, Sunday or any Bank Holiday in England;
"Encumbrance"	charge, mortgage, lien, pledge or other security right or declaration of trust;
"Debts"	all amounts of indebtedness now or at any time hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with (where the context allows) any related rights pertaining to such amounts of indebtedness and their proceeds;
"Event of Default"	has the meaning given to that term in the Agreement;
"Fixed Assets"	the Property as shall from time to time be subject to the fixed charges created by clause 3.1;
"Fixed Charge Property"	such of the Property as shall for the time being be subject to the fixed charge created by clause 3.1 and any other of the Property in

respect of which the floating charge created by clause 3.2 shall have crystallised;

"Floating Assets" all present and future business, undertaking and assets wherever situated which are not for any reason effectively subject to the fixed charges created by clause 3.1;

"Guarantee" any guarantee and/or indemnity made or to be made by the Company or a third party in favour of NCFF in respect of any obligations of the Company owed to NCFF whether now or in the future;

"Obligations" all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of NCFF, present or future, actual or contingent, liquidated or unliquidated, whether as principal or surety or in any other capacity, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement, any Guarantee, or otherwise including any such liability of the Company by virtue of any assignment to NCFF of any indebtedness incurred or to be incurred by the Company for any supply of any goods or services to or any hiring by the Company;

"Property" the undertaking and all the property rights and assets of the Company (and the proceeds thereof), whatsoever and wheresoever, both present and future, including the Company's stock in trade and its uncalled capital;

"Writing" any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly);

1.2 the expression "**Schedule B1**" shall mean Schedule B1 to the Act, the expression "**Administrator**" shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression "**Receiver**" shall have the meaning assigned to it in section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act);

1.3 the singular shall include the plural and vice versa and any gendered language includes any other gender;



- 1.4 references to clauses and sub-clauses shall be references to clauses and sub-clauses respectively of this deed;
- 1.5 the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;
- 1.6 the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
- 1.7 the expressions "including", "included" and "includes" do not limit or restrict any general words preceding either of them;
- 1.8 where NCFE has a right or option to do anything then the right or option is at its absolute discretion;
- 1.9 reference to any law or regulation shall be deemed to include such law or regulation as amended or re-enacted from time to time and any order or regulation made under it; and
- 1.10 this deed has been entered into as a deed notwithstanding it may be signed under hand by NCFE.
- 2. COVENANT TO PAY**
The Company shall:
- 2.1 on demand fully discharge by payment to NCFE without any deduction or set-off all monetary liabilities included in the Obligations; and
- 2.2 duly perform all Obligations other than monetary liabilities.
- 3. CHARGING PROVISIONS**
- 3.1 To secure payment and performance as provided for in clause 2 the Company hereby charges in favour of NCFE with full title guarantee:
- (i) by way of first legal mortgage all freehold and leasehold land and buildings of the Company specified in section 2 of the Schedule (the "Specified Real Property");
- by way of fixed charge:
- (ii) to the extent not charged under clause 3.1(i) all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 2 of the Schedule and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings;
- (iii) all goodwill and unpaid and/or uncalled capital of the Company;
- (iv) all stocks, shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with NCFE and the property mentioned in such documents;
- (v) all intellectual property now owned or at any time hereafter owned by the Company;
- (vi) the proceeds of any insurance taken out by the Company and the refund of any premium for such insurance; and
- (vii) all Debts;
- 3.2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets.
- 3.3 The Company also assigns and agrees to assign by way of security to NCFE all its rights, title and interest in and to any contracts relating to the Company's assets, rights and property (including its undertaking and revenues) the subject of any security created by this Deed and the proceeds of the disposal of the same.
- 4. THE FLOATING ASSETS**
The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets.
- 5. THE COMPANY'S CONTINUING OBLIGATIONS**
- 5.1 Until the full discharge of all the Obligations under this deed except with the prior written consent of NCFE the Company shall not:
- 5.1.1 except as provided in clause 4 or on the written directions of NCFE sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this deed release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;
- 5.1.2 enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts.
- 5.2 The Company undertakes, if called upon at any time by NCFE until full discharge of all Obligations, at the Company's expense (including any applicable stamp duty) in such form as NCFE may prescribe the Company shall:
- 5.2.1 complete and execute a formal written assignment of any or all of the Debts and give written notice of such assignment to every person by whom any such Debt shall be owing; and
- 5.2.2 (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Debts (then owing or to become owing by such persons thereafter) direct to NCFE.
- 5.3 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in this deed:
- 5.3.1 at any time if so required by NCFE (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to NCFE title to any of the Property (other than the Debts) or to enable NCFE to exercise any of its rights under this deed including the execution of a legal mortgage of any freehold

- or leasehold land and buildings included in the Fixed Assets;
- 5.3.2 at all times during the continuance of this deed to keep all such items included in the Property as are tangible in a good state of repair and proper working order;
- 5.3.3 to keep all items included in the Property fully insured to their replacement value with an insurer approved by NCFE against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to NCFE; and
- 5.3.4 to hold on trust for NCFE all the rights of the Company and any sums received under any such policy of insurance and keep such sums received separate from the Company's own monies and pay them to NCFE on demand.
- 5.4 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in clause 5.5.3 NCFE may pay such premium or sum and recover it from the Company.
- 5.5 At any time when the statutory powers of sale or the right to appoint a Receiver is exercisable under the provisions of this deed, whether or not such powers or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in NCFE.
- 5.6 Until the charges contained in this deed are fully discharged the Company shall not without the prior written consent of NCFE exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged by clause 3.1.

6. OTHER ENCUMBRANCES

The Company hereby warrants that except as stated in section 3 of the Schedule or as hitherto disclosed to NCFE in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Company is able to give a full title guarantee in respect of all of them. The Company shall not without the prior written consent of NCFE create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

7. POWER OF ATTORNEY

The Company hereby irrevocably appoints NCFE and the directors and the company secretary for the time being of NCFE and any Receiver appointed under this deed jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect NCFE's title to any of the Property or to enable NCFE to exercise any of its rights under this deed including its rights to enforce payment of and collect any of the Other Debts or Specified Book Debts and to realise any other of the Property and for the purpose of receiving all monies payable under any policy

of insurance referred to in clause 5 and for compromising or compounding any claim under it.

8. ENFORCEMENT

8.1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this deed and upon the occurrence of any Event of Default or at any time after it (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) NCFE shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and, without prejudice to NCFE's rights under the Agreement and any other of its rights under this deed (whether or not NCFE shall have exercised any of those rights) NCFE may exercise any of the following rights:

- 8.1.1 to exercise any of NCFE's powers of possession and sale of any of the Fixed Charge Property;
- 8.1.2 to appoint any person to be a Receiver over any of the Fixed Charge Property;
- 8.1.3 by notice to the Company to crystallise the floating charge created by clause 3.2 in respect of all the Floating Assets or any item included in them and thereby to terminate the Company's right to deal with such assets or item in the ordinary course of business in accordance with the provisions of clause 4.

8.2 Without prejudice to the rights of NCFE contained in clause 8.1 the floating charge created by clause 3.2 shall crystallise automatically, without the requirement for any notice or other act by NCFE, in respect of any item included in the Floating Assets upon which distress or execution is levied or threatened.

8.3 In the event that the floating charge created by clause 3.2 shall have crystallised as to part only of the Floating Assets the Company shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of NCFE pursuant to clause 8.1 in relation to such remainder of the Floating Assets.

8.4 Upon the appointment of an Administrator to the Company by any means every Receiver appointed under this debenture shall vacate office.

9. APPOINTMENT, POWERS AND AGENCY OF A RECEIVER AND INDEMNITY

9.1 The power of appointing a Receiver under this deed may be exercised in writing under the hand of any director or the secretary for the time being of NCFE or of any person authorised in writing by any of them. NCFE may in like manner remove any such Receiver so appointed and, in the case of the removal or the vacation of office or death of any such receiver, appoint another person in the place of such receiver.

9.2 Every receiver so appointed shall have the following powers:

- 9.2.1 to take possession of, to enforce payment of and to collect and/or to realise any of the charged property in respect of which he shall have been appointed or any part thereof in



- such manner and upon such terms as he shall in his absolute discretion decide;
- 9.2.2 to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such charged property;
- 9.2.3 without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such charged property on such terms and to such persons as he may consider expedient;
- 9.2.4 to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;
- 9.2.5 to appoint solicitors, managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;
- 9.2.6 for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such charged property on such terms as the Receiver shall consider expedient including (if NCFF shall so consent) terms by which such security shall rank in priority to this deed;
- 9.2.7 to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Book Debt or any Other Debt;
- 9.2.8 to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment;
- 9.2.9 to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Company.
- 9.3 If two or more individuals shall hold office as Receiver of the same item included in the Property by virtue of an appointment under this deed such individuals shall have the right to exercise all or any of their powers severally as well as jointly.
- 9.4 Every Receiver appointed under this deed shall at all times be the agent of the Company and the Company shall alone be responsible for all acts, defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses. NCFF shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 9.5 Neither NCFF nor any Receiver appointed under this deed shall be liable to account as mortgagee in possession in respect of all or any of the charged property nor shall any of them be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the charged property for which a mortgagee in possession may be liable as such.
- 9.6 The Company hereby undertakes to indemnify and hold harmless any Receiver appointed under this deed against all actions, claims, expenses, costs and liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this deed.
- 10. APPLICATION OF PROCEEDS**
- 10.1 All monies received by any Receiver appointed under this deed shall be applied (subject to the claims of any creditor having priority to this deed) for the following purposes in the following order:
- 10.1.1 in payment of all fees, costs, charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
- 10.1.2 in payment of his remuneration as agreed between him and the person who appointed him;
- 10.1.3 in payment of any costs relating to the realisation of any property;
- 10.1.4 in or on account of the discharge of the Obligations together with any interest for which provision is made in this deed; and
- 10.1.5 in payment of any surplus to the Company.
- 11. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR**
- 11.1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 8 and 9) NCFF may, in accordance with the provisions of paragraphs 12 to 16 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Company as Administrator of the Company.
- 11.2 Every Administrator appointed under clause 11.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1. NCFF shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.
- 11.3 The functions of every Administrator appointed under clause 11.1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1.
- 11.4 The power of appointing an Administrator under this deed may be exercised in writing under the hand of any Director or the Company Secretary for the time being of NCFF or of any person authorised in writing by any of them. In the case of the vacation of office or the death of any such Administrator NCFF may in like manner appoint another person so qualified in the place of such Administrator.
- 12. COSTS, EXPENSES AND INTEREST AND DETERMINATION OF COMPANY'S LIABILITY**
- 12.1 All fees, expenses, charges and costs of any nature whatsoever incurred by NCFF in connection with the



- preparation or enforcement of this deed or in the exercise of any powers or right conferred on NCFF hereby shall be payable by the Company on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 12.2 If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest calculated from time to time and compounded and payable monthly at 5% per annum over the Base Rate (as defined in the Agreement) on all sums demanded by NCFF hereunder from the date of the demand on the Company to the date when payment is received by the Company both before and after any judgment, from the date when such liability is due until payment in full.
- 12.3 A written certificate from NCFF's company secretary or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Company.
- 13. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES**
- 13.1 The Company shall keep proper books and records of account and shall make true and complete entries in them of all transactions relating to any of the Company's business and the Property.
- 13.2 Any duly authorised official of NCFF and any Receiver appointed by NCFF and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes:
- 13.2.1 gaining access to or inspecting or, following any Event of Default, taking possession of any of the Company's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property;
- 13.2.2 taking copies of any of such accounts books ledgers data records and documents at the Company's expense;
- 13.2.3 inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property;
- provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Company's normal business hours and on reasonable notice.
- 13.3 The Company shall supply to NCFF, at the Company's expense, any information relating to the Company's business as NCFF may require.
- 14. NCFF'S ADDITIONAL RIGHTS**
- 14.1 The grant by NCFF to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by NCFF with the Company or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of NCFF's rights under this deed.
- 14.2 NCFF may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute, release, alter or deal with the same in any way without affecting the Obligations or its rights under this deed.
- 14.3 If NCFF receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this deed then NCFF may open a new account with the Company. If NCFF does not at the time of such notice or deemed notice open a new account then NCFF will be treated as having opened a new account at that time. Any payments received by NCFF from the Company subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this deed until such time as NCFF is satisfied as to the priority of this deed over such subsequent Encumbrance.
- 14.4 Any discharge given by NCFF to the Company in respect of this deed or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by the Company or any other person, which had been taken into account by NCFF in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this deed is written shall remain the property of NCFF notwithstanding any such discharge.
- 15. CONTINUING SECURITY**
- The security hereby created shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company.
- 16. NOTICES**
- Any notice or demand required or permitted to be served or made by NCFF shall be validly served or made if handed to any officer of the Company or if sent by post or delivered to the registered office of the Company or to its address stated in section 1 of the Schedule or its address last known to NCFF or to any address at which the Company carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Company as made known by the Company to NCFF at any time. Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within two Business Days of the time of posting and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission.



17. COMBINATION OF ACCOUNTS

NCFF may at any time without notice or other formality combine any two or more accounts held by it in the name of the Company.

18. INTERPRETATION AND GENERAL PROVISIONS

18.1 This deed shall be construed and take effect according to English law and the Company hereby submits to the exclusive jurisdiction of the English Courts. If any provision of this deed shall be held to be invalid or unenforceable no other provision of it shall be affected and all such other provisions shall remain in full force and effect.

18.2 If any of the provisions of this deed conflict with any provisions of the Agreement the provisions of the Agreement will prevail.

18.3 Where this deed is handed undated to NCFF, it is done so on the basis that it shall not be treated as being delivered until dated by NCFF. The Company hereby authorises NCFF as agent for the Company to date this deed at any time after it is handed over. Upon such dating this deed shall be deemed to be delivered.

18.4 The Company and NCFF [may][shall] apply to the Land Registry for the following to be entered on the registered title to Specified Property now or in the future owned by it:-

(a) a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Nucleus Cash Flow Finance2 Limited referred to in the charges register (Form P)"

(b) a notice that:-

"Nucleus Cash Flow Finance2 Limited are under an obligation to make further advances."

18.5 For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 Nucleus Cash Flow Finance2 Limited confirms that it shall make further advances to the Company on the terms and subject to the conditions of the Agreement.

18.6 Each party hereby agrees that this deed can be executed by electronic signature (having the meaning given to it in section 7 of the Electronic Communications Act 2000 (being legislation in England and Wales)) (whatever form the electronic signature takes) and that, if a party does execute this deed by electronic signature, such method of signature is conclusive of that party's intention to be bound by this deed as if signed by that party's wet-ink signature.



Nucleus
Cash Flow
Finance

Mezzanine Floor, St Albans House, 57-59 Haymarket
London, England, SW1Y 4QX
Tel: +44 (0)20 7839 1980

THE SCHEDULE

1 The Company

SELL US YOUR GUITAR LTD, a company registered in SELL US YOUR GUITAR LTD, 18, George Street, Ashton-under-Lyne, OL6 6AQ, England with the number of 13056460

2. [Land and Building] [Specified Real Property]

2.1 Unregistered
Land and Buildings at

2.2 Registered at H M Land Registry
Land and Buildings at
in the county of
Registered under Title Number:

3. Encumbrances Affecting the Property

IN WITNESS whereof this deed has been executed as a deed by the Company and has been signed on behalf of NCFF on the date first above written.

NCFF

Signed and delivered as a deed by **NUCLEUS CASH FLOW FINANCE2 LIMITED**

Signature of Authorised signatory

Acting by (Name of Authorised Signatory)

Position

Mark Goldman

Mark Goldman

Director

CUSTOMER

Signed and delivered as a deed by **SELL US YOUR GUITAR LTD**,

Signature of Director

Acting by (Name of director)

Position

Date

DocuSigned by:

Joe Otis Samuels

1D3D541EBD484D4...

Joe Otis Samuels

Director

03-May-2023 | 05:54:36 PDT

DocuSigned by:

Lewis Michael Sellars

ECD8FA7C80594D7...

Lewis Michael Sellars

Director

03-May-2023 | 12:38:22 BST