

DATED

2018

PHOENIX UK FUND LTD (as Agent)
and
PHOENIX UK FUND LTD (as Security Agent)
and
THE STANLEY GIBBONS GROUP PLC (as Parent)

**DEED OF CONSENT & PARTIAL
RELEASE**

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THIS DEED dated

2018 is made between:

PARTIES

- (1) **PHOENIX UK FUND LTD** (the "**Agent**");
- (2) **PHOENIX UK FUND LTD** (the "**Security Agent**"); and
- (3) **THE STANLEY GIBBONS GROUP PLC** incorporated and registered in Jersey with company number 13177 (the "**Parent**").

RECITALS

- (A) The Parent, and certain affiliates of the Parent (the "**Chargors**"), have entered into the Security Document in favour of the Security Agent pursuant to which the Chargors have granted Security to The Royal Bank of Scotland plc as security agent.
- (B) The Agent has been appointed as agent in respect of the Facility Agreement, and the Security Agent has been appointed as security agent in respect of the Security Document, following the resignation of The Royal Bank of Scotland plc as agent and security agent respectively on or before the date of this deed.
- (C) The Agent has agreed for the purposes of the Facility Agreement to the disposal by the Group Companies and the Parent of the Receivables (as owed to each entity as relevant), and the acquisition by SGL of the same.
- (D) Upon acquisition of the Receivables by SGL, the Security Agent has agreed that the SGL Receivable is to be released from the mortgages and charges created under the Security Agreement and to be reassigned to SGL by the Security Agent.
- (E) Each Group Company and SGL appointed the Parent as Obligors' Agent pursuant to clause 2.5 (*Obligors' Agent*) of the Facility Agreement.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Facility Agreement shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed:

"APA Assets" means the assets of SG Guernsey that will be acquired by PUK pursuant to the Asset Purchase Agreement;

"Asset Purchase Agreement" means the asset purchase agreement dated on or about the date of this deed between SG Guernsey, Nick Vermeulen and Zelf Hussain (as joint administrators) and PUK pursuant to which PUK will acquire certain assets of SG Guernsey;

"Baldwin" means A.H.Baldwin & Sons Limited, a company incorporated and registered in England and Wales with company number 00162789 whose registered office is c/o Stanley Gibbons Limited at 399 Strand, London, WC2R 0LX;

"Debenture" means a debenture dated 26 September 2014 between the Parent and certain of its subsidiaries as chargors, and The Royal Bank of Scotland plc as security agent;

"Facility Agreement" means the facility agreement originally dated 26 September 2014 between, among others, the Parent as the company and The Royal Bank of Scotland plc as lender, arranger, agent and security agent, as amended and restated by an amendment and restatement agreement dated 31 March 2016, and as further amended from time to time;

"Group Companies" means together Baldwin, TFAAG and SGHL and each a **"Group Company"**;

"PUK" means Phoenix UK Fund Ltd, a company incorporated in the commonwealth of the Bahamas with registered number 72182B of Suite 205A, Saffery Square, Bank Lane & Bay Street, P.O. Box, N-9934, Nassau, Bahamas;

"Receivables" means the receivables of a total aggregate value £4,711,094 owed to the Group Companies and the Parent by SG Guernsey, in the amounts detailed in the Schedule;

"SG Guernsey" means Stanley Gibbons (Guernsey) Limited (In Administration), a company incorporated in Guernsey with registered number 42180 on behalf of itself, acting by the administrators (without personal liability);

"SGL" means Stanley Gibbons Limited, a company incorporated and registered in England and Wales with company number 00348043 whose registered office is at 399 Strand, London, WC2R 0LX;

"SGL Receivable" means the receivable of £6,530,126 owed to SGL by SG Guernsey following acquisition of SGL of the Receivables from the Group Companies and certain other receivables from affiliates of SGL;

"Security Documents" means the Debenture, the Supplementary Debenture and each other Transaction Security Document (as defined in the Facility Agreement);

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"SGHL" means Stanley Gibbons Holdings Limited, a company incorporated and registered in England and Wales with company number 01124806 whose registered office is at 399 Strand, London, WC2R 0LX;

"Supplementary Debenture" means a debenture dated 3 November 2015 between The Fine Art Auction Group Limited as chargor and The Royal Bank of Scotland plc as security agent; and

"TFAAG" means The Fine Art Auction Group Limited, a company incorporated and registered in England and Wales with company number

03839469 whose registered office is c/o Stanley Gibbons Limited at 399 Strand, London, WC2R 0LX.

2. **RELEASE AND REASSIGNMENT**

2.1 Without prejudice to clause 2.2, the Agent and the Security Agent absolutely, irrevocably and unconditionally consent to:

2.1.1 the assignment of the Receivables by the Group Companies and the Parent to SGL; and

2.1.2 the assignment of the SGL Receivable by SGL to Phoenix UK Fund Ltd (in its own capacity).

2.2 The Security Agent absolutely, irrevocably and unconditionally:

2.2.1 releases and discharges the Receivables and the SGL Receivable from the Security created pursuant to the Security Documents;

2.2.2 reassigns to the Group Companies and the Parent absolutely the Receivables;

2.2.3 reassigns to SGL absolutely the SGL Receivable.

2.3 The Security Agent consents to the sale of the APA Assets free from the floating charge under the Debenture.

3. **RETENTION OF RIGHTS**

Subject to the consents, releases and reassignments contained in clause 2, the Security created by the Security Document, the terms of the Security Document will remain in full force and effect.

4. **FURTHER ASSURANCE**

The Security Agent will upon reasonable written request (at the cost of the Parent), execute such further releases, receipts and such other documents as may be reasonably necessary to perfect or give effect to the provisions of this deed.

5. **COSTS**

The Parent shall, within five Business Days of demand, pay to, or reimburse, the Security Agent, the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation and execution of this deed and any related documentation.

6. **COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

7. **GOVERNING LAW AND JURISDICTION**

7.1 **Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

7.2 **Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Security Agent to take proceedings against the Companies or the Parent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This deed is executed and delivered as a deed on the date specified at the beginning.

SCHEDULE – RECEIVABLES

Group Company as Creditor	Receivable (£)
Baldwin	4,048,299
TFAAG	10,100
SGHL	112,000
Parent	540,695

SIGNATORIES

SECURITY AGENT

Executed as a deed by **PHOENIX UK FUND LTD**,)
a company incorporated in the Commonwealth)
of the Bahamas, by _____ and)
_____ being persons who, in)
accordance with the laws of that territory, are acting)
under the authority of the company:)

Director

Director

AGENT

Executed as a deed by **PHOENIX UK FUND LTD**,)
a company incorporated in the Commonwealth)
of the Bahamas, by _____ and)
_____ being persons who, in)
accordance with the laws of that territory, are acting)
under the authority of the company:)

Director

Director

PLC

Executed as a deed by **THE STANLEY GIBBONS**)
GROUP PLC, for itself and as Obligors' Agent for)
each Group Company, SG Guernsey and SGL,)
a company incorporated in Jersey, by)
_____, being a person who, in)
accordance with the laws of that territory, is acting)
under the authority of the company, in the presence)
of:

Authorized signatory

Witness Signature: _____

Witness Full Name: _____

Witness Address: _____