



Registration of a Charge

Company name: **HM Publishers Holdings Limited**

Company number: **00046694**



X5DHCVC

Received for Electronic Filing: **16/08/2016**

Details of Charge

Date of creation: **15/08/2016**

Charge code: **0004 6694 0012**

Persons entitled: **BARCLAYS BANK PLC, 1 CHURCHILL PLACE, LONDON, E14 5HP AS SECURITY AGENT (AS TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description:

Contains fixed charge(s).

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 46694

Charge code: 0004 6694 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2016 and created by HM Publishers Holdings Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2016 .

Given at Companies House, Cardiff on 17th August 2016

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

KEEP THE ORIGINAL DOCUMENT AS WELL AS ALL CERTIFIED COPIES THEREOF AND WRITTEN AND SIGNED REFERENCES TO IT OUTSIDE OF AUSTRIA AND AVOID PRINTING OUT ANY E-MAIL COMMUNICATION WHICH REFERS TO THIS DOCUMENT IN AUSTRIA OR SENDING ANY E-MAIL COMMUNICATION TO WHICH A PDF SCAN OF THIS DOCUMENT IS ATTACHED TO AN AUSTRIAN ADDRESSEE OR SENDING ANY E-MAIL COMMUNICATION CARRYING AN ELECTRONIC OR DIGITAL SIGNATURE WHICH REFERS TO THIS DOCUMENT TO AN AUSTRIAN ADDRESSEE. THE TAKING OF THIS DOCUMENT, ANY CERTIFIED COPY OF IT, ANY OTHER DOCUMENT WHICH CONSTITUTES SUBSTITUTE DOCUMENTATION FOR IT, OR ANY DOCUMENT WHICH INCLUDES WRITTEN CONFIRMATIONS OR REFERENCES TO IT, INTO AUSTRIA AS WELL AS PRINTING OUT ANY E-MAIL COMMUNICATION WHICH REFERS TO THIS DOCUMENT IN AUSTRIA, SENDING ANY E-MAIL COMMUNICATION TO WHICH A PDF SCAN OF THIS DOCUMENT IS ATTACHED TO AN AUSTRIAN ADDRESSEE, OR SENDING ANY E-MAIL COMMUNICATION CARRYING AN ELECTRONIC OR DIGITAL SIGNATURE WHICH REFERS TO THIS DOCUMENT TO AN AUSTRIAN ADDRESSEE MAY CAUSE THE IMPOSITION OF AUSTRIAN STAMP DUTY.

CONFIRMATION OF GUARANTEE AND SECURITY

CONFIRMATION OF GUARANTEE AND SECURITY, dated as of 15 August 2016 2016 (this "Confirmation"), by and among each Loan Party party hereto, Macmillan Publishers Holdings Limited and BARCLAYS BANK PLC, as administrative agent for the Lenders under the Credit Agreement (in such capacity, the "Administrative Agent") and as collateral agent for the benefit of the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, reference is made to that certain Credit Agreement dated as of August 14, 2013 (as amended or amended and restated on 13 September 2013, 25 February 2014, 15 August 2014 and 5 May 2015, and as further amended, amended and restated, supplemented or otherwise modified from time to time, including by the Sixth Amendment (as defined below), the "Credit Agreement"), among the Springer Science+Business Media Deutschland GmbH (formerly Blitz 13-253 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany; Springer SBM One GmbH (formerly Blitz 13-347 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany; Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany; each Lender from time to time party thereto, Barclays Bank PLC as Administrative Agent; Collateral Agent and L/C Issuer and the other agents and parties from time to time party thereto. Terms used herein and not otherwise defined shall have the meaning assigned thereto in the Credit Agreement.

WHEREAS, pursuant to the sixth amendment to the Credit Agreement dated on or about the date hereof between the Lead Borrower, the Administrative Agent and the Lenders parties thereto (the "Sixth Amendment"), the parties hereto have agreed to amend the Credit Agreement and effect certain changes in the manner set forth therein.

WHEREAS, the Loan Parties party hereto and Macmillan Publishers Holdings Limited have agreed to enter into this Confirmation in order to, in the case of the Loan Parties only, confirm the guarantees given by such Loan Parties under each Guaranty to which such Loan Party is a party and, in

the case of the Loan Parties and Macmillan Publishing Holdings Limited, to confirm the pledge of the Collateral by the Loan Parties and Macmillan Publishers Holdings Limited under each Collateral Document to which each such Loan Party and Macmillan Publishers Holdings Limited is a party.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Loan Parties party hereto, Macmillan Publishers Holdings Limited, the Administrative Agent and the Collateral Agent hereby agree as follows:

SECTION 1. Confirmation of Existing Guarantee and Security.

(a) Each Loan Party party hereto confirms for the benefit of the Secured Parties that with effect from the Sixth Amendment Effective Date, all the Guaranteed Obligations under the Guaranty to which it is a party, including, but not limited to, the Term B8 Loans, the Term B9 Loans, the Term B10 Loans and the Term B11 Loans and all the other Obligations of the Loan Parties under the Credit Agreement as amended by the Sixth Amendment, shall (a) remain in full force and effect notwithstanding the designation of any new document as a Loan Document or any additions, amendments, novation, substitution, or supplements of or to the Loan Documents and the imposition of any amended, new or more onerous obligations under the Loan Documents in relation to any Loan Party and (b) extend to all new obligations assumed by any Loan Party under any amended or new Loan Documents as a result of the Sixth Amendment (including, but not limited to, under the Credit Agreement as amended by the Sixth Amendment, and to one or more borrowings under additional tranches of Term Loans (and/or increases to one or more existing Tranches of Term Loans), pursuant to one or more PHY Refinancing Amendments to facilitate the refinancing of the Private High Yield Facility), subject, in each case, to applicable limitations set out in such Guaranty and the relevant Loan Documents.

(b) Each Loan Party party hereto and Macmillan Publishers Holdings Limited confirms for the benefit of the Secured Parties that with effect from the Sixth Amendment Effective Date the security created by it pursuant to each Collateral Document including, but not limited to, the security created to secure Obligations with respect to the Term B8 Loans, the Term B9 Loans, the Term B10 Loans and the Term B11 Loans and all the other Obligations of the Loan Parties and Macmillan Publishers Holdings Limited under the Credit Agreement as amended by the Sixth Amendment (other than (i) the Swiss law governed Collateral Documents which are confirmed under a Swiss law governed security confirmation agreement, (ii) the Austrian law governed Collateral Documents which are confirmed under Austrian law governed amendment and restatement agreements to a share pledge agreement and (iii) the German law governed Collateral Documents which are confirmed under German law governed confirmation and amendment agreements, additional share pledge agreements and a junior ranking account pledge agreement) to which it is a party shall (a) remain in full force and effect (including, to the extent applicable, the perfection and priority thereof) notwithstanding the designation of any new document as a Loan Document or any additions, amendments, novation, substitution, or supplements of or to the Loan Documents and the imposition of any amended, new or more onerous obligations under the Loan Documents in relation to any Loan Party and Macmillan Publishers Holdings Limited and (b) continue to secure, and is extended to (to the extent that it would not otherwise do so) its Secured Obligations under the Loan Documents as amended (including, but not limited to, under the Credit Agreement as amended by the Sixth Amendment, and to one or more borrowings under additional tranches of Term Loans (and/or increases to one or more existing Tranches of Term Loans), pursuant to one or more PHY Refinancing Amendments to facilitate the refinancing of the Private High Yield Facility), subject, in each case, to applicable limitations set out in such Collateral Document and the relevant Loan

Documents.

SECTION 2. Loan Document: Each of the Administrative Agent and the Lead Borrower designates this Confirmation as a Loan Document. Each Loan Party and Macmillan Publishers Holdings Limited acknowledges and agrees that, after the Sixth Amendment Effective Date in accordance with Section 7 of the Sixth Amendment, each reference in each Loan Document to which it is a party to the “Credit Agreement” shall be deemed to be a reference to the Credit Agreement as amended by the Sixth Amendment.

SECTION 3. Counterparts. This Confirmation may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Confirmation in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart thereof.

SECTION 4. GOVERNING LAW. THIS CONFIRMATION AND ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS AMENDMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation to be duly executed and delivered as of the day and year first above written.

SPRINGER AUSTRIA HOLDING GMBH,
as Loan Party

By: _____

Name: Ulrich VEST

Title: DIRECTOR

Name: ~~Detle Haack~~

Title: ~~Director~~

SPRINGER-VERLAG GMBH (AUSTRIA),
as Loan Party

By: 

Name: Dr. Heinrich Weinheimer
Title: Director

RENDEMENT UITGEVERIJ B.V.,
as Loan Party

By: _____

Name:

WILRICH VEST

Title:

DIRECTOR

Name:

Pete Haane

Title:

Director

PUBLICOUNT B.V.,
as Loan Party



By: _____

Name:

LUNCH VEST

Title:

DIRECTOR



Name: ~~Dee~~ Naank
Title: ~~Director~~

**SPRINGER SCIENCE+BUSINESS MEDIA
FINANCE B.V.,**
as Loan Party



By: _____

Name:

ULRICH VEST

Title:

DIRECTOR



Name:

Dirk Haank

Title:

Director

SPRINGER SCIENCE+BUSINESS MEDIA B.V.,
as Loan Party

By: _____

Name:

ULRICH VEST

Title:

DIRECTOR

Name:

Dirk Haank

Title:

Director

MEKENTOSJ B.V.,

as Loan Party

By: 

Name: Martin Mos

Title: Director

SPRINGER MEDIA B.V.,

as Loan Party

By: 

Name: Maria Dina Cambeen


Title: Director


By: _____

Name: Springer Science+Business Media Finance
BV

Title:

SPRINGER MEDIA B.V.,
as Loan Party

By: 
Name: Karoline Haufler
Title: Authorized Signatory

By: 
Name: Springer Science+Business Media Finance
BV
Name: Derk Haank Name: Dr. Ulrich Vest
Title: Director Title: Director

BIOMED CENTRAL LIMITED,
as Loan Party



By: _____

Name:

ULRICH VGST

Title:

DIRECTOR

STAMPDEW LIMITED,
as Loan Party



By: _____

Name:

ULRICH VEST

Title:

DIRECTOR



By: _____

Name:

STEVEN CHARLES JACKCOOMBE

Title:

DIRECTOR

**HOLTZBRINCK PUBLISHERS HOLDINGS
LIMITED,**
as Loan Party

By: _____

Name:

STEVEN CHARLES INCHCOMBE

Title:

DIRECTOR

By: _____

Name:

✓ Rachel Elizabeth Jacobs

Title:

DIRECTOR

HM PUBLISHERS HOLDINGS LIMITED,
as Loan Party



By: _____

Name:


STEVEN CHARLES INCHCOMBS

Title:

DIRECTOR


MACMILLAN LIMITED,
as Loan Party

By: 
Name: STEVEN CHARLES DUCHOMBE
Title: DIRECTOR

By: 
Name: STEVEN CHARLES DUCHOMBE
Title: DIRECTOR

MACMILLAN PUBLISHERS LIMITED,
as Loan Party

By: 
Name: STEVEN CHARLES INCHCOMBE
Title: DIRECTOR

By: 
Name: RACHEL ELIZABETH JACOBS
Title: DIRECTOR

MACMILLAN PUBLISHERS HOLDINGS
LIMITED

By: _____



Name:

STEVEN CHARLES INCH COMBE

Title:

DIRECTOR

SPRINGER-VERLAG LONDON LIMITED,
as Loan Party



By: _____

Name: ULRICH VEST
Title: DIRECTOR
Place of Signing: LONDON



By: _____

Name: STEVEN CHARLES INCHCOMBE
Title: DIRECTOR
Place of Signing: LONDON

SPRINGER SBM ONE GMBH,
as Loan Party

By: _____

Name:

ULRICH VEST

Title:

DIRECTOR

By: _____

Name:

STEVEN CHARLES INCHCOMBE

Title:

DIRECTOR

SPRINGER SBM TWO GMBH,
as Loan Party

By: _____

Name: *Thomas Weibelhart*
Title: *Director*

By: _____

Name: *Hendrik-Jan Aker*
Title: *Director*

SPRINGER SBM TWO GMBH,
as Loan Party

By: _____

Name: Thomas Weibelhart
Title: Director

By: _____

Name: Hendrik-Jan Stoker
Title: Director

SPRINGER SCIENCE+BUSINESS MEDIA
DEUTSCHLAND GMBH,
as Loan Party

By: _____

Name:

WILKIN VEST

Title:

DIRECTOR

Name: _____

Dart Hoare

Title: _____

Director

SPRINGER SCIENCE+BUSINESS MEDIA GMBH,
as Loan Party

By: _____

Name:

LILRICH VEST

Title:

DIRECTOR

Name:

Bert Haank

Title:

Director

SPRINGER SBM INTERNATIONAL GMBH,
as Loan Party

By: 

Name: Hendrik-Jan Stoker
Title: Director

SPRINGER SBM INTERNATIONAL GMBH,
as Loan Party



By: _____

Name: *Thomas Geißelhart*
Title: *Director*

SPRINGER SCIENCE+BUSINESS MEDIA REAL
ESTATE HOLDING GMBH,
as Loan Party



By: _____

Name:

WURICH VEST

Title:

DIRECTOR



Name: Dirk Haeckel
Title: Director

SPRINGER-VERLAG GMBH,
as Loan Party

By: _____

Name: ~~Dark Hane~~
Title: ~~Director~~

Martin Vos
Director

SPRINGER CUSTOMER SERVICE CENTER
GMBH,
as Loan Party

By: _____

Name:

ULRICH VEST

Title:

DIRECTOR


Name:

Derek Hoane

Title:

Director



SPRINGER FACHMEDIE MÜNCHEN GMBH,
as Loan Party 

By: 
Name: PETER LEHNERT
Title: DIRECTOR

SPRINGER FACHMEDIEN WIESBADEN GMBH,
as Loan Party

By: 

Name: Barthelme Krüger
Title: Director


Name: Prof. Dr. J. J. J. J. J.
Title: Prof. Holder

SPRINGER MEDIZIN VERLAG GMBH,
as Loan Party

By: 

Name: Jochim Krieger
Title: Director


Name: Derk Haack
Title: Proxy Holder

HARRY NEWCO,
as Loan Party

MSE Beteiligungen GmbH

By:

Name:

RACHEN ELIZABETH JACOBS

Title:

DIRECTOR.

Name:

Derk Haank

Title:

Director

SPRINGER JAPAN K.K.,
as Loan Party



By: _____

Name: Antoine Bocquet

Title: Representative Director

シュプリンガー・ジャパン株式会社

代表取締役社長 アントワーン・ブーケ

SPRINGER JAPAN K.K.,
as Loan Party

By: _____

Name: Martin Mos
Title: Director

SPRINGER INTERNATIONAL PUBLISHING AG,
as Loan Party

By: _____

Name: Herbert Storch
Title: Board Member

SPRINGER INTERNATIONAL PUBLISHING AG,
as Loan Party

By: _____

Name: Martin Koss
Title: President of the Board

Name: Dr. Heinrich Weirheimer
Title: Proxy Holder

SPRINGER SCIENCE+BUSINESS MEDIA
FINANCE INC.,
as Loan Party



By: _____

Name:

ULRICH VEST

Title:

DIRECTOR

SPRINGER SCIENCE+BUSINESS MEDIA LLC,
as Loan Party



By: _____

Name:

ULRICH VEST

Title:

MANAGER

MACMILLAN ACADEMIC PUBLISHING INC.,
as Loan Party

By: _____



Name:

STEVEN CHARLES INCHCOMBE

Title:

DIRECTOR & PRESIDENT

SPRINGER CUSTOMER SERVICE CENTER LLC,
as Loan Party



By: _____
Name: LILICH VEST
Title: MANAGER

APRESS MEDIA LLC,
as Loan Party

By:  _____

Name:

Title: *Treasurer*

NATURE AMERICA, INC.,
as Loan Party



By: _____

Name:

STEVEN CHARLES INCHCOOMBS

Title:

DIRECTOR AND PRESIDENT

BARCLAYS BANK PLC
as the Administrative Agent

By: 
Name:
Title:
Place of Signing:

Ronnie Glenn
Vice President
New York

BARCLAYS BANK PLC
as the Collateral Agent

By: _____

Name: _____

Title: _____

Place of Signing: _____

Chris Ketchum
Assistant Vice President

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London
E14 4BB