Companies House

MR01(ef)

Registration of a Charge

Company name: **SPRINGER NATURE HOLDINGS LIMITED**

Company number: **00046694**

Received for Electronic Filing: **05/11/2019**

X8HLD54H

Details of Charge

Date of creation: **31/10/2019**

Charge code: **0004 6694 0017**

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

Brief description: **FOURTH SUPPLEMENTAL DEBENTURE**

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: **CLIFFORD CHANCE LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 46694

Charge code: 0004 6694 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2019 and created by SPRINGER NATURE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2019 .

Given at Companies House, Cardiff on 6th November 2019

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

EXECUTION VERSION

DATED 31 October 2019

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

BARCLAYS BANK PLC
AS SECURITY AGENT

FOURTH SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE TWELFTH AMENDMENT AND RESTATEMENT OF A CREDIT AGREEMENT DATED 14 AUGUST 2013, AS AMENDED AND/OR AMENDED AND RESTATED ON 13 SEPTEMBER 2013, 25 FEBRUARY 2014, 15 AUGUST 2014, 5 MAY 2015, 15 AUGUST 2016, 7 APRIL 2017, 6 SEPTEMBER 2017, 30 NOVEMBER 2017, 9 FEBRUARY 2018 AND 28 NOVEMBER 2018 AND AS FURTHER AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME

SUPPLEMENTAL TO A DEBENTURE
DATED 26 JUNE 2015 AND SUPPLEMENTED ON 15 AUGUST 2016, 30 NOVEMBER 2017

AND

28 NOVEMBER 2018

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THIS FOURTH SUPPLEMENTAL DEBENTURE (the "**Fourth Supplemental Charge**") is made by way of deed on 31 October 2019

BY:

(1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); in favour of

(2) **BARCLAYS BANK PLC** as trustee for the Secured Parties on the terms and conditions set out in the Original Security Document (the "**Security Agent**" which expression shall include any person for the time being appointed as security trustee or as an additional security agent for the purpose of, and in accordance with, the Original Security Document).

RECITALS:

(A) The Lenders made a facility available to the Chargors pursuant to the Original Facility Agreement (each as defined below).

(B) By virtue of the Original Security Document and the Supplemental Security Documents, the Chargors created security over the Charged Assets in respect of the Secured Obligations (each as defined below).

(C) The Administrative Agent and the Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below).

(D) Each of the Chargors wish to confirm the existing security created pursuant to the Original Security Document and the Supplemental Security Documents and grant security over the Charged Assets to secure each of its obligations to the Lenders as amended by the Amendment Agreement.

(E) This Fourth Supplemental Charge is supplemental to the Original Security Document and the Supplemental Security Documents.

(F) Pursuant to a twelfth amendment to the Original Facility Agreement dated on or about the date of this Fourth Supplemental Charge between the Lead Borrower, the Administrative Agent, the Lenders and the parties thereto, all the parties hereto have agreed to amend the Original Facility Agreement and effect certain changes in the manner set forth therein in order to, inter alia:

(a) introduce a new Euro denominated Term Loan Tranche numbered "B15" and a new USD denominated Term Loan Tranche numbered "B16" providing for Term B15 Loans and the Term B16 Loans (together, the "**Refinancing Term Loans**") on substantially the same terms as the existing equivalent Term Loan Tranches but with a maturity date extended by two years to 14 August 2024, and to be incurred for the purposes of (and in an aggregate amount not exceeding the amount required to effect such purposes) refinancing the existing Term Loan Tranches in full; and

(b) provide for the extension of the maturity date of the Revolving Credit Commitments of those Revolving Credit Lenders that accept a loan modification offer, to 14 February 2024.

(G) Furthermore, pursuant to an amendment deed dated on or around the date of this Fourth Supplemental Charge (the "**Intercreditor Amendment Deed**"), the parties thereto have agreed to amend the intercreditor agreement dated 8 August 2013 (as amended by an amendment deed dated 4 May 2015) entered into between, amongst others, Holdings and the Collateral Agent, in order to increase the Corporate FX Hedging Limit (as defined therein).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Fourth Supplemental Charge:

"**Amended Facility Agreement**" means the Original Facility Agreement as amended by the Amendment Agreement and as further amended, varied, novated, supplemented, superseded or extended from time to time.

"**Amended Secured Obligations**" means the Secured Obligations as defined in the Original Security Document and the Supplemental Security Documents and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Twelfth Amendment Effective Date (including the increase to the Corporate FX Hedging Limit (as defined in the Intercreditor Agreement) pursuant to the Intercreditor Amendment Deed).

"**Amendment Agreement**" means the twelfth amendment to the Original Facility Agreement, dated on or about the date of this Fourth Supplemental Charge between, among others, Springer Nature Deutschland GmbH (formerly known as Springer Science+Business Media Deutschland GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "**Lead Borrower**"), each of the Lenders listed therein and Barclays Bank PLC, as Administrative Agent for the Lenders under the Original Facility Agreement.

"**First Supplemental Security Document**" means the supplemental debenture to the Original Security Document dated 15 August 2016 between, amongst others, the Chargors and the Security Agent.

"**Original Facility Agreement**" means a senior credit agreement dated 14 August 2013 as amended and/or amended and restated as of 13 September 2013, 25 February 2014, 15 August 2014, 5 May 2015, 15 August 2016, 7 April 2017, 6 September 2017, 30 November 2017, 9 February 2018 and 28 November 2018 between, amongst others, Springer Nature Two GmbH (formerly Springer SBM Two GmbH) as the Parent, Springer Nature One GmbH (formerly Springer SBM One GmbH) as Holdings, Springer Nature Deutschland GmbH (formerly known as Springer Science+Business Media Deutschland GmbH) as the Lead Borrower, Barclays Bank PLC as

Administrative Agent, Collateral Agent and L/C Issuer and the Lenders (as defined therein).

"**Original Security**" means the Security created under the Original Security Document and the Supplemental Security Documents.

"**Original Security Document**" means the debenture dated 26 June 2015 between, amongst others, the Chargors and the Security Agent.

"**Second Supplemental Security Document**" means the second supplemental debenture to the Original Security Document and the First Supplemental Security Document dated 30 November 2017 between, amongst others, the Chargors and the Security Agent.

"**Supplemental Security Documents**" means the First Supplemental Security Document, the Second Supplemental Security Document and the Third Supplemental Security Document.

"**Third Supplemental Security Document**" means the third supplemental debenture to the Original Security Document, the First Supplemental Security Document and the Second Supplemental Security Document dated 28 November 2018 between, amongst others, the Chargors and the Security Agent.

1.2 Terms defined in other Finance Documents

Unless defined in this Fourth Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Document and the Supplemental Security Documents, the Amendment Agreement or the Amended Facility Agreement has the same meaning in this Fourth Supplemental Charge or any notice given under or in connection with this Fourth Supplemental Charge.

1.3 Construction

1.3.1 The rules of construction set out in clause 1.3 (*Construction*) of the Original Security Document shall apply to the construction of this Fourth Supplemental Charge.

1.3.2 In this Fourth Supplemental Charge any reference to the "**Security Agent**", the "**Chargors**", the "**Administrative Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests.

1.3.3 From the Twelfth Amendment Effective Date the Original Security Document and the Supplemental Security Documents shall be read and construed as one document with this Fourth Supplemental Charge.

1.3.4 References in this Fourth Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Fourth Supplemental Charge.

1.4 **Third Party Rights**

A person who is not a party to this Fourth Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Fourth Supplemental Charge.

2. **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each of the Chargors confirms for the benefit of the Secured Parties that with effect from the Twelfth Amendment Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in section 2 (*Amendments to the Credit Agreement*) of the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement).

3. **SUPPLEMENTAL SECURITY**

3.1 **Fixed Charges**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee (subject to the Original Security) in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge:

3.1.1 all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise); and

3.1.2 all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

3.2 **Assignments**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee (subject to the Original Security) to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of that Chargor's right, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights (subject to obtaining any necessary consent to that assignment from any third party).

3.3 **Separate Security**

Clauses 3.1 (*Fixed charges*) to 3.2 (*Assignments*) shall be construed as creating a separate and distinct fixed charge or assignment over each relevant asset within any particular class of assets defined in this Fourth Supplemental Charge and the failure to create an effective fixed charge or assignment (whether arising out of this Fourth Supplemental Charge or any act or omission by any party) over any one asset shall not

affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

3.4 **Floating Charge**

3.4.1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee (subject to the Original Security) charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of floating charge all present and future assets and undertaking of that Chargor.

3.4.2 The floating charge created by sub-clause 3.4.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties.

3.4.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4. **MISCELLANEOUS**

4.1 **Incorporation of terms**

The provisions of:

4.1.1 Clause 1.4 (*Incorporation of provisions*);

4.1.2 Clause 1.5 (*Present and future assets*);

4.1.3 Clause 1.7 (*Security Agent assumes no obligation*);

4.1.4 Clause 2 (*Covenant to Pay*);

4.1.5 Clause 3 (*Common Provisions*) (save that with respect to paragraph (a) of Clause 3.1 (*Common Provisions*), the Security Agent acknowledges that the full title guarantee is subject to the Original Security);

4.1.6 Clause 5.2 (*Crystallisation: by notice*);

4.1.7 Clause 5.3 (*Crystallisation: automatic*);

4.1.8 Clause 6 (*Provisions as to Security and Perfection*) (save that with respect to Clause 6.3, the Security Agent acknowledges that the full title guarantee is subject to the Original Security and that the obligations contained in Clauses 6.4, 6.5 and 6.6 shall be deemed to have been satisfied under this Fourth Supplemental Charge to the extent such obligations were complied with under the Original Security Document with respect to the relevant Charged Assets);

4.1.9 Clause 7 (*Further Assurance*);

4.1.10 Clause 8 (*Shares*);

4.1.11 Clause 9 (*General Undertakings*);

4.1.12 Clause 10 (*Enforcement of Security*);

4.1.13 Clause 11 (*Extension of Powers and Right of Appropriation*);

4.1.14 Clause 12 (*Appointment of Receiver or Administrator*);

4.1.15 Clause 13 (*Powers of Receivers*);

4.1.16 Clause 14 (*Protection of Purchasers*);

4.1.17 Clause 15 (*Power of Attorney*);

4.1.18 Clause 16 (*Effectiveness of Security*);

4.1.19 Clause 17 (*Prior Security Interests*);

4.1.20 Clause 18 (*Subsequent Security Interests*);

4.1.21 Clause 19 (*Release of Security*);

4.1.22 Clause 20 (*Set-Off*);

4.1.23 Clause 21 (*Assignment*);

4.1.24 Clause 22 (*Stamp Taxes*);

4.1.25 Clause 23 (*Discretion and Delegation*);

4.1.26 Clause 25 (*Jurisdiction*); and

4.1.27 Schedule 4 (*Form of Notice of Assignment of Specific Contract*),

of the Original Security Document are incorporated into this Fourth Supplemental Charge as if set out in full in this Fourth Supplemental Charge, but so that references in those clauses to:

4.1.28 "**Charged Assets**" are references to the assets of the Chargors charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Fourth Supplemental Charge;

4.1.29 the "**Senior Facilities Agreement**" are references to the "Amended Facility Agreement";

4.1.30 the "**Secured Obligations**" are references to the "Amended Secured Obligations"; and

4.1.31 "**this Deed**" are references to this Fourth Supplemental Charge.

4.2 **Original Security Document**

Except insofar as supplemented by this Fourth Supplemental Charge, the Original Security Document and the Supplemental Security Documents shall remain in full force and effect.

4.3 **No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document and/or the Supplemental Security Documents shall continue in full force and effect notwithstanding this Fourth Supplemental Charge and shall not merge in any security constituted by this Fourth Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Fourth Supplemental Charge.

4.4 **Counterparts**

This Fourth Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Fourth Supplemental Charge.

5. **GOVERNING LAW**

This Fourth Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS FOURTH SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by each of the Chargors and is delivered by it on the date specified above.

SCHEDULE 1
THE CHARGORS

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
Springer Nature Publishers Holdings Limited (formerly known as Holtzbrinck Publishers Holdings Limited), registration number 03046119	England and Wales	The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom Attn: The Company Secretary
Springer Nature Holdings Limited (formerly known as HM Publishers Holdings Limited) registration number 00046694	England and Wales	The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom Attn: The Company Secretary
Springer Nature (UK) Limited (formerly known as Macmillan Limited), registration number 00785999	England and Wales	The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom Attn: The Company Secretary
Springer Nature Limited (formerly known as Macmillan Publishers Limited) registration number 00785998	England and Wales	The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom Attn: The Company Secretary

EXECUTION PAGES TO FOURTH SUPPLEMENTAL CHARGE

The Chargors

EXECUTED AS A DEED by
SPRINGER NATURE PUBLISHERS HOLDINGS LIMITED

[redacted]

Name: Rachel Jacobs

Title: Director

[redacted]

Name: Gabrielle Williams Hamer

Title: Company Secretary

EXECUTED AS A DEED by
SPRINGER NATURE HOLDINGS LIMITED

[redacted]

Name: Rachel Jacobs

Title: Director

[redacted]

Name: Gabrielle Williams Hamer

Title: Company Secretary

EXECUTED AS A DEED by
SPRINGER NATURE (UK) LIMITED



Name: Rachel Jacobs

Title: Director



Name: Gabrielle Williams Hamer

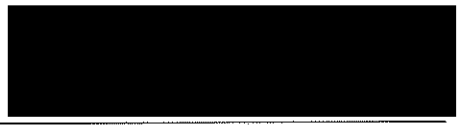
Title: Company Secretary

EXECUTED AS A DEED by
SPRINGER NATURE LIMITED



Name: Rachel Jacobs

Title: Director



Name: Gabrielle Williams Hamer

Title: Company Secretary

The Security Agent

SIGNED for and on behalf of
BARCLAYS BANK PLC

By: [redacted]

Address: 1 Churchill Place, London, E14 4BB

Fax: 02079734893

Attention: Head of European Loans Agency