



Registration of a Charge

Company name: **SPRINGER NATURE HOLDINGS LIMITED**

Company number: **00046694**



X7K2JK4Q

Received for Electronic Filing: **04/12/2018**

Details of Charge

Date of creation: **28/11/2018**

Charge code: **0004 6694 0015**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT 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 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th November 2018 and created by SPRINGER NATURE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2018 .

Given at Companies House, Cardiff on 6th December 2018

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 28 NOVEMBER 2018

SPRINGER NATURE HOLDINGS LIMITED (FORMERLY KNOWN AS HM
PUBLISHERS HOLDINGS LIMITED)
AS THE CHARGOR

IN FAVOUR OF

BARCLAYS BANK PLC
AS SECURITY AGENT

THIRD SUPPLEMENTAL SHARE CHARGE

EXECUTED IN CONNECTION WITH THE
ELEVENTH 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 AND 9 FEBRUARY 2018
AND AS FURTHER AMENDED AND RESTATED,
SUPPLEMENTED OR OTHERWISE MODIFIED
FROM TIME TO TIME

SUPPLEMENTAL TO A SHARE CHARGE
DATED 5 MAY 2015 AND SUPPLEMENTED ON
15 AUGUST 2016 AND 30 NOVEMBER 2017

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THIS THIRD SUPPLEMENTAL SHARE CHARGE (the "**Third Supplemental Charge**") is made by way of deed on 28 November 2018

BY:

- (1) **SPRINGER NATURE HOLDINGS LIMITED (FORMERLY KNOWN AS HM PUBLISHERS HOLDINGS LIMITED)**, a company incorporated in England and Wales with registered number 46694 with its registered office at The Campus, 4 Crinan Street, London, United Kingdom, N1 9XW (the "**Chargor**"); in favour of
- (2) **BARCLAYS BANK PLC** as trustee for the Secured Parties on the terms and conditions set out in the Share Charge (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 Share Charge).

RECITALS:

- (A) The Lenders made a facility available to the Chargor pursuant to the Original Facility Agreement (each as defined below).
- (B) By virtue of the Original Security Document and the Supplemental Security Documents, the Chargor 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) The Chargor wishes 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 its obligations to the Lenders as amended by the Amendment Agreement.
- (E) This Third Supplemental Charge is supplemental to the Original Security Document and the Supplemental Security Documents.
- (F) Pursuant to the eleventh amendment to the Original Facility Agreement dated on or about the date of this Agreement 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 including the introduction of a new Euro denominated Term Loan Tranche numbered "B14" providing for Term B14 Loans (together, the "**Refinancing Term Loans**") on substantially the same terms as the existing equivalent Term Loan Tranche in an amount to be agreed for the purposes of (and in an aggregate amount not exceeding the amount required to effect such purposes):
 - (a) refinancing the existing Term B12 Loans in an amount to be agreed; and
 - (b) prepaying in part a principal amount to be agreed of the Term B13 Loans (with the equivalent increased amount in the Term B14 Loans) in an amount to be agreed and financing the payment of any accrued interest thereunder and any applicable break costs, fees (including any prepayment fees), costs and expenses incurred in connection with the refinancing.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Third 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 Eleventh Amendment Effective Date.

"Amendment Agreement" means the eleventh amendment to the Original Facility Agreement, dated on or about the date of this Third 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.

"Contractual Obligations" means any provision of any security issued by the Chargor or of any agreement, loan agreement, indenture, mortgage, deed of trust, lease, instrument or other undertaking to which the Chargor is a party or by which it or any of its property is bound.

"First Supplemental Security Document" means the supplemental share charge to the Original Security Document dated 15 August 2016 between, amongst others, the Chargor and the Security Agent.

"Laws" means, collectively, all applicable international, foreign, federal, provincial, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"Organisational Documents" means the memorandum (if applicable), articles of association and certificate of incorporation (and each certificate of incorporation on change of name (if any)) of the Chargor.

"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 and 9 February 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 share charge dated 5 May 2015 between, amongst others, the Chargor and the Security Agent.

"Second Supplemental Security Document" means the supplemental share charge to the Original Security Document and the First Supplemental Security Document dated 30 November 2017 between, amongst others, the Chargor and the Security Agent.

"Supplemental Security Documents" means the First Supplemental Security Document and the Second Supplemental Security Document.

1.2 Terms defined in other Finance Documents

Unless defined in this Third 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 Third Supplemental Charge or any notice given under or in connection with this Third Supplemental Charge.

1.3 Construction

1.3.1 The rules of construction set out in clause 1.2 (*Construction*) of the Original Security Document shall apply to the construction of this Third Supplemental Charge.

1.3.2 In this Third Supplemental Charge any reference to the **"Security Agent"**, the **"Chargor"**, 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 Eleventh Amendment Effective Date the Original Security Document and the Supplemental Security Documents shall be read and construed as one document with this Third Supplemental Charge.

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

1.4 Third Party Rights

A person who is not a party to this Third 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 Third Supplemental Charge.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the Eleventh 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, the Chargor charges with full title guarantee (subject to the security interests created by the Original Security) and as 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 first fixed charge all its present and future Shares and Dividends.

4. REPRESENTATIONS AND WARRANTIES

4.1 Existence, Qualification and Power; Compliance with Laws

The Chargor:

- 4.1.1 is duly organised, formed or incorporated and validly existing under the laws of the jurisdiction of its incorporation or organisation;
- 4.1.2 has all requisite power and authority to:
 - (a) own or lease its assets and carry on its business; and
 - (b) execute, deliver and perform its obligations under this Third Supplemental Charge;
- 4.1.3 is duly qualified and is authorised to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of each jurisdiction where its ownership of the Shares or the conduct of its business requires such qualification; and
- 4.1.4 has all requisite governmental licences, authorisations, consents and approvals to operate its business as currently conducted,

except in the case of paragraphs 4.1.1, 4.1.2 (b), 4.1.3 and 4.1.4 above, to the extent that any failure to be so or to have such could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Amended Facility Agreement).

4.2 Authorisation; No Contravention

The execution, delivery and performance by the Chargor of this Third Supplemental Charge is within the Chargor's corporate or other powers, has been duly authorised by all necessary corporate or other organisational action and does not:

- 4.2.1 contravene the terms of any of the Chargor's Organisational Documents;
- 4.2.2 violate any Laws applicable to it, except to the extent that such violation or contravention could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Amended Facility Agreement); or
- 4.2.3 conflict with or result in any breach or contravention of:
 - (a) any Contractual Obligation binding upon it or any of its assets; or
 - (b) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Chargor or its property is subject.

4.3 Governmental Authorisation; Other Consents

No approval, consent, exemption, authorisation or other action by, or notice to, or filing with, any Governmental Authority or any other entity is necessary or required in connection with (a) the execution, delivery, performance by, or enforcement against the Chargor, of this Third Supplemental Charge; (b) the admissibility into evidence in the courts of England and Wales or (c) the exercise by the Administrative Collateral Agent or any Lender of its rights under this Third Supplemental Charge; except for (i) the approvals, consents, exemptions, authorisations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect; (ii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Amended Facility Agreement); and (iii) the registration of the particulars of this Third Supplemental Charge, together with a certified copy of this Third Supplemental Charge, with the Registrar of Companies within 21 days after the date of this Third Supplemental Charge in accordance with Chapter A1 of Part 25 of the Companies Act 2006 and the payment of associated fees in connection with such registration.

4.4 Binding Effect

The Chargor has duly executed and delivered this Third Supplemental Charge. This Third Supplemental Charge constitutes a legal, valid and binding obligation of the Chargor, enforceable against the Chargor in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganisation, receivership, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity. The Chargor benefits by entering into this Third Supplemental Charge.

5. MISCELLANEOUS

5.1 Incorporation of terms

The provisions of:

- 5.1.1 Clause 1.4 (*Intercreditor Agreement*);
- 5.1.2 Clause 2 (*Undertaking to Pay*);
- 5.1.3 Clause 3.2 (*Share Certificates etc*) (save that the obligations contained therein shall be deemed to have been satisfied under this Third Supplemental Charge to the extent such obligations were complied with under the Original Security Document with respect to the relevant Shares);
- 5.1.4 Clause 4 (*Restrictions and Further Assurance*);
- 5.1.5 Clause 5 (*Charged Shares*);
- 5.1.6 Clause 6 (*General Undertakings*);
- 5.1.7 Clause 7.5 (*Shares Fully Paid etc*);
- 5.1.8 Clause 7.6 (*Beneficial Ownership*);
- 5.1.9 Clause 7.7 (*Share Capital*);
- 5.1.10 Clause 8 (*Enforcement*);
- 5.1.11 Clause 9 (*Security Agent's Rights*);
- 5.1.12 Clause 10 (*Order of Distributions*);
- 5.1.13 Clause 11 (*Liability of Security Agent and Delegates*);
- 5.1.14 Clause 12 (*Power of Attorney*);
- 5.1.15 Clause 13 (*Protection of Third Parties*);
- 5.1.16 Clause 14 (*Saving Provisions*);
- 5.1.17 Clause 15 (*Discharge of Security*);
- 5.1.18 Clause 16 (*Enforcement Expenses*);
- 5.1.19 Clause 17 (*Payments*);
- 5.1.20 Clause 18 (*Rights, Waivers and Determinations*);
- 5.1.21 Clause 20 (*Governing Law*);
- 5.1.22 Clause 21 (*Jurisdiction*); and

5.1.23 Schedule 1 (*Rights of Security Agent*),

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

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

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

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

5.1.27 "**this Deed**" are references to this Third Supplemental Charge.

5.2 **Original Security Document**

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

5.3 **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 Third Supplemental Charge and shall not merge in any security constituted by this Third Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Third Supplemental Charge.

5.4 **Counterparts**

This Third 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 Third Supplemental Charge.

6. **GOVERNING LAW**

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

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

EXECUTION PAGES TO THIRD SUPPLEMENTAL CHARGE

The Chargor

EXECUTED AS A DEED by
SPRINGER NATURE HOLDINGS LIMITED

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Name: FRANCES NIVEN



Name: GABRIELLE WILLIAMS HAMER

Title: ATTORNEY

Title: ATTORNEY

The Security Agent

**SIGNED for and on behalf of
BARCLAYS BANK PLC**

By:...



**Emma Sharma
Assistant Vice President**

Address:

Fax:

Attention: