



Registration of a Charge

Company name: **SPRINGER NATURE HOLDINGS LIMITED**

Company number: **00046694**



X9Z4MC4F

Received for Electronic Filing: **26/02/2021**

Details of Charge

Date of creation: **17/02/2021**

Charge code: **0004 6694 0021**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **A CONFIRMATION OF GUARANTEE AND SECURITY, IN CONNECTION WITH THE THIRTEENTH AMENDMENT TO THE CREDIT AGREEMENT.**

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 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2021 and created by SPRINGER NATURE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2021 .

Given at Companies House, Cardiff on 1st March 2021

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 EMAIL 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 February 17, 2021 (this "Confirmation"), by and among each Loan Party party hereto, Macmillan Education Limited (f/k/a 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, 5 May 2015, 15 August 2016, 7 April 2017, 6 September 2017, 30 November 2017, 9 February 2018, 27 November 2018, October 31, 2019, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement"), among, *inter alia*, Springer Nature Deutschland GmbH (formerly Springer Science+Business Media Deutschland GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany; Springer Nature One GmbH (formerly Springer SBM One GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany; Springer Nature Two GmbH (formerly Springer SBM Two 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 and Collateral Agent, Barclays Bank Ireland PLC as L/C Issuer and the other agents and parties from time to time party thereto, and as further amended and restated by the Thirteenth Amendment (as defined below) (the "Credit Agreement"). Terms used herein and not otherwise defined shall have the meaning assigned thereto in the Credit Agreement.

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

WHEREAS, the Loan Parties party hereto and Macmillan Education 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 Education Limited, to confirm the pledge of the Collateral by the Loan Parties and Macmillan Education Limited under each Collateral Document to which each such Loan Party and Macmillan Education 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 Education Limited, the Administrative Agent and the Collateral Agent hereby agree as follows:

AGREEMENT

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 Thirteenth Amendment Effective Date, all the Guaranteed Obligations under the Guaranty to which it is a party, including, but not limited to, the Guaranteed Obligations relating to the Revolving Credit Facility, the Term B17 Loans, the Term B18 Loans and all the other Obligations of the Loan Parties under the Credit Agreement, 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 Thirteenth Amendment (including, but not limited to, under the Credit Agreement, and to one or more borrowings under additional tranches of Term Loans (and/or increases or decreases to one or more existing Tranches of Term Loans)), 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 Education Limited confirms for the benefit of the Secured Parties that with effect from the Thirteenth Amendment Effective Date the security created by it pursuant to each Collateral Document to which it is party, including, but not limited to, the security created to secure Obligations with respect to the Revolving Credit Facility, the Term B17 Loans, the Term B18 Loans and all the other Obligations of the Loan Parties and Macmillan Education Limited under the Credit Agreement (other than (i) the Swiss law governed Collateral Documents which are confirmed under a Swiss law governed security confirmation agreement and (ii) 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) 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 Education 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, and to one or more borrowings under additional tranches of Term Loans (and/or increases or decreases to one or more existing Tranches of Term Loans)), subject, in each case, to applicable limitations set out in such Collateral Document and the relevant Loan Documents.

SECTION 2. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges and agrees to be bound by Section 11.08 of the Credit Agreement, as in effect under the Thirteenth Amendment and as it may be amended, modified, supplemented, or amended and restated from time to time, which shall be deemed incorporated herein by reference, including any applicable defined terms.

SECTION 3. Loan Document. Each of the Administrative Agent and the Lead Borrower designates this Confirmation as a Loan Document. Each Loan Party and Macmillan Education Limited acknowledges and agrees that, after the Thirteenth Amendment Effective Date in accordance with Section 8 of the Thirteenth Amendment, each reference in each Loan Document to which it is a party to the "Original Credit Agreement" shall be deemed to be a reference to the Credit Agreement, as amended.


SECTION 4. 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 5. 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.

[Signature Pages 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 Thomas Geisselhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER-VERLAG GMBH (AUSTRIA),
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

RENDEMENT UITGEVERIJ B.V.,

as Loan Party

By

Name Thomas Geisselhart

Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

PUBLICOUNT B.V.,

as Loan Party


By

Name Thomas Geisselhart

Title Authorized Signatory


CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE FINANCE B.V.,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory


CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE B.V.,
as Loan Party

By 
Name Thomas Geisselhardt
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER MEDIA B.V.,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER MEDIA B.V.,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory


CONFIRMATION OF
GUARANTEE AND SECURITY

BIOMED CENTRAL LIMITED,
as Loan Party

By 
Name Thomas Gesselhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

STAMPDEW LIMITED,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

STAMPDEW LIMITED,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER NATURE PUBLISHERS HOLDINGS
LIMITED,**
as Loan Party



By _____
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


**SPRINGER NATURE PUBLISHERS HOLDINGS
LIMITED,**
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

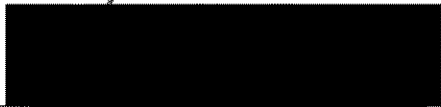
CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE HOLDINGS LIMITED,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE (UK) LIMITED,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER NATURE (UK) LIMITED,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE LIMITED,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE LIMITED,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By: _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

MACMILLAN EDUCATION LIMITED


By

Name Thomas Geisselhart

Title Authorized Signatory

**CONFIRMATION OF
GUARANTEE AND SECURITY**

SPRINGER-VERLAG LONDON LIMITED,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER-VERLAG LONDON LIMITED,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE ONE GMBH,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER NATURE ONE GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE TWO GMBH,
as Loan Party

By 
Name Thomas Guisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER NATURE TWO GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE DEUTSCHLAND GMBH,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER NATURE DEUTSCHLAND GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE THREE GMBH,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER NATURE THREE GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE INTERNATIONAL GMBH,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE INTERNATIONAL GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER NATURE REAL ESTATE HOLDING
GMBH,**

as Loan Party



By _____
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER NATURE REAL ESTATE HOLDING
GMBH,**
as Loan Party

By: _____

Name: Thomas Geisselhart
Title: Authorized Signatory




By: _____

Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER-VERLAG GMBH,
as Loan Party

By. 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadfleg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER-VERLAG GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By: _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER NATURE CUSTOMER SERVICE
CENTER GMBH,**
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


**SPRINGER NATURE CUSTOMER SERVICE
CENTER GMBH,**
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadffieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER FACHMEDIEN MÜNCHEN GMBH,
as Loan Party

By 
Name Thomas Geisselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER FACHMEDIEN MÜNCHEN GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadflieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER FACHMEDIEN WIESBADEN GMBH,
as Loan Party

By 
Name Thomas Gesselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER FACHMEDIEN WIESBADEN GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By:  _____
Name: Nicole Quadffieg
Title: Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER MEDIZIN VERLAG GMBH,
as Loan Party

By 
Name Thomas Gesselhart
Title Authorized Signatory

By _____
Name Nicole Quadflieg
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY


SPRINGER MEDIZIN VERLAG GMBH,
as Loan Party

By: _____
Name: Thomas Geisselhart
Title: Authorized Signatory

By: _____
Name: Nicole Quadflieg
Title: Authorized Signatory


CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER JAPAN KK,
as Loan Party

By 
Name Thomas Gesselhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE SWITZERLAND AG,
as Loan Party

By 
Name Thomas Geßelhart
Title Authorized Signatory

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER SCIENCE+BUSINESS MEDIA
FINANCE INC.,**

as Loan Party


By



Name Dr. Ulrich Vest
Title Director

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER SCIENCE+BUSINESS MEDIA, LLC,
as Loan Party

By 
Name Dr. Ulrich Vest
Title Manager

CONFIRMATION OF
GUARANTEE AND SECURITY

SPRINGER NATURE ACADEMIC
PUBLISHING, INC.,
as Loan Party

By: 

Name: Christoph Hesselmann
Title: Director

CONFIRMATION OF
GUARANTEE AND SECURITY

**SPRINGER NATURE CUSTOMER
SERVICE CENTER, LLC,**
as Loan Party



By _____
Name Dr. Ulrich Vest
Title Manager

CONFIRMATION OF
GUARANTEE AND SECURITY

APRESS MEDIA, LLC,
as Loan Party

By: 

Name: Nicole Quadflieg
Title: Authorized Signatory

**CONFIRMATION OF
GUARANTEE AND SECURITY**

SPRINGER NATURE AMERICA, INC.,
as Loan Party

By: _____

Name: Christoph Hesselmann
Title: Director

CONFIRMATION OF
GUARANTEE AND SECURITY

BARCLAYS BANK PLC

as the Administrative Agent


By: 

Name: Robert Walsh

Title: Assistant Vice President

Place of Signing:

BARCLAYS BANK PLC
as the Collateral Agent

By: 
Name: Emma Sharma
Title: VP
Place of Signing: London