



Registration of a Charge

Company name: **ADESTRA LIMITED**

Company number: **05267378**

Received for Electronic Filing: **27/01/2020**



X8XJH8E3

Details of Charge

Date of creation: **06/01/2020**

Charge code: **0526 7378 0003**

Persons entitled: **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

Brief description: **INTELLECTUAL PROPERTY, INCLUDING E.G. TRADEMARKS WITH THE FOLLOWING REGISTRATION NUMBER: 2551963. PLEASE SEE 2.4 (FIXED CHARGES) AND SCHEDULE 3 (DETAILS OF INTELLECTUAL PROPERTY) FOR FURTHER INFORMATION.**

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: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5267378

Charge code: 0526 7378 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2020 and created by ADESTRA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2020 .

Given at Companies House, Cardiff on 28th January 2020

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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 6 January 2020.

BETWEEN:

- (1) Adestra Limited, a company incorporated in England and Wales with registered number 05267378 (the "**New Chargor**");
- (2) Upland Software, Inc. (the "**Company**"); and
- (3) Credit Suisse AG, Cayman Islands Branch, as security trustee for itself and the other Secured Parties (the "**Collateral Agent**").

RECITAL:

This deed is supplemental to a debenture dated 6 August 2019 between, amongst others, the Chargor named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clause 1.1 (*Credit Agreement*) and Clauses 1.3 (*Construction*) to 1.9 (*Covenants and representations*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

The terms of Clause 4 (*Negative Pledge and Disposals*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor shall on demand pay or discharge to the Collateral Agent the Secured Liabilities when the same have become due in the manner provided for in the Loan Documents, **provided that** neither such covenant nor the Security created by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

2.3 Creation of Charges

All Charges and assignments under this deed are:

- (a) made in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by the Legal Reservations; and
- (c) Security for the payment and discharge of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to clause 2.4 (*Fixed Charges*) to the extent specifically assigned pursuant to clause 2.5 (*Assignment by way of Security*).

2.4 FIXED CHARGES

The New Chargor charges:

- (a) **Real Property:**
 - (i) by way of first legal mortgage and all Real Property in England or Wales now belonging to it (including any property specified in Schedule 1 (*Details of Real Property*) hereto); and
 - (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to Real Property in England or Wales not mortgaged pursuant to paragraph (i) above;
- (b) **Investments:**
 - (i) by way of first fixed charge all its rights, title and interest in and to the all Investments now belonging to it (including any Investments specified in Schedule 2 (*Details of Investments*) hereto); and
 - (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;
- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest present and future in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture or this deed;
- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights (including, without limitation, the Intellectual Property specified in Schedule 3 (*Details of Intellectual Property*) hereto) to the extent it is capable of being charged;
- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including any Bank Accounts specified in Schedule 4 (*Details of Bank Accounts*) hereto);
- (f) **Insurance Policies:** by way of first fixed charge all its rights, title and interest present and future in and to the Insurance Policies and all Related Rights;
- (g) **Personal Chattels:** by way of first fixed charge all its rights, title and interest present and future in and to the Personal Chattels (including any Personal Chattels specified in Schedule 5 (*Details of Personal Chattels*) hereto); and

- (h) **Goodwill and uncalled capital and pension fund:** by way of first fixed charge all its rights, title and interest present and future in and to:
- (i) all its uncalled capital;
 - (ii) all its goodwill; and
 - (iii) any pension fund and plan (to the extent such Security does not breach the terms of such plan).

2.5 Assignment by way of Security

- (a) The New Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 21.11 (*Final redemption*) of the Debenture) all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to it, and any claims, awards and judgments in favour of it, under or in connection with the Assigned Contracts.
- (b) Until an Acceleration Event, each Chargor shall (in its sole discretion) be entitled to exercise all its rights, remedies, discretion or judgments (including the giving of any waivers or consents) in the Assigned Contracts and to be entitled to all proceeds and claims arising therefrom, subject to the other provisions of this deed.

2.6 Floating Charge

The New Chargor charges (subject to any Permitted Liens) by way of first floating Charge its present and future undertaking and all its assets other than any asset effectively mortgaged, charged or assigned under clause 2.4 (*Fixed Charges*) or clause 2.5 (*Assignment by way of Security*).

3. CONSENT OF EXISTING CHARGORS

The Company, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

5. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Communications*) of the Debenture are as follows:

Address: 16 Great Queen Street, Covent Garden, London WC2B 5AH

Email: legal@uplandsoftware.com

Tel: 833-875-2691

Attention: Legal Department

6. **COUNTERPARTS**

This deed may be executed in any number of counterparts and this has the same effect as if the signature on the counterparts were on a single copy of this deed.

7. **GOVERNING LAW AND JURISDICTION**

7.1 This deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this deed are governed by English law.

7.2 Subject to clause 7.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").

7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.

7.4 This clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:

- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
- (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULES TO THE DEED OF ACCESSION

SCHEDULE 1

Details of Real Property

None as at the date of this deed.

SCHEDULE 2
Details of Investments

None as at the date of this deed.

SCHEDULE 3**Details of Intellectual Property****Patents:**

TITLE	COUNTRY	APP. #	FILING DATE	PATENT #
COMPUTER SYSTEMS AND METHODS FOR COMPRESSING DATA	United Kingdom	1611130.4	27 June 2016	2551963

SCHEDULE 4**Details of Bank Accounts**

Owner	Type of Account	Bank or Intermediary	Country in Which Account is Established and Maintained	Account Number
Aestra Limited	Checking	HSBC Bank UK	United Kingdom	[REDACTED]
Aestra Limited	Foreign Exchange	HSBC Bank UK	United Kingdom	[REDACTED]
Aestra Limited	Foreign Exchange	HSBC Bank UK	United Kingdom	[REDACTED]

SIGNATORIES

EXECUTED AS A DEED by
ADESTRA LIMITED
acting by a director in the presence of

)
)
)
)

By



Witness name: Stephanie Deadmon.....

Signature: ..

Address: 401 Congress Ave., Ste. 1850.....

Austin, TX 78701.....

Notice Details

Address: 401 Congress Ave., Ste. 1850
Austin, TX 78701

Fax: (512) 960-1010

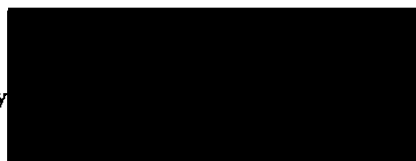
Email: legal@uplandsoftware.com

Attention: General Counsel

EXECUTED AS A DEED by
UPLAND SOFTWARE, INC. acting by
an officer in the presence of

)
)
)
)

By



Witness name: Stephanie Deadmon.....

Signature



Address: 401 Congress Ave., Ste. 1850.....

Austin, TX 78701.....

Notice Details

Address: 401 Congress Ave., Ste. 1850
Austin, TX 78701

Fax: (512) 960-1010

Email: legal@uplandsoftware.com

Attention: General Counsel

EXECUTED by)
CREDIT SUISSE AG,)
CAYMAN ISLANDS BRANCH)
the Collateral)
acting by:)

CREDIT SUISSE AG,)
CAYMAN ISLANDS BRANCH)
the Collateral Agent)
acting by:)

Authorized Signatory

Notice Details

Address: Eleven Madison Avenue, New York, NY 10010

Fax: (212) 322-2291

Attention: Agency Manager