UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(D)
of the Securities Exchange Act OF 1934

Date of Report (Date of earliest event reported): January 22, 2021

CHURCHILL CAPITAL CORP II
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-38960	**83-4388331**
(Commission File No.)	(IRS Employer Identification No.)
640 Fifth Avenue, 12th Floor **New York, NY** (Address of principal executive offices)	**10019** (Zip Code)

(212) 380-7500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock, $0.0001 par value, and one-third of one warrant	**CCX.U**	**New York Stock Exchange**
Shares of Class A common stock	**CCX**	**New York Stock Exchange**
Warrants included as part of the units	**CCX WS**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement Amendment

On January 22, 2021, Churchill Capital Corp II, a Delaware corporation ("Churchill"), entered into an amendment (the "Merger Agreement Amendment") to the

previously announced Agreement and Plan of Merger (the "Skillsoft Merger Agreement"), dated as of October 12, 2020, by and between Churchill and Software Luxembourg Holding S.A., a public limited liability company (société anonyme) incorporated and organized under the laws of the Grand Duchy of Luxembourg ("Skillsoft"), pursuant to which a business combination between Churchill and Skillsoft will be effected through the merger of Skillsoft with and into Churchill, with Churchill surviving as the surviving company (the "Skillsoft Merger"). The Merger Agreement Amendment amends and restates in its entirety the definition of "Applicable Majority" in the Skillsoft Merger Agreement. The definition of "Applicable Majority" is used in the Skillsoft Merger Agreement in connection with the Churchill Stockholder Approval required for consummating the Skillsoft Merger.

Except as described above, all other material terms of the Skillsoft Merger Agreement remain unchanged. The foregoing description of the Merger Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement Amendment, which is filed as Exhibit 2.1 to this Form 8-K.

Sponsor Agreement Amendment

On January 22, 2021, Churchill entered into an Amendment to the Sponsor Agreement (the "Sponsor Agreement Amendment") by and among Churchill, Skillsoft, Sponsor and Churchill's directors and officers. The Sponsor Agreement Amendment amends the Sponsor Agreement, dated as of October 12, 2020, by and among Churchill, Skillsoft, Sponsor and Churchill's directors and officers (the "Sponsor Agreement"). Pursuant to the Sponsor Agreement Amendment, 75% of the Founder Shares (as defined in the Sponsor Agreement) shall vest at the closing of the Skillsoft Merger. 25% of the Founder Shares shall vest at such time as the Stock Price Level (as defined below) is achieved.

In the event Churchill enters into a binding agreement related to certain sale transactions involving the shares of Common Stock or all or substantially all the assets of Churchill (a "Churchill Sale"), all unvested Founder Shares shall vest on the day prior to the closing of such Churchill Sale.

The "Stock Price Level" will be considered achieved only (a) when the price of Common Stock (as defined in the Sponsor Agreement) on the New York Stock Exchange (or other exchange or other market where the Common Stock is then traded) is greater than or equal to $12.50 or (b) in a Churchill Sale.

Except as described above, all other material terms of the Sponsor Agreement remain unchanged by the Sponsor Agreement Amendment. The foregoing description of the Sponsor Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Sponsor Agreement Amendment, which is filed as Exhibit 10.1 to this Form 8-K.

Item 8.01 Other Events.

Global Knowledge Acknowledgement Letter

On January 22, 2021, Albert DE Holdings Inc. ("Global Knowledge") delivered a letter (the "Global Knowledge Acknowledgement Letter") to Churchill pursuant to which Global Knowledge acknowledged, among other things, (i) Churchill's entry into the Merger Agreement Amendment and (ii) that following Albert UK Holdings 1 Limited's ("Albert UK") termination of that certain Subscription Agreement, dated as of October 12, 2020, by and between Albert UK and Churchill on November 10, 2020, in accordance with its terms, Albert UK's merger consideration under that certain Agreement and Plan of Merger (the "Global Knowledge Merger Agreement"), dated as of October 12, 2020, by and among Churchill, Magnet Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Churchill, and Global Knowledge shall comprise of 5,000,000 warrants exercisable for Acquiror Common Stock (as defined in the Global Knowledge Merger Agreement).

The foregoing description of the Global Knowledge Acknowledgement Letter does not purport to be complete and is qualified in its entirety by reference to the Global Knowledge Acknowledgement Letter, which is filed as Exhibit 99.1 to this Form 8-K.

IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT

This communication is being made in respect of the proposed merger transaction involving Churchill and Skillsoft. Churchill has filed a registration statement on Form S-4 with the SEC, which includes a proxy statement of Churchill and a prospectus of Churchill, and Churchill will file other documents regarding the proposed transaction with the SEC. A definitive proxy statement/prospectus will also be sent to the stockholders of Churchill and Skillsoft, seeking any required stockholder approval. Before making any voting or investment decision, investors and security holders of Churchill and Skillsoft are urged to carefully read the entire registration statement and proxy statement/prospectus and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they contain important information about the proposed transaction. The documents filed by Churchill with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, the documents filed by Churchill may be obtained free of charge from Churchill at www.churchillcapitalcorp.com. Alternatively, these documents, when available, can be reduce spacing to be consistent obtained free of charge from Churchill upon written request to Churchill Capital Corp II, 640 Fifth Avenue, 12th Floor, New York, New York 10019, Attn: Secretary, or by calling (212) 380-7500.

Churchill, Skillsoft and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Churchill, in favor of the approval of the merger. Information regarding Churchill's directors and executive officers is contained in Churchill's Annual Report on Form 10-K for the year ended December 31, 2019 and its Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2020, June 30, 2020 and September 30, 2020, which are filed with the SEC. Additional information regarding the interests of those participants, the directors and executive officers of Skillsoft and other persons who may be deemed participants in the transaction may be obtained by reading the registration statement and the proxy statement/prospectus and other relevant documents filed with the SEC. Free copies of these documents may be obtained as described in the preceding paragraph.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction.

FORWARD-LOOKING STATEMENTS

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 including, but not limited to, Churchill's, Skillsoft's and Global Knowledge's expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates" or "intends" or similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from

those indicated by such statements. Certain of these risks are identified and discussed in Churchill's Form 10-K for the year ended December 31, 2019 under Risk Factors in Part I, Item 1A and in the registration statement on Form S-4 discussed above. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and Churchill, Skillsoft and Global Knowledge believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and none of Churchill, Skillsoft or Global Knowledge is under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports, which Churchill has filed or will file from time to time with the SEC.

In addition to factors previously disclosed in Churchill's reports filed with the SEC and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to meet the closing conditions to the Skillsoft Merger, including approval by stockholders of Churchill and Skillsoft, and the Global Knowledge Merger on the expected terms and schedule and the risk that regulatory approvals required for the Skillsoft Merger and the Global Knowledge Merger are not obtained or are obtained subject to conditions that are not anticipated; delay in closing the Skillsoft Merger and the Global Knowledge Merger; failure to realize the benefits expected from the proposed transactions; the effects of pending and future legislation; risks related to disruption of management time from ongoing business operations due to the proposed transactions; business disruption following the transactions; risks related to the impact of the COVID-19 pandemic on the financial condition and results of operations of Churchill, Skillsoft and Global Knowledge; risks related to Churchill's, Skillsoft's or Global Knowledge's indebtedness; other consequences associated with mergers, acquisitions and divestitures and legislative and regulatory actions and reforms; demand for, and acceptance of, our products and for cloud-based technology learning solutions in general; our ability to compete successfully in competitive markets and changes in the competitive environment in our industry and the markets in which we operate; our ability to develop new products; failure of our information technology infrastructure or any significant breach of security; future regulatory, judicial and legislative changes in our industry; the impact of natural disasters, public health crises, political crises, or other catastrophic events; our ability to attract and retain key employees and qualified technical and sales personnel; fluctuations in foreign currency exchange rates; our ability to protect or obtain intellectual property rights; our ability to raise additional capital; the impact of our indebtedness on our financial position and operating flexibility; and our ability to successfully defend ourselves in legal proceedings.

Any financial projections in this communication are forward-looking statements that are based on assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Churchill's, Skillsoft's and Global Knowledge's control. While all projections are necessarily speculative, Churchill, Skillsoft and Global Knowledge believe that the preparation of prospective financial information involves increasingly higher levels of uncertainty the further out the projection extends from the date of preparation. The assumptions and estimates underlying the projected results are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections. The inclusion of projections in this communication should not be regarded as an indication that Churchill, Skillsoft and Global Knowledge, or their representatives, considered or consider the projections to be a reliable prediction of future events.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Churchill and is not intended to form the basis of an investment decision in Churchill. All subsequent written and oral forward-looking statements concerning Churchill, Skillsoft and Global Knowledge, the proposed transactions or other matters and attributable to Churchill, Skillsoft and Global Knowledge or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

Item 9.01 Exhibits.

(d) Exhibits:

Exhibit	Description
2.1	Merger Agreement Amendment, dated as of January 22, 2021, by and between Churchill and Software Luxembourg Holding S.A.
10.1	Sponsor Agreement Amendment, dated as of January 22, 2021, by and among Churchill, Software Luxembourg Holding S.A., Sponsor and Churchill's directors and officers.
99.1	Global Knowledge Acknowledgement Letter, dated as of January 22, 2021.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 28, 2021

Churchill Capital Corp II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

EXHIBIT 2.1

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT, dated as of January 22, 2021 (this "Amendment") to the Agreement and Plan of Merger (the "Agreement"), dated as of October 12, 2020, by and among Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B246188 (the "Company") and Churchill Capital Corp II, a Delaware corporation ("Buyer" and, together with the Company, the "Parties").

WHEREAS, subject to the terms and conditions set forth in this Amendment, and pursuant to Section 11.10 of the Agreement, the Parties desire to amend certain terms of the Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the aforesaid premises and of the mutual representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as set forth below:

Section 1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement unless otherwise indicated.

Section 2. Amendments to Agreement.

2.1 The defined term "Applicable Majority" set forth in Exhibit A attached to the Agreement is hereby amended and restated in its entirety as follows:

> ""**Applicable Majority**" means the affirmative vote, in each case assuming a quorum is present, of the holders of: in relation to the (i) Business Combination Proposals, a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, (ii) the Share Issuance Proposal, the PIPE Issuance Proposals and the Incentive Plan Proposal, in each case, a majority of the votes cast by holders of shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, at the Special Meeting, (iii) First Charter Amendment Proposal and the Second Charter Amendment Proposal, in each case, (A) a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class and (B) a majority of the outstanding shares of Buyer Class B Common Stock, voting separately as a single class and (iv) to the extent required by applicable Law or deemed advisable by the Buyer Board, the Director Election Proposal, a plurality of the votes cast by holders of shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, at the Special Meeting."

Section 3. Representations and Warranties.

3.1 The Company hereby represents and warrants to Buyer as follows: The execution and delivery by the Company of this Amendment has been duly authorized by all requisite action on the part of the Company. The execution, delivery and performance of this Amendment has been duly, validly authorized and approved by the Company Board. This Amendment has been duly executed and delivered by the Company. Assuming due authorization, execution and delivery by Buyer, this Amendment constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception. The Company Shareholder Approval is the only vote of the holders of any capital stock or other equity securities (if applicable) of the Company required to approve and adopt this Amendment and approve the transactions contemplated hereby.

3.2 Buyer hereby represents and warrants to the Company as follows: Buyer has all requisite corporate or entity power and authority to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance of this Amendment has been duly, validly and unanimously authorized and approved by the Buyer Board and, except for the Buyer Stockholder Approval, no other corporate or equivalent proceeding on the part of Buyer is necessary to authorize this Amendment or Buyer's performance hereunder. This Amendment has been duly and validly executed and delivered by Buyer and, assuming due authorization and execution by each other party hereto and thereto, this Amendment constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 4. General Provisions.

4.1 All of the provisions of this Amendment shall be effective as of the date of this Amendment. Except to the extent specifically amended hereby, all of the terms of the Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment as if it formed a part of the Agreement.

4.2 After giving effect to this Amendment, each reference in the Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment, all references in the Disclosure Schedules to "the Agreement" shall refer to the Agreement as amended by this Amendment. All references in the Agreement or the Disclosure Schedules to "the date hereof", "the date of this Agreement" or the "Agreement Date" shall refer to October 12, 2020.

4.3 This Amendment and the Agreement (including the Disclosure Schedules), the Confidentiality Agreements and the other Transaction Agreements (and all exhibits and schedules thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof

4.4 The provisions of Article XI (Miscellaneous) of the Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment, and to the Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature Page Follows]

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

THE COMPANY:

SOFTWARE LUXEMBOURG HOLDING S.A.

By: /s/ Ronald W. Hovsepian
Name: Ronald W. Hovsepian
Title: Director – Authorized Signatory

BUYER:

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

[Signature Page to Amendment to Merger Agreement]

EXHIBIT 10.1

January 22, 2021

Churchill Capital Corp II
640 Fifth Avenue, 12th Floor
New York, New York 10019

Software Luxembourg Holding S.A.
48, Boulevard Grande-Duchesse Charlotte
L-1330 Luxembourg
Grand Duchy of Luxembourg

Re: Amendment to Sponsor Agreement

Ladies and Gentlemen:

Reference is made to the Sponsor Agreement, dated as of October 12, 2020 (the "***Sponsor Agreement***") by and among Churchill Capital Corp II, a Delaware corporation (the "***Acquiror***"), Software Luxembourg Holding S.A., a public limited liability company (société anonyme), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés, Luxembourg) under number B246188 (the "***Company***"), Churchill Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), and the undersigned individuals, each of whom is a member of the Acquiror's board of directors and/or management team (each, an "***Insider***" and collectively, the "***Insiders***"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sponsor Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Sponsor Agreement is amended pursuant to Paragraph 6 thereof by adding a new Paragraph 17, which shall read in its entirety as follows:

17. Vesting Provisions. The Sponsor agrees that, as of immediately prior to (but subject to) the Closing, all of the Founder Shares held by the Sponsor as of the Closing shall be subject to the vesting provisions set forth in this paragraph 17. The Sponsor agrees that it shall not (and will cause its Affiliates not to) Transfer any unvested Founder Shares held by the Sponsor prior to the date such Founder Shares become vested pursuant to this paragraph 17, except to the extent permitted by paragraph 3(b). For the avoidance of doubt, the Founder Shares beneficially owned by the individual Insiders other than the Sponsor shall not be subject to vesting.

    a. Vesting of Founder Shares.

        i. *Vesting of Shares at Closing.* 75% of the Founder Shares Beneficially Owned by the Sponsor as of the Closing shall vest at Closing.

        ii. *Performance Vesting Shares.* 25% of the Founder Shares Beneficially Owned by the Sponsor as of the Closing shall vest at such time as a $12.50 Stock Price Level is achieved.

    b. Stock Price Level. For purposes of this paragraph 17, the "Stock Price Level" will be considered achieved only (a) when the price of Common Stock on the New York Stock Exchange (or other exchange or other market where the Common Stock is then traded) is greater than or equal to $12.50 or (b) in an Acquiror Sale. The Stock Price Level will be equitably adjusted on account of any share split, reverse share split or similar equity restructuring transaction.

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    c. Acquiror Sale. Notwithstanding the foregoing, in the event the Acquiror enters into a binding agreement with respect to an Acquiror Sale, all unvested Founder Shares Beneficially Owned by the Sponsor shall vest on the day prior to the closing of such Acquiror Sale. For avoidance of doubt, following a transaction or business combination that is not an "Acquiror Sale" hereunder, including a transaction or business combination in which the equity securities of the surviving entity of such business combination or other transaction are registered under the Exchange Act and listed or quoted for trading on a national securities exchange, the equitable adjustment provisions of paragraph 15 shall apply, including, without limitation, to the performance vesting criteria set forth in this paragraph 17.

    d. As used in this paragraph 17, "**Acquiror Sale**" shall mean the occurrence of any of the following events (which, for the avoidance of doubt, shall not include the Business Combination): (a) any Person or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto is or becomes the beneficial owner, directly or indirectly, of securities of the Acquiror representing more than 50% of the combined voting power of the Acquiror's then outstanding voting securities, (b) there is consummated a merger or consolidation of the Acquiror with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the board of directors of the Acquiror immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of the Acquiror immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (c) the stockholders of the Acquiror approve a plan of complete liquidation or dissolution of the Acquiror or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by the Acquiror of all or substantially all of the assets of the Acquiror and its Subsidiaries, taken as a whole, other than such sale or other disposition by the Acquiror of all or substantially all of the assets of the Acquiror and its Subsidiaries, taken as a whole, to an entity at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Acquiror in substantially the same proportions as their ownership of the Acquiror immediately prior to such sale.

Except as explicitly amended hereby, the Sponsor Agreement shall continue, without amendment, in full force and effect from and after the date hereof.

This Amendment may be executed in any number of original, electronic or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

Sincerely,

CHURCHILL SPONSOR II LLC

By: /s/ Mark Klein
Name: Mark Klein
Title: Authorized Person

/s/ Michael Klein
Michael Klein

/s/ Peter Seibold
Peter Seibold

/s/ Mark Klein
Mark Klein

/s/ Malcolm S. McDermid
Malcolm S. McDermid

/s/ Glenn August
Glenn August

/s/ Karen G. Mills
Karen G. Mills

/s/ Jeremy Paul Abson
Jeremy Paul Abson

/s/ Dena Brumpton
Dena Brumpton

Acknowledged and Agreed:

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer

Acknowledged and Agreed:

SOFTWARE LUXEMBOURG HOLDING S.A

By: /s/ Greg Porto
Name: Greg Porto
Title: Authorized Signatory

EXHIBIT 99.1

Albert DE Holdings Inc.

January 22, 2021

Churchill Capital Corp II
640 Fifth Avenue, 12th Floor
New York, NY 10019
Attention: Michael S. Klein

To: Mr. Michael S. Klein

Reference is made to (i) that certain Amendment, dated as of January 22, 2021 (the "Amendment") to the Agreement and Plan of Merger (the "Study Merger Agreement"), dated as of October 12, 2020, by and among Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés, Luxembourg) under number B246188 ("Study") and Churchill Capital Corp II, a Delaware corporation ("Buyer") and (ii) that certain Agreement and Plan of Merger (the "GK Merger Agreement"), dated as of October 12, 2020, by and among Buyer, Magnet Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and Albert DE Holdings Inc., a Delaware corporation (the "Company").

Study Merger Agreement

The Company hereby acknowledges Buyer's entry into the Amendment, in the form of the copy attached hereto as Exhibit A, and hereby agrees that such Amendment shall apply for all purposes under the GK Merger Agreement, including Section 5.15 thereof.

GK Merger Agreement

The Company hereby acknowledges that (i) following Albert UK Holdings 1 Limited's ("Albert UK") termination of that certain Subscription Agreement, dated as of October 12, 2020, by and between Albert UK and Buyer on November 10, 2020 in accordance with its terms, the Merger Consideration under the GK Merger Agreement shall comprise of 5,000,000 warrants exercisable for Acquiror Common Stock and (ii) notwithstanding Section 5.13(b) of the GK Merger Agreement, (x) the number of warrants exercisable for Acquiror Common Stock for purposes of Section 5.13(b) of the GK Merger Agreement is 43,800,000 and (y) the number of shares of Acquiror Common Stock for purposes of Section 5.13(b) of the GK Merger Agreement is 114,750,000, 17,250,000 of which are attributable to the 17,250,000 shares of Acquiror Class B Common Stock that will be converted into 17,250,000 shares of Acquiror Common Stock upon the consummation of the Study Closing. The Company hereby (I) acknowledges that for all purposes under the GK Merger Agreement, Section 5.13(b) of the GK Merger Agreement will be read by giving full effect to the Company's acknowledgments set forth herein and (II) waives any inaccuracy to the representations and warranties set forth in Section 5.13(b) of the GK Merger Agreement solely to the extent that, disregarding the effect of any redemptions or issuances contemplated by Section 5.13(b) of the GK Merger Agreement, the number of warrants exercisable for Acquiror Common Stock and the number of shares of Acquiror Common Stock, in each case, as of the Closing Date are consistent with this paragraph.

[signature page follows]

Acknowledged and agreed:

ALBERT DE HOLDINGS INC.

By: /s/ Brian Holland
Name: Brian Holland
Title: Authorized Signatory

EXHIBIT A
Amendment to the Study Merger Agreement

(See attached.)

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT, dated as of January 22, 2021 (this "Amendment") to the Agreement and Plan of Merger (the "Agreement"), dated as of October 12, 2020, by and among Software Luxembourg Holding S.A., a public limited liability company (*société anonyme*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B246188 (the "Company") and Churchill Capital Corp II, a Delaware corporation ("Buyer" and, together with the Company, the "Parties").

WHEREAS, subject to the terms and conditions set forth in this Amendment, and pursuant to Section 11.10 of the Agreement, the Parties desire to amend certain terms of the Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the aforesaid premises and of the mutual representations, warranties and covenants contained herein, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereby agree as set forth below:

Section 1. **Definitions**. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement unless otherwise indicated.

Section 2. **Amendments to Agreement**.

2.1 The defined term "Applicable Majority" set forth in Exhibit A attached to the Agreement is hereby amended and restated in its entirety as follows:

> ""**Applicable Majority**" means the affirmative vote, in each case assuming a quorum is present, of the holders of: in relation to the (i) Business Combination Proposals, a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, (ii) the Share Issuance Proposal, the PIPE Issuance Proposals and the Incentive Plan Proposal, in each case, a majority of the votes cast by holders of shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, at the Special Meeting, (iii) First Charter Amendment Proposal and the Second Charter Amendment Proposal, in each case, (A) a majority of the outstanding shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class and (B) a majority of the outstanding shares of Buyer Class B Common Stock, voting separately as a single class and (iv) to the extent required by applicable Law or deemed advisable by the Buyer Board, the Director Election Proposal, a plurality of the votes cast by holders of shares of Buyer Class A Common Stock and Buyer Class B Common Stock, voting together as a single class, at the Special Meeting."

Section 3. **Representations and Warranties**.

3.1 The Company hereby represents and warrants to Buyer as follows: The execution and delivery by the Company of this Amendment has been duly authorized by all requisite action on the part of the Company. The execution, delivery and performance of this Amendment has been duly, validly authorized and approved by the Company Board. This Amendment has been duly executed and delivered by the Company. Assuming due authorization, execution and delivery by Buyer, this Amendment constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception. The Company Shareholder Approval is the only vote of the holders of any capital stock or other equity securities (if applicable) of the Company required to approve and adopt this Amendment and approve the transactions contemplated hereby.

3.2 Buyer hereby represents and warrants to the Company as follows: Buyer has all requisite corporate or entity power and authority to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance of this Amendment has been duly, validly and unanimously authorized and approved by the Buyer Board and, except for the Buyer Stockholder Approval, no other corporate or equivalent proceeding on the part of Buyer is necessary to authorize this Amendment or Buyer's performance hereunder. This Amendment has been duly and validly executed and delivered by Buyer and, assuming due authorization and execution by each other party hereto and thereto, this Amendment constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 4. **General Provisions**.

4.1 All of the provisions of this Amendment shall be effective as of the date of this Amendment. Except to the extent specifically amended hereby, all of the terms of the Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment as if it formed a part of the Agreement.

4.2 After giving effect to this Amendment, each reference in the Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment, all references in the Disclosure Schedules to "the Agreement" shall refer to the Agreement as amended by this Amendment. All references in the Agreement or the Disclosure Schedules to "the date hereof", "the date of this Agreement" or the "Agreement Date" shall refer to October 12, 2020.

4.3 This Amendment and the Agreement (including the Disclosure Schedules), the Confidentiality Agreements and the other Transaction Agreements (and all exhibits and schedules thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof

4.4 The provisions of Article XI (Miscellaneous) of the Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment, and to the Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature Page Follows]

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

THE COMPANY:

SOFTWARE LUXEMBOURG HOLDING S.A.

By: /s/ Ronald W. Hovsepian
Name: Ronald W. Hovsepian
Title: Director – Authorized Signatory

BUYER:

CHURCHILL CAPITAL CORP II

By: /s/ Peter Seibold
Name: Peter Seibold
Title: Chief Financial Officer