



**Registration of a Charge**

Company name: **LOGICNOW ACQUISITION LIMITED**

Company number: **SC486284**



X4HGTT2B

Received for Electronic Filing: **06/10/2015**

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**Details of Charge**

Date of creation: **16/09/2015**

Charge code: **SC48 6284 0001**

Persons entitled: **SQUARE 1 BANK**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**KIRSTY NEILSON, SOLICITOR, VIALEX WS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 486284

Charge code: SC48 6284 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 16th September 2015 and created by LOGICNOW ACQUISITION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2015 .

Given at Companies House, Edinburgh on 7th October 2015

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**

**BOND AND FLOATING CHARGE**

**By**

**LOGICNOW ACQUISITION LIMITED**

**in favour of**

**SQUARE 1 BANK**

**of all its property and undertaking**

**Dated: September 16, 2015**

**VIALEX<sup>®</sup>**  
27 Stafford Street  
Edinburgh  
EH3 7BJ  
[www.vialex.co.uk](http://www.vialex.co.uk)

## BOND AND FLOATING CHARGE

by:

**LOGICNOW ACQUISITION LIMITED** (registered number SC486284), incorporated under the Companies Acts, whose registered office is at Suite 11 & 12, The Vision Building, Greenmarket, Dundee DD1 4QB (the “**Chargor**”),

in favour of:

**SQUARE 1 BANK** of 406 Blackwall Street, Suite 240, Durham, North Carolina 27701 (the “**Chargee**”).

### NOW IT IS HEREBY PROVIDED AND DECLARED THAT:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Charge, unless expressly stated to the contrary or the context otherwise requires, the following words and expressions shall have the following meanings:

**Book Debts** means all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them;

**Borrower** means LogicNow Limited (registered number SC252676) having its registered office at Suite 11 & 12, The Vision Building, Greenmarket, Dundee DD1 4QB;

**Business Day** has the meaning as defined in the Guarantor Security Agreement;

**Charge** means this first ranking bond and floating charge;

**Charged Assets** means the whole of the property which is or may be from time to time while this Charge is in force comprised in the property and undertaking of the Chargor;

**Cross Guarantee** means the guarantee entered into between the Chargor and the Borrower in favour of the Chargee on or around the date of this Charge;

**Default Rate** means a rate equal to the highest interest rate applicable to any of the Secured Obligations from time to time

**Encumbrance** means any standard security, assignation in security, floating charge, pledge, lien, hypothecation, encumbrance, title retention or any other agreement or arrangement having the effect of conferring a security interest (whether fixed or floating);

**Event of Default** is as defined in clause 6.1 of the Guarantor Security Agreement;

**Financial Collateral** shall have the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No.2) Regulations 2003 (S.I. 2003 No. 3226) (as amended);

**Guarantor Security Agreement** means the security agreement to be entered into among the Chargor, LogicNow Acquisition Company BV, Iaso International BV and LogicNow Inc on or around the date of this charge;

**Loan and Security Agreement** means the loan and security agreement in relation to the loan to be made available by the Chargee to the Borrower dated on or around the date hereof and as subsequently amended, varied or substituted from time to time;

**Permitted Encumbrance** means those exceptions set out and defined as “**Permitted Liens**” in the Guarantor Security Agreement;

**Receiver** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver;

**Secured Obligations** means all present and future loans, advances, debts, liabilities, obligations, guaranties, covenants, duties and indebtedness at any time owing by the Chargor to the Chargee pursuant to or in connection with the Loan and Security Agreement, the Guarantor Security Agreement, the Cross Guarantee or any document, instrument, agreement or other document related to, or executed in connection with, either of the foregoing (collectively, the “**Loan Documents**”), whether or not evidenced by any Loan Document, whether or not arising from an extension of credit, banker's acceptance, loan, guaranty, indemnification, whether or not arising in connection with any of the products or services requested by the Chargor and approved by the Chargee under the Loan Documents (including, without limitation, Automated Clearing House transactions, corporate credit card services, contracts between the Chargor and the Chargee for foreign exchange transactions, the opening of a commercial or standby letter of credit or similar undertaking issued by the Chargee at the Chargor's request, and other treasury management services), whether direct or indirect (including, without limitation, those acquired by assignment and any participation by the Chargee in the Chargor's debts owing to others, and any interest and other obligations that accrue after the commencement of an insolvency proceeding), whether absolute or contingent, due or to become due, including, without limitation, all interest, charges, expenses, fees, legal fees, expert witness fees, audit fees, letter of credit fees, security monitoring fees, closing fees, facility fees, termination fees, minimum interest charges and any other sums chargeable to the Chargor under any of the Loan Documents.

**Security Financial Collateral Arrangements** shall have the meaning given to that expression in the Financial Collateral Regulations.

## 1.2 INTERPRETATION

In this Charge, except where the context otherwise requires:

- 1.2.1 all references to clauses are references to clauses of this Charge;
- 1.2.2 words signifying the masculine include the feminine and words signifying the neuter include the masculine and the feminine, and words importing the singular include the plural and vice versa;
- 1.2.3 any reference to any statutory provision or enactment of any kind having the force of law includes a reference to that provision as from time to time amended, extended or re-enacted;
- 1.2.4 all references to agreements, documents, or other instruments include a reference to the same as amended or supplemented or restated from time to time by all the parties;
- 1.2.5 all references to the Chargor and the Chargee include a reference to their successors and permitted assignees;
- 1.2.6 any undertaking by the parties not to do any act or thing shall, so far as it is within the power of that party, be deemed to include an undertaking to use reasonable endeavours (taking into account the extent of any control or influence it may have) not to allow or permit the doing of that thing;

- 1.2.7 any notice, instruction, notification, direction, request, consent or approval contemplated herein shall be made or given in writing; and
- 1.2.8 the headings to the clauses are inserted for convenience only and do not affect the interpretation of this Charge; and
- 1.2.9 where the words “**include(s)**” or “**including**” are used they are illustrative and shall not limit the scope of the words preceding them.

## **2. BOND**

The Chargor undertakes to the Chargee that it will pay or discharge to the Chargee or as it may direct the Secured Obligations when the same are due and payable after giving effect to any applicable cure or grace period under any Loan Document.

## **3. FLOATING CHARGE**

- 3.1 The Chargor, being a company incorporated in Scotland, as security for the payment and discharge of all the Secured Obligations HEREBY GRANTS in favour of the Chargee a floating charge over the whole of the Charged Assets.
- 3.2 The floating charge granted by the Chargor pursuant to clause 3.1 is a qualifying floating charge as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 3.3 The Chargor undertakes to the Chargee that it shall not, except for a Permitted Encumbrance create or permit to subsist any Encumbrance ranking in priority to or equally with or postponed to the Encumbrance created by this Charge.
- 3.4 The floating charge created by this Charge shall, subject to Section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created by the Chargor after its execution of this Charge, other than a fixed security in favour of the Chargee, and to any other floating charge which shall be created by the Chargor after its execution of this Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge hereby created by it.
- 3.5 Except as permitted under the Guarantor Security Agreement, the Chargor shall not sell, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Charged Assets, unless such action is undertaken in the ordinary course of business.

## **4. UNDERTAKINGS**

- 4.1 The Chargor will comply with all its obligations under the Guarantor Security Agreement.
- 4.2 The Chargor will carry on and conduct its business and affairs in a proper and efficient manner.
- 4.3 The Chargor will notify the Chargee immediately in the event of any creditor exercising diligence against it or any of the Charged Assets or taking any steps which might be expected to lead thereto.
- 4.4 The Chargor will, if the Chargee so requires, deposit with the Chargee all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Charged Assets.
- 4.5 The Company shall, if called on to do so by the Chargee, execute an assignation of the Book Debts to the Chargee (or such nominee as it may appoint) on such terms as the Chargee may require and give notice of that assignation to the debtors from whom the Book Debts are due, owing or incurred.

5. **ENFORCEMENT**

5.1 This Charge shall become enforceable upon and at any time after the occurrence of an Event of Default which is continuing unwaived.

5.2 To the extent that Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Charge, the Chargee shall have the right, at any time after this Charge becomes enforceable pursuant to clause 5.1, to appropriate all or any part of those Charged Assets in or towards the payment or discharge of the Secured Obligations. The value of any Charged Assets appropriated in accordance with this clause 5.2 shall be the price of those Charged Assets at the time the right of appropriation is exercised determined by the Chargee by reference to a public index or by such other methods as the Chargee may reasonably select (including independent valuation). In each case the parties agree that the methods of valuation provided for in this clause 5.2 are commercially reasonable for the purposes of the Financial Collateral Regulations. To the extent that Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or designated so as to be under the control of the Chargee for all purposes of the Financial Collateral Regulations.

6. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

6.1 At any time after this Charge has become enforceable the Chargee shall be and is entitled to appoint in writing any one or more persons as:

6.1.1 a Receiver of all or any of the Charged Assets; and/or

6.1.2 an administrator of the Chargor,

in each case in accordance with and to the extent permitted by applicable laws. The Chargee may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.

6.2 The power to appoint a Receiver or administrator of the Charged Assets shall be immediately exercisable in relation to the security created by the Chargor by or pursuant to this Charge, and the Chargee may then by instrument in writing appoint any person or persons (if more than one with power to act both jointly and severally) to be a Receiver or administrator of the Charged Assets.

6.3 Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Chargee shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

6.4 Where more than one Receiver is appointed they will have power to act separately (unless the appointment by the Chargee specifies to the contrary).

6.5 The Chargor shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and the Chargee shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.

6.6 Subject to section 58 of the Insolvency Act 1986, the Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.

6.7 The Receiver will be the agent of the Chargor (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Chargor all the



powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:-

- 6.7.1 to promote the formation of any new limited liability partnership, company or corporation;
  - 6.7.2 to become a member of, subscribe for or acquire for cash or otherwise any interest in or share capital of such new limited liability partnership, company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;
  - 6.7.3 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Charged Assets or any part thereof to any such new limited liability partnership, company or corporation and accept as consideration or part of the consideration therefore in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it any membership rights, shares or further shares in any such limited liability partnership, company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
  - 6.7.4 to make any arrangement or compromise which the Chargee or the Receiver may think fit;
  - 6.7.5 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
  - 6.7.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Chargor;
  - 6.7.7 to convene a meeting of the members of the Chargor;
  - 6.7.8 to acquire any property on behalf of the Chargor;
  - 6.7.9 to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Charged Assets located in England and Wales;
  - 6.7.10 to do all other acts and things as he may consider necessary or desirable for protecting or realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Charge, and exercise in relation to the Charged Assets or any part thereof all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and use the name of the Chargor for all and any of the purposes aforesaid.
- 6.8 No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Obligations have become payable or enforceable or whether any money remains outstanding under this Charge or shall be concerned with any application of any money paid to the Receiver.
- 7. APPLICATION OF ENFORCEMENT MONIES**
- 7.1 All monies received by the Chargee or any Receiver after this Charge has become enforceable shall (subject to the claims of any person having prior rights) be applied in the following order of priority

- 7.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver appointed by it) under or in connection with this Charge, and of all remuneration due to any Receiver under or in connection with this Charge;
  - 7.1.2 in or towards payment of or provision for interest due upon any of the Secured Obligations;
  - 7.1.3 in or towards payment of or provision for the principal due upon any of the Secured Obligations in any order and manner that the Lender determines; and
  - 7.1.4 in payment of the surplus (if any) to the chargor or other person entitled to it.
- 7.2 Nothing contained in this Charge shall limit the right of the Receiver or the Chargee (and the Chargor acknowledges that the Receiver and the Chargee are so entitled) if and for so long as the Receiver or the Chargee, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant hereto into a suspense account, without any obligation to apply the same or any part thereof in or toward the discharge of any Secured Obligation.

## **8. RELEASE AND DISCHARGE**

- 8.1 The Chargee may at any time release the Chargor from any or all of its obligations under or pursuant to this Charge and/or all or any part of the Charged Assets from the security created by this Charge upon such terms as the Chargee may think fit but nothing in this Charge does, shall constitute or is intended to constitute a release of any of the Charged Assets.
- 8.2 This Charge, the security interests hereunder and all other security interests granted hereby shall terminate and be released at the time and in the manner as set forth in clause 5 of the Guarantor Security Agreement.

## **9. PROTECTION OF SECURITY**

- 9.1 The security created by this Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations, and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations.
- 9.2 The security created by this Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Chargee may now or at any time hereafter hold for all or any part of the Secured Obligations.
- 9.3 No failure on the part of the Chargee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Charge or any other document relating to or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 9.4 Each of the provisions in this Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**10. CHARGEES RIGHT TO SET OFF AND DEBIT ACCOUNTS**

- 10.1 The Chargor agrees that any monies from time to time standing to its credit on any account with the Chargee may be retained as cover for and at any time, without notice to the Chargor, applied by the Chargee in or towards payment or satisfaction of the Secured Obligations or to the credit of any other account nominated by the Chargee as security for any contingent or future liability of the Chargor to the Chargee.
- 10.2 The Chargee may debit any account of the Chargor with the Chargee with the whole or any part of any amount due by the Chargor under this Charge whether any such account shall be overdrawn or may become overdrawn by reason of any such debit.
- 10.3 If the Chargee exercises any right of set-off in respect of any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Chargee seeks to set it off, the Chargee may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Chargee as conclusively determined by the Chargee and to pay out of the credit balance all costs, charges and expenses incurred by the Chargee in connection with that purchase.
- 10.4 The Chargee shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Chargee.

**11. FURTHER ASSURANCE**

The Chargor shall execute and do all such assurances, acts and things as the Chargee may require for perfecting or protecting the security created by or pursuant to this Charge over the Charged Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions vested in the Chargee or in any Receiver and shall, in particular, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Charged Assets whether to the Chargee or to its nominee(s) or otherwise and give all notices, orders and directions which the Chargee may think expedient.

**12. POWER OF ATTORNEY**

- 12.1 The Chargor, subject to clause 12.2, hereby irrevocably appoints the Chargee and any Receiver or administrator to be its attorney for it and on its behalf and in its name or otherwise and as its act or deed to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Chargee, Receiver or administrator may require for perfecting or protecting the title of the Chargee, Receiver or administrator to the Charged Assets or for vesting any of the Charged Assets in the Chargee, Receiver or administrator or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and otherwise perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Chargee, Receiver or administrator on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Chargee, Receiver or administrator of all or any of the Charged Assets.
- 12.2 Such appointments shall take effect immediately, but the powers conferred thereby shall only become exercisable upon the occurrence of an Event of Default.
- 12.3 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatory or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 12.

13. **EXPENSES**

13.1 The Chargor binds and obliges itself for the whole expenses of completing and enforcing the security hereby granted and the expenses of any discharge hereof as provided in clause 8.9 of the Guarantor Security Agreement.

13.2 All costs, charges and expenses incurred and all payments made by the Chargee, any Receiver or administrator hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Chargor shall carry interest from the date of the same becoming due and payable at the Default Rate. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Chargor on demand and shall be a Secured Obligation. All such costs, charges, expenses and payments shall be paid and charged as between the Chargee, any Receiver or administrator and the Chargor on the basis of a full and unqualified indemnity.

14. **INDEMNITY**

14.1 Every Receiver, every administrator and every attorney, manager, agent or other person appointed by the Receiver or administrator in connection herewith shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses properly incurred by them or him acting reasonably in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to the Charged Assets, and any Receiver and administrator may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred, provided that the foregoing indemnity shall not apply to the extent of any loss determined by a court of competent jurisdiction by final and non-appealable judgment to have arisen as a result of the gross negligence or wilful misconduct of the Receiver or administrator.

14.2 The Chargor hereby agrees to indemnify the Chargee and hold the Chargee harmless as provided in clause 8.5. of the Guarantor Security Agreement. Notwithstanding any provision in this Floating Charge to the contrary, the indemnity agreement set forth in this Section shall survive any termination or revocation of this Floating Charge and shall for all purposes continue in full force and effect.

15. **AVOIDANCE OF PAYMENTS**

Any amount which has been paid by the Chargor to the Chargee and which is, in the opinion of the Chargee, capable of being reduced or restored or otherwise avoided in whole or in part in the liquidation or administration of the Chargor, shall not be regarded as having been irrevocably paid for the purposes of this Charge.

16. **NOTICES**

All notices to be given under this Charge shall be in writing and shall be given either personally or by reputable private delivery service, addressed (i) to the Chargor at the address shown in the beginning to this Charge, or (ii) to the Chargee at the address shown in the beginning to this Charge, or (iii) for either party at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or, in the case of notices given by private delivery service, at the earlier of receipt by the addressee or the expiration of two Business Days following delivery to the private delivery service.

17. **SUPREMACY OF GUARANTOR SECURITY AGREEMENT**

In the event of any conflict of any provision of the Guarantor Security Agreement and this Charge whereby any provision of the Guarantor Security Agreement expressly permits the Chargor to take any action but this Charge prohibits the same, the terms of the Guarantor Security Agreement shall prevail.

18. **CERTIFICATE AND CONSENT TO REGISTRATION**

18.1 A certificate signed by a duly authorised officer of the Chargee as to the amount of the Secured Obligations or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.

18.2 The Chargor consents to the registration of this Charge and of the certificate referred to in clause 18.1 above for preservation and execution.

19. **COUNTERPARTS**

This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. **LAW AND JURISDICTION**

20.1 This Charge shall be governed by and construed in accordance with the laws of Scotland, and the parties submit to the irrevocable and exclusive jurisdiction of the Scottish courts.

20.2 The parties acknowledge that the Secured Obligations may be governed and determined by the laws of Scotland and other jurisdictions and agree that this will not affect the validity of this Charge under the laws of Scotland.

**IN WITNESS WHEREOF** this Charge consisting of this and the preceding 9 pages, is executed as follows:

Subscribed for and on behalf of  
**LogicNow Acquisition Limited**

.....Director  
(Signature)

.....Walter Scott..... Director  
(Full Name)

at

on the 16 day of September, 2015

in the presence of:


Witness.....

Name...John Pagliuca.....

Address.....

*[Signature Page 1 Floating Charge LN Acquisition Ltd]*

Subscribed for and on behalf of  
Square 1 Bank

  
..... Authorised Signatory  
(Signature)

*John Wooten*  
..... Authorised Signatory  
(Full Name)

at *406 Bladwell St, Durham, NC 27701*

on the *16<sup>th</sup>* day of *September 2015*

in the presence of:

Witness   
.....

Name *A. Pies Meager*  
.....

Address *406 Bladwell, Square 1 Bank*  
*Durham NC 27701*

[Signature Page 2 Floating Charge LN Acquisition Ltd]