

MG02

IRIS Laserform

Statement of satisfaction in full or in part of mortgage or charge

✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

✗ **What this form is**
You cannot use this
a statement of satisfaction
or in part of a fixed
company registered
do this, please use

FRIDAY



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07/12/2012

#71

COMPANIES HOUSE

1	Company details	13	For official use
Company number	0 0 2 8 7 2 1 1	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Lorien Customer Focus Limited ("Chargor")		

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d2 d0 m1 m0 y2 y0 y1 y0 ✓	
Description 1	Debenture ✓	
Date of registration 2	d2 d3 m1 m0 y2 y0 y1 y0 ✓	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	RBS Citizens N A. Doing Business as Charter One Bank N A ("Lender")	
Address	27777 Franklin, Suite 1900, Southfield, ✓ Michigan 48034, United States of America	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Postcode		

MG02

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4**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

As a continuing security for payment of the secured liabilities, the Chargor with full title guarantee charged to the Lender all its right, title and interest from time to time in each of the following assets -

(a) by way of first legal mortgage over Land which is described in this form MG02 (if any) and all other Land vested in the Chargor as at the date of the Debenture,

(b) by way of first fixed charge all other Land vested as at the date of the Debenture in the Chargor (to the extent not effectively charged by clause 3 1 1 of the Debenture) and all Land acquired by the Chargor after the date of the Debenture,

(c) by way of first fixed charge:

(i) the Securities,

(ii) the Intellectual Property,

(iii) the Monetary Claims,

(iv) the Fixed Plant and Equipment,

(v) the Loose Plant and Equipment;

(vi) the Accounts,

(vii) the insurances,

PLEASE SEE CONTINUATION PAGE 1

5**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

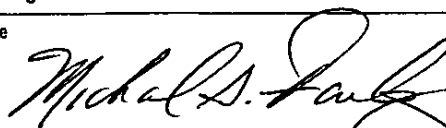
① Please tick one box only

6**Signature**

Please sign the form here

Signature

Signature

X**X**

This form must be signed by a person with an interest in the registration of the charge

Michael S Farley, Vice President

OS MG02 - continuation page

Statement of satisfaction in full or in part of a mortgage or charge for
an overseas company

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 1

COMPANY: LORIE CUSTOMER FOCUS LIMITED (00287211)

(viii) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and

(ix) its present and future goodwill and uncalled capital

Floating Charge

As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor agreed to hold it on trust for the Lender

Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

Negative Pledge

The Chargor undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than as expressly permitted under the terms of the Finance Documents

Definitions

"Account" means any account opened or maintained by the Chargor at any bank or financial institution,

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to the Debenture,

"Finance Documents" means the Loan Agreement, the Loan Documents, each Guaranty, each Security Agreement, the Subordination Agreement and any other document designated from time to time as a "Finance Document" by the Lender and TT Inc,

PLEASE SEE CONTINUATION PAGE 2

OS MG02 - continuation page

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4

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CONTINUATION PAGE 2

COMPANY: LORIEN CUSTOMER FOCUS LIMITED (00287211)

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind at the date of the Debenture or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures;

"Guaranty" shall have the meaning given to it in the Loan Agreement,

"Insurances" means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under such policy,

"Intellectual Property" means any of the following in which the Chargor has and interest

(i) any registered intellectual property in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,

(ii) any invention, copyright, design right or performance right,

(iii) any trade secrets, know-how and confidential information, and

(iv) the benefit of any agreement or licence for the use of such right.

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland,

"Loan Agreement" means the loan agreement dated 19 February 2010 and made between the Lender and TT Inc (as amended and restated on or about the date of the Debenture and as may be further amended, restated, novated, supplemented or replaced from time to time),

"Loan Documents" shall have the meaning given to it in the Loan Agreement,

PLEASE SEE CONTINUATION PAGE 3

OS MG02 - continuation page

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4

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COMPANY: LORIE CUSTOMER FOCUS LIMITED (00287211)

"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles as at the date of the Debenture or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment,

"LPA" shall mean the Law of Property Act 1925,

"Monetary Claims" means all book and other debts and monetary claims as at the time of the Debenture or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;

"Related Rights" means in relation to any Charged Property

(i) the proceeds of sale of any part of that Charged Property,

(ii) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,

(iii) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and

(iv) any moneys and proceeds paid or payable in respect of that Charged Property

"Securities" means all the right, title and interest of a Chargor, as at the date of the Debenture or in the future, in any

(i) stocks, shares, bonds, debentures, loan stocks or other securities issued by any person,

(ii) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and

(iii) units or other interests in any unit trust or collective investment scheme

"Security" means an mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

PLEASE SEE CONTINUATION PAGE 4

OS MG02 - continuation page

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4

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CONTINUATION PAGE 4

COMPANY: LORIEN CUSTOMER FOCUS LIMITED (00287211)

"Security Agreement" shall have the meaning given to it in the Loan Agreement;

"Subordination Agreement" shall have the meaning given to it in the Loan Agreement, and

"TT Inc" means Technical Training Inc, a Michigan Corporation, with an address of 2750 Product Drive, Rochester Hills, Michigan 48309

MG02

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**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Peter Collins

Company name Mills & Reeve LLP

Address Francis House

112 Hills Road

Post town Cambridge

County/Region Cambridgeshire

Postcode C B 2 1 P H

Country United Kingdom

DX DX 122891 Cambridge 4

Telephone 01223 364422

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

**Further Information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk