

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 24696 - BMO HARRIS	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	61832285  RIRI
File with: Secretary of State, RI	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME MIDLAND FIRE PROTECTION, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6 GRAFTON STREET		CITY COVENTRY	STATE RI	POSTAL CODE 02816
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME BANK OF MONTREAL				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 111 W. Monroe Street		CITY Chicago	STATE IL	POSTAL CODE 60603
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral  
PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions); <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 61832285 00234/MIDLAND FIRE PROTECTION EMCOR GROUP INC	

**EXHIBIT A**  
**TO UCC FINANCING STATEMENT**

**PART I:** All right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all personal property and fixtures of the Debtor, including all of the following:

(a) Accounts (including Health-Care-Insurance Receivables, if any); (b) Chattel Paper; (c) Instruments (including Promissory Notes); (d) Documents; (e) General Intangibles (including Payment Intangibles and Software); (f) Letter-of-Credit Rights; (g) Supporting Obligations; (h) Deposit Accounts; (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts); (j) Inventory; (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof); (l) Fixtures; (m) Commercial Tort Claims; (n) all rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing; (o) all personal property and interests in personal property of the Debtor of any kind or description now held by the Secured Party or any banks or financial institutions entitled to the benefits of the security interests described herein (collectively, the "*Secured Creditors*") or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, any Secured Creditor, or any agent or affiliate of any Secured Creditor, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property; (p) all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained; (q) all Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and (r) all Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof.

**PART II:** Any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to (i) all shares of the capital stock or other equity interests of each Restricted Subsidiary (as such term is defined in that certain Amended and Restated Credit Agreement by and among EMCOR Group, Inc., certain of its subsidiaries, and Harris N.A., individually and as agent for certain lenders party thereto dated as of October 14, 2005, as the same may be amended, modified or restated from time to time) owned or held by the Debtor, whether now existing or hereafter formed or acquired, (ii) all substitutions

and additions to such shares or other equity interests, (iii) all dividends, distributions and sums distributable or payable from, upon or in respect of such shares or other equity interests, (iv) all other rights or privileges incident to such shares or other equity interests, and (v) all proceeds and products of any of the foregoing.

All terms which are used herein which are defined in the Uniform Commercial Code of the State of Illinois as in effect from time to time ("UCC") shall have the same meanings herein as such terms are defined in the UCC, unless this financing statement shall otherwise specifically provide.