

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
United Corporate Services, Inc. 501 7th Avenue, Suite 402 New York, NY 10018

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 <b>PMG Pennsylvania LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>187 Enterprise Drive</b>	<b>Phillipsburg</b>	<b>PA</b>	<b>16866</b>	<b>USA</b>

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 <b>Coface Finanz GmbH</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>Isaac-Fulda-Allee 1</b>	<b>Mainz</b>		<b>55124</b>	<b>DEU</b>

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A, comprised of two (2) pages, annexed hereto and incorporated herein by reference.

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: <b>File with RI - SOS MN:23742053 Doc: 754,948,958/755,342,860 Pledge 3 pages in total</b>	

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

PMG Pennsylvania LLC  
186 Enterprise Drive  
Phillipsburg, PA 16866

Secured Party:

Coface Finanz GmbH  
Isaac-Fulda-Allee 1  
55124  
Mainz, Germany

The UCC-1 financing statement covers all of Debtor's right, title and interest now or hereafter existing in, to and under all Receivables and the Related Assets and all proceeds thereof, but not including Purchased Receivables or the Related Assets and all proceeds of thereof.

### DEFINITIONS

"Account Debtors": All present and future counterparties of, or other persons who owe amounts to, the Debtor under contracts pursuant to which the Debtor owes the delivery of goods and/or the rendering of services for which the relevant counterparty owes payment, provided that the Account Debtors included in the Factoring Agreement are set out or described in Schedule I (Terms and Conditions) of the Factoring Agreement together with such other counterparties that may be agreed in writing between the Secured Party and the Debtor as being Account Debtors for the purposes of the Factoring Agreement. For purposes of the Factoring Agreement, an Account Debtor shall also include any guarantor or co-obligor of such person or entity.

"Collections": With respect to any Receivable: (a) all funds that are received by the Debtor, the Secured Party or any other person or entity on the Debtor's or the Secured Party's behalf in payment of any amounts owed in respect of such Receivable (including purchase price, finance charges, interest and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Account Debtor or any other person or entity directly or indirectly liable for the payment of such Receivable and available to be applied thereon), (b) all proceeds of all Related Assets with respect to such Receivable and (c) all other proceeds of such Receivable.

"Factoring Agreement": That certain Receivables Sale Agreement among the Debtor and the Secured Party (as amended, supplemented or otherwise modified from time to time).

"Purchased Receivable": Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Factoring Agreement.

"Receivable": Any existing or future right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor by an Account Debtor, whether constituting

an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any finance charges, fees and other charges with respect thereto. Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice, contract or other agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

"Related Assets": With respect to any Receivable:

- (a) all of the Debtor's interest in any goods (including returned goods) and documentation of title evidencing the shipment or storage of any goods (including returned goods), relating to any sale giving rise to such Receivable;
- (b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;
- (c) in the event of a sale by consignment, any claims against the consignee;
- (d) all instruments and chattel paper that may evidence such Receivable;
- (e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;
- (f) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the contract related to such Receivable or otherwise, together with all financing statements or other similar documents describing any collateral securing such Receivable;
- (g) all Collections thereon including, without limitation, all tax refunds and proceeds of insurance with respect thereto;
- (h) the contract giving rise to such Receivable and all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to such contract or otherwise;
- (i) all books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related Account Debtor; and
- (j) all proceeds of any of the foregoing.