

# UCC-3 Form - AMENDMENT

## AMENDMENT ACTION - COLLATERAL DELETE

Original File Number: **202329575580**

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### FILER INFORMATION

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### SEND ACKNOWLEDGEMENT TO

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*City, State Zip Country:* INDIANAPOLIS, IN 46204 USA

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**NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT: LANDESBANK BADEN-WÜRTTEMBERG**

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### COLLATERAL

ALL PURCHASED RECEIVABLES AND THEIR RELATED ASSETS (EACH AS DEFINED IN EXHIBIT A ATTACHED HERETO) THAT ARE SOLD OR PURPORTEDLY SOLD TOGETHER WITH ALL OTHER RECEIVABLES (AS DEFINED IN EXHIBIT A ATTACHED HERETO) AND THEIR RELATED ASSETS THAT ARE PLEDGED OR PURPORTEDLY PLEDGED BY THE DEBTOR PURSUANT TO THAT CERTAIN RECEIVABLES SALE AGREEMENT, DATED JUNE 27, 2023, AMONG PMG PENNSYLVANIA LLC, A RHODE ISLAND LIMITED LIABILITY COMPANY, AS ORIGINATOR AND COFACE FINANZ GMBH, AS PURCHASER (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "RECEIVABLES SALE AGREEMENT"). SEE EXHIBIT A, COMPRISED OF TWO (2) PAGES, ANNEXED HERETO AND INCORPORATED HEREIN BY REFERENCE.

## **EXHIBIT A TO UCC-3 FINANCING STATEMENT**

**Debtor:**

PMG Pennsylvania LLC

**Secured Party:**

Landesbank Baden-Wurttemberg  
as Security Agent

For the purposes of this financing statement, the following terms shall have the meanings herein specified:

*“Collections”* means with respect to any Receivable: (a) all funds that are received by the Debtor, Purchaser or any other person or entity on the Debtor’s or Purchaser’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.

*“Purchased Receivable”* means any Receivable which has been purchased or purported to be purchased by Purchaser under the Receivables Sale Agreement.

*“Receivable”* means 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”* means 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.

“*Tax*” means any tax, assessment, levy, import duty, or other governmental charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of same).

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Receivables Sale Agreement.