

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) B. E-MAIL CONTACT AT SUBMITTER (optional) C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">CT Corporation 208 South LaSalle Street, Suite 814 Chicago, IL 60604, USA</div> <div style="text-align: center; margin-top: 10px;">SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</div>	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY
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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: CPI Controls Inc.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
17 Powder Hill Road	Lincoln	RI	02865	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				

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

3a. ORGANIZATION'S NAME Wells Fargo Bank, National Association, as Administrative Agent				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
1100 Abernathy Rd., NE, 16th Floor, Suite 1600	Atlanta	GA	30328	USA

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

For description of collateral covered by this financing statement see Exhibit A consisting of 4 pages attached hereto and incorporated herein by this reference.

This financing statement is a total of 7 pages in length.

5. Check only if applicable and check only 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 only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignor <input checked="" type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	

8. **OPTIONAL FILER REFERENCE DATA:**

File with RI-SOS Matter # 24770516-15 Doc # 773007755

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9 NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a ORGANIZATION'S NAME

CPI Controls Inc.

OR 9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10 DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1); (use exact full name, do not omit, modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME:

OR 10b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11 ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME

FFI Holdings III Corp

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

3915 Shopton Road

CITY

Charlotte

STATE

NC

POSTAL CODE

28217

COUNTRY

USA

12 ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13 ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14 This FINANCING STATEMENT

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a future filing

15 Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16 Description of real estate

17 MISCELLANEOUS:

Addendum 1 of 2

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

CPI Controls Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME OR ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

FCG Receivables US, LLC

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3915 Shopton Road

Charlotte

NC

28217

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or required) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16. Description of real estate

17. MISCELLANEOUS

Addendum 2 of 2

**Exhibit A
to
Financing Statement**

DEBTOR/SELLER

See box 1A of the UCC-1 Financing Statement

**ASSIGNOR SECURED PARTY/BUYER
("FIRST ASSIGNOR SECURED PARTY/BUYER")**

FFI Holdings III Corp
3915 Shopton Road
Charlotte, NC 28217

**ASSIGNOR SECURED PARTY/BUYER
("SECOND ASSIGNOR SECURED PARTY/BUYER")**

FCG Receivables US, LLC
3915 Shopton Road
Charlotte, NC 28217

**TOTAL ASSIGNEE OF
ASSIGNOR SECURED PARTY/BUYER ("TOTAL ASSIGNEE")**

Wells Fargo Bank, National Association, as Administrative Agent
1100 Abernathy Rd, NE
16th Floor, Suite 1600
Atlanta, GA 30328

The collateral covered by this financing statement is all of the Debtor/Seller's right, title and interest in, to and under all Receivables Assets and all proceeds thereof, whether existing on the Initial Cutoff Date or thereafter arising (the "Collateral").

The following terms shall have the following meanings. Such definition shall be equally applicable to the singular and plural forms of the terms defined.

"Canadian Borrower" means FCG Receivables Canada Corp., a Canadian corporation.

"Canadian Master Servicer" means CB Process ULC, an Alberta unlimited liability company

"Canadian Sales Taxes" has the meaning assigned to it in the Credit and Security Agreement.

"Closing Date" means December 31, 2024.

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds in respect of such Receivable, including Finance Charges or other related amounts accruing in respect

thereof, all cash proceeds of Related Security with respect to such Receivable and all amounts received on account of Canadian Sales Taxes.

“Contract” means, with respect to any Receivable, any and all instruments, agreements, invoices or other writings pursuant to which such Receivable arises or which evidences such Receivable

“Credit and Security Agreement” means that certain Credit and Security Agreement, dated as of the Closing Date, by and among the Second Assignor Secured Party/Buyer, the Canadian Borrower, the Total Assignee, as administrative agent, the lenders from time to time party thereto, and the Master Servicers, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Excluded Obligor” means any Person set forth as such in the Credit and Security Agreement.

“Excluded Receivables” means any Receivable (without giving effect to the exclusion of “Excluded Receivables” from the definition thereof), the Obligor of which is an Excluded Obligor.

“Finance Charges” means, with respect to a Contract, any finance, interest, late payment charges or similar charges owing by an Obligor pursuant to such Contract.

“First Post-Closing Date” has the meaning assigned to it in the Credit and Security Agreement.

“Flow Control Parties” has the meaning assigned to it in the Credit and Security Agreement.

“Initial Cutoff Date” means November 30, 2024.

“Lien” means any mortgage, deed of trust, pledge (including possessory or non-possessory pledge), security interest, hypothecation, hypothec, charge, assignment, deposit arrangement, encumbrance, lien (statutory or other), deemed trust, preference, priority or other security agreement, preferential arrangement or similar agreement or arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

“Lock-Box” means each locked postal box with respect to which on and after the Second Post-Closing Date a bank who has executed a U.S. Collection Account Control Agreement has been granted exclusive access for the purpose of retrieving and processing payments made on the Receivables and which is listed on the Credit and Security Agreement (as may be modified from time to time with the prior written consent of the Total Assignee in connection with the addition or removal of any Lock-Box in accordance with the terms hereof)

“Master Servicer” means the U.S. Master Servicer or the Canadian Master Servicer, as applicable.

“Notice of Exclusive Control” has the meaning assigned to it in the Credit and Security Agreement.

“Obligor” means a Person obligated to make payments pursuant to a Contract.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof

"Receivable" means any right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor/Seller, any other U.S. Originator, the First Assignor Secured Party/Buyer (including as assignee of the Debtor/Seller or any other U.S. Originator), or the Second Assignor Secured Party/Buyer (as assignee of the First Assignor Secured Party/Buyer), whether constituting an account, chattel paper, payment intangible, instrument or general 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 the obligation to pay any service charges, finance charges, interest, late payment charges, if any, Canadian Sales Taxes, if any, fees and other charges with respect thereto; provided, however, that "Receivable" does not include any Excluded Receivable. Any such right to payment arising from any one transaction, including any such right to payment represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

"Receivables Assets" mean all of the Debtor/Seller's right, title and interest in and to all Receivables existing as of the close of business on the Initial Cutoff Date and all Receivables thereafter arising through and including the Debtor/Seller's Termination Date, together, in each case, with all Related Security relating thereto and all Collections thereof

"Records" means, with respect to any Receivable, all Contracts and other documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) relating to such Receivable, any Related Security therefor and the related Obligor.

"Related Security" means, with respect to any Receivable:

- (i) all right, title and interest (if any) in the goods, the sale of which gave rise to such Receivable, and any and all insurance contracts with respect thereto,
- (ii) all other Security Interests or Liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,
- (iii) all guaranties, letters of credit, insurance and other supporting obligations, agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise,
- (iv) solely to the extent applicable to such Receivable, all rights, interests and claims under the contracts and agreements associated with such Receivable,
- (v) all Records related to such Receivable,
- (vi) all of the Debtor/Seller's right, title and interest in each Lock-Box and each U.S. Collection Account, and

(vii) all proceeds of any of the foregoing.

“Second Post-Closing Date” has the meaning assigned to it in the Credit and Security Agreement.

“Security Interest” has the meaning ascribed thereto in Article 9 of the UCC.

“Termination Date” has the meaning set forth in the U.S. First Tier Sale Agreement.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

“U.S. Collection Account” means each account (in the name of the Second Assignor Secured Party/Buyer or prior to the First Post-Closing Date, a U.S. Originator) listed on the Credit and Security Agreement and maintained at a bank or other financial institution acting as a U.S. Collection Account Bank pursuant to a U.S. Collection Account Control Agreement for the purpose of receiving Collections.

“U.S. Collection Account Bank” means, at any time, any bank at which a U.S. Collection Account or Lock-Box is maintained.

“U.S. Collection Account Control Agreement” means an agreement, in form reasonably acceptable to the Total Assignee, in which a U.S. Collection Account Bank agrees to take instructions from the Total Assignee, either directly or as assignee of the Second Assignor Secured Party/Buyer, with respect to the disposition of funds in a U.S. Collection Account without further consent of any applicable Flow Control Party, provided, however, that any such agreement shall allow a Flow Control Party to give instructions with respect to such U.S. Collection Account prior to delivery of a Notice of Exclusive Control.

“U.S. First Tier Sale Agreement” means that certain U.S. First Tier Receivables Sale Agreement, dated as of the Closing Date, by and among the Debtor/Seller, the other U.S. Originators from time to time party thereto, the U.S. Master Servicer and the First Assignor Secured Party/Buyer, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

“U.S. Master Servicer” means FFI Holdings III Corp, a Delaware corporation.

“U.S. Originators” means the Debtor/Seller and each other Person that is a party to the U.S. First Tier Sale Agreement as an “Originator” thereunder.

Capitalized terms used herein but not defined have the meanings assigned to such terms in the U.S. First Tier Sale Agreement, and if not defined therein in the Credit and Security Agreement.

ANY ATTEMPT BY A THIRD PARTY TO ACQUIRE AN INTEREST IN THE COLLATERAL WITHOUT THE PRIOR WRITTEN CONSENT OF THE FIRST ASSIGNOR SECURED PARTY/BUYER, THE SECOND ASSIGNOR SECURED PARTY/BUYER AND THE TOTAL ASSIGNEE SHALL VIOLATE THE RIGHTS OF THE FIRST ASSIGNOR SECURED PARTY/BUYER, THE SECOND ASSIGNOR SECURED PARTY/BUYER AND THE TOTAL ASSIGNEE.