



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)

COGENCYGLOBAL®
698 12th ST SE, SUITE 200
SALEM, OR 97301

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 Allegiant Partners Incorporated				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 360 SW Bond Street, Suite 340		CITY Bend	STATE OR	POSTAL CODE 97702
				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 Mizuho Bank, Ltd., as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1251 Avenue of the Americas		CITY New York	STATE NY	POSTAL CODE 10020
				COUNTRY USA

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

SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with the Secretary of State of the State of Oregon (051864.000001)

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 Allegiant Partners Incorporated	
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
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME AP Funding 1, LLC			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 360 SW Bond Street, Suite 340	CITY Bend	STATE OR	POSTAL CODE 97702	COUNTRY USA
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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 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:
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17. MISCELLANEOUS:

**SCHEDULE A
TO
UCC FINANCING STATEMENT**

DEBTOR/SELLER:

Allegiant Partners Incorporated
360 SW Bond Street, Suite 340
Bend, Oregon 97702

SECURED PARTY/PURCHASER:

AP Funding 1, LLC
360 SW Bond Street, Suite 340
Bend, Oregon 97702

ASSIGNEE:

Mizuho Bank, Ltd., as Administrative Agent
1251 Avenue of the Americas
New York, New York 10020

All capitalized terms used herein shall have the meanings specified herein or, if not so specified, the meaning specified in the Second Tier Agreement, a copy of which is available upon request from the Secured Party/Purchaser or the Assignee at the addresses indicated above.

The financing statement (the "*Financing Statement*") to which this Schedule A is attached and made a part thereof covers all right, title and interest of the Debtor/Seller in, to and under all the Sold Assets and all proceeds relating thereto, whether now or hereafter owned, existing or arising (collectively, the "*UCC Collateral*").

The Financing Statement is being filed to perfect the security interest in the UCC Collateral granted by Debtor/Seller to the Secured Party/Purchaser. The Debtor/Seller and Secured Party/Purchaser intend that the transfer of UCC Collateral from the Debtor/Seller to the Secured Party/Purchaser is a sale, and that the UCC Collateral shall not be part of the Debtor/Seller's bankruptcy estate in the case of the bankruptcy or insolvency of the Debtor/Seller.

As used herein, the following terms shall have the meanings set forth below:

"*Account Control Agreement*" means that certain Deposit Account Control Agreement, among the Borrower, the Administrative Agent and the Depository Bank, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"*Administrative Agent*" means Mizuho Bank, Ltd., in its capacity as Administrative Agent for the lenders, and any successor thereto appointed pursuant to the Second Tier Agreement.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, owns, is in control of, is controlled by, or is under common control with, such Person, in each case whether beneficially, or as a trustee, guardian or other fiduciary. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

"API" means Allegiant Partners Incorporated, an Oregon corporation.

"Authoritative Electronic Copy" means, with respect to any Contract stored in an electronic medium, the single electronic "authoritative copy" (within the meaning of Section 9-105 of the UCC) of such Contract (i) that constitutes the single authoritative copy of the record or records comprising the related chattel paper which is unique, identifiable and, except as otherwise provided in clauses (iv), (v) and (vi) below, unalterable, (ii) that identifies the Administrative Agent as the sole assignee thereof, (iii) is communicated to and maintained by the E-Vault Provider or its agent on behalf of the Administrative Agent, (iv) copies or revisions to which that add or change an identified assignee thereof can only be made with the participation of the Administrative Agent, (v) for which any copy thereof is readily identifiable as a copy that is not the authoritative copy and (vi) for which any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

"Balloon Receivable" means, at any time, a Pool Receivable that has a final Scheduled Payment in an amount greater than or equal to thirty (30%) percent of the original Equipment cost of the related Equipment for such Pool Receivable calculated as of the date of origination of such Pool Receivable.

"Borrower" means AP Funding 1, LLC, a Delaware limited liability company.

"Casualty Payment" means, with respect to any Equipment, any payment pursuant to a Contract on account of the loss, theft, condemnation, governmental taking, destruction, or damage beyond repair of any item of Equipment subject thereto.

"Closing Date" means January 31, 2025.

"Collateral" means, collectively, (a) the Pool Receivables, (b) the Equipment, (c) the Related Security, (d) all rights and remedies of the Borrower under the First Tier Agreement, together with all financing statements filed by the Borrower against the Originator in connection therewith, (e) all rights and remedies of the Borrower under the Hedging Agreements and the other Transaction Documents, (f) all Records, (g) Collections, (h) the Collection Account and all amounts on deposit therein and all certificates and instruments, if any, from time to time evidencing the Collection Account and amounts on deposit therein (i) all Hedge Collateral, and (j) all proceeds of the foregoing.

"Collection Account" means the account set forth in the Second Tier Agreement.

"Collections" means, with respect to any Pool Receivable, all funds that (a) are received by the Borrower or the Servicer from or on behalf of the related Obligor after the Cut-Off Date in payment of any amount owed (including purchase price, rentals, principal payments, renewal payments, finance charges, interest and other charges) in respect of such Pool Receivable, or applied to such other charges in respect of such Pool Receivable in accordance with the Contract from which such Pool Receivable arises, or applied to such amounts owed by such Obligor (including Casualty Payments, Maintenance Charges, Insurance Proceeds, Recoveries, Residuals, but excluding Excluded Amounts), (b) are required to be paid to the Borrower by the Originator or the Servicer pursuant to any provision of any Transaction Document or (c) are proceeds of any sale, transfer or other disposition of such Pool Receivable by the Borrower. For the avoidance of any doubt, all amounts received by the Borrower from any Hedge Counterparty pursuant to any Hedging Agreement (other than (i) Hedge Collateral and (ii) (A) amounts on deposit in a hedge counterparty collateral account in accordance with the Second Tier Agreement, and (B) amounts received by the Borrower from a hedge counterparty collateral account that are used to enter into a new Hedging Agreement to the extent required or permitted by the Second Tier Agreement) will be deemed to be "Collections" for the purpose of this definition. For the avoidance of doubt, Hedge Collateral received by the Borrower pursuant to the applicable Hedging Agreement shall not be deemed "Collections" for the purpose of this definition and all such amounts may be released by the Borrower as dividends, distributions, or transfers to API, in each case, free and clear of the liens and grants of security interest provided for in the Transaction Documents.

"Contract" means, in relation to any Receivable, any and all of the contracts, instruments, agreements, leases, notes, or other writings pursuant to which such Receivable arises or which evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable including, in the case of any Contract constituting electronic chattel paper, the Authoritative Electronic Copy of the Contract.

"Credit and Collection Policy" means, for so long as API is the Servicer, the Originator's Credit and Collection Policy or policies and practices relating to Contracts and Receivables as in effect on the Closing Date and set forth in Exhibit C of the Second Tier Agreement, as modified, from time to time, in compliance with the Second Tier Agreement.

"Credit Party" means any of the Borrower, the Lienholder Nominee, the Servicer and the Originator.

"Cut-Off Date" means December 31, 2024.

"Defaulted Receivable" means a Pool Receivable as to which (a) the Servicer has reasonably determined that the remaining Scheduled Payments are fully or partially uncollectible, (b) as to which any payment, or part thereof, remains unpaid for 91 days or more from its original scheduled due date, (c) as to which an Obligor Event of Bankruptcy has occurred and is continuing with respect to the Obligor thereof or with respect to which the Obligor thereof is deceased, incompetent or incapacitated, or (d) which, consistent with the Credit and Collection Policy, has been charged-off by the Servicer.

“*Depository Bank*” means Wells Fargo Bank, N.A., and its successors and assigns in such capacity pursuant to the terms of the Account Control Agreement.

“*Electronic Collateral Control Agreement*” means that certain Electronic Collateral Control Agreement, dated as of January 31, 2025, by and among Administrative Agent, as secured party, Borrower, as debtor, and the E-Vault Provider.

“*Equipment*” means any equipment or other tangible personal property financed or leased by an Obligor pursuant to a Contract.

“*E-Vault Provider*” means eOriginal, Inc., a Delaware corporation., or such other party as agreed with the consent of the Administrative Agent.

“*Event of Bankruptcy*” means, with respect to any Person, (a) that such Person or any Subsidiary of such Person (i) shall generally not pay its debts as such debts become due or (ii) shall admit in writing its inability to pay its debts generally or (iii) shall make a general assignment for the benefit of creditors; (b) any proceeding shall be instituted by or against such Person or any Subsidiary of such Person seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property and, in the case of any such proceeding instituted against such Person or any Subsidiary of such Person, such proceeding has continued undismissed or unstayed for at least 60 days since its commencement; or (c) such Person or any Subsidiary of such Person shall take any corporate, limited liability company, partnership or other similar appropriate action to authorize any of the actions set forth in the Second Tier Agreement.

“*Excluded Amounts*” means, with respect to any Pool Receivable, (a) any payments received from the related Obligor in connection with any late charges, prepayment penalties, application fees, extension fees, administrative charges, maintenance premiums, tax processing fees, wire transfer fees, express mail fees, filing fees, delivery fees, document preparation fees, insurance premiums, taxes, or other charges imposed by any Official Body, (b) any payments received from the related Obligor pursuant to any indemnification obligation under the related Contract, excluding any indemnification obligation relating to Indemnified Amounts due or payable to any Indemnified Party or any indemnity payments due or payable to the Borrower, and (c) any non-rental charges with respect to such Pool Receivable reimbursable to the Servicer in accordance with the Credit and Collection Policy.

“*First Tier Agreement*” means the Purchase and Sale Agreement, dated as of the January 31, 2025, between the Originator and the Borrower, as amended, restated, supplemented or otherwise modified from time to time.

“*Hedge Collateral*” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by (or posted as Collateral by) all Hedge Counterparties to the Borrower

under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

"Hedge Counterparty" means any Person that has entered into a Hedge Transaction.

"Hedge Transaction" means each transaction between the Borrower and a Person entered into in connection with the Second Tier Agreement and governed by a Hedging Agreement.

"Hedging Agreement" means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into in connection with the Second Tier Agreement, which agreement shall be an interest rate cap or interest rate swap reasonably acceptable to the lender group agents and shall consist of either (A) a "Master Agreement" in a form published by the International Swaps and Derivatives Association, Inc., together with a "Schedule" thereto and each "Confirmation" thereunder confirming the specific terms of each such Hedge Transaction or (B) an ISDA long form confirmation.

"Indemnified Amount" means all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees (which such attorneys may be employees of the Administrative Agent or a lender) and disbursements.

"Indemnified Party" means the lenders, the Administrative Agent, any Successor Servicer and their respective officers, directors, employees, counsel and other agents.

"Insurance Policy" means, with respect to an Obligor, any insurance policy covering physical damage to or loss of the related Equipment, but solely to the extent such insurance policy relates to such Equipment.

"Insurance Proceeds" means any amount payable, or any payments made, to the Originator, the Servicer or the Borrower under an Insurance Policy in connection with any Equipment the financing of which gave rise to a Receivable.

"Lienholder Nominee" means API.

"Lienholder Nominee Agreement" means that certain Lienholder Nominee Agreement (as amended, supplemented or otherwise modified from time to time), dated as of the Closing Date, among API, as lienholder and as Servicer, the Borrower, and the Administrative Agent.

"Liquidation Expenses" means, with respect to any Receivable, the aggregate amount of all out-of-pocket expenses (including, without limitation, reasonable attorney fees and disbursements) reasonably incurred by the Servicer (including amounts paid to any subservicer) in accordance with the Servicer's customary procedures in connection with the repossession, refurbishing and disposition of any related Equipment upon or after the expiration or early termination of such Receivable or after such Receivable has become a Defaulted Receivable and other out-of-pocket costs related to the liquidation of any such Equipment, including the attempted Collection of any amount owing pursuant to such Receivable if it is a Defaulted Receivable.

"Maintenance Charges" means, with respect to any Receivable, any amount owing by the Obligor under the related Contract in respect of supplies and/or maintenance services being provided to such Obligor.

"Obligor" means, as to any Receivable, the Person obligated to make payments pursuant to the related Contract, including any guarantor of such Person and their respective successors and assigns.

"Obligor Event of Bankruptcy" means an Event of Bankruptcy with respect to an Obligor.

"Official Body" means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of any such government or political subdivision, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not a part of government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case whether foreign or domestic.

"Originator" means API.

"Performance Guarantor" means Tokyo Century (USA) Inc., a Delaware corporation.

"Performance Undertaking" means that certain Performance Undertaking dated as of the date hereof, made by the Performance Guarantor in favor of the Administrative Agent.

"Person" means an individual, partnership, limited liability company, corporation, joint stock company, trust (including a business trust), unincorporated association, joint venture, firm, enterprise, Official Body or any other entity.

"Pool Receivable" means each Receivable that has been or is contemporaneously therewith being sold, contributed or otherwise transferred by the Originator to the Borrower under the First Tier Agreement and has not been subsequently transferred by the Borrower to any other Person to the extent permitted by the Second Tier Agreement.

"Receivable" means any and all indebtedness and other obligations which are owed by any Obligor to the Originator (prior to giving effect to any transfer under the First Tier Agreement) under a Contract and which are outstanding after the Cut-Off Date or any right of the Originator or the Borrower to payment from or on behalf of an Obligor after the Cut-Off Date arising in connection with the sale or lease of goods or the rendering of services by the Originator, and includes the obligation to pay any finance charges, fees and other charges with respect thereto. The term "Receivable" shall not include any Excluded Amounts.

"Records" means all Contracts and other documents, purchase orders, invoices, agreements, books, records and any other media, materials or devices for the storage of information (including tapes, disks, punch cards, computer programs and databases and related property) in each case whether tangible or electronic that are maintained by the Borrower, the Originator or the

Servicer with respect to the Pool Receivables and with respect to other Collateral or the Obligors to the extent relating to the Pool Receivables.

"Recoveries" means, with respect to a Defaulted Receivable, proceeds from the sale, lease, re-lease or refinancing of the related Equipment, proceeds of any related Insurance Policy (net of Liquidation Expenses and amounts, if any, so received that are required to be refunded to the Obligor on such Defaulted Receivable), and any other recoveries with respect to such Defaulted Receivable and the related Equipment and other related property.

"Related Security" means, with respect to any Pool Receivable, all of the Originator's (without giving effect to any transfer under the First Tier Agreement) or the Borrower's rights, title and interest in, to and under:

(a) the Equipment and any other property securing the Obligor's obligations under any Pool Receivable, and any guarantees or similar credit enhancement for the Obligor's obligations under such Pool Receivable, including, without limitation, (i) all rights of the Originator in any security deposits, (ii) all UCC financing statements or other filings relating thereto, (iii) all rights and remedies against any vendor (including the Originator) of the Equipment relating thereto and (iv) all Insurance Policies relating thereto;

(b) all other security interests or liens, if any, purporting to secure payment of such Pool Receivable, whether pursuant to the Contract related to such Pool Receivable or otherwise, together with all financing statements and other filings signed by an Obligor relating thereto;

(c) the Contract and all guarantees, indemnities, warranties, insurance (and proceeds and premium refunds thereof) or other agreements or arrangements of any kind from time to time supporting or securing payment of such Pool Receivable, whether pursuant to the Contract related to such Pool Receivable or otherwise;

(d) all Records related to such Pool Receivable; and

(e) all Collections on and other proceeds of any of the foregoing, in each case, solely, to the extent related to a Pool Receivable.

"Residual" means, with respect to any Receivable, the residual value set forth in the related Contract and set forth in the Borrower's books and records; *provided, however*, that upon the sale or disposition of the Equipment related such Receivable, the "Residual" with respect to such Receivable shall mean the proceeds of any sale or disposition of the Equipment related such Receivable. For the avoidance of doubt, leases that fully amortize, that have a nominal end of term fixed purchase amount or required end of term balloon payment shall not be considered to have a "Residual" for purposes of the Second Tier Agreement.

"Scheduled Payment" means with respect to each Receivable, the payments scheduled to be made by the Obligor thereunder (exclusive of any Excluded Amounts); *provided, however*, that

for purposes of calculating the assigned value of a Receivable, (a) Scheduled Payments in an amount equal to the amount of any rental credit or prepaid rent for such Receivable shall be excluded, (b) the Residual or any fair market value or other purchase option prices shall be excluded other than the Residual related to a Balloon Receivable as set forth in clause (c) below, (c) with respect to any Balloon Receivable, the excess of the amount of such Scheduled Payment over thirty (30%) percent of the original Equipment cost of the related Equipment shall be excluded, and (d) any and all advance payments and security deposits made in connection with such Receivable shall be excluded.

“*Second Tier Agreement*” means the Loan and Servicing Agreement, dated as of January 31, 2025, by and among the Borrower, the Originator, individually and as initial Servicer, Mizuho Bank, Ltd., as Administrative Agent and Mizuho Bank, Ltd. and certain other banks acceptable to API and Administrative Agent, as lenders, as amended, restated, supplemented or otherwise modified from time to time.

“*Servicer*” means, initially, the Debtor/Seller and thereafter, any person designated from time to time as Servicer in accordance with the Second Tier Agreement.

“*Sold Assets*” means any and all of the Sold Receivables sold or contributed by the Originator to the Borrower under the First Tier Agreement, together with the Related Security and proceeds relating thereto.

“*Sold Receivables*” means any and all Receivables sold or contributed by the Debtor/Seller to the Secured Party/Purchaser under the First Tier Agreement.

“*Subsidiary*” means, with respect to any Person, any corporation, limited liability company, or other Person (a) of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person or (b) that is directly or indirectly controlled by such Person within the meaning of control under Section 15 of the Securities Act of 1933, as amended.

“*Successor Servicer*” means any Person to succeed API or any Successor Servicer pursuant to the Second Tier Agreement.

“*Transaction Documents*” means, collectively, this Agreement, the First Tier Agreement, the fee letter, Electronic Collateral Control Agreement, the Hedging Agreements, the Account Control Agreement, the Performance Undertaking, the Lienholder Nominee Agreement, and all of the other instruments, documents and other agreements executed and delivered by a Credit Party; or a Successor Servicer in connection with any of the foregoing.

“*UCC*” means the Uniform Commercial Code as in effect in the applicable jurisdiction or jurisdictions.

The Debtor/Seller, the Secured Party/Purchaser and the Assignee, as applicable, intend the transactions contemplated by the First Tier Agreement to constitute a sale of the transferred assets

by the Debtor/Seller to the Secured Party/Purchaser, and this filing should not be construed as a conclusion that a sale has not occurred, or that a filing is necessary to perfect the security interest of the Secured Party/Purchaser in any UCC Collateral.

A purchase of or security interest in any collateral described in this financing statement which is not permitted under the First Tier Agreement will violate the rights of the Secured Party/Purchaser and the Assignee.