

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|  |  |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [Optional]<br><b>Sabrina Lomastro 421-5100 sat@accardolaw.com</b>                                    |  |
| B. SEND ACKNOWLEDGMENT TO: [Name and Address]<br><br><b>Accardo Law Offices<br/>311 Angell Street<br/>Providence, Rhode Island 02906</b> |  |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

|   |   |  |   |  |
|---|---|--|---|--|
| 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names             |   |  |   |  |
| 1a. ORGANIZATION'S NAME<br><b>DG Holding, LLC</b>   |   |  |   |  |
| 1b. INDIVIDUAL'S LAST NAME  |   |  |   |  |
| 1c. MAILING ADDRESS<br><b>903 Tiogue Avenue</b>   |   |  |   |  |
| CITY<br><b>Coventry</b>   |   | STATE<br><b>RI</b>                             | POSTAL CODE<br><b>02816</b>                             | COUNTRY<br><b>USA</b>  |
| 2d. TAX ID #: SSN OR EIN<br>NOT REQUIRED IN<br>RHODE ISLAND   | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 1e. TYPE OF ORGANIZATION<br><b>LLC</b>         | 1f. JURISDICTION OF ORGANIZATION<br><b>Rhode Island</b> | 1g. ORGANIZATIONAL ID #, if any<br><b>155262</b> <input type="checkbox"/> NONE |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (2a or 2b) - do not abbreviate or combine names |   |  |   |  |
| 2a. ORGANIZATION'S NAME<br><b>Coventry Family Dental, LLC</b>   |   |  |   |  |
| 2b. INDIVIDUAL'S LAST NAME  |   |  |   |  |
| 2c. MAILING ADDRESS<br><b>903 Tiogue Avenue</b>   |   |  |   |  |
| CITY<br><b>Coventry</b>   |   | STATE<br><b>RI</b>                             | POSTAL CODE<br><b>02816</b>                             | COUNTRY<br><b>USA</b>  |
| 2d. TAX ID #: SSN OR EIN<br>NOT REQUIRED IN<br>RHODE ISLAND   | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 2e. TYPE OF ORGANIZATION<br><b>Corporation</b> | 2f. JURISDICTION OF ORGANIZATION<br><b>Rhode Island</b> | 2g. ORGANIZATIONAL ID #, if any<br><b>142856</b> <input type="checkbox"/> NONE |
| 3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)        |   |  |   |  |
| 3a. ORGANIZATION'S NAME<br><b>Bank Rhode Island</b>   |   |  |   |  |
| 3b. INDIVIDUAL'S LAST NAME  |   |  |   |  |
| 3c. MAILING ADDRESS<br><b>One Turks Head Place</b>  |   |  |   |  |
| CITY<br><b>Providence</b>   |   | STATE<br><b>RI</b>                             | POSTAL CODE<br><b>02903</b>                             | COUNTRY<br><b>USA</b>  |

4. This FINANCING STATEMENT covers the following collateral:

Please see the attached "Exhibit A."

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:

**Secretary of State**

**EXHIBIT A**

**UNIFORM COMMERCIAL CODE  
CONTINUATION OF FINANCING STATEMENT**

DEBTORS:                   DG Holding, LLC  
                              Coventry Family Dental, LLC  
                              903 Tiogue Avenue  
                              Coventry, Rhode Island 02816

SECURED PARTY:         Bank Rhode Island  
                              One Turks Head Place  
                              Providence, Rhode Island 02903

The Financing Statement to which this "Exhibit A" is attached covers:

All of Debtors' present and future right, title and interest in and to any and all of the "Collateral" wherever located including, with out limitation to the assets, to be kept at 903 Tiogue Avenue, Coventry, Rhode Island as defined herein.

Collateral shall be defined to include:

(A) All of Debtors' now owned or hereafter acquired accounts within the meaning of Uniform Commercial Code as the same may be in effect in the State of Rhode Island from time to time (the "Code"), and to the extent not included therein, contracts, rights, instruments, documents, chattel paper, general intangibles and other forms of obligations arising from goods sold or leased or for services rendered; any other obligations or indebtedness owed to Debtors from whatever source arising; all rights of Debtors earned or to be earned under contracts to sell or lease goods or to render services or to receive any payments in money or kind; all guarantees of receivables and security therefor; all of the right, title and interest of Debtors in and with respect to the goods, services or other property which gave rise to or which secure any of the receivables; insurance policies and proceeds relating thereto; and all of the rights of Debtors as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, repossession, reclamation and resale; all cash or non-cash proceeds of all of the foregoing; and all deposit accounts, as within the meaning of the Code, including now owned or hereafter acquired securities and other property held by the Secured Party for the account of Debtors or owing from time to time by the Secured Party to Debtors in any capacity;

(B) All of Debtors' now owned or hereafter acquired general intangibles within the meaning of the Code and to the extent not included therein, all patents, trademarks, tradenames, copyrights, goodwill, royalties, licenses, causes in action, tax refunds, insurance premium rebates and refunds and insurance proceeds, "documents", "chattel paper", and "instruments" all as defined in the Code, pending applications for any of the foregoing, Debtors' business names and all proceeds of the foregoing;

(C) All of Debtors' now owned or hereafter acquired "inventory" within the meaning of the Code and to the extent not included therein, all goods, merchandise and other personal property which are held for sale or lease, or are furnished or to be furnished under any contract

of service or are raw materials, work-in-process, supplies or materials used or consumed in Debtors' business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; all cash or non-cash proceeds of all of the foregoing, including insurance proceeds;

(D) All of Debtors' now owned or hereafter acquired machinery and equipment (as defined in the Code) and furniture and fixtures (as defined in the Code) used or acquired for use in the business of Debtors, together with all tools and supplies therefore and additions and accessions thereto and all substitutions and replacements thereof and parts and appurtenances therefor and thereto; all cash or non-cash proceeds of the foregoing; and including without limitation, all Equipment listed on any schedule attached hereto;

(E) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the collateral;

(F) All instruments (including, without limitation, all promissory notes), documents of title, letters of credit, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every kind and description, policies and certificates of insurance, securities, securities entitlements, documents, deposit accounts, investment property, partnership interests, membership interest in limited liability companies (including, without limitation, all of Debtors' rights, title and interest in and to all limited liability companies and partnerships and to any successor business entities, and the right to receive all payments and distributions due or to become due under all related partnership agreements, operating agreements, and other constituent documents governing or establishing such business entities), other rights to payment and performance, bank deposits, deposit accounts, checking accounts, certificates of deposit, money and cash, whether now or owned or hereafter acquired by Debtors, or in which Debtors may now have or hereafter acquire an interest.

Debtors hereby acknowledge and agree that the security agreement covers, and is intended to cover, all assets of Debtors. For avoidance of doubt, it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of the Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtors of every kind and description.