

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. E-MAIL CONTACT AT FILER (optional)	287805 021
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="text-align: right;">S2H</div> <div style="text-align: center;"> CSC 801 Adlai Stevenson Drive Springfield, IL 62703 </div>	

Print

Reset

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 Smile of Rhode Island, P.C.				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
222 Jefferson Blvd., Suite 200	Warwick	RI	02888	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 HPS Investment Partners, LLC, as Collateral Agent				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	USA

4. COLLATERAL: This financing statement covers the following collateral

See Exhibit A attached hereto and made a part hereof.

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"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input checked="" type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:

File with the Rhode Island Secretary of State

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

Smile of Rhode Island, P.C.

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

SmileDirectClub, LLC

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

414 Union Street, Floor 8

CITY

Nashville

STATE

TN

POSTAL CODE

37219

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 Assigned to Wilmington Trust, National Association, in its capacity as owner trustee (not individually but solely in such capacity, the "Trustee") for SDC U.S. SmilePay SPV ("Trust") pursuant to a Second Amended and Restated Trust Agreement, dated on or about May 8, 2020, between Trust, Trustee and the other parties thereto

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

Smile of Rhode Island, P.C.

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 1a 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

Wilmington Trust, National Association, as Trustee

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

1100 North Market Street

CITY

Wilmington

STATE

DE

POSTAL CODE

19890-0001

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 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 Assigned to HPS Investment Partners, LLC, as Collateral Agent in Assignor's capacity as owner trustee (not individually but solely in such capacity, the "Trustee") for SDC U.S. SidePay SPV ("Trust") pursuant to a Second Amended and Restated Trust Agreement, date don or about May 8, 2020, between Trust, Trustee and the other parties thereto

EXHIBIT A
to
Uniform Commercial Code Financing Statement

DEBTOR/SELLER

Smile of Rhode Island, P.C.
222 Jefferson Blvd., Suite 200
Warwick, RI 02888

ASSIGNOR/SECURED PARTY/BUYER

SmileDirectClub, LLC
414 Union Street, Floor 8
Nashville, TN 37219

**ASSIGNEE OF ASSIGNOR/
SECURED PARTY/BUYER**

Wilmington Trust, National Association, as Trustee
1100 North Market Street
Wilmington, DE 19890-0001

**ASSIGNEE OF ASSIGNEE OF ASSIGNOR/
SECURED PARTY/BUYER**

IIPS Investment Partners, LLC, as Collateral Agent
40 West 57th Street, 33rd Floor
New York, NY 10019

The financing statement (the "Financing Statement") to which this Exhibit A is attached and made a part thereof covers all of Debtor/Seller's right (but none of its obligations), title and interest now existing or hereafter acquired or arising, acquired, or originated in, to and under (i) all of the Receivables, (ii) the Related Assets and (iii) all proceeds thereof.

For purposes of this financing statement, the following terms have the meanings set forth below:

"Contracts" means, with respect to any Receivable, the RISC in respect of such Receivable, which includes with respect to each such contract or other documentation all right, title and interest with respect thereto, as a holder of both the beneficial and legal title thereto, including (i) all files of such contract or other documentation, (ii) all obligations evidenced by the files of such contract or other documentation, including the right to receive payment of all amounts due thereunder, (iii) all other rights, interests, benefits, proceeds, remedies and claims in favor or for the benefit of the holder of such contract or other documentation (or its successors or assigns) arising from or relating to such contract or other documentation and (iv) all proceeds of the foregoing.

"Obligor" means, with respect to any Receivable, the Person or Persons (including any co-borrower, co-signor or guarantor) obligated to make payments with respect to such Receivable.

"Receivable" means the indebtedness of any Obligor under a Contract, whether constituting an account, chattel paper, an instrument, a general intangible, payment intangible, promissory note or otherwise, and shall include (i) the right to payment of such indebtedness and other obligations of such Obligor with respect thereto (including, without limitation, the principal amount of such indebtedness, taxes, fees, expenses, late fees and returned check fees), and (ii) all proceeds of, and payments or collections on, under or in respect of any of the foregoing.

"Related Asset" means, with respect to any Contract and Receivable: (a) all right, title and interest in and to the Contract file and all other agreements or documents that relate to such Contract or Receivable; (b) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Contract or Receivable (if any); (c) all UCC financing statements covering any collateral securing payment of such Contract or Receivable (if any); (d) all guarantees and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Contract or Receivable; (e) all rights under any other servicing agreements or other documents, instruments or agreements with respect to such Contract or Receivable; (f) all right to payment of principal, interest, fees, charges and other amounts from or on behalf of each Obligor under such Contract or Receivable; (g) all books and records (including computer tapes and disks) related to the foregoing; (h) all unapplied cash with respect to such Contract or Receivable or any and all of the foregoing; and (i) all collections and other proceeds of such Contract or Receivable or any and all of the foregoing.

"RISC" means a retail installment sales contract or other relevant documentation.

"UCC" means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction or jurisdictions.