

# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented: **2**

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Sharon Davis  
NationsBank Business Credit  
P.O. Box 3406  
Atlanta, GA 30302-3406

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor

(Last Name First if a Person)

Physician Sales & Service, Inc.  
7800 Belfort Parkway  
Suite 250  
Jacksonville, FL 32256

Social Security / Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security / Tax ID # \_\_\_\_\_

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

NationsBank of Georgia, N.A., as Agent

Social Security / Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All accounts, inventory, equipment, contract rights, documents, instruments, general  
intangibles and other tangible and intangible property of Debtor now owned or hereafter  
acquired and products and proceeds thereof, all as more particularly set  
forth on Exhibit A attached hereto and hereby made a part hereof.

5A. Enter Codes from  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral  
(check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ already subject to a security interest in another jurisdiction when debtor's location changed  
to this state.  
☐ which is proceeds of the original collateral described above in which a security interest is  
perfected.  
☐ acquired after a change of name, identity or corporate structure of debtor  
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:  
The initial indebtedness secured by this financing statement is \$ \_\_\_\_\_

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross  
indexed in the real estate mortgage records (Describe real estate and if debtor does not have  
an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

PHYSICIAN SALES & SERVICE, INC.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

NATIONS BANK OF GEORGIA, N.A., AS AGENT

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL  
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT  
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

17.00

Inst # 1995-02124

01/26/1995-02124  
08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCB 17.00



**EXHIBIT A**  
**To Financing Statement**  
**(a, i & e)**

**Debtor:** Physician Sales & Service, Inc.  
**Secured Party:** NationsBank of Georgia, N.A., as Agent

All of the Debtor's right, title and interest in and to the following property, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (referred to collectively as the "Collateral"):

(a) all receivables, including, without limitation, (i) any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, contract rights, chattel paper, general intangibles or otherwise) including, but not limited to, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form from any person, (ii) all guarantees, security and liens securing payment thereof, and (iii) all goods, whether now owned or hereafter acquired, and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability (all of the foregoing, collectively, the "Receivables");

(b) all inventory, including, without limitation, (i) all goods intended for sale or lease by a Debtor, or for display or demonstration, including, without limitation, all medical supplies, equipment, pharmaceuticals and other products intended for sale by a Debtor to its customers, (ii) all work in process, (iii) all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in the Debtor's business, and (iv) all documents evidencing and general intangibles relating to any of the foregoing (all of the foregoing, collectively, the "Inventory");

(c) all equipment, including, without limitation, all machinery, apparatus, equipment, motor vehicles, tractors, trailers, rolling stock, fittings, fixtures and other tangible personal property (other than Inventory) of every kind and description used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor (all of the foregoing, collectively, the "Equipment");

(d) all general intangibles, including, without limitation, all of the Debtor's now owned or hereafter acquired general intangibles, choses in action and causes of action and all other intangible personal property of such Debtor of every kind and nature (other than Receivables), including, without limitation, any rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper; all patents, patent rights, copyrights, works which are the subject of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related thereto and all other rights thereunder, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing, corporate or other business records, inventions, designs, blueprints, plans, specifications, goodwill, customer lists, registrations, licenses, franchises, tax refund

claims, reversions or any rights thereto and any other amounts payable to such Debtor from any plan or other employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty, or any similar type of insurance and any proceeds thereof, proceeds of insurance covering the lives of key employees on which such Debtor is beneficiary and any letter of credit, guarantee, claims, security interest or other security held by or granted to such Debtor to secure payment by an account debtor of any of the Receivables (all of the foregoing, collectively, the "General Intangibles");

(e) all real estate, including, without limitation, all of each Debtor's now or hereafter owned or leased estates in real property, including, without limitation, all fees, leaseholds, future interests together with all of each Debtor's now or hereafter owned or leased interests in the improvements and emblements thereon, the fixtures attached thereto and the easements appurtenant thereto (all of the foregoing, collectively, the "Real Estate");

(f) all goods and other property, whether or not delivered, (i) the sale or lease of which gives or purports to give rise to any Receivable, including, but not limited to, all merchandise returned or rejected by or repossessed from customers, or (ii) securing any Receivable, including, without limitation, all rights as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such goods and other properties;

(g) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements, and other agreements and property which secure or relate to any Receivable or other Collateral, or are acquired for the purpose of securing and enforcing any item thereof;

(h) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents and instruments evidencing or pertaining to any and all items of Collateral;

(i) all files, correspondence, computer programs, tapes, discs and related data processing software which contain information identifying or pertaining to any of the Receivables or any account debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof;

(j) all cash deposited with the Secured Party or any affiliate of the Secured Party or which the Secured Party or such affiliate is entitled to retain or otherwise possess as collateral pursuant to the provisions of the agreement or any of the security documents or any agreement relating to any letters of credit; and

(k) any and all products and proceeds of the foregoing (including, but not limited to, any claim to any item referred to in this definition and any claims against any third party for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

Proceeds of any of the above-described Collateral include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, documents, inventory, equipment, fixtures, farm products and consumer goods.

Inst # 1995-02124

01/26/1995-02124  
08:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 17.00