

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

No. of Additional
Sheets Presented:

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

1. Return copy or recorded original to:

GENE T. PRICE, ESQ.
BURR & FORMAN
P. O. BOX 830719
BIRMINGHAM, ALABAMA 35283-0719

Pre-paid Acct # _____

2. Name and Address of Debtor

(Last Name First if a Person)

STRATEGIC MEDICAL SYSTEMS, INC.
2 CHASE CORPORATE DRIVE
BIRMINGHAM AL 35244

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)

MCDONALD INVESTMENT COMPANY, INC.
ONE OFFICE PARK CIRCLE
SUITE 300
BIRMINGHAM AL 35223

Social Security/Tax ID # _____

☒ Additional secured parties on attached ~~XXXXX~~ SCHEDULE I

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

THE COLLATERAL IS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF.

5A. Enter Code(s) 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.

STRATEGIC MEDICAL SYSTEMS, INC.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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)

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

1996-40312

12/06/1996-40312
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SHELBY COUNTY JUDGE OF PROBATE
004 SNA 21.00

SCHEDULE I
ADDITIONAL SECURED PARTIES

Alfa Mutual Insurance Company
P. O. Box 11000
Montgomery, Alabama 36191

Alfa Mutual Fire Insurance Company
P. O. Box 11000
Montgomery, Alabama 36101

Alfa Life Insurance Company
P. O. Box 11000
Montgomery, Alabama 36101

EXHIBIT A

A. Receivables. All of the right, title and interest of Strategic Medical Systems, Inc. (the "Company") in and to all accounts, chattel paper, instruments, documents, general intangibles (including all "accounts," "chattel paper," "instruments," "documents" and "general intangibles" as defined in the Uniform Commercial Code) and other rights or obligations of any kind, evidencing any obligation to the Company for payment of services rendered or otherwise arising out of or in connection with the Company's operation of the business currently or hereafter operated by the Company (the "Business"), including without limitation, all sums due under all contracts with physician networks or physician practices, or under any assignments of payor contracts or under any leases, or tenancies, security deposits and escrow funds (any and all of the accounts, chattel paper, instruments, documents, general intangibles, rights and obligations described above in this paragraph A are herein referred to as the "Receivables"); and

B. Related Contracts. All rights now or hereafter existing in and to all account ledgers, account cards and records, software, printouts, information contained in computer media (such as databases, source and object codes and information therein), promissory notes, evidences of indebtedness, leases, and, to the extent not inconsistent with the terms thereof, customer contracts and assignments of contract rights and other contracts now or hereafter existing (whether written or oral), as amended or otherwise modified from time to time, recording, securing, evidencing or otherwise relating to any of the Receivables (any and all of the promissory notes, evidences of indebtedness, leases and other contracts described in this paragraph B are herein referred to as the "Related Contracts"); and

C. Related Rights. All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Company of, in and to the Receivables and the Related Contracts, reserving only the right to the Company to collect the same so long as the Company is not in default under the Debentures secured hereby; and

D. Inventory. All inventory of the Company now or hereafter acquired, wherever located, including, without limitation, materials used or consumed in the Company's business and goods held for sale or lease, together with all additions and accessions thereto, and replacements therefor, and the products thereof (any and all such property described above in this paragraph D are herein referred to as the "Inventory"); and

E. Equipment. All of the Company's right, title, and interest in and to all furniture, fixtures, machinery and equipment now or hereafter owned by the Company (the "Equipment");

F. Leasehold Interests. All of the Company's right, title and interest in and to all leases and leasehold interests the Company owns, including all leasehold improvements owned by the Company and the unexpired term of any leases to which the Company is a party;

G. Subsidiary Interests. All of the shares or other equity interests owned by the Company in any corporation, partnership, limited liability company or any other entity, including, without limitation the eight hundred (800) shares of common stock, \$1.00 par value, of Strategic Texas Holdings, Inc., the 15,081 shares of Class B Common Stock, \$.01 par value of PSO South, Inc. and the fifty percent (50%) limited partnership interest in El Paso Community Health Plan, Limited Partnership owned by the Company;

H. Other Property. All other property of every kind and description, real, personal and mixed, and interests therein now held or hereafter acquired by the Company, wherever located;

I. Proceeds. All rents, profits, revenues, products, proceeds and other income (including proceeds of products and casualty insurance proceeds) of any and all of the foregoing collateral described in paragraphs A through H above (cash and non-cash, tangible and intangible) including, without limitation, accounts, general intangibles, inventory, and equipment purchased or acquired with such proceeds.

Inst # 1996-40312

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