

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

Important: Read Instructions on Back Before Filing out Form.

REORDER FROM  
Registered, Inc.  
F. E. BOWEN, JR.  
ALABAMA, 36001-2603  
(615) 421-1713

89391

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

No. of Additional  
Sheets Presented:

1

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

1. Return copy or recorded original to:

Mary F. Brunning, Esq.  
Parrell & Scott  
6835 Memorial Drive  
Dublin, OH 43017

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

IRS Home Care Services of Alabama, Inc.  
234 Aquarius Drive, Suite 103  
Birmingham, AL 35209-5678

ID

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)

NPF VI, Inc.  
6125 Memorial Drive  
Dublin, OH 43017

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Inst. # 1999-05205  
02/05/1999-05205  
11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HWS 16.00

FILED Shelby County, AL

4. ASSIGNEE OF SECURED PARTY (IF ANY)

(Last Name First if a Person)

The Chase Manhattan Bank  
450 W. 33rd Street  
New York, NY 10001

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

All of Debtor's accounts, accounts receivables and products  
and proceeds therefrom as more fully described on Exhibit A  
attached hereto and by this reference made a part hereof.

5A. Enter Code(s) From  
Back of Form That  
Best Describes The  
Collateral Covered  
By This Filing:

001  
200  
700

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 \$ -0-

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)

IRS Home Care Services of Alabama, Inc.

NPF VI, Inc.

Signature(s) of Debtor(s)

Craig Gardella, Treasurer

Type Name of Individual or Business

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

Donald H. Ayers, Chairman

Type Name of Individual or Business

ORIGINAL.

EXHIBIT A

to

UCC-1 FINANCING STATEMENT

Debtor(s): IHS Home Care of Alabama, Inc.

Original Secured Party: NPF VI, Inc.

Total Assignee: The Chase Manhattan Bank

This Exhibit A is attached to and incorporated in a financing statement pertaining to the Debtor(s) as Seller (referred to as the "Debtor(s)") for purposes of this financing statement only), NPF VI, Inc. as Purchaser (referred to as the "Original Secured Party" for purposes of this financing statement only) and The Chase Manhattan Bank as Trustee (referred to as the "Total Assignee" for purposes of this financing statement only) under that certain Sale and Subservicing Agreement dated as of January 27, 1999, as may be amended from time to time (the "Sale and Subservicing Agreement"), by and among the Debtor(s), the Original Secured Party and National Premier Financial Services, Inc. to secure Debtor(s)'s payment and performance of the obligations set forth in Section 9.2 of the Sale and Subservicing Agreement. Capitalized terms used herein and not defined shall have the respective meanings given to them in the Sale and Subservicing Agreement. The financing statement to which this Exhibit A is attached and forms a part covers all of the Debtor(s)'s right, title and interest in, to and under the following types and items of personal property, whether they be accounts, general intangibles or any other type of personal property, and whether now owned and existing or hereafter acquired or arising:

All of the Debtor(s) accounts and accounts receivable, contract rights, instruments, documents, chattel paper, general intangibles (including, without limitation, choice in action, tax refunds and insurance proceeds); any other obligations or rights of Debtor(s) to receive any payments in money or kind; all guarantees of the foregoing and security therefor; all cash or non-cash proceeds of the foregoing; all of the right, title and interest of Debtor(s) in and with respect to the goods, services or other property which gave rise to or which secure any of the foregoing, and insurance policies and proceeds relating thereto, and all of the rights of Debtor(s) as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired; provided, however, that such financing statement shall not include Purchased Receivables as such term is defined in the Sale and Subservicing Agreement.

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