

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

Important: Read Instructions on Back Before Filing out Form.

RECORDED FROM
REGISTERED, Inc.
P.O. BOX 128
ALBANY, NY 12212
(518) 482-1715

89392

<input type="checkbox"/> 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 Office for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Mary F. Browning, Esq. Parcelli & Scott 6835 Memorial Drive Dublin, OH 43017		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1999-05806 02/05/1999-05806 11:29 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 17.00	
2. Name and Address of Debtor (Last Name First if a Person) INS Home Care Services of Alabama, Inc. 234 Aquarius Drive, Suite 103 Birmingham, AL 35299-5867			
Pre-paid Acct # _____ Social Security/Tax ID # _____			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____			
<input type="checkbox"/> 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		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) The Chase Manhattan Bank 430 W. 33rd Street New York, NY 10001	
Social Security/Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			
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:

0-0-1 _____
2-0-0 _____
7-0-0 _____

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 \$ **10**

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)

INS Home Care Services of Alabama, Inc.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Craig Gardella, Treasurer

Type Name of Individual or Business

NPF VI, Inc.

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

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

Donald H. Ayers, Chairman

Type Name of Individual or Business

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 between the Debtor(s), the Original Secured Party and National Premier Financial Services, Inc. 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:

- (a) all "Accounts" (as defined below) transferred by the Debtor(s) to the Original Secured Party from time to time pursuant to the Sale and Subservicing Agreement, and all payments of principal of or interest on such Accounts;
- (b) all amounts on deposit with respect to Accounts from time to time in the Lockbox Accounts, the Collection Accounts, the Seller Credit Reserve Accounts, and the Offset Reserve Accounts;
- (c) all other rights relating to and payments made in respect of the Sale and Subservicing Agreement; and
- (d) all proceeds in respect of all of the foregoing types and items of property.

As used herein, the following terms have the following meanings:

"Accounts" means (a) an account receivable billed to a "Payor" (as defined below) arising from the provision of health care services (and any services or sales ancillary thereto) by the Debtor(s) (or the Debtor(s)'s predecessor in interest) including the right to payment of any interest or finance charges and other obligations of such Payor with respect thereto;

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(b) all security interests or liens and property subject thereto from time to time purporting to secure payment by the Payor;

(c) all guarantees, indemnities and warranties and proceeds thereof, proceeds of insurance policies, UCC financing statements and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Account;

(d) all cash collections and other cash proceeds of such Account with respect to any of the foregoing;

(e) all "Records" (as defined below) with respect to any of the foregoing; and

(f) all proceeds of any of the foregoing.

"Contracts" means agreements pursuant to, or under which, a Payor shall be obligated to pay for services rendered or merchandise sold to patients of the Debtor(s) from time to time.

"Payor" means, with respect to any Account, the person or entity primarily obligated to make payments in respect thereto, including without limitation (i) a commercial insurance company, organized under the laws of any jurisdiction in the United States, having its principal office in the United States; (ii) a Blue Cross/Blue Shield plan; (iii) Medicare; (iv) a Medicaid plan; (v) the Civilian Health and Medical Program of the Uniformed Service; (vi) a health maintenance organization or preferred provider organization, organized under the laws of any jurisdiction in the United States, having its principal office in the United States; or (vii) a Provider Payor.

"Provider Payor" means any medical services provider which is reimbursed by an HMO, PPO, or other similar managed care program, commercial insurer, Medicare, Medicaid, CHAMPUS, Governmental Authority or other governmental program created or organized under the laws of any jurisdiction in the United States, to which the Debtor(s) has provided services.

"Records" means all Contracts and other documents, books, records and other information (including, without limitation, computer programs, tapes, disks, punch cards, data processing software and related property and rights) prepared and maintained by the Debtor(s) with respect to Accounts and the related Payors.