

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

No. of Additional
Sheets Presented:

6

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

1. Return copy or recorded original to:

THE BANK ; ATTN VELLA SCOTT
17 NORTH 20TH STREET
BIRMINGHAM, AL 35203

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

CHITWOOD- DRISKELL, P.C.
32 INVERNESS CENTER PKY #320
BIRMINGHAM, AL 35242

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

THE BANK
17 20TH STREET NORTH
BIRMINGHAM, AL 35203

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

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

Collateral Desc.: EQUIPMENT 1 PROCESSOR MODEL NC440BX350350MHZ PEINUM
II AND ALL PART ATTACHED HERETO OR MADE HEREOF SEE EXHIBIT A ATTACHED
AND MADE A PART HEREOF

Purchase Money

Check X if covered ~~XX~~ 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 \$ 32,000.00
+13.00 +6.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 48.00

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 Debtor(s)

Signature(s) of Debtor(s)

CHITWOOD- DRISKELL, P.C.

Type Name of Individual or Business

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

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

Type Name of Individual or Business

THE BANK

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

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

(5) FILE COPY - DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Inst # 1999-07992

02/26/1999-07992
09:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
69.00
006 MMS

FILED WITH: Shelby County Judge of Probate

4. Name and Address of Assignee of Secured Party

(IF ANY)

NOV 16 1998

\$32,000

InfoCure

EXHIBIT PM-1
PROMED INFORMATION MANAGEMENT
SYSTEMAgreement Number: MA-1
Order Number: 33336
Customer Number: WC35
(To be inserted by C&I)
Page 1 of 2

SOLD TO:

JAMES E. DRISKELL CPA, P.C.

Name (Your Correct Legal Name)

31 Inverness Center Parkway Suite 320

Address

Birmingham

Al

35242

City

State

Zip

0035

Sales Territory

Yvonne Walker

AE/MAE/CAS

INSTALLATION SITE: (if different than sold to)

Name (Your Correct Legal Name)

Address

City

State

Zip

November 3, 1998- Pricing Valid for 60 Days

CardioConpm1 / Prepared by BR

This Exhibit incorporates all terms of the Master Agreement, which includes the then-current version of the Customer Guide. You understand that InfoCure will not accept any order from you unless you have signed and InfoCure has accepted a Master Agreement. If a Master Agreement is not in effect and InfoCure accepts your order under this Exhibit, your order will be considered to consist of the accepted Exhibit and the terms of the Master Agreement and no other terms will apply.

Description	Purchase Prices or License Fees	Monthly Equipment Maintenance or Software Support Fees	Equipment Warranty Period
A. APPLICATION SOFTWARE			
Qty			
1 PROMED Application Software (06304)	3080	120	
Number of Concurrent Users <input type="text" value="4"/>	0	0	
1 Structured Facet Term Windows (06303)	3080	0	
Number of Simultaneous Jobs <input type="text" value="8"/>	0	0	
Application Software Subtotal	\$8,160	\$ 120	
B. OPERATING SYSTEM SOFTWARE			
1 UNIX Operating System - included	0	0	
Operating System Subtotal	0.00	0.00	
C. EQUIPMENT			
1 Processor Model <input type="text" value="Pioneer NC440BX 350MHz Pentium II (TBD)"/>	9500	140	
<ul style="list-style-type: none"> Intel 350MHz Pentium II CPU 5 I/O Slots PCI/ISA 300 Watt Power Supply 64MB EDO DIMM Memory (23171) 4.5GB Ultra SCSI Hard Disk Drive** (23273) 1280 x 1024 SVGA PCI Graphics Adaptec PCI 7880 Ultra-Wide SCSI Controller Dual Channel Ultra Wide SCSI Controller 24x CD-ROM Internal Drive 6 Drive Bays, 4 External Device Connections 64-Port Host Board (23155) 32 Serial Ports (2-23159) 1.2GB 1/4" Tape Drive** (24031) 56K Support Modem** (21201) Uninterruptable Power Supply** (25041) 9" Console Terminal w/keyboard** (30727/30915) 			
C. EQUIPMENT (cont')			
1 Link MC80 Color Terminals w/keyboards (30754/30933)	695	10	12 Mo.
6 Device Integrations	300	30	N/A
5 Cable Services	800	N/A	N/A
Equipment Subtotal	\$11,295	\$180.00	
D. OTHER ITEMS AND MATTER			
1 Uniplex II Office Automation - 4-User License (06319)	1650	46	
1 Original Set ProMed Manuals - Set of 4 (00004)	350	N/A	

ORIGINAL

NOV 16 1998

InfoCure**EXHIBIT PM-1
PROMED INFORMATION MANAGEMENT
SYSTEM**
 Agreement Number MA-1
 Order Number 83336
 Customer Number 6125
 (To be inserted by CA)
 Page 1 of 2

Description		Purchase Prices or License Fees	Monthly Equipment Maintenance or Software Support Fees	Equipment Warranty Period
1	ProMed Supply Kit (59003)	500	N/A	
3	TUN Terminal Emulation Software	\$1,105	\$18	
1	Category 5 Patch Panel	\$175	N/A	
Other Items and Matter Subtotal		\$3,780.00	\$64.00	
E. TRAINING				
5 Days	Initial System Training** (On-Site) (00065) **Training Expires 6 mo. after installation **Travel Expenses are <u>not</u> included	4,200		
Training Subtotal		\$4,200.00		
INSTALLATION (Host Site Only) (00090)		\$1,000		
FREIGHT & HANDLING (00003)		\$449		
Discount		(1322)		
GRAND TOTAL (excludes sales/use tax)		\$25,562	\$364	
IF CASH, DEPOSIT AMOUNT (25% due upon signing of Order):		\$8,332		
IF LEASING Make check payable to Secured Funding		(First Month's Payment)		

InfoCure

Healthcare Systems Division

BY: DATE ACCEPTED: 11/16/98

CUSTOMER:

James E. Driskell CPA, P.C.

(Print Your Correct Legal Business Name)

BY: DATE: 11/16/98

Authorized Signature

James E. Driskell, CPA, as President

Print Name and Title

ORIGINAL

NOV 16 1998

**EXHIBIT EC-1
ELECTRONIC CLAIMS
CLEARINGHOUSE SERVICES (Per Claim)**

Agreement Number M-1
Order Number 83336
To be inserted by N/A
C# 0055

SOLD TO:

James E. Driskell CPA, P.C.

INSTALLATION SITE: (if different than sold to)

Name (Your Correct Legal Name)

Name (Your Correct Legal Name)

31 Inverness Center Parkway, Suite 320

Address

Address

Birmingham

AL

35242

City

State

Zip

City

State

Zip

0035

Yvonne walker

Sales Territory

AE/MAF/CAS

- Pricing Valid for 60 Days

ec1_en-1.hwp/ Prepared by EMB

This Exhibit incorporates all terms of the Master Agreement, which includes the then-current version of the Customer Guide. You understand that Reynolds will not accept any order from you unless you have signed and Reynolds has accepted a Master Agreement. The Initial Service Term of this Exhibit is Twelve (12) Months.

CLAIMS CLEARINGHOUSE (ECC) SERVICES

Number of Claims Submitted Monthly	0 to 750	751 to 1750	1751 to 3500	3501 to 5500	5501 or more	Purchase or License Fees	Monthly Maintenance Fee
A. ELECTRONIC CLAIMS SUBMISSION							
Medicare, Medicaid, BC/BS, non-participating commercial	0.48	0.41	0.35	0.29	0.25		
Commercial Participating	0.36	0.31	0.26	0.22	0.19		
B. PAPER CLAIMS							
	0.75	0.68	0.61	0.55	0.49		
C. ELECTRONIC REMITTANCE							
Medicare, Medicaid, BC/BS, non-participating commercial	0.53	0.45	0.38	0.33	0.28		
Commercial Participating	0.4	0.34	0.29	0.24	0.21		
D. IMPLEMENTATION & SETUP FEE						\$1,500.00	
E. REQUIRED TRAINING						\$1,500.00	
1 ENVOY EC Files Setup Training - 1/2 Day On Site and Unlimited Phone Assistance							
F. 56K MODEM (ProMed Only)						\$198.00	\$5.00
G. TERM COMMUNICATION SOFTWARE (ProMed Only)						\$495.00	\$12.00
GRAND TOTAL						\$3,693.00	\$17.00
DEPOSIT AMOUNT: (25% due upon signing of Order):							

INFOCURE

Healthcare Systems Division

BY:



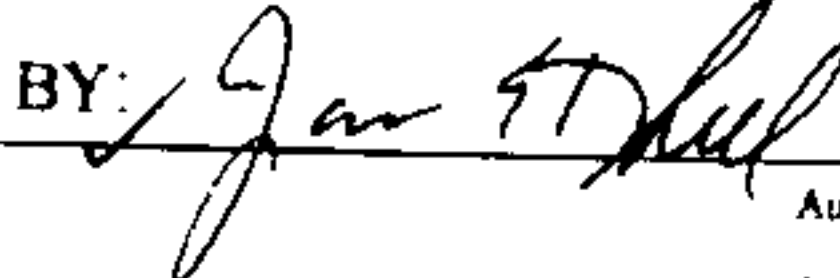
DATE ACCEPTED:

11/16/98

CUSTOMER: James E. Driskell CPA, P.C.

(Print Your Correct Legal Business Name)

BY:



DATE:

11/16/98

Authorized Signature

James E Driskell, CPA as President

Print Name and Title

ORIGINAL

NOV 16 1998

InfoCure

EXHIBIT ED-1
ELECTRONIC CLAIMS DIRECT (ECD)
 Agreement Number: MA-1
 Order Number: 33336
 Customer Number: 6655
 To be completed by (30)
 Page 1 of 1

SOLD TO:

James E. Driskell CPA, P.C.

Name (Your Correct Legal Name)

31 Inverness Center Parkway Suite 320

Address

Birmingham

AL

35242

City

State

Zip

0035

Yvonne Walker

Sales Territory

AE/MAE/CAR

INSTALLATION SITE: (if different than sold to)

Name (Your Correct Legal Name)

Address

City

State

Zip

 November 2, 1998/ Pricing Valid for 60 Days
 InfoCureED1 / Prepared by BR

This Exhibit incorporates all terms of the Master Agreement, which includes the then-current version of the Customer Guide. You understand that InfoCure will not accept any order from you unless you have signed and InfoCure has accepted a Master Agreement. If a Master Agreement is not in effect and InfoCure accepts your order under this Exhibit, your order will be considered to consist of the accepted Exhibit and the terms of the Master Agreement and no other terms will apply.

A. APPLICATION SOFTWARE - ELECTRONIC CLAIMS DIRECT
(ECD) - Submission

State	Carrier	Intermediary	Medium
AL	Blue Cross		Infosolutions
AL	Medicare	Blue Cross	Infosolutions
AL	Medicaid		NSF

ECD - Remittance

B. FEES

One-time License Fees and Software Support Services Fees are assessed by the number of ECD Application Software modules you license. One submission module will always be assessed at a higher One-Time license fee and monthly Software Support Services fee; subsequent submission modules will be charged at a lower amount. Correspondingly, one remittance module will always be assessed at a higher One-Time license fee and monthly Software Support Services fee with subsequent remittance modules being charged at a lower amount.

Quantity	Description	One-Time License Fees	Monthly Software Support Services Fees
1	First Submission Carrier	1650	25
2	Subsequent Submission Carrier(s)	1100	34
	First Remittance Carrier	0	0
	Subsequent Remittance Carrier(s)	0	0
1	Infosolutions Claims Processing	N/A	16
	Infosolutions Claims Processing Adjustment for Medicare/Blue Cross of ALabama	(137)	(42)
GRAND TOTAL (excludes sales/use taxes)		\$2,613	\$33
IF CASH, DEPOSIT AMOUNT (25% due upon signing of Order):		0	
IF LEASING, Make check payable to Secured Funding		First Month's Payment	

INFOCURE, INC.

Healthcare Systems

BY:

DATE ACCEPTED:

11/16/98

CUSTOMER

James E. Driskell CPA, P.C.

(Print Your Correct Legal Business Name)

BY:

DATE:

11/16/98

Authorized Signature

James E. Driskell, CPA

Print Name and Title

President

ORIGINAL

*InfoCure***ADDENDUM TO INFOCURE, INC.
MASTER AGREEMENT AND EXHIBITS**c# 93336
c# 1055

This addendum ("Addendum") is between InfoCure, Inc. ("InfoCure") and James E. Driskell CPA, PC ("you"). InfoCure and you entered into a Master Agreement signed by you on 11/16, 1998 (the "Master Agreement") and the EC-1 Exhibit signed by you on 11/16, 1998 (the "Exhibit"). This Addendum modifies and supplements the Master Agreement as set forth below.

InfoCure and you agree:

1. DEFINITIONS

1.1 The definitions in the Master Agreement apply unless defined differently in this Addendum.

2. APPLICABILITY OF ADDENDUM

2.1 This Addendum applies only to the Items and Services listed on the above-referenced Exhibit.

2.2 The Master Agreement, the referenced Exhibit, and this Addendum constitute the complete and exclusive statement of the agreement of the parties and supersede all prior oral and written agreements, understandings, and communications of any kind between the parties.

2.3 To the extent any provisions of this Addendum are inconsistent with the terms and conditions of the Master Agreement, the provisions of this Addendum will prevail.

2.4 This Addendum may not be amended unless it is in writing and signed by authorized representatives of both parties.

3. ELECTRONIC CLAIMS SUBMISSION AND REMITTANCE

3.1 "Electronic Claims Submission and Remittance," currently at Pages 12-13 of the Customer Guide, is changed to replace the fourth paragraph with the following:

3.2 You agree to use your ECC or ECD Application Software module only to prepare and transmit insurance claims in accordance with our then-current requirements, procedures, data element standards, formats, codes, protocols and edits and those in the relevant specifications or documentation provided to you by us or the clearinghouses and/or carriers.

3.3 You will sign any documents and comply with any applicable procedures, rules or regulations which we, the applicable clearinghouses, carriers or payers or applicable law may require for transmission of claims, such as rules governing record retention, non-discrimination and error resolution as issued by the clearinghouses, carriers, American Express, MasterCard, VISA and the settlement bank, each as amended from time to time. You will also comply with applicable rules and regulations of governmental agencies having jurisdiction. You will provide all supporting documentation requested by us or the clearinghouses and/or carriers necessary to comply with such rules and regulations, including The Secretary of Health and Human Services, the Electronic Funds Transfer Act, Regulation 2, Regulation E and the Federal Truth-in-Lending

ORIGINAL

InfoCure

ADDENDUM TO INFOCURE, INC. 02/26/1999-07992
MASTER AGREEMENT AND EXHIBIT 46 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
006 NWS 69.00

Act, and you agree as follows: (a) access to eligibility information will be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to a recipient's eligibility status will be the final authority; (c) you indemnify and hold harmless each State, its agents and employees, from any claims by you or any recipient who is aggrieved by the actions of you, Envoy or us; (d) you agree to abide by the Federal and State regulations regarding confidentiality of information, which includes a prohibition on the sale or exchange of information accessed through the performance of claims submission, to unauthorized users.

3.4 You hereby appoint the applicable clearinghouses and/or carriers your attorney-in-fact for the purpose of using the information you provide to submit electronic claims and/or sign hard copy (paper) claims on your behalf to third-party payers or processors, such as commercial insurers, Medicare, Medicaid, and governmental agencies and, where appropriate, agencies or carriers covering work-related accident or illness benefits where your signature is required for processing claims. You acknowledge that we and the applicable clearinghouses and/or carriers are not responsible for any Medicare, Medicaid, work related accident or illness claim or other insurance claims and you retain all liability on such claims, including the reconciliation or adjustment of any claim.

3.5 You guarantee that all claims submitted to clearinghouses and/or carriers will be on behalf of physicians or suppliers that have signed appropriate written authorizations for the claims and a true copy of the authorization will be furnished to the applicable clearinghouse and/or carrier upon request. You also guarantee that each claim will be maintained in a manner that it can be identified with a claim form from the applicable physician or supplier and you will maintain the applicable claim form for 72 months.

4. GENERAL

4.1 The provisions of this Addendum and all related pricing and discounts for the Items and Services shall be considered confidential. You shall use reasonable efforts to keep such information in strict confidence and not disclose it to any person not an employee except as follows: (i) you may disclose the information to your outside attorneys, accountants, and as required by law or government regulation; and, (ii) you may disclose the information to an outside consultant who agrees in writing to be bound by these confidentiality obligations.

4.2 This Addendum is signed by an authorized representative of each party.

INFOCURE, INC.

By:

[Signature]
Authorized Signature

Laurie R. [Signature]
Print Name and Title

Date:

11/16/98

James E. Driskell CPA, PC
(Customer Legal Name)

By:

[Signature]
Authorized Signature

James E Driskell, CPA as President
Print Name and Title

Date:

11/16/98

ORIGINAL

Inst # 1999-07992