

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

Important: Read Instructions on Back Before Filling out Form.

56109

REORDER FROM
Register, 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: This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Return copy or recorded original to

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

Mary F. Brenning, Esq.
Purcell & Scott, Co., LPA
6035 Memorial Dr.
Dublin, OH 43017

Pre-paid Acct. #

Name and Address of Debtor

(Last Name First if a Person)

IHS Home Care Services of Alabama, Inc.
234 Aquarius Drive, Suite 103
Birmingham, AL 35209-5867

Social Security/Tax ID #

A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

FILED WITH:

Shelby County, AL

☐ Additional debtors on attached UCC-E

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

4 NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. ☒ This statement refers to original Financing Statement bearing File No. **1999-05206**

Filed with **Shelby County, AL**

Date Filed **2/5** 19 **99**

- 6 ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 7 ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- 8 ☐ Partial or Full Assignment. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.
- 9 ☒ Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.
- 10 ☐ Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.

The collateral description in the original financing statement number shown above shall be amended in its entirety by the Exhibit A attached hereto and by this reference made a part hereof.

11A. 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.

IHS Home Care Services of Alabama, Inc.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) (necessary only if terms is applicable)

Type Name of Individual or Business

The Chase Manhattan Bank

Signature(s) of Secured Party(ies)

Signature(s) of Secured Party(ies)

Type Name of Individual or Business

Authorized Signer

EXHIBIT A

ORIGINAL

to

UCC-1 FINANCING STATEMENT

Debtor(s): IHS Home Care Services 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;

ORIGINAL

(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.

Inst # 1999-31707

**07/29/1999-31707
11:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 12.00**