

☐ 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:

Return Documents to:  
UCC Filing & Search Services, Inc.  
P. O. Box 11250  
Tallahassee, Florida 32302

ital Factors,

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

Inst # 2001-07216  
03/01/2001-07216  
01:50 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 17.00

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Disney Enterprises, Inc.  
4939 Meadowbrook Road  
BIRMINGHAM, AL 35242

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Staff One Healthcare  
4939 Meadowbrook Road  
BIRMINGHAM, AL 35242

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

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

Capital TempFunds, Inc.  
One Brixham Green, 15800 John J. Delaney Dr,  
#300  
CHARLOTTE, NC 28277

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

AL-Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

Accounts, Accounts Receivables, Chattel Paper, Inventory, General Intangibles, Negotiable Collateral, Borrower's Books and other collateral as described in Exhibit "A" attached hereto.

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.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Disney Enterprises, Inc.

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

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

Capital TempFunds, Inc. c/o Capital

Type Name of Individual or Business

(5) FILE COPY DEBTOR(S)

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1  
Approved by The Secretary of State of Alabama

**EXHIBIT "A"**

"CLIENT" MEANS DEBTOR OR Disney Enterprises, Inc. d/b/a Staff One Healthcare  
"SECURED PARTY" MEANS CAPITAL TEMPFUNDS, INC.

**The property covered by this Financing Statement includes the following types (or items) of property:**

All presently existing or hereafter arising, now owned or hereafter acquired Accounts (Accounts means any right to receive payment, including such rights conveyed by an assignment of benefits, for services rendered, or goods sold or leased, and delivered which is not evidenced by an instrument or chattel paper), which shall include, but not be limited to, accounts receivable due Client in whole or in part from any account debtor, Customer, Obligors, and/or Third Party Obligors, or any other source, accounts, contract rights, notes, bills, chattel paper, documents, instruments, reserves, reserve accounts, rebates, and general intangibles (including tax refunds) and all books and records pertaining to accounts and all proceeds of the foregoing property, including insurance proceeds, and any additions, accessions, substitutions, renewals, replacements, and extensions of the foregoing property and all proceeds thereof, and specifically including the following: (i) all of Client's rights to receive payments from any source and for any reason (whether characterized as accounts, accounts receivable, chattel paper, choses-in action, contract rights, general intangibles, securities, instruments, notes or otherwise) including, without limitation, Client's right to receive payments for goods and other products sold or leased or for services rendered, whether or not earned by performance or recognized or billed by Client; (ii) all of Client's contract rights including, without limitation, Client's rights distribution contracts, franchise agreements, license agreements, sales contracts, unfilled Customer orders, and lease agreements; (iii) all of Client's cash, drafts, certificates of deposit, general and special deposits and depositor accounts; (iv) all of Client's assets, property and rights now or hereafter in the possession of TempFunds or its agents; and (v) such other assets of the same class or classes as the foregoing hereafter owed or acquired by Client.

All now owned, presently existing or hereafter arising, inventory, wherever located, including without limitation, raw materials, work in process, finished goods, materials and supplies, rolling stock, computer hardware, computer software, programs, stored data, aging schedules, customer lists, books, records, returns, repossessions, trademarks, tradenames, tradestyles, tradedresses, licenses, licensing agreements, copyrights, patent rights and any other intangible property, deposits and credit balances relating thereto and including the proceeds and products thereof and any and all increases, substitutions, replacements, additions, accessions thereto or therefore.

All now owned, presently existing or hereafter acquired leasehold improvements, furniture, fixtures, machinery and equipment, rolling stock, and computer hardware along with all increases, substitutions, replacements, additions, accessions of Client relating thereto, wherever situated together with the proceeds of the aforementioned collateral as security for present and future advances.

**The collateral also includes other assets of the same class or classes as the foregoing hereafter owned or acquired by Debtor, and the Secured Parties shall have a security interest in all such after acquired assets and all additions, replacements, accessions, substitutions, increases, profits, income, distributions and proceeds thereof in any form.**

**NOTICE-PURSUANT TO AN AGREEMENT BETWEEN CLIENT AND SECURED PARTY, CLIENT HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTUOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCE.**

**IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN THE COLLATERAL DESCRIBED HEREIN, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS RECEIVED BY SUCH ENTITY.**

03/01/2001-07216  
01:50 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 17.00

Inst # 2001-07216