

SALE AND SUBSERVICING AGREEMENT

Dated as of August 12, 1999

by and among

**THOSE CORPORATIONS LISTED ON
SCHEDULE 5 ATTACHED HERETO.,**

Individually and collectively as Seller and as Subservicer,

NPF X, INC.,

as Purchaser and as Servicer

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	3
Section 1.1 Certain Defined Terms	3
Section 1.2 Other Terms.....	14
ARTICLE II PURCHASE AND SALE; ESTABLISHMENT OF ACCOUNTS	14
Section 2.1 Purchase and Sale.....	14
Section 2.2 Conveyance of Receivables.....	14
Section 2.3 Establishment of Accounts; Conveyance of Interests Therein; Investment	16
Section 2.4 Grant of Security Interest	17
Section 2.5 Further Action Evidencing Purchases	18
Section 2.6 Eligible Receivables	18
Section 2.7 Offsets	18
Section 2.8 Administrative Fee	19
Section 2.9 Assignment of Agreement.....	19
ARTICLE III CONDITIONS OF PURCHASES	19
Section 3.1 Conditions Precedent to Effectiveness of Agreement	19
Section 3.2 Conditions Precedent to All Purchases	21
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER	21
Section 4.1 Representations and Warranties as to the Seller	21
Section 4.2 Representations and Warranties of the Seller as to Purchased Receivables	25
Section 4.3 Repurchase Obligations.....	27
ARTICLE V GENERAL COVENANTS OF THE SELLER.....	28
Section 5.1 Affirmative Covenants of the Seller.....	28
Section 5.2 Reporting Requirements of the Seller	29
Section 5.3 Negative Covenants of the Seller	29
ARTICLE VI ACCOUNTS ADMINISTRATION	30
Section 6.1 Collection Account.....	30
Section 6.2 Determinations of the Servicer.....	30
Section 6.3 Distributions from Accounts	31
Section 6.4 Allocation of Moneys following Termination Date	32
Section 6.5 Accounting	32
ARTICLE VII APPOINTMENT OF THE SUBSERVICER AND SUCCESSOR SERVICER ..	32
Section 7.1 Appointment of the Subservicer.....	32
Section 7.2 Additional Subservicers	33
Section 7.3 Duties and Responsibilities of the Subservicer	33
Section 7.4 Authorization of the Servicer	35
Section 7.5 Subservicing Fee; Subservicing Expenses	36
Section 7.6 Annual Statement as to Compliance	36
Section 7.7 Transfer of Servicing Between Subservicer and Servicer	36
Section 7.8 Subservicer Not to Resign.....	37
Section 7.9 Appointment of the Successor Subservicer.....	37
Section 7.10 Duties of the Subservicer to the Successor Servicer	37
Section 7.11 Effect of Termination or Resignation.....	38

ARTICLE VIII EVENTS OF SELLER DEFAULT.....	38
Section 8.1 Events of Seller Default	38
ARTICLE IX INDEMNIFICATION	40
Section 9.1 Indemnities by the Seller	40
Section 9.2 Security Interest.....	41
ARTICLE X MISCELLANEOUS.....	42
Section 10.1 Notices, Etc.	42
Section 10.2 Remedies	42
Section 10.3 Binding Effect; Assignability.....	42
Section 10.4 Costs, Expenses and Taxes	42
Section 10.5 Amendments; Waivers; Consents	43
Section 10.6 GOVERNING LAW; WAIVER OF JURY TRIAL	43
Section 10.7 Execution in Counterparts; Severability.....	44

Schedule 1	Ineligible Medicaid States
Schedule 2	Ineligible Blue Cross/Blue Shield Plans
Schedule 3	Seller’s Payor and Provider Numbers
Schedule 4	List of Names Under Which Seller is Doing Business and Addresses at Which Seller is Doing Business
Schedule 5	Seller Names and State of Incorporation
Schedule 6	Litigation Pending Against Seller

Exhibit A	Form of Notice to Payors
Exhibit B	Form of Lockbox Account Agreement
Exhibit C	Form of Purchase Assignment
Exhibit D	Form of Officer’s Certificate for the Seller
Exhibit E	Form of Opinion of Counsel for the Seller
Exhibit F	Form of Repurchase Assignment
Exhibit G	Form of Section 6.2 Determination of the Servicer

THIS SALE AND SUBSERVICING AGREEMENT (the “Agreement”), dated as of August 12, 1999, by and among **THOSE CORPORATIONS LISTED ON SCHEDULE 5 ATTACHED HERETO**, as Seller (individually and collectively as such, together with its successors and permitted assigns, the “Seller”) and as Subservicer hereunder (individually and collectively as such, together with its successors and permitted assigns, the “Subservicer”), **NPF X, INC.**, an Ohio corporation, as Purchaser (as such, together with its successors and permitted assigns, the “Purchaser”), and as Servicer (as such, together with its successors and permitted assigns, the “Servicer”).

WITNESSETH:

WHEREAS, the Seller desires to sell certain health care receivables originated by the Seller;

WHEREAS, the Purchaser is a special purpose corporation formed for the purpose of purchasing certain health care receivables and funding such purchases with the proceeds from the issuance of promissory notes;

WHEREAS, the Seller and the Purchaser intend that the Purchaser will purchase certain health care receivables from the Seller from time to time;

WHEREAS, the Seller intends to seek reimbursement from Medicare for the cost of funds associated with the transactions contemplated by this Agreement;

WHEREAS, the Purchaser and the Servicer make no representations or warranties with respect to the Seller’s intentions to seek reimbursement from Medicare for the cost of funds associated with the transactions contemplated by this Agreement;

WHEREAS, the parties acknowledge that Medicare, as a creditor, may have recourse and/or a right to offset certain payments due to the Seller;

WHEREAS, the Purchaser has appointed the Servicer to perform certain servicing, administrative and collection functions in respect of the receivables purchased by the Purchaser under this Agreement (the “Purchased Receivables”);

WHEREAS, in order to effectuate the purposes of this Agreement, the Purchaser and the Servicer desire that the Subservicer be appointed to perform certain servicing, administrative and collection functions in respect of the Purchased Receivables;

WHEREAS, the Seller has been requested and is willing to act as the Subservicer; and

WHEREAS, the Seller acknowledges and consents to the Purchaser’s anticipated assignment to an affiliate of all its right, title, interest and obligations with respect to this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

“Accreditation” means certification by the JCAHO that a facility fully complies with the standards set by the JCAHO for operation of such facility.

“Additional Subservicer” has the meaning specified in Section 7.2.

“Additional Subservicing Agreement” has the meaning specified in Section 7.2.

“Adverse Claim” means any claim of ownership or any lien, security interest or other charge or encumbrance, or other type of preferential arrangement having the effect of a lien or security interest.

“Administrative Fee” means, as of any Purchase Date, an amount equal to 8.50% of the Net Value of Purchased Receivables purchased on such Purchase Date, deposited, for subservicing expenses, with the Servicer, reimbursable, from time to time, in whole or in part, to the Seller in its capacity as Subservicer by payment of the Subservicing Fee.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person within the meaning of control under Section 15 of the Securities Act of 1933.

“Base Rate” means, as of any Purchase Date, a percentage equal to 10.5% per annum.

“Billed Amount” means, with respect to any Receivable the amount billed or billable to the related Payor with respect thereto, for the provision of medical service or products prior to the related Purchase Date, prior to the application of any Contractual Allowance.

“Billing Date” means the earlier of (a) the date on which the claim with respect to a Receivable was submitted to the related Payor; or (b) 20 days from the end of the month in which the services are rendered to the applicable patient by the Seller with respect to a particular Receivable.

“Blue Cross/Blue Shield Contract” means any and all agreements currently in force between the Seller and any Blue Cross/Blue Shield plan.

“Business Day” means any day of the year other than a Saturday, Sunday or any day on which banks are required, or authorized, by law to close in the State of Ohio, the State of New York or the State of Tennessee.

“CHAMPUS” means the Civilian Health and Medical Program of the Uniformed Service, a program of medical benefits covering retirees and dependents of a member or a former member of a uniformed service, provided, financed and supervised by the United States Department of Defense established by 10 USC §§ 1071 et seq.

“CHAMPUS Receivable” means a Receivable payable pursuant to CHAMPUS.

“CHAMPUS Regulations” means collectively, all regulations of the Civilian Health and Medical Program of the Uniformed Services including (a) all federal statutes (whether set forth in 10 USC 1071 or elsewhere) affecting CHAMPUS; and (b) all applicable provisions of all rules, regulations (including 32 CFR 199), manuals, orders, and administrative, reimbursement and other guidelines of all Governmental Authorities (including, without limitation, HHS, the Department of Defense, the Department of Transportation, the Assistant Secretary of Defense (Health Affairs), and the Office of CHAMPUS, or any Person or entity succeeding to the functions of any of the foregoing) promulgated pursuant to or in connection with any of the foregoing (whether or not having the force of law), in each case as may be amended, supplemented or otherwise modified from time to time.

“CHAMPVA” means the Civilian Health and Medical Program of the Veterans Administration, a program of medical benefits covering (a) the dependents of veterans who have been rated by VA as having a total and permanent disability, (b) the survivors of veterans who died from VA-rated service-connected conditions, or (c) those who at the time of death, were rated permanently and totally disabled from a VA-rated service-connected condition.

“CHAMPVA Receivables” means a Receivable payable pursuant to CHAMPVA.

“CHAMPVA Regulations” means collectively, all regulations of the Civilian Health and Medical Program of the Veterans Administration, including (a) all federal statutes (whether set forth in 38 USC § 1713 or elsewhere) affecting CHAMPVA; and (b) all applicable provisions of all rules, regulations (including 38 CFR 17), manuals, orders, and administrative, reimbursement and other guidelines of all Governmental Authorities (including, without limitation, HHS, the Department of Defense, the Department of Transportation, the Assistant Secretary of Defense (Health Affairs), and the Office of CHAMPVA, or any Person or entity succeeding to the functions of any of the foregoing) promulgated pursuant to or in connection with any of the foregoing (whether or not having the force of law), in each case as may be amended, supplemented or otherwise modified from time to time.

“Closing Date” means August 12, 1999.

“Collection Account” means the trust account maintained with the Trustee described in Section 2.3(c).

“Collections” means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable.

“Commercial Lockbox Account” has the meaning specified in Section 2.3(a).

“Concentration Limits” means: the following expressed as a percentage or Dollar amount of the aggregate Net Value of the Purchased Receivables then outstanding:

- (a) Receivables payable by Blue Cross and Blue Shield Payors - 25%;
- (b) Receivables for which any one commercial insurer or HMO, PPO or other similar managed care program or Provider Payor is Payor during the time such Payor has a long-term rating of “A” or better but less than “AA” from D&P or if such Payor is not rated by D&P, then which has a long-term rating of “A” or better but less than “AA” from S&P - 10%; and
- (c) Receivables payable by all commercial insurance Payors, HMO, PPO or other similar managed care program Payors and Provider Payors which are unrated or which have a long-term rating of below “A” from D&P or, if unrated by D&P, which have long-term ratings below “A” from S&P - 5%.

“Contract” means an agreement (or agreements), pursuant to, or under which, a Payor shall be obligated to pay the Seller for services rendered or merchandise sold to patients of the Seller from time to time.

“Contractual Allowance” means an amount verified by the Servicer in accordance with historical liquidation experience (actual collections received on the Billed Amount within 180 days of the Billing Date) and current reimbursement schedules by Payor Class by which the amount of charges billed or billable to any Payor are to be adjusted to reflect the entitled reimbursement pursuant to any contract or other arrangement between such Payor and the Seller.

“Credit Deficiency” has the meaning specified in Section 6.2(d).

“Current Net Value Amount” has the meaning specified in Section 6.2(c).

“Debt” of any Person means material (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) obligations of such Person to pay the deferred purchase price of property or services, (d) obligations of such Person as lessee under leases which have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (e) obligations secured by any lien or other charge upon property or assets owned by such Person,

even though such Person has not assumed or become liable for the payment of such obligations, (f) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above, and (g) liabilities in respect of unfunded vested benefits under plans covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended; provided, however, that trade payables incurred in the normal course of business shall be excluded from the above.

“Defaulted Receivable” means a Receivable as to which, on any Determination Date (a) any part of the Net Value thereof remains unpaid for more than 180 days from the Billing Date for such Receivable; or (b) the Payor thereof has taken any action, or suffered any event to occur, of the type described in Section 8.1(c); or (c) the Servicer or the Subservicer otherwise deems any part of the Net Value thereof to be uncollectible.

“Determination Date” means the Business Day preceding the Purchase Date of each week.

“Discharge Date” means, with respect to any Receivable, the date of discharge by a Seller of the related patient, in the case of an in-patient and the Billing Date, in the case of an out-patient and a Receivable originated by a nursing home.

“Dollar” and **“\$”** means lawful money of the United States of America.

“DRG Code” means the Diagnosis Related Group code assigned by HCFA.

“D&P” means Duff & Phelps Credit Rating Co., its successors and assigns.

“Eligible Payor” means a Payor which is

- (a) (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 other than those listed on Schedule 2; (iii) during such time as the Seller is the Subservicer hereunder, (A) Medicare, (B) Medicaid plans other than those administered by the states listed on Schedule 1, (C) CHAMPUS or (D) CHAMPVA; (iv) a HMO, PPO or other similar managed care program, each organized under the laws of any jurisdiction in the United States, having its principal office in the United States; or (v) a Provider Payor provided that a Provider Payor shall not be an Eligible Payor without the consent of the Servicer;
- (b) not an Affiliate of any of the parties hereto;

- (c) in the case of (a) (i) (ii), (iv) and (v) above, in receipt of a letter substantially in the form of Exhibit A hereto; and
- (d) not subject to bankruptcy or insolvency proceedings at the time of sale of the Receivable to the Purchaser.

“Eligible Receivable” means, at any time, a Receivable as to which the representations and warranties of Section 4.2 are true and correct in all respects at the time of Purchase.

“Eligible Receivable Amount” means, with respect to any Eligible Receivable, an amount equal to its Billed Amount after giving effect to any Contractual Allowance with respect to such Eligible Receivable.

“Equity Account” means the trust account of the Purchaser maintained with the Trustee titled “Equity Account.”

“Event of Seller Default” has the meaning specified in Section 8.1.

“Governmental Authority” means the United States of America, federal, any state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions thereof or pertaining thereto.

“Governmental Consents” has the meaning specified in Section 4.1(h).

“HCFA” means the Health Care Financing Administration, an agency of the HHS charged with administering and regulating, inter alia, certain aspects of Medicaid and Medicare.

“Health Facility License” means a license issued by a state health agency or similar agency or body certifying that the facility has been inspected and found to comply with applicable laws for operating such a health facility.

“HHS” means the Department of Health and Human Services, an agency of the Federal Government of the United States.

“HMO” means a health maintenance organization.

“Indemnified Amounts” has the meaning specified in Section 9.1(a).

“Indemnified Party” has the meaning specified in Section 9.1(a).

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

“Investment Income” means income of any nature from the investment or deposit of funds in the Seller Credit Reserve Account or Offset Reserve Account or any other reserve or account required hereunder.

“JCAHO” means the Joint Commission for Accreditation of Health Care Organizations.

“Lockbox Account” has the meaning specified in Section 2.3(a).

“Lockbox Account Agreement” means an agreement among the Servicer and a depository institution satisfactory to the Purchaser with respect to the Commercial Lockbox Account and among the Seller, the Servicer and a depository institution satisfactory to the Purchaser with respect to the Medicare Lockbox Account, in each case (a) providing that all Collections therein shall be remitted directly by such depository institution to the Collection Account within one Business Day of receipt and (b) otherwise satisfactory to the Purchaser.

“Medicaid” means the medical assistance program established by Title XIX of the Social Security Act (42 USC §§ 1396 et seq.) and any statutes succeeding thereto.

“Medicaid Certification” means certification of a facility by HCFA or a state agency or entity under contract with HCFA that the facility fully complies with all the conditions of participation set forth in Medicaid Regulations.

“Medicaid Provider Agreement” means an agreement entered into between a federal or state agency or other such entity administering the Medicaid program and a health care facility under which the health care facility agrees to provide services or merchandise for Medicaid patients in accordance with the terms of the agreement and Medicaid Regulations.

“Medicaid Receivable” means a Receivable payable pursuant to a Medicaid Provider Agreement.

“Medicaid Regulations” means, collectively, (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting Medicaid; (b) all state statutes and plans for medical assistance enacted in connection with such statutes and federal rules and regulations promulgated pursuant to or in connection with such statutes; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement and other guidelines of all Governmental Authorities (including, without limitation, HHS, HCFA, the office of the Inspector General for HHS, or any Person succeeding to the functions of any of the foregoing) promulgated pursuant to or in connection with any of the foregoing (whether or not having the force of law), in each case as may be amended, supplemented or otherwise modified from time to time.

“Medicare” means the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 USC §§ 1395 et seq.) and any statutes succeeding thereto.

“Medicare Certification” means certification of a facility by HCFA or a state agency or entity under contract with HCFA that the facility fully complies with all the conditions of participation set forth in Medicare Regulations.

“Medicare Lockbox Account” has the meaning specified in Section 2.3(a).

“Medicare/Medicaid Offset” means, with respect to Medicare Receivables and Medicaid Receivables, an offset against payment thereof, which has occurred due to a Medicare or Medicaid settlement.

“Medicare Provider Agreement” means an agreement entered into between a federal or state agency or other such entity administering the Medicare program and a health care facility under which the health care facility agrees to provide services or merchandise for Medicare patients in accordance with the terms of the agreement and Medicare Regulations.

“Medicare Receivable” means a Receivable payable pursuant to a Medicare Provider Agreement.

“Medicare Regulations” means, collectively, (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting Medicare; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement and other guidelines of all Governmental Authorities (including, without limitation, HHS, HCFA, the Office of the Inspector General for HHS, or any Person succeeding to the functions of any of the foregoing) promulgated pursuant to or in connection with the foregoing (whether or not having the force of law), as each may be amended, supplemented or otherwise modified from time to time.

“Net Administrative Fee” means, as of any Purchase Date, an amount equal to the Administrative Fee minus the Subservicing Fee for such Purchase Date (but not less than zero).

“Net Subservicing Fee” means, as of any Purchase Date, an amount equal to the Subservicing Fee minus the Administrative Fee for such Purchase Date (but not less than zero).

“Net Value” of any Receivable at any time means an amount (not less than zero) equal to (a)(i) the Eligible Receivable Amount multiplied by (ii) 0.97; minus (b) all payments received from the Payor with respect thereto; provided, that if the Servicer makes a determination that all payments by the Payor with respect to such Receivable have been made, the Net Value shall be zero, and provided, further, that for purposes of calculations under Article VI, the Net Value of a Defaulted Receivable shall be zero and no deductions in Net Value will be made until such time as the Servicer has received Collections with respect to a Purchased Receivable and processed the related Remittance Advice.

“Officers’ Certificate” means a certificate signed by two persons, one of whom shall (a) hold the office of the Chairman of the Board, President, Vice President or Treasurer and (b) the second of whom shall hold (i) any of the offices described in the preceding clause (a) or (ii) the office of Assistant Treasurer, Secretary or Assistant Secretary.

“Offset Reserve Account” means the trust account maintained with the Trustee as specified in Section 2.3(b).

“Other Sellers” has the meaning specified in Section 2.7.

“Paid Receivable” means, as of any Determination Date, a Purchased Receivable as to which a payment by the Payor with respect to such Receivable has been received.

“Paid Receivables Amount” has the meaning specified in Section 6.2(b).

“Payor” means, with respect to any Receivable, the Person primarily obligated to make payments in respect thereto.

“Payor Class” means, with respect to any Payor, one of the following: (a) commercial insurance Payors; (b) Medicare Payors; (c) Medicaid Payors; (d) Blue Cross/Blue Shield Payors; (e) CHAMPUS Payors; (f) CHAMPVA Payors; (g) HMO and PPO Payors; and (h) Provider Payors.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, voluntary association, joint venture, a government or any agency or political subdivision thereof, or any other entity of whatever nature.

“PPO” means a preferred provider organization.

“Principal Amortization Event” means an event under any loan agreement or indenture following which the funding of the Purchaser to be utilized in purchasing Receivables hereunder may be terminated.

“Prior Net Value Amount” has the meaning specified in Section 6.2(a).

“Program Fee” means, (a) as of the first Purchase Date in any month, an amount determined by the Servicer, equal to (i) 1/12 of the annualized Base Rate multiplied by (ii) the aggregate Net Value of all Purchased Receivables including (A) Defaulted Receivables (net of recoveries) and (B) those Receivables to be purchased on such Purchase Date; and (b) as of any subsequent Purchase Date in any month, an amount determined by the Servicer, equal to (i) 7/360 of the annualized Base Rate multiplied by (ii) any increase in the aggregate Net Value of all Purchased Receivables since such first Purchase Date including (A) Defaulted Receivables (net of recoveries) and (B) those Receivables to be purchased on such Purchase Date.

“Provider Payor” means any medical services provider reimbursed by an HMO, PPO or managed care program, commercial insurer, Medicare, Medicaid, CHAMPUS or CHAMPVA organized under the laws of any jurisdiction in the United States, having its principal office in the United States.

“Purchase” means a purchase by the Purchaser of Eligible Receivables from the Seller pursuant to Section 2.2.

“Purchase Account” means the trust account of the Purchaser maintained with the Trustee titled “NPF X - Purchase Account.”

“Purchase Assignment” means the assignment of Purchased Receivables entered into between the Seller and the Purchaser on the initial Purchase Date and any subsequent Purchase Date upon Purchaser’s request substantially in the form of Exhibit C.

“Purchase Commitment” means an amount not to exceed \$10,500,000.

“Purchase Date” means the Closing Date and thereafter, Wednesday of each week or the preceding Business Day if such day is not a Business Day.

“Purchase Notice” means a notice in a form acceptable to the Purchaser, which enables the Purchaser to identify all Eligible Receivables owned on such date by the Seller, and the Required Information with respect thereto, segregated by Payor Class.

“Purchase Price” has the meaning specified in Section 2.2(b).

“Purchased Receivable” means any Receivable which has been purchased by the Purchaser hereunder, including a Rejected Receivable prior to its repurchase. Notwithstanding anything to the contrary herein, Purchased Receivable shall only refer to a Receivable (or part thereof) payable by the primary Payor thereof.

“Purchaser” means NPF X, Inc., an Ohio corporation, together with its successors and assigns.

“Rebilled Receivable” means a Receivable which has been revised and rebilled to an Eligible Payor as a result of reclassification of such Receivable previously determined by the Subservicer or the Servicer to be other than an Eligible Receivable.

“Receivable” means (a) an account receivable billed or billable to a Payor arising from the provision of health care services (and any services or sales ancillary thereto) by the Seller including the right to payment of any interest or finance charges and other obligations of such Payor with respect thereto;

(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 Receivable;

(d) all Collections with respect to any of the foregoing;

(e) all Records with respect to any of the foregoing; and

(f) all proceeds of any of the foregoing.

“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 Seller or the Subservicer with respect to Receivables (including Purchased Receivables) and the related Payors.

“Rejected Amount” has the meaning specified in Section 6.2(e).

“Rejected Receivable” has the meaning specified in Section 4.3.

“Related Documents” means each Purchase Assignment, the Lockbox Account Agreement and all documents required to be delivered thereunder and under this Agreement.

“Remittance Advice” means, in respect of a Receivable, written confirmation received by the Servicer from the Subservicer or the related Payor of the amount paid on a patient specific Receivable.

“Required Information” means, with respect to a Receivable, (a) the Payor, (b) the DRG Code, if applicable, (c) the Eligible Receivable Amount, (d) the Billing Date, (e) the patient account number and (f) the Discharge Date, if applicable.

“S & P” means Standard & Poor’s Corporation, and its successors and assigns.

“Seller” means those corporations listed on Schedule 5 attached hereto, together with its successors and assigns.

“Seller Credit Reserve Account” means the trust account maintained with the Trustee as specified in Section 2.3(b).

“Service Date” means the date on which services are rendered to the applicable patient or health care facility with respect to a particular Receivable.

“Servicer” means NPF X, Inc., an Ohio corporation, or any Person designated as the successor Servicer, and its successors and assigns, from time to time.

“Servicing Officer” means any officer of the Subservicer involved in, or responsible for, the administration and servicing of the Purchased Receivables whose name appears on an Officer’s Certificate listing servicing officers furnished to the Purchaser and the Servicer by the Subservicer, as amended, from time to time.

“Servicing Records” means all 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 Subservicer or the Servicer with respect to the Purchased Receivables and the related Payors.

“Specified Credit Reserve Balance” means, with respect to the Seller in the Seller Credit Reserve Account, as of any Purchase Date, an amount equal to 6.50% of the Net Value of Purchased Receivables including (a) Defaulted Receivables (net of recoveries) and (b) those Receivables to be purchased on such Purchase Date.

“Specified Offset Reserve Balance” means, with respect to the Seller in the Offset Reserve Account, as of any Purchase Date, an amount equal to the greater of (a) 2.0% of the Net Value of Purchased Receivables including (i) Defaulted Receivables (net of recoveries) and (ii) those Receivables to be purchased on such Purchase Date; and (b) 1.5 times the most recent year’s aggregate audited Medicare and Medicaid cost report liabilities for the Seller.

“Subservicer” means the Seller, or any Person designated as Subservicer, from time to time, hereunder.

“Subservicing Fee” has the meaning specified in Section 7.5.

“Subservicing Officer” means any officer of the Subservicer involved in, or responsible for, the administration and servicing of the Purchased Receivables whose name appears on an Officer’s Certificate listing servicing officers furnished to the Servicer by the Subservicer, as amended, from time to time.

“Subsidiary” means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

“Termination Date” means the earlier of (a) August 12, 2000, (b) 30 days after the Purchaser’s receipt of written notice of termination by the Seller or (c) the date of declaration or automatic occurrence of the Termination Date pursuant to Section 8.1

“Trustee” means The Chase Manhattan Bank, a national banking association, or any successor Trustee appointed by the Purchaser.

“UCC” means the Uniform Commercial Code as from time to time in effect in the state of the location of the Seller’s chief executive office.

Section 1.2 Other Terms.

All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. All terms used in Article 9 of the UCC, and not specifically defined herein, are used herein as defined in such Article 9.

ARTICLE II

PURCHASE AND SALE; ESTABLISHMENT OF ACCOUNTS

Section 2.1 Purchase and Sale.

The Seller does hereby agree to sell, transfer, assign, set over and convey to the Purchaser, without recourse except as otherwise set forth herein, all right, title and interest of the Seller in and to the Purchased Receivables sold pursuant to this Agreement and the Purchaser does hereby agree to purchase Eligible Receivables pursuant to the terms of this Agreement; provided, that with respect to each Purchased Receivable which is a Medicare Receivable, a Medicaid Receivable, a CHAMPUS Receivable or a CHAMPVA Receivable, the Seller, as Subservicer hereunder, shall retain all rights of collection with respect to such Receivable.

Section 2.2 Conveyance of Receivables.

(a) No later than 2:00 p.m. Eastern Time on the fifth Business Day prior to each Purchase Date, the Seller shall deliver, or cause to be delivered, to the Servicer a Purchase Notice. In the event that the Seller does not provide such notification, the Purchaser will have no obligation to purchase any Eligible Receivable on such Purchase Date. Upon receipt of a Purchase Notice, the Servicer, in its sole discretion, as agent for the Purchaser, shall determine which, if any, of the Eligible Receivables specified therein the Purchaser shall purchase. In the event the Servicer determines (the determination of the Servicer being conclusive in this regard) that any Receivables identified on such notice are not Eligible Receivables, such Receivables shall not be eligible for sale on such Purchase Date. On each Purchase Date, following its selection, if any of Eligible Receivables, the Servicer will determine the Purchase Price in accordance with the subsection (b) hereof. The Seller shall be obligated to execute and deliver to the Purchaser a Purchase Assignment with respect to Purchased Receivables as of the initial Purchase Date and thereafter upon the written request of the Purchaser. Notwithstanding the foregoing, the Purchaser shall have no obligation to purchase Receivables from the Seller to the extent the aggregate Net Value of all Purchased Receivables (other than Defaulted Receivables) is in excess of the Purchase Commitment.

(b) The Purchase Price with respect to Purchased Receivables purchased on any Purchase Date shall be an amount (not less than zero) equal to (i) the aggregate Net Values

of such Purchased Receivables; minus (ii) the sum of (A) the Program Fee as of such Purchase Date; (B) the amount, if any, by which the amount in the Seller Credit Reserve Account deposited hereunder (net of withdrawals required hereunder) is less than the Specified Credit Reserve Balance as of such Purchase Date (which amount will be the full Specified Credit Reserve Balance on the initial Purchase Date); and (C) the amount, if any, by which the amount in the Offset Reserve Account deposited hereunder (net of withdrawals required hereunder) is less than the Specified Offset Reserve Balance as of such Purchase Date (which amount will be the full Specified Offset Reserve Balance on the initial Purchase Date) and (D) the Net Administrative Fee due to the Servicer. Following delivery of a duly executed Purchase Assignment, subject to the satisfaction of the conditions set forth in Section 3.2, the Purchaser shall, by withdrawal from the Purchase Account, (w) pay to the Seller the Purchase Price for all Purchased Receivables purchased on such Purchase Date, (x) deposit the Program Fee in the Equity Account, (y) make a deposit in the amount set forth in (B) above, if any, in the Seller Credit Reserve Account, and (z) make a deposit in the amount set forth in (C) above, if any, in the Offset Reserve Account, and pay to the Servicer the Net Administrative Fee. Payment of such Purchase Price shall be made by the Servicer, as agent for the Purchaser, causing the Trustee to effect such payment. In the event the Purchase Price is zero on any Purchase Date, the Purchaser shall only be required to make deposits specified in (x), (y), and (z) above in an amount equal to the Net Value of such Purchased Receivables as of such Purchase Date, with priority being given in the foregoing order. In the event the Purchase Price on such Purchase Date is less than the Program Fee (including where no Receivables are purchased on such Purchase Date), in order to satisfy the Seller's obligation to pay the Program Fee on such Purchase Date, the Servicer shall cause (i) the Purchase Price on such Purchase Date to be deposited in the Equity Account; and (ii) the Trustee to withdraw from the Offset Reserve Account and deposit in the Equity Account, an amount equal to the Program Fee on such Purchase Date minus the Purchase Price on such Purchase Date to the extent funds deposited hereunder (net of withdrawals required hereunder) in the Offset Reserve Account are in excess of the Specified Offset Reserve Account. To the extent funds deposited hereunder (net of withdrawals required hereunder) in the Offset Reserve Account do not exceed the Specified Offset Reserve Balance, in order to satisfy the Seller's obligation to pay the Program Fee on such Purchase Date (i) the Servicer shall cause the Purchase Price on such Purchase Date to be deposited in the Equity Account; and (ii) the Seller shall, without demand, pay to the Purchaser an amount equal to the Program Fee on such Purchase Date minus the Purchase Price on such Purchase Date and the Purchaser shall deposit such funds in the Equity Account.

(c) Following payment of the Purchase Price on any Purchase Date, ownership of each Purchased Receivable will be vested in the Purchaser. The Seller shall not take any action inconsistent with such ownership and shall not claim any ownership interest in any Purchased Receivable. Documents (other than medical records, which shall be retained by the Seller) relating to the Purchased Receivables shall be held in trust by the Seller and the Subservicer, for the benefit of the Purchaser as the owner thereof, and possession of any Required Information or incident relating to the Purchased Receivables so retained is for the sole purpose of facilitating the servicing of the Purchased Receivables. Such retention and possession is at the will of the Purchaser and in a custodial capacity for the benefit of the Purchaser only. To further evidence such sale, at the request of the Purchaser, the Seller shall (i) mark conspicuously

each invoice evidencing each Purchased Receivable with a legend, acceptable to the Purchaser, evidencing that the Purchaser has purchased all right and title thereto and interest therein as provided in this Agreement; (ii) mark its master data processing records evidencing such Purchased Receivables with such legend; and (iii) send notification to Payors as to the transfer of such interest in the Purchased Receivables.

Section 2.3 Establishment of Accounts; Conveyance of Interests Therein; Investment.

(a) Lockbox Account. Prior to the execution and delivery of this Agreement, the Seller shall (i) establish and maintain at the Seller's expense (A) an account in the name of the Seller with a depository institution satisfactory to the Purchaser (the "Medicare Lockbox Account") into which all Collections in respect of Medicaid, Medicare, CHAMPUS and CHAMPVA Receivables shall be deposited and (B) an account in the name of the Servicer into which all Collections from Eligible Payors in respect of other Receivables shall be deposited (the "Commercial Lockbox Account"); provided that neither the Seller nor the Servicer shall be permitted to withdraw any amounts from the Commercial Lockbox Account or change the procedures under the Lockbox Account Agreement except in the case of an assignment by the Purchaser of its interests herein under Section 10.3. The Medicare Lockbox Account and the Commercial Lockbox Account are referred to collectively in this Agreement as the "Lockbox Account") and (ii) enter into the Lockbox Account Agreement. The provisions of the Lockbox Account Agreement described in the definition thereof may not be amended without the consent of the Trustee. The Seller hereby agrees to direct each Payor of an Eligible Receivable to remit all payments with respect to such Receivable for deposit in the Commercial Lockbox Account (other than the Payors of Medicaid, Medicare, CHAMPUS and CHAMPVA Receivables which shall be directed to remit all payments with respect to such Receivables for deposit in the Medicare Lockbox Account) by delivering to such Payor a notice attached as Exhibit A hereto. The Seller further agrees not to change such directive to Payors without the prior written consent of the Purchaser and the Servicer. The Seller agrees not to terminate the Medicare Lockbox Account Agreement without first providing the Purchaser and the Servicer with written notice at least 30 days prior to the effective date of such termination. The Seller acknowledges that payments deposited in the Medicare Lockbox Account will be swept from the Medicare Lockbox Account to the Collection Account on a daily basis. The Seller hereby agrees not to change or direct the custodian thereof to modify such sweep order without first providing the Purchaser and the Servicer with written notice at least 30 days prior to the effective date of such change in sweep order. In the event the Seller terminates the Medicare Lockbox Account, changes the sweep order with respect to the Medicare Lockbox Account or the Payors receive any instruction whatsoever from the Seller indicating that Collections with respect to the Eligible Receivables should be sent to any location other than the Lockbox Account, the Seller hereby acknowledges and agrees that such actions would be an express violation of this Agreement, would cause irreparable harm to the Purchaser for which there would be no adequate remedy at law, and agrees and consents to grant the Purchaser specific performance of the terms and provisions of this Agreement. The custodian of the Lockbox Account may rely upon the terms and restrictions set forth in subsection 2.3(a).

(b) Seller Credit Reserve Account; Offset Reserve Account. The Purchaser has established and shall maintain trust accounts with the corporate trust department of the Trustee titled “NPF X - Seller Credit Reserve Account” (the “Seller Credit Reserve Account”) and “NPF X - Offset Reserve Account” (the “Offset Reserve Account”).

(c) Collection Account. The Purchaser has established and shall maintain a trust account with the corporate trust department of the Trustee titled “NPF X - Collection Account” (the “Collection Account”).

(d) The Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to (i) all amounts deposited, from time to time, in the Seller Credit Reserve Account and the Offset Reserve Account and (ii) subject to the provisions of Article VI hereunder, all amounts deposited, from time to time, in the Lockbox Account and the Collection Account. Any Collections in respect of Purchased Receivables held by the Seller or the Subservicer pending transfer to the Collection Account as provided in this Agreement, shall be held by the Seller in trust for the benefit of the Purchaser until such amounts are deposited into the Collection Account or the Lockbox Account. In the event Collections in respect of Purchased Receivables held by the Seller (whether in the Lockbox Account or otherwise) shall not be remitted to the Collection Account on the day of receipt or the following Business Day if the day of receipt is not a Business Day in addition to its other remedies hereunder, the Purchaser shall be entitled to receive a late charge (which shall be in addition to the Program Fee) equal to 12% per annum or the maximum rate legally permitted if less than such rate, calculated as of the first Business Day of such delinquency.

(e) Notwithstanding anything to the contrary herein, the Seller may, but shall not be obligated to, make a deposit at any time in the Seller Credit Reserve Account or the Offset Reserve Account. Further, the Seller is not entitled to, nor shall the Seller have any interest in, Investment Income.

Section 2.4 Grant of Security Interest.

It is the intention of the parties hereto that each payment by the Purchaser to the Seller with respect to Purchased Receivables to be made hereunder shall constitute part of the purchase and sale of such Purchased Receivables. In the event, however, that a court of competent jurisdiction were to hold that the transaction evidenced hereby constitutes a loan and not a purchase and sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under the UCC and any other applicable law, and that the Seller shall be deemed to have granted to the Purchaser a first priority perfected security interest in all of the Seller’s right, title and interest in, to and under the Purchased Receivables; all payments of principal of or interest on such Purchased Receivables; all amounts on deposit from time to time in the Seller Credit Reserve Account and the Offset Reserve Account; and all amounts on deposit with respect to Purchased Receivables from time to time in the Lockbox Account and the Collection Account, all other rights relating to and payments made in respect of this Agreement, and all proceeds of any of the foregoing.

Section 2.5 Further Action Evidencing Purchases.

(a) The Seller agrees that, from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or appropriate, or that the Purchaser may reasonably request, in order to perfect, protect or more fully evidence the transfer of ownership of the Purchased Receivables or to enable the Purchaser to exercise or enforce any of its rights hereunder or under any Purchase Assignment. Without limiting the generality of the foregoing, the Seller will, upon the request of the Purchaser, execute and file such financing or continuation statements, or amendments thereto or assignments thereof, and such other instruments or notices, as may be necessary or appropriate, or as the Purchaser may request.

(b) The Seller hereby authorizes the Purchaser to file one or more financing or continuation statements, and amendments thereto and assignments thereof, relating to all or any of the Purchased Receivables and Collections with respect thereto without the signature of the Seller.

Section 2.6 Eligible Receivables.

All determinations of the Servicer under this Agreement including, without limitation, whether Receivables are Eligible Receivables and the Eligible Receivable Amounts, shall be conclusive.

Section 2.7 Offsets.

The parties acknowledge that the Purchaser and the Servicer have entered into a series of agreements in substantially the form of this Agreement with other sellers of Receivables (“Other Sellers”) and that the Offset Reserve Account has been established to provide liquidity to the Purchaser with respect to Rejected Receivables, whether such Receivables were sold to the Purchaser by the Seller or by Other Sellers. In the event of an offset with respect to a Receivable purchased by the Purchaser from the Seller or an Other Seller and such Rejected Receivable is not repurchased by such Seller or Other Seller in the manner set forth in Section 4.3 herein, the Servicer will cause the Trustee to withdraw the Net Value of such Rejected Receivable from the Offset Reserve Account and deposit it in the Purchase Account. In the event such Receivable was sold to the Purchaser by an Other Seller, the Purchaser agrees to enforce the Other Seller’s obligation to repurchase such Receivable under the terms of its agreement with such Other Seller and to cause the amount of such repurchase by the Other Seller to be deposited in the Offset Reserve Account. The Servicer will maintain a detailed accounting record of all deposits and withdrawals from the Offset Reserve Account including whether a withdrawal was made with respect to a Medicare/Medicaid Offset on a Receivable sold to the Purchaser by the Seller or an Other Seller. For purposes of calculating whether the amount in the Offset Reserve Account deposited by the Servicer on behalf of the Seller (net of withdrawals required hereunder with respect to the Seller) is equal to the Specified Offset Reserve Balance, only withdrawals with respect to a Rejected Receivable sold to the Purchaser by the Seller will be deemed to be with respect to the Seller.

Section 2.8 Administrative Fee.

On each Purchase Date, the Seller shall deposit with the Servicer an amount equal to the Administrative Fee. The Servicer acknowledges that such amount may be offset by the Subservicing Fee pursuant to Section 7.5. Payment of the Net Administrative Fee may be made by application of amounts otherwise payable to the Seller (including the Purchase Price to the extent allocable to the Seller).

Section 2.9 Assignment of Agreement.

The Seller does hereby agree, acknowledge and consent to the assignment by the Purchaser of all of the Purchaser's right, title, interest and obligations with respect to this Agreement. The Seller does hereby further agree to execute and deliver to the Purchaser all documents and amendments presented to the Seller by the Purchaser in order to effectuate the assignment by the Purchaser in furtherance of this Section 2.9 consistent with the terms and provisions of this Agreement.

ARTICLE III

CONDITIONS OF PURCHASES

Section 3.1 Conditions Precedent to Effectiveness of Agreement.

The effectiveness of this Agreement is subject to the condition precedent that the Purchaser and the Servicer shall have received on or before the Closing Date the following, in form and substance satisfactory to the Purchaser and the Servicer:

(a) With respect to the Seller:

(i) the certificate or articles of incorporation of the Seller certified, as of a date no more than ten days prior to the Closing Date, by the Secretary of State of its state of incorporation;

(ii) a Good Standing Certificate, dated no more than ten days prior to the Closing Date, from the respective Secretary of State of its state of incorporation and each state in which the Seller is required to qualify to do business;

(iii) a certificate of the Secretary or Assistant Secretary of the Seller (on which certificate the Servicer and the Purchaser may conclusively rely until such time as the Servicer shall receive from the Seller a revised certificate meeting the requirements of this subsection) certifying as of the Closing Date: (A) the names and true signatures of the officers authorized on its behalf to sign this Agreement and the Related Documents, (B) a copy of the Seller's by-laws or code of regulations, and (C) a copy of the resolutions

of the board of directors of the Seller approving this Agreement, the Related Documents and the transactions contemplated thereby;

(iv) an Officer's Certificate in the form of Exhibit D hereto;

(v) certified copies of Requests for Information or Copies (Form UCC-11) (or a similar search report certified by a party acceptable to the Purchaser), dated a date no more than ten days prior to the Closing Date listing all effective financing statements which name the Seller (under its present name and any previous name) as debtor, together with copies of such financing statements, and searches of applicable federal and state court and agency dockets and lien records showing all judgment liens affecting the Seller or the Eligible Receivables and tax liens; and

(vi) acknowledgment copies of proper financing statements (Form UCC-3), if any, necessary to release all security interests and other rights of any Person in Purchased Receivables previously granted by the Seller including, without limitation, all such releases specified by the Seller prior to the date hereof;

(b) Consents required by, or of, any Person or Governmental Authority, if any, to the closing of the transactions contemplated hereby, in form and substance satisfactory to the Purchaser;

(c) Acknowledgment copies of proper financing statements (Form UCC-1), duly filed, in respect of Purchased Receivables, naming the Seller as the assignor and the Purchaser as the assignee or other, similar instruments or documents, as may be necessary or, in the opinion of the Purchaser or the Servicer, desirable under the UCC of all appropriate jurisdictions or any comparable law to perfect the Purchaser's ownership interests in all Purchased Receivables in which an interest may be assigned hereunder;

(d) Fully executed copies of the Lockbox Account Agreement;

(e) The favorable opinion of counsel to the Seller substantially in the form attached hereto as Exhibit E;

(f) Such other approvals, opinions, documents and instruments, as the Purchaser or the Servicer may reasonably request;

(g) The Seller shall have paid such closing costs as have previously been agreed with the Purchaser; and

(h) The Seller shall have sent each Eligible Payor a notice substantially in the form of Exhibit A.

Section 3.2 Conditions Precedent to All Purchases.

Each Purchase (including the initial Purchase) from the Seller by the Purchaser shall be subject to the further conditions precedent that:

(a) The representations and warranties of the Seller set forth in Sections 4.1 and 4.2 are true and correct on and as of such date, before and after giving effect to such Purchase and to the application of the proceeds therefrom, as though made on and as of such date;

(b) No event has occurred, or would result from such Purchase or from the application of the proceeds therefrom, which constitutes an Event of Seller Default or would constitute an Event of Seller Default, but for the requirement that notice be given or time elapse or both;

(c) The Seller is in compliance with each of its covenants set forth herein;

(d) The Termination Date shall not have occurred;

(e) Each Receivable submitted by the Seller for purchase is an Eligible Receivable; and

(f) The Seller shall have taken such other action, including delivery of approvals, opinions or documents to the Purchaser, as the Purchaser may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLER

Section 4.1 Representations and Warranties as to the Seller.

The Seller (in its capacities as Seller and Subservicer hereunder) represents and warrants to the Purchaser and the Servicer, as of the date hereof and on each subsequent Purchase Date, as follows:

(a) The Seller is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and is duly qualified to do business, and is in good standing in each jurisdiction in which the nature of its business requires it to be so qualified;

(b) The Seller has the power and authority to own and convey all of its properties and assets and to execute and deliver, this Agreement and the Related Documents and to perform the transactions contemplated hereby and thereby;

(c) The execution, delivery and performance by the Seller of this Agreement and the Related Documents, and the transactions contemplated thereby, (i) have been duly authorized by all necessary corporate or other action on the part of the Seller, (ii) do not contravene or cause the Seller to be in default under (A) the Seller's certificate or articles of incorporation or by-laws or code of regulations, (B) any contractual restriction contained in any indenture, loan or credit agreement, lease, mortgage, security agreement, bond, note, or other agreement or instrument binding on or affecting the Seller or its property or (C) any law, rule, regulation, order, writ, judgment, award, injunction, or decree applicable to, binding on or affecting the Seller or its property and (iii) do not result in or require the creation of any Adverse Claim upon or with respect to any of the property of the Seller (other than in favor of the Purchaser as contemplated hereunder);

(d) This Agreement and the Related Documents have been duly executed and delivered on behalf of the Seller and each is the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms;

(e) No consent of, or other action by, and no notice to or filing with, any Governmental Authority or any other party, is required for the due execution, delivery and performance by the Seller of this Agreement or any of the Related Documents or for the perfection of or the exercise by the Purchaser or the Servicer of any of their rights or remedies thereunder;

(f) Except as stated on Schedule 6 attached hereto, there is no pending or threatened action, suit or proceeding, of a material nature against or affecting the Seller, its officers or directors, or the property of the Seller, in any court or tribunal, or before any arbitrator of any kind or before or by any Governmental Authority (i) asserting the invalidity of this Agreement or any of the Related Documents, (ii) seeking to prevent the sale and assignment of any Receivable or the consummation of any of the transactions contemplated thereby, (iii) seeking any determination or ruling that might materially and adversely affect (A) the performance by the Seller or the Subservicer of its obligations under this Agreement or any of the Related Documents, (B) the validity or enforceability of this Agreement or any of the Related Documents, (C) the Receivables or the Contracts or (D) the federal income tax attributes of the Purchases, or (iv) asserting a claim for payment of money in excess of \$50,000 (other than such judgments or orders in respect of which adequate insurance is maintained by the Seller for the payment thereof);

(g) No injunction, writ, restraining order or other order of any material nature adverse to the Seller or the conduct of its business or which is inconsistent with the due consummation of the transactions contemplated by this Agreement has been issued by or filed with a Governmental Authority;

(h) The Seller has complied in all material respects with all applicable laws, rules, regulations, and orders with respect to it, its business and properties and all Receivables and related Contracts (including without limitation, all applicable environmental, health and safety requirements) and all restrictions contained in any indenture, loan or credit agreement,

mortgage, security agreement, bond, note, or other agreement or instrument binding on or affecting the Seller or its property, and has and maintains all permits, licenses, authorizations, registrations, approvals and consents of Governmental Authorities, and all certificates of need for the construction or expansion of or investment in health care facilities, all Health Facility Licenses, Accreditations, Medicaid Certifications and Medicare Certifications necessary for the activities and business of the Seller and each of its Subsidiaries as currently conducted and as proposed to be conducted, the ownership, use, operation and maintenance by each of them of its properties, facilities and assets and the performance by the Seller of this Agreement and the related Documents (hereinafter referred to collectively as “Governmental Consents”);

(i) Without limiting the generality of the prior representation: (A) each Health Facility License, Medicaid Certification, Medicare Certification, Medicaid Provider Agreement, Medicare Provider Agreement and each of the Blue Cross/Blue Shield Contracts of the Seller and each of its Subsidiaries is in full force and effect and has not been amended or otherwise modified, rescinded or revoked or assigned, (B) the Seller and each Subsidiary is in compliance with the requirements of Medicaid, Medicare, CHAMPUS, CHAMPVA and related programs, and the Blue Cross/Blue Shield Contracts, and (C) no condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture, non-renewal of any Governmental Consent applicable to the Seller or any other health care facility owned or operated by the Seller or any of its Subsidiaries, or such facility’s participation in any Medicaid, Medicare, CHAMPUS, CHAMPVA or other similar program, or of any Blue Cross/Blue Shield Contracts and there is no claim that such Governmental Consent, participation or contract is not in full force and effect;

(j) The Seller has filed on a timely basis all tax returns (federal, state, and local) required to be filed and has paid or made adequate provisions for the payment of all taxes, assessments, and other governmental charges due from the Seller;

(k) The primary business of the Seller is the provision of health care services and/or equipment. The Payors’ related provider numbers set forth on Schedule 3 have been issued to the Seller and Schedule 3 is a true and complete list of all provider numbers assigned by Payors to the Seller or its Subsidiaries;

(l) The Medicaid and Medicare cost reports of each facility and of the home office of the Seller for all cost reporting periods ending on or before December 31, 1997, have been examined and audited by (A) as to Medicaid, the state agency, or other HCFA-designated agents or agents of such state agency, charged with such responsibility or (B) as to Medicare, the Medicare intermediary or other HCFA-designated agents charged with such responsibility;

(m) All information heretofore or hereafter furnished by or on behalf of the Seller to the Servicer or the Purchaser in connection with this Agreement or any transaction contemplated hereby is and will be true and complete in all material respects and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading;

(n) [Intentionally Omitted];

(o) [Intentionally Omitted];

(p) [Intentionally Omitted];

(q) The Medicare Lockbox Account and the Commercial Lockbox Account are the only lockbox accounts maintained by the Seller and each Payor of an Eligible Receivable has been directed upon its receipt of the notice attached as Exhibit A hereto, which notice was mailed on the Closing Date, and is required to, remit all payments with respect to such Receivable for deposit in the Commercial Lockbox Account (other than the Payors of Medicaid, Medicare, CHAMPUS and CHAMPVA Receivables which have been directed to remit all payments with respect to such Receivables for deposit in the Medicare Lockbox Account);

(r) The principal place of business and chief executive office of the Seller are located at the address of the Seller set forth under its signature below and there are now no, and during the past four months there have not been, any other locations where the Seller is located (as that term is used in the UCC) or keeps Records except as set forth in the designated space beneath its signature line in this Agreement;

(s) The legal name of the Seller is as set forth on Schedule 5 attached hereto. The Seller has not changed its name in the last six years, and during such period, the Seller did not use, nor does the Seller now use any tradenames, fictitious names, assumed names or “doing business as” names other than those set forth on Schedule 5 attached hereto;

(t) The Receivables of the Seller have been and will continue to be adjusted to reflect reimbursement policies of the Payors with respect thereto; in particular, the Eligible Receivable Amounts of Receivables relating to such Payors do not and shall not exceed amounts the Seller is entitled to receive under any capitation arrangement, fee schedule, discount formula, cost-based reimbursement, or other adjustment or limitation to the usual charges of the Seller;

(u) No Payor of an Eligible Receivable being sold on any Purchase Date has any claim of a material nature against or affecting the Seller or the property of the Seller;

(v) The Seller has not done and shall not do anything to impede or interfere with the collection by the Purchaser of the Purchased Receivables and shall not amend, waive or otherwise permit or agree to any deviation from the terms or conditions of any Purchased Receivable or any related Contract;

(w) The Seller has made and will continue to make all payments to Payors necessary to prevent any Payor from offsetting any earlier overpayment to the Seller against any amounts such Payor owes on a Purchased Receivable;

(x) Each Purchase Notice contains a complete and accurate list of all Eligible Receivables of the Seller as of its date;

(y) This Agreement constitutes a valid transfer, assignment, set-over and conveyance to the Purchaser of all right, title and interest of the Seller in and to the Purchased Receivables now existing and hereafter created;

(z) The Seller has valid business reasons for entering into this Agreement; and

(aa) As of the date first above written, the Seller operates the facilities and/or home health agencies included on Schedule 4 hereto. The Seller is not doing business under any name other than those listed on Schedule 4 hereto. Further, one or more but no more than those names listed on Schedule 4 hereto are payees on the checks received from Eligible Payors.

Section 4.2 Representations and Warranties of the Seller as to Purchased Receivables.

With respect to each Purchased Receivable sold pursuant to this Agreement (including, without limitation, claims which may be satisfied by set-off of any amounts due under any Receivable), the Seller represents and warrants, as of the date hereof and on each subsequent Purchase Date, as follows:

(a) Such Receivable is the primary liability of an Eligible Payor and is or will be recognized by the Eligible Payor as its primary liability;

(b) The Required Information contained in the Purchase Notice is true and correct;

(c) Such Receivable is not a Defaulted Receivable and has not become a Paid Receivable;

(d) The Seller has or will submit all necessary documentation and has or will supply all necessary information for payment of such Receivable to the Payor and has fulfilled all its other obligations, in respect thereof, including verification of the eligibility of the Receivable for payment by such Payor;

(e) Neither the Receivable nor the related Contract has been satisfied, subordinated or rescinded, or except as disclosed in writing to the Purchaser, amended in any manner;

(f) The Eligible Receivable Amount set forth in the applicable Required Information of such Receivable is net of any Contractual Allowance or other modifications and neither the Receivable nor the related Contract has or will be comprised, adjusted, extended, satisfied, subordinated, rescinded, set-off or modified by the Seller or Payor, and is not nor will be subject to compromise, adjustment, extension, satisfaction, subordination, rescission, set-off,

counterclaim, defense, abatement, suspension, deferment, deductible, reduction, termination or modification, whether arising out of transactions concerning the Contract or otherwise;

(g) Such Receivable is an account receivable created through the provision of medically necessary services or merchandise supplied by the Seller in the ordinary course of its business and the sales prices of such services or merchandise were usual, customary and reasonable in the Seller's community for such services;

(h) Such Receivable is an "account" within the meaning of the UCC and is not evidenced by an "instrument" within the meaning of the UCC;

(i) Such Receivable has a Net Value which, when added to the Net Value of all other Receivables of such Payor or in such Payor Class and which constitute Purchased Receivables hereunder, does not exceed the Concentration Limits;

(j) Such Receivable (A) has a Purchase Date no later than 150 days from its Billing Date, (B) with respect to all Purchases following the initial Purchase, the claim with respect to the related Receivable must be submitted to the related Payor no later than 30 days after the Discharge Date of the patient to whom the health care services giving rise to the Receivable were rendered and (C) is not past the statutory limit for collection applicable to the Payor;

(k) The related Contract is, and was at the time of the services giving rise to the Receivable, in full force and effect and constitutes the legal, valid and binding obligation of the Payor enforceable against such Payor in accordance with its terms, such Receivable was created in accordance with the requirements of the Contract and applicable law, including without limitation, to the extent the Receivable is subject to limitations imposed by workers' compensation law or a related Contract and is entitled to be paid pursuant to the terms of the related Contract, and a copy of any related Contract to which the Seller is a party has been delivered to the Purchaser, the amount of the Eligible Receivable does not exceed the limitations so imposed, and each Receivable to which the fees are so restricted has been clearly identified as being subject to such restrictions;

(l) Such Receivable is denominated and payable in Dollars in the United States and the Eligible Receivable Amount of such Receivable is not in excess of \$150,000;

(m) Such Receivable is owned by the Seller free and clear of any Adverse Claim, and the Seller has the right to sell, assign and transfer the same and interests therein as contemplated under this Agreement and, upon such sale, the Purchaser has acquired a valid ownership interest in such Receivable, free and clear of any Adverse Claim;

(n) No consent from the Payor or any other Person shall be required to effect the sale of any Purchased Receivables;

(o) There are no procedures or investigations pending or threatened before any Governmental Authority (i) asserting the invalidity of such Receivable or such Contract, (ii) asserting the bankruptcy or insolvency of the related Payor, (iii) seeking the payment of such Receivable or payment and performance of such Contract or (iv) seeking any determination or ruling that might materially and adversely affect the validity or enforceability of such Receivable or such Contract;

(p) Neither such Receivable nor the related Contract contravenes in any material respect any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to usury, consumer protection, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and no party to such related Contract is in violation of any such law, rule or regulation in any material respect;

(q) Such Receivable complies with such additional criteria and requirements (other than those relating to the collectibility of such Receivables) as the Purchaser may from time to time specify to the Seller following 30 days' notice;

(r) The Seller has no knowledge of any fact which should have led it to expect at the time of sale of such Receivable to the Purchaser that the Eligible Receivable Amount of such Receivable would not be paid in full; and

(s) For state law and bankruptcy purposes, the Seller will treat the sale of each Purchased Receivable pursuant to this Agreement as a sale of, or absolute assignment of its full right, title and ownership interest in, such Purchased Receivable to the Purchaser.

The parties acknowledge that some of the foregoing representations and warranties may have been made only to the best of the Seller's knowledge. Nevertheless, notwithstanding the Seller's lack of knowledge with respect to an inaccuracy of a representation and warranty, the parties agree that any such inaccuracy shall be deemed a breach of the applicable representation or warranty.

Section 4.3 Repurchase Obligations.

Upon discovery by any party hereto of a breach of any representation or warranty in this Article IV which materially and adversely affects the value of a Purchased Receivable or the interests of the Purchaser therein, the party discovering such breach shall give prompt written notice to the other parties hereto. Thereafter, on the next Purchase Date, the Purchase Price for new Purchased Receivables, to the extent sufficient, shall be offset by the Net Value of such Receivable or the Seller, jointly and severally, shall, prior to the succeeding Determination Date, be entitled to or obligated to repurchase such Receivable pursuant to the terms of this Section 4.3 and remit to the Purchaser the Net Value of such Receivable or the Purchaser shall offset the Net Value of such Receivable from other amounts due to the Seller hereunder. Such amount shall be deemed to be Collections of such Receivable (each such Receivable, a "Rejected Receivable") received and shall be deposited in the Collection Account. It is understood and agreed that the

obligation of the Seller with respect to any Rejected Receivable pursuant to this Section 4.3 shall constitute the sole remedy for the breach of any representation or warranty in respect of such Receivable; provided, that the foregoing limitation shall not be construed to limit in any manner the Purchaser's right to (a) in the event the Seller fails to effect a repurchase as set forth herein above offset against any amounts it owes the Seller under this Agreement (including any Purchase Price), the Net Value of such Rejected Receivable; or (b) declare the Termination Date to have occurred or to terminate the responsibilities of the Subservicer hereunder to the extent that such breaches also constitute an Event of Seller Default. Except as set forth in Section 4.3, the Seller shall have no right to repurchase or remit funds with respect to any Purchased Receivable.

ARTICLE V

GENERAL COVENANTS OF THE SELLER

Section 5.1 Affirmative Covenants of the Seller.

The Seller shall, unless the Purchaser shall otherwise consent in writing:

(a) Comply in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties and all Receivables, related Contracts and Collections with respect thereto;

(b) Preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation and continue to operate its business in the manner set forth in Section 4.1(a);

(c) Cause to be delivered to the Purchaser on or before February 28 of each year beginning with February 28, 2000, (i) an Officer's Certificate of the Seller in the form of Exhibit D, dated the date of such delivery; and (ii) an opinion of counsel, in form and substance satisfactory to the Purchaser, reaffirming as of the date of its delivery of the opinion of counsel which the Seller delivered to the Purchaser and the Servicer on the Closing Date pursuant to Section 3.1(e);

(d) Deposit all Collections received in respect of Purchased Receivables into the appropriate Lockbox Account within five Business Days of receipt; and

(e) Make all payments to any Payors necessary to prevent the Payor from offsetting a prior overpayment to the Seller against any amount the Payor owes on a Purchased Receivable.

(f) Timely, pay the Program Fee and all amounts due to the Purchaser under Sections 2.2, 2.3, 4.3, 9.1(a) and (b), and 10.4 of this Agreement.

Section 5.2 Reporting Requirements of the Seller.

The Seller shall furnish, or cause to be furnished, to the Purchaser:

(a) As soon as available, and in any event within 60 days after the end of each of the first three quarters of its fiscal year a consolidated and consolidating financial statements of the Seller and its consolidated Subsidiaries, if any, as of the end of such quarter, for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, certified by the chief financial officer or chief accounting officer of the Seller;

(b) As soon as available and in any event within 180 days after the end of its fiscal year, a copy of the consolidated and consolidating financial statement of the Seller and its consolidated Subsidiaries, if any, as of the end of such year and the related consolidated statements of income and retained earnings, and of cash flow, of the Seller and its consolidated Subsidiaries, if any, for such year, in each case audited by a firm of independent public accountants acceptable to the Servicer;

(c) Promptly after the sending or filing thereof, copies of all reports which the Seller files with any Governmental Authority as they relate to the Seller's Receivables or sends to any of its security holders and a copy of the annual report (if any) of the Seller;

(d) As soon as possible and in any event within ten Business Days after the occurrence of an Event of Seller Default (including without limitation a material adverse change in the financial condition of the Seller as determined by the Servicer) or each event which, with the giving of notice or lapse of time or both, would constitute an Event of Seller Default, the statement of the chief executive officer of the Seller setting forth complete details of such Event of Seller Default and the action which the Seller has taken, is taking and proposes to take with respect thereto; and

(e) Promptly, from time to time, such other information, documents, records or reports respecting the Receivables or the Contracts or the condition or operations, financial or otherwise, of the Seller, or the Seller or any of its Subsidiaries, if any, as the Purchaser may, from time to time, reasonably request.

Section 5.3 Negative Covenants of the Seller.

The Seller shall not, without the written consent of the Purchaser and the Servicer:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon or with respect to, any Receivable or related Contract with respect thereto, or, upon or with respect to the Lockbox Account, the Seller Credit Reserve Account, the Offset Reserve Account, the Collection Account, or any other account in which any Collections of any Receivable are deposited, or assign any right to receive income in respect of any Purchased Receivable;

(b) Extend, amend or otherwise modify the terms of any Purchased Receivable, or amend, modify or waive any term or condition of any Contract related thereto or in any manner impede or interfere with the collection of such Purchased Receivable;

(c) Make any material change in the character of its business;

(d) Make any change in its instructions to Payors regarding payments to be made to the Seller or payments to be deposited to the Lockbox Account;

(e) Be the subject of or have the Person(s) controlling, directly or indirectly, the Seller be the subject of a merger or merge with or into or consolidate with or into, or convey, transfer, lease or otherwise dispose of all or substantially all of its assets (whether now owned or hereafter acquired), or acquire all or substantially all of the assets or capital stock or other ownership interest of, any Person;

(f) Make any change to (i) the location of its chief executive office or the location of the office where Records are kept or (ii) its corporate name or use of any tradenames, fictitious names, assumed names or “doing business as” names; or

(g) It is understood and agreed that the obligation of the Seller to comply with the covenants set forth in this Section 5.3 shall be subject to the Seller’s obligation to comply with any order or directive of a Governmental Authority of competent jurisdiction and that compliance with such order or directive shall not constitute a breach of such covenant; provided, that the foregoing shall not be construed to limit in any manner the Purchaser’s right to declare the Termination Date to have occurred to the extent that such noncompliance with such covenant (whether or not resulting from such an order or directive) shall constitute, or contribute to the determination of, an Event of Seller Default.

ARTICLE VI

ACCOUNTS ADMINISTRATION

Section 6.1 Collection Account.

The Purchaser and the Servicer acknowledge that certain amounts deposited in the Collection Account may relate to Receivables other than Purchased Receivables and that such amounts continue to be owned by the Seller. All such amounts shall be returned to the Seller in accordance with Section 6.3.

Section 6.2 Determinations of the Servicer.

On each Determination Date, the Servicer will determine:

(a) the Net Value of all Purchased Receivables as of the prior Determination Date plus the Net Value of all Purchased Receivables purchased on the prior Purchase Date (the “Prior Net Value Amount”);

(b) the amount of Collections on all Purchased Receivables received since the prior Determination Date (the “Paid Receivables Amount”);

(c) the Net Value of all Purchased Receivables as of the current Determination Date (the “Current Net Value Amount”);

(d) an amount equal to (i) the Prior Net Value Amount minus (ii) the Paid Receivables Amount minus (iii) the Current Net Value Amount (but not less than zero) (the “Credit Deficiency”); and

(e) the Net Value of Purchased Receivables which became Rejected Receivables since the prior Determination Date and which have not been repurchased or offset in the manner set forth in Section 4.3 or Section 2.7 (the “Rejected Amount”).

The Servicer’s determinations of the foregoing amounts shall be conclusive in the absence of manifest error. The Servicer shall notify the Seller and the Purchaser of such determinations within five (5) Business Days of Determination Date.

Section 6.3 Distributions from Accounts.

(a) No later than 11:00 a.m. Eastern Time on each Determination Date, following the determinations set forth in Section 6.2, the Servicer will notify the Trustee of such determinations and will cause the Trustee to withdraw in the following priority:

(i) the Paid Receivables Amount from the Collection Account and deposit such amount in the Purchase Account;

(ii) the Credit Deficiency, if any, from the Seller Credit Reserve Account and deposit such amount in the Purchase Account;

(iii) the Rejected Amount, if any, from the Collection Account and deposit it in the Purchase Account; and

(iv) the remaining amount from the Collection Account and pay such amount by check or wire transfer to the Seller.

(b) Until the Termination Date on each Purchase Date following the Purchase on such date, the Servicer shall cause the Trustee to withdraw (i) all amounts deposited hereunder (net of withdrawals required hereunder) from the Seller Credit Reserve Account in excess of the Specified Credit Reserve Balance and (ii) all amounts deposited hereunder (net of

withdrawals required hereunder) from the Offset Reserve Account in excess of the Specified Offset Reserve Balance and shall pay such amounts by wire to the Seller.

Section 6.4 Allocation of Moneys following Termination Date.

(a) Following the Termination Date, the Servicer shall cause the Trustee to the extent funds deposited hereunder (net of withdrawals required hereunder) are sufficient, to withdraw an amount equal to the Program Fee from the Offset Reserve Account on each Purchase Date and deposit it in the Equity Account.

(b) On the first Determination Date on which the aggregate Net Value of all Purchased Receivables (other than Defaulted Receivables) (i) is less than 10% of the aggregate Net Value of Purchased Receivables (other than Defaulted Receivables) on the Termination Date and (ii) is less than the aggregate amounts deposited hereunder (net of withdrawals required hereunder) and remaining in the Seller Credit Reserve Account and the Offset Reserve Account, the Servicer shall cause the Trustee to withdraw an amount equal to such aggregate Net Value from such accounts and deposit it in the Purchase Account. Thereupon the Servicer shall cause the Trustee to disburse all remaining amounts held in the Collection Account, the Seller Credit Reserve Account and the Offset Reserve Account to the Seller and all interests of the Purchaser in all Purchased Receivables owned by the Purchaser shall be promptly reconveyed by the Purchaser to the Seller. Following such disbursement and reconveyance, this Agreement shall be deemed terminated.

Section 6.5 Accounting.

The Servicer shall make all determinations of actual and required amounts in each of the accounts established pursuant to this Agreement, maintain detailed accounting records of all deposits and withdrawals for each such account, including the Seller and the Receivables with respect to which such deposits and withdrawals were made and notify the Trustee as to such determinations.

ARTICLE VII

APPOINTMENT OF THE SUBSERVICER AND SUCCESSOR SERVICER

Section 7.1 Appointment of the Subservicer.

The Servicer and the Purchaser hereby appoint the Seller to act as Subservicer hereunder. The Subservicer shall service the Purchased Receivables and enforce the Purchaser's respective rights and interests in and under each Purchased Receivable and each related Contract and shall serve in such capacity, including, in the event the Servicer has resigned or been terminated, until the termination of its responsibilities pursuant to Section 7.9, 7.11, or 8.1. The Subservicer hereby agrees to perform the duties and obligations with respect thereto set forth

herein. Notwithstanding any term or provision hereof to the contrary, the Seller, the Subservicer, and the Purchaser hereby acknowledge and agree that the Servicer acts as agent hereunder for the Purchaser and has no duties or obligations to, will incur no liabilities or obligations to, and does not act as an agent in any capacity for, the Seller or the Subservicer.

Section 7.2 Additional Subservicers.

The Subservicer may, with the prior consent of the Purchaser and the Servicer, which consent shall not be unreasonably withheld, subcontract with a subservicer (each such servicer, an “Additional Subservicer”) for collection, servicing or administration of the Receivables, provided, that (a) the Subservicer shall continue to perform its obligations with respect to collections of Medicaid Receivables, Medicare Receivables, CHAMPUS Receivables and CHAMPVA Receivables, (b) the Subservicer shall remain liable for the performance of the duties and obligations of the Additional Subservicer pursuant to the terms hereof and (c) any subservicing agreement that may be entered into and any other transactions or services relating to the Purchased Receivables involving an Additional Subservicer (each such agreement, an “Additional Subservicing Agreement”) shall be deemed to be between the Additional Subservicer and the Subservicer alone and the Purchaser and Servicer shall not be deemed parties thereto and shall have no obligations, duties or liabilities with respect to the Additional Subservicer.

Section 7.3 Duties and Responsibilities of the Subservicer.

(a) The Subservicer shall conduct the servicing, administration and collection of the Purchased Receivables and shall take, or cause to be taken, all such actions as may be necessary or advisable to service, administer and collect each Purchased Receivable, from time to time, all in accordance with (i) customary and prudent servicing procedures for health care receivables of a similar type, and (ii) all applicable laws, rules and regulations.

(b) The duties of the Subservicer shall include, without limitation:

(i) preparation and submission of claims to, and post-billing liaison with, Eligible Payors;

(ii) arranging for the direct remittance of all Collections on Purchased Receivables to the Commercial Lockbox Account (other than Collections with respect to Medicaid Receivables, Medicare Receivables, CHAMPUS Receivables and CHAMPVA Receivables, in respect of which it shall arrange for the direct remittance of such Collections to the Medicare Lockbox Account);

(iii) remitting any Collections with respect to Medicaid Receivables, Medicare Receivables, CHAMPUS Receivables and CHAMPVA Receivables it may receive directly for deposit in the Medicare Lockbox Account and remitting any Collections on other Purchased Receivables it may receive directly for deposit in the Commercial

Lockbox Account, in each case no later than by the end of the day of the fifth Business Day following receipt thereof;

(iv) maintaining all necessary Servicing Records with respect to the Purchased Receivables and promptly delivering such reports to the Purchaser or the Servicer in respect of the servicing of the Purchased Receivables (including information relating to its performance under this Agreement) as may be required hereunder or as the Purchaser or the Servicer may reasonably request;

(v) maintaining and implementing administrative and operating procedures (including, without limitation, an ability to recreate Servicing Records evidencing the Purchased Receivables in the event of the destruction of the originals thereof) and keeping and maintaining all documents, books, records and other information reasonably necessary or advisable for the collection of the Purchased Receivables (including, without limitation, records adequate to permit the identification of each new Purchased Receivable and all Collections of and adjustments to each existing Purchased Receivable);

(vi) identifying each Purchased Receivable clearly and unambiguously in its Servicing Records to reflect that it is subject to the terms and provisions of this Agreement;

(vii) complying in all material respects with all applicable laws, rules, regulations and orders with respect to it, its business and properties and all Purchased Receivables and related Contracts and Collections with respect thereto;

(viii) preserving and maintaining its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualifying and remaining qualified in good standing as a foreign corporation and qualifying to and remaining authorized to perform obligations as Subservicer (including enforcement of collection of Purchased Receivables on behalf of the Purchaser) in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification would materially adversely affect (A) the rights or interests of the Purchaser in the Purchased Receivables, (B) the collectibility of any Purchased Receivable or (C) the ability of the Subservicer to perform its obligations hereunder or under the Contracts;

(ix) any time and from time to time at reasonable intervals upon reasonable notice to the Subservicer and during regular business hours, permitting the Purchaser, the Servicer or any of their agents or representatives, (A) to examine and make copies of and abstracts from all Servicing Records, and (B) to visit the offices and properties of the Subservicer for the purpose of examining such Servicing Records, and to discuss matters relating to the Receivables or the Subservicer's performance under this Agreement with any officer or employee of the Subservicer having knowledge of such matters;

(x) at the request of the Servicer, maintaining at its own expense, a blanket fidelity bond with broad coverage, with responsible companies acceptable to the Servicer, on all officers, employees or other persons acting on behalf of the Subservicer in any capacity with regard to the Purchased Receivables, including those handling funds, money, documents and papers relating to the Purchased Receivables. Any such fidelity bond shall protect and insure the Subservicer (and through the Subservicer, the Servicer and the Purchaser) against losses commonly protected against by bonds of a similar type, including forgery, theft, embezzlement, fraud, and negligent acts of such persons and shall be maintained at a level acceptable to the Servicer. No provision of this Section requiring such fidelity bond shall diminish or relieve the Subservicer from its duties and obligations as set forth in this Agreement. Any amounts received under any such bond with respect to Purchased Receivables shall be deposited by the Subservicer in the Collection Account and treated in the same manner as Collections with respect to such Purchased Receivables. Upon request of the Purchaser or the Servicer, the Subservicer shall cause to be delivered to the Purchaser and the Servicer a certification evidencing coverage under such fidelity bond. Promptly upon receipt of any notice from the surety or the insurer that such fidelity bond has been terminated or modified in a materially adverse manner, the Subservicer shall notify the Servicer of any such termination or modification;

(xi) notifying the Purchaser and the Servicer of any action, suit, proceeding, dispute, offset, deduction, defense or counterclaim that is or may be asserted by a Payor with respect to any Purchased Receivable; and

(xii) providing the Purchaser and the Servicer with a report on each Determination Date in the form of Exhibit G.

(c) Notwithstanding anything herein to the contrary, all collection functions in respect of Medicaid Receivables, Medicare Receivables, CHAMPUS Receivables and CHAMPVA Receivables shall be performed in accordance with Medicaid Regulations, Medicare Regulations, CHAMPUS Regulations and CHAMPVA Regulations.

(d) The Purchaser shall not have any obligation or liability with respect to any Purchased Receivables or related Contracts, nor shall it be obligated to perform any of the obligations of the Subservicer hereunder.

Section 7.4 Authorization of the Servicer.

The Seller hereby authorizes the Servicer (including any successors thereto) to take any and all reasonable steps in its name and on its behalf necessary or desirable and not inconsistent with the sale of the Purchased Receivables to the Purchaser, in the determination of the Servicer as the case may be, to collect all amounts due under any and all Purchased Receivables and process all Collections and related Remittance Advices within five Business Days of receipt thereof. Further, the Servicer is authorized, to the extent permitted under and in compliance with applicable law and regulations, to commence proceedings with respect to

enforcing payment of such Purchased Receivables and the related Contracts, and adjusting, settling or compromising the account or payment thereof, to the same extent as the Seller could have done if it had continued to own such Receivable. The Seller shall furnish the Servicer (and any successors thereto) with any powers of attorney and other documents necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder, and shall cooperate with the Servicer to the fullest extent in order to ensure the collectibility of the Purchased Receivables. Notwithstanding anything to the contrary contained herein, the Servicer shall have the absolute and unlimited right to direct the Subservicer to commence or settle any legal action to enforce collection of any Purchased Receivable or to foreclose upon, repossess or take any other action which the Servicer deems necessary or advisable with respect thereto. In no event shall the Subservicer be entitled to make the Purchaser or the Servicer a party to any litigation without such party's express prior written consent.

Section 7.5 Subservicing Fee; Subservicing Expenses.

On each Purchase Date, the Subservicer shall be paid a subservicing fee by the Servicer for its performance as Subservicer hereunder (the "Subservicing Fee") from the Servicer's own funds in an amount equal to 8.5% of the Collections, if any, with respect to Purchased Receivables that were received by the Servicer during the period from the prior Determination Date to such Determination Date; provided that, if the Seller ceases to be Subservicer hereunder, the Servicer's obligation to pay the Subservicing Fee shall terminate. The Servicer shall offset the Subservicing Fee from the Administrative Fee to be deposited with the Servicer on such Purchase Date. In the event the Subservicing Fee is greater than the Administrative Fee to be deposited on such Purchase Date, the Servicer shall pay to the Subservicer an amount equal to the Net Subservicing Fee for such Purchase Date. The Subservicer shall be required to pay for all expenses incurred by the Subservicer in connection with its activities hereunder (including any payments to accountants, counsel or any other Person) and shall not be entitled to any payment or reimbursement therefor.

Section 7.6 Annual Statement as to Compliance.

The Subservicer shall deliver to the Purchaser and the Servicer on or before February 28 of each year beginning with February 28, 2000, an Officer's Certificate stating, as to each signer thereof, that (a) a review of the activities of the Subservicer during the preceding calendar year and of performance under this Agreement has been made under such officer's supervision; (b) to the best of such officer's knowledge, based on such review, the Subservicer has materially fulfilled all its obligations as Subservicer under this Agreement throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and of status thereof.

Section 7.7 Transfer of Servicing Between Subservicer and Servicer.

(a) Upon determination by the Servicer that greater than 10% of the Purchased Receivables remain outstanding for greater than 180 days after their respective Billing Date, the Servicer may immediately give notice to the Subservicer that the Servicer will assume servicing

of such portion of the Purchased Receivables that remain outstanding for greater than 180 days after their respective Billing Date. Thereupon, the Servicer shall assume the servicing responsibilities of Subservicer in respect of such Purchased Receivables. The Subservicer shall thereupon provide the Servicer with all information, documents and records (including original copies of documents), to the extent required by the Servicer to perform its duties (including such records stored electronically on computer tapes, magnetic discs and the like as may be reasonably requested by the Servicer).

(b) Notwithstanding the provisions of the preceding clause (a), the Subservicer shall maintain ongoing payment records with respect to each Purchased Receivable serviced by the Servicer.

(c) The Subservicer shall pay all fees and costs of the Servicer in connection with its duties under this Section 7.7.

Section 7.8 Subservicer Not to Resign.

The Subservicer shall not resign from the obligations and duties hereby imposed on it except upon determination that (a) the performance of its duties hereunder has become impermissible under applicable law and (b) there is no reasonable action which the Subservicer could take to make the performance of its duties hereunder permissible under applicable law. Any such determination permitting the resignation of the Subservicer shall be evidenced as to clause (a) above by an opinion of counsel to such effect delivered to the Purchaser and the Servicer. No such resignation shall become effective until the Servicer shall have assumed the responsibilities and obligations of the Subservicer in accordance with Section 7.9.

Section 7.9 Appointment of the Successor Subservicer.

In connection with the termination of the Subservicer's responsibilities under this Agreement pursuant to Section 8.1, the Servicer may, in its discretion, except with respect to Section 8.1(c) in which case the Servicer shall, (a) succeed to and assume all of the Subservicer's responsibilities, rights, duties and obligations as Servicer (but not in any other capacity) under this Agreement except with respect to Medicaid Receivables, Medicare Receivables, CHAMPUS Receivables and CHAMPVA Receivables or (b) require the Seller to continue to act as Subservicer for all of its outstanding Purchased Receivables at the time of the Event of Seller Default.

Section 7.10 Duties of the Subservicer to the Successor Servicer.

At any time following the succession of the Servicer to the responsibilities of Subservicer under Section 7.9(a):

(a) The Subservicer agrees that it will terminate its activities as Subservicer hereunder, except its collection functions in respect of Medicaid, Medicare, CHAMPUS and CHAMPVA Receivables, in a manner acceptable to the Servicer so as to facilitate the transfer of

servicing to the Servicer including, without limitation, timely delivery (i) to the Servicer of any funds that were required to be remitted to the Servicer for deposit in the Collection Account, and (ii) to the Servicer, at a place selected by the Servicer, of all information, documents and records (including original copies of documents), to the extent required by the Servicer to perform its duties under the Agreement (including such records stored electronically on computer tapes, magnetic discs and the like as may be reasonably requested by the Servicer). The Subservicer shall account for all funds and shall execute and deliver such instruments and do such other things as may reasonably be required to more fully and definitely vest and confirm in the Servicer all rights, powers, duties, responsibilities, obligations and liabilities of the Subservicer.

(b) The Subservicer shall terminate each Additional Subservicing Agreement that may have been entered into and the Servicer shall not be deemed to have assumed any of the Subservicer's interest therein or to have replaced the Subservicer as a party to any such Additional Subservicing Agreement.

(c) Notwithstanding any termination of the Seller as Subservicer hereunder, the Seller agrees that it will continue to follow the procedures set forth in Section 7.3(b)(iii) with respect to Collections on Purchased Receivables.

Section 7.11 Effect of Termination or Resignation.

Any termination or resignation of the Subservicer under this Agreement shall not affect any claims that the Purchaser or the Servicer may have against the Subservicer for events or actions taken or not taken by the Subservicer arising prior to any such termination or resignation.

ARTICLE VIII

EVENTS OF SELLER DEFAULT

Section 8.1 Events of Seller Default.

If any of the following events (each, an "Event of Seller Default") shall occur and be continuing:

(a) The Seller (either as Seller or Subservicer) shall materially fail to perform or observe any term, covenant or agreement contained in this Agreement;

(b) A default exceeding \$200,000 shall have occurred and be continuing under any instrument or agreement evidencing, securing or providing for the issuance of Debt of the Seller;

(c) The Seller shall generally not pay any of its respective Debts as such Debts become due, or shall admit in writing its inability to pay its Debts generally, or shall make a

general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Seller seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or any of its Debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or the Seller shall take any corporate action to authorize any of the actions set forth in this subsection;

(d) Judgments or orders for the payment of money (other than such judgments or orders in respect of which adequate insurance is maintained for the payment thereof) in excess of \$100,000 in the aggregate against the Seller or any of its Affiliates shall remain unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of 30 days or more;

(e) There is a material breach of any of the representations and warranties of the Seller set forth in Sections 4.1 or 4.2 that has remained uncured for a period of 30 days;

(f) Any Governmental Authority (including the Internal Revenue Service or the Pension Benefit Guaranty Corporation) shall file notice of a lien with regard to any of the assets of the Seller or with regard to the Seller other than a lien that does not materially adversely affect the financial condition of the Seller or the Seller's ability to perform as Subservicer and that (1) is limited by its terms to assets other than Receivables or (2) remains undischarged for a period of 30 days;

(g) As of the first day of any month, the aggregate Net Value of Purchased Receivables which became Defaulted Receivables or Rejected Receivables (other than those with respect to which a withdrawal has previously been made from the Offset Reserve Account) during the prior three-month period shall exceed 8% of the average aggregate Net Values of all Purchased Receivables then owned by the Purchaser (other than Defaulted Receivables) at the end of each of such three months;

(h) The Servicer shall have reasonably determined that any event which materially adversely affects the collectibility of the Receivables has occurred, or that any other event which materially adversely affects the financial condition of the Seller, the ability of the Seller to collect Purchased Receivables in its capacity as Subservicer or the ability of the Seller (either as Seller or Subservicer) to perform hereunder has occurred;

(i) A deterioration has taken place in the quality of servicing of Purchased Receivables or other Receivables serviced by the Seller (in its capacity as Subservicer) which the Servicer, in its sole discretion, determines to be material;

(j) This Agreement shall for any reason cease to evidence the transfer to the Purchaser (or its assignees or transferees) of the legal and equitable title to, and ownership of, the Purchased Receivables;

(k) The Lockbox Account Agreement shall have been amended or terminated without the written consent of the Purchaser and the Servicer;

(l) The amount deposited hereunder (net of withdrawals required hereunder) in the Seller Credit Reserve Account has remained at less than the Specified Credit Reserve Balance for fourteen consecutive days;

(m) The amount deposited hereunder (net of withdrawals required hereunder) in the Offset Reserve Account has remained at less than the Specified Offset Reserve Balance for fourteen consecutive days; or

(n) A Principal Amortization Event shall have been declared;

then and in any such event, the Servicer shall, by notice to the Seller and the Purchaser declare that an Event of Seller Default shall have occurred and, the Termination Date shall forthwith occur, without demand, protest or further notice of any kind, all of which are hereby expressly waived by the Seller and the Purchaser shall make no further Purchases from the Seller. Upon any such declaration or automatic occurrence, the Purchaser and the Servicer shall have, in addition to all other rights and remedies under this Agreement, all other rights and remedies provided under the UCC and other applicable law, which rights shall be cumulative provided, that, if an event of the kind described in 8.1(c) occurs with regard to the Seller, an Event of Seller Default shall be deemed to have occurred automatically.

ARTICLE IX

INDEMNIFICATION

Section 9.1 Indemnities by the Seller.

(a) Without limiting any other rights that the Purchaser, the Servicer, or any director, officer, employee or agent of either such party (each an “Indemnified Party”) may have hereunder or under applicable law, the Seller, subject to bankruptcy court approval, hereby agrees to indemnify each Indemnified Party from and against any and all claims, losses, liabilities, obligations, damages, penalties, actions, judgments, suits, and related costs and expenses of any nature whatsoever, including reasonable attorneys’ fees and disbursements (all of the foregoing being collectively referred to as “Indemnified Amounts”) which may be imposed on, incurred by or asserted against an Indemnified Party in any way arising out of or relating to any breach of the Seller’s obligations (including its obligations as Subservicer) under this Agreement or the ownership of the Purchased Receivables or in respect of any Receivable or any Contract, excluding, however, (i) Indemnified Amounts to the extent resulting from gross negligence or

willful misconduct on the part of such Indemnified Party or (ii) recourse for unpaid Purchased Receivables. Without limiting or being limited by the foregoing, the Seller, subject to bankruptcy court approval, shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts relating to or resulting from:

(A) reliance on any representation or warranty made or deemed made by the Seller (or any of its officers) under or in connection with this Agreement (except with respect to a Purchased Receivable, as to which the Purchaser's remedies are set forth in Section 4.3), any report or any other information delivered by the Seller pursuant hereto, which shall have been incorrect in any material respect when made or deemed made or delivered;

(B) the failure by the Seller to materially comply with any term, provision or covenant contained in this Agreement, or any agreement executed by it in connection with this Agreement or with any applicable law, rule or regulation with respect to any Purchased Receivable, the related Contract, or the nonconformity of any Purchased Receivable or the related Contract with any such applicable law, rule or regulation; or

(C) the failure to vest and maintain vested in the Purchaser, or to transfer to the Purchaser, legal and equitable title to and ownership of the Receivables which are, or are purported to be, Purchased Receivables, together with all Collections in respect thereof, free and clear of any Adverse Claim (except as permitted hereunder) whether existing at the time of the Purchase of such Receivable or at any time thereafter.

(b) Any Indemnified Amounts subject to the indemnification provisions of this Section shall be paid to the Indemnified Party within five Business Days following demand therefor, together with interest at the lesser of 12% per annum or the highest rate permitted by law from the date of demand for such Indemnified Amount.

Section 9.2 Security Interest.

The Seller hereby grants to the Purchaser a first priority perfected security interest in the Seller's right, title and interest in, to and under all of the Seller's Receivables not sold to the Purchaser hereunder, including all rights to payments under any related Contracts or other agreements with all Payors, and all the Collections, Records and proceeds thereof, as security for the timely payment and performance of any and all obligations the Seller or the Subservicer may owe the Purchaser under Sections 2.2, 2.3, 4.3, 5.1(f), 9.1(a) and (b), and 10.4, but excluding recourse for unpaid Purchased Receivables. This Section 9.2 shall constitute a security agreement under the UCC and any other applicable law and the Purchaser shall have the rights and remedies of a secured party thereunder. Such security interest shall be further evidenced by Seller's execution of appropriate UCC-1 financing statements prepared by and acceptable to the Purchaser, and such other further assurances that may be reasonably requested by the Purchaser from time to time.

ARTICLE X

MISCELLANEOUS

Section 10.1 Notices, Etc.

All notices and other communications provided for hereunder shall, unless otherwise stated herein, shall be in writing and mailed or telecommunicated, or delivered as to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall not be effective until received by the party to whom such notice or communication is addressed.

Section 10.2 Remedies.

No failure on the part of the Purchaser or the Servicer to exercise, and no delay in exercising, any right hereunder or under any Purchase Assignment shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 10.3 Binding Effect; Assignability.

This Agreement shall be binding upon and inure to the benefit of the Seller, the Subservicer, the Purchaser, the Servicer and their respective successors and permitted assigns. Neither the Seller nor the Subservicer may assign any of their rights and obligations hereunder or any interest herein without the prior written consent of the Purchaser and the Servicer. The Purchaser may, at any time, without the consent of the Seller or the Subservicer, assign any of its rights and obligations hereunder or interest herein to any Person. The Purchaser shall provide notice to the Seller upon an assignment of any of its rights and obligations hereunder or interest herein to any person. Any such assignee may further assign at any time its rights and obligations hereunder or interests herein without the consent of the Seller or the Subservicer. Without limiting the generality of the foregoing, the Seller acknowledges that the Purchaser has assigned its rights hereunder to the Trustee for the benefit of third parties. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until its termination, provided, that the rights and remedies with respect to any breach of any representation and warranty made by the Seller or the Servicer pursuant to Article IV and the indemnification and payment provisions of Article IX shall be continuing and shall survive any termination of this Agreement.

Section 10.4 Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification under Article IX, the Seller agrees to pay upon demand, all reasonable costs and expenses in connection with the

administration (including periodic auditing (costs associated with periodic auditing shall not exceed \$5,000 without the Seller's consent), modification and amendment) of this Agreement, and the other documents to be delivered hereunder, including without limitation: (i) the reasonable fees and out-of-pocket expenses of counsel for the Purchaser or the Servicer with respect to (A) advising the Purchaser as to its rights and remedies under this Agreement or (B) the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement, the Purchase Assignment or the other documents to be delivered hereunder; and (ii) any and all stamp, sales, excise and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing or recording of this Agreement, each Purchase Assignment or the other agreements and documents to be delivered hereunder, and agrees to indemnify and save each Indemnified Party from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

(b) If the Seller or the Subservicer fails to perform any agreement or obligation contained herein, the Purchaser may, or may direct to the Servicer to, (but shall not be required to) itself perform, or cause performance of, such agreement or obligation, and the expenses of the Purchaser or the Servicer incurred in connection therewith shall be payable by the party which has failed to so perform upon the Purchaser's or the Servicer's demand therefor.

Section 10.5 Amendments; Waivers; Consents.

No modification, amendment or waiver of, or with respect to, any provision of this Agreement, and all other agreements, instruments and documents delivered pursuant hereto or thereto, nor consent to any departure by the Seller or the Subservicer from any of the terms or conditions thereof, shall be effective unless it shall be in writing and signed by each of the parties hereto. Any waiver or consent shall be effective only in the specific instance and for the purpose for which given. No consent to or demand on the Seller or the Subservicer in any case shall, in itself, entitle it to any other consent or further notice or demand in similar or other circumstances. This Agreement, the Related Documents and the documents referred to therein embody the entire agreement among the Seller, the Subservicer, the Purchaser and the Servicer, and supersede all prior agreements and understandings relating to the subject hereof, whether written or oral.

Section 10.6 GOVERNING LAW; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF OHIO, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE INTERESTS OF THE PURCHASER IN THE PURCHASED RECEIVABLES OR REMEDIES HEREUNDER OR THEREUNDER, IN RESPECT THEREOF, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF OHIO.

(b) THE SELLER, AND THE SUBSERVICER EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF,

CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS PURCHASER AGREEMENT. INSTEAD, ANY DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 10.7 Execution in Counterparts; Severability.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Care Line of Maryland, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Commonwealth Health Care of Suffolk, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Commonwealth Health Care of Tidewater, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

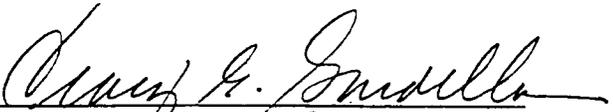
Commonwealth Home Health Care of Suffolk, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

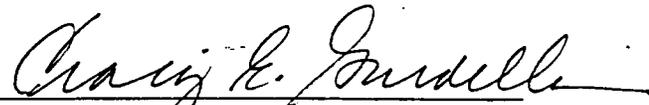
Commonwealth Home Health Care of Tidewater, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Health Enterprises, Inc. dba North West
HealthCare

By: 
Name: CRAIG E. GARDEAU
Title: SENIOR VICE PRESIDENT

Hinckley & Lee, Inc.

By: 
Name: CRAIG E. GARDEAU
Title: SENIOR VICE PRESIDENT

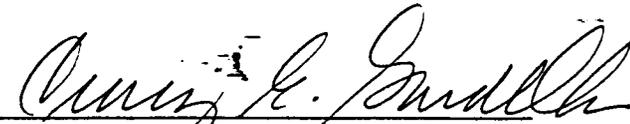
Home Health Care of the Peninsula, Inc.

By: 
Name: CRAIG E. GARDEAU
Title: SENIOR VICE PRESIDENT

Procure Support Services, Inc.

By: 
Name: CRAIG E. GARDEAU
Title: SENIOR VICE PRESIDENT

Spectrum Health Services, Inc.

By: 
Name: CRAIG E. GARDEAU
Title: SENIOR VICE PRESIDENT

Center Point Corporation

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Commonwealth Health Care of the Peninsula, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Comprehensive Homecare & Health Services, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

ContinueCare, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

ContinueCare HomeCare, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Family Care Home Health, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Integrated Health Services of Brunswick, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Health Care Services, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Holding Company, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Home Care, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Coastal California, Inc.

By: Craig E. Cardew
Name: CRAIG E. CARDEW
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Napa Valley, Inc.

By: Craig E. Cardew
Name: CRAIG E. CARDEW
Title: SENIOR VICE PRESIDENT

Medshares Home Care of New Mexico, Inc.

By: Craig E. Cardew
Name: CRAIG E. CARDEW
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Savannah, Inc.

By: Craig E. Cardew
Name: CRAIG E. CARDEW
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Southeast Georgia, Inc.

By: Craig E. Cardew
Name: CRAIG E. CARDEW
Title: SENIOR VICE PRESIDENT

Medshares Hospice Care, Inc.

By: Cathy E. Gardelt
Name: CATHY E. GARDELT
Title: SENIOR VICE PRESIDENT

Medshares Management Group, Inc.

By: Cathy E. Gardelt
Name: CATHY E. GARDELT
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Charlottesville, Inc.

By: Cathy E. Gardelt
Name: CATHY E. GARDELT
Title: SENIOR VICE PRESIDENT

Meridian Corporation

By: Cathy E. Gardelt
Name: CATHY E. GARDELT
Title: SENIOR VICE PRESIDENT

Procure Support Services of Livingston, Inc.

By: Cathy E. Gardelt
Name: CATHY E. GARDELT
Title: SENIOR VICE PRESIDENT

Procure Support Services of Oak Ridge, Inc.

By: Cathy E. Gardena
Name: CATY E. GARDENA
Title: SENIOR VICE PRESIDENT

Misty Nurses, Inc.

By: Cathy E. Gardena
Name: CATY E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services, Inc.

By: Cathy E. Gardena
Name: CATY E. GARDENA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 11, Inc.

By: Cathy E. Gardena
Name: CATY E. GARDENA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 15, Inc.

By: Cathy E. Gardena
Name: CATY E. GARDENA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 108, Inc.

By: Craig E. GARDEN
Name: CRAIG E. GARDEN
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 198 -
Oklahoma, Inc.

By: Craig E. GARDEN
Name: CRAIG E. GARDEN
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services #105, Inc.

By: Craig E. GARDEN
Name: CRAIG E. GARDEN
Title: SENIOR VICE PRESIDENT

TBN of TN, Incorporated

By: Craig E. GARDEN
Name: CRAIG E. GARDEN
Title: SENIOR VICE PRESIDENT

Tibian Healthcare, Inc.

By: Craig E. GARDEN
Name: CRAIG E. GARDEN
Title: SENIOR VICE PRESIDENT

Medshares Consolidated, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Advantage Home Health, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

All-Care Home Health Services of Texas, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

All-Care Home Health Services of Virginia, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

All-Care Home Health Services, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Home Care of Indiana, Inc.

By: Cathy E. Gardner
Name: CATHE E. GARDNER
Title: SENIOR VICE PRESIDENT

Home Care of North Central Tennessee, Inc.

By: Cathy E. Gardner
Name: CATHE E. GARDNER
Title: SENIOR VICE PRESIDENT

Home Care of North Mississippi, Inc.

By: Cathy E. Gardner
Name: CATHE E. GARDNER
Title: SENIOR VICE PRESIDENT

Home Care of West Central Tennessee, Inc.

By: Cathy E. Gardner
Name: CATHE E. GARDNER
Title: SENIOR VICE PRESIDENT

Home Health One, Inc.

By: Cathy E. Gardner
Name: CATHE E. GARDNER
Title: SENIOR VICE PRESIDENT

Home Health Two, Inc.

By: Craig E. Gaudin
Name: CRAIG E. GAUDIN
Title: SENIOR VICE PRESIDENT

Homeaid, Inc. of Cumberland Plateau

By: Craig E. Gaudin
Name: CRAIG E. GAUDIN
Title: SENIOR VICE PRESIDENT

Homeaid, Inc. of Southeast Tennessee, Inc.

By: Craig E. Gaudin
Name: CRAIG E. GAUDIN
Title: SENIOR VICE PRESIDENT

Kentucky Home Care of Blue Grass, Inc.

By: Craig E. Gaudin
Name: CRAIG E. GAUDIN
Title: SENIOR VICE PRESIDENT

Kentucky Home Care of Green River, Inc.

By: Craig E. Gaudin
Name: CRAIG E. GAUDIN
Title: SENIOR VICE PRESIDENT

Kentucky Home Care of Northern Kentucky,
Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Kentucky Home Care of Pennyriple, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Kentucky Home Care of Southwest Kentucky,
Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Birmingham, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Central Mississippi,
Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Georgia, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Infusion Group, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Central
Alabama, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Central Virginia,
Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Memphis, Inc.

By: Craig E. Gardner
Name: CRAIG E. GARDNER
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Middle Tennessee, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Southwest Virginia, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Medshares Nursing Services of Virginia Eastern Shore, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Montgomery Home Care, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

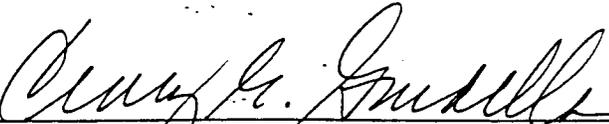
Pillets Enterprises, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

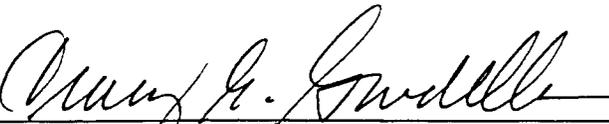
Traditions Home Care of Arkansas, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares Management Services, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

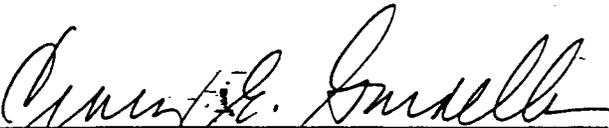
Medshares, Inc. of Arkansas

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of California

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

MSI of Kentucky, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of Illinois

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of Indiana

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of Nevada

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of New Mexico

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of South Carolina

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Medshares Home Care of Texas, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDEUT
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of Utah

By: Craig E. Gardent
Name: CRAIG E. GARDEUT
Title: SENIOR VICE PRESIDENT

Medshares, Inc. of Virginia

By: Craig E. Gardent
Name: CRAIG E. GARDEUT
Title: SENIOR VICE PRESIDENT

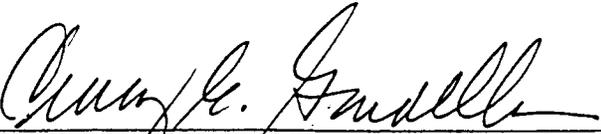
Arcadia Health Care, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDEUT
Title: SENIOR VICE PRESIDENT

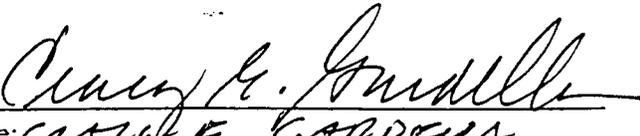
Soleus Healthcare Services of Hill County Texas,
Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDEUT
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of the Southern Plains,
Inc.**

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of Greater Orlando,
Inc.**

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

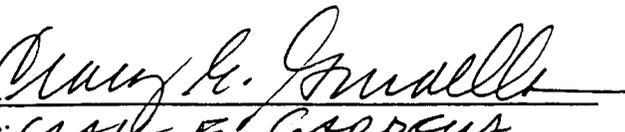
**Soleus Healthcare Services of North Central
Alabama, Inc.**

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Arkansas, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of California, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of Central Colorado,
Inc.**

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Florida, Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of Central Georgia,
Inc.**

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of Greater Chicago,
Inc.**

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

**Soleus Healthcare Services of Central Indiana,
Inc.**

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Louisiana, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDENT
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Michigan, Inc

By: Craig E. Gardent
Name: CRAIG E. GARDENT
Title: SENIOR VICE PRESIDENT

IHS Home Care Services of Missouri, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDENT
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Central New Mexico, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDENT
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Northern Ohio, Inc.

By: Craig E. Gardent
Name: CRAIG E. GARDENT
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Central Oklahoma,
Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Western
Pennsylvania, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Tennessee, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of The Alamo, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Southern Georgia,
Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Hampton Roads,
Inc.

By: Craig E. Gaudell
Name: CRAIG E. GAUDELL
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of the Northern
Panhandle, Inc.

By: Craig E. Gaudell
Name: CRAIG E. GAUDELL
Title: SENIOR VICE PRESIDENT

In-Home Health Care, Inc.

By: Craig E. Gaudell
Name: CRAIG E. GAUDELL
Title: SENIOR VICE PRESIDENT

Signature Home Care Services of Florida, Inc.

By: Craig E. Gaudell
Name: CRAIG E. GAUDELL
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Texas Point, Inc.

By: Craig E. Gaudell
Name: CRAIG E. GAUDELL
Title: SENIOR VICE PRESIDENT

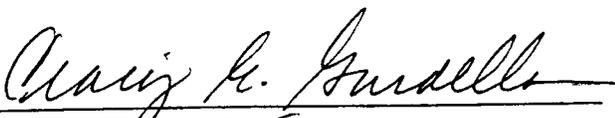
Soleus Healthcare Services of Coastal Florida, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Central
Pennsylvania, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

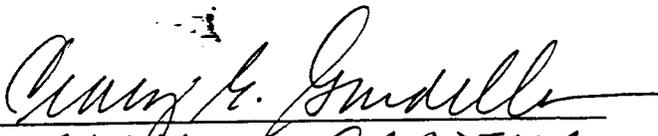
Soleus Healthcare Services No. 1, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of River Shores, Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Shoreline Florida,
Inc.

By: 
Name: CRAIG E. CARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Greater Miami, Inc.

By: Cathy E. Gardella
Name: CATY E. GARDELA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 12, Inc.

By: Cathy E. Gardella
Name: CATY E. GARDELA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of the Prairie, Inc.

By: Cathy E. Gardella
Name: CATY E. GARDELA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services No. 2, Inc.

By: Cathy E. Gardella
Name: CATY E. GARDELA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 100, Inc.

By: Cathy E. Gardella
Name: CATY E. GARDELA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of South Central
Colorado, Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Southwest Indiana,
Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of Audubon Parkway,
Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services Of The Southern
Heartland, Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services Of Northeast Ohio,
Inc.

By: Craig E. Gardena
Name: CRAIG E. GARDENA
Title: SENIOR VICE PRESIDENT

Symphony Home Care Services No. 114, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Soleus Healthcare Services of East Tennessee, Inc.

By: Craig E. Gardella
Name: CRAIG E. GARDELLA
Title: SENIOR VICE PRESIDENT

Address at which the chief executive office is located:

Address: 2714 Union Avenue Extd. —
Memphis, TN 38112-4415
Attention: Craig Gardella
Phone number: (901)458-6093
Telecopier number: (901)454-2480

Additional locations at which Records are maintained:

Additional names under which Seller does business:

Additional locations at which Seller does business:

SEE SCHEDULE 4 ATTACHED HERETO

NPF X, INC.

By: _____
Name:
Title:

Address: 6125 Memorial Drive
Dublin, OH 43017

Attention: Donald H. Ayers

Phone number: (614) 764-9944

Telecopier number: (614) 764-0602

SCHEDULE 1

INELIGIBLE MEDICAID STATES

None. This Schedule 1 may be unilaterally amended from time to time by the Servicer without the consent of any of the other parties hereto.

SCHEDULE 2

INELIGIBLE BLUE CROSS/BLUE SHIELD PLANS

SCHEDULE 3

SELLER'S PAYOR AND PROVIDER NUMBERS

NAME OF SELLER

PROVIDER NUMBERS

Care Line of Maryland, Inc.
Commonwealth Health Care of Suffolk, Inc.
Commonwealth Health Care of Tidewater,
Inc.
Commonwealth Home Health Care of
Suffolk, Inc.
Commonwealth Home Health Care of
Tidewater, Inc.
Health Enterprises, Inc. dba North West
HealthCare
Hinckley & Lee, Inc.
Home Health Care of the Peninsula, Inc.
Procure Support Services, Inc.
Spectrum Health Services, Inc.
Advantage Home Health, Inc.
All-Care Home Health Services of Texas, Inc.
All-Care Home Health Services of Virginia,
Inc.
All-Care Home Health Services, Inc.
Home Care of Indiana, Inc.
Home Care of North Central Tennessee, Inc.
Home Care of North Mississippi, Inc.
Home Care of West Central Tennessee, Inc.
Home Health One, Inc.
Home Health Two, Inc.
Homeaid, Inc. of Cumberland Plateau
Homeaid, Inc. of Southeast Tennessee, Inc.
Kentucky Home Care of Blue Grass, Inc.
Kentucky Home Care of Green River, Inc.
Kentucky Home Care of Northern Kentucky,
Inc.
Kentucky Home Care of Pennyryle, Inc.
Kentucky Home Care of Southwest Kentucky,
Inc.
Medshares Home Care of Birmingham, Inc.
Medshares Home Care of Central Mississippi,
Inc.

Medshares Home Care of Georgia, Inc.
Medshares Infusion Group, Inc.
Medshares Management Services, Inc.
Medshares Nursing Services of Central
Alabama, Inc.
Medshares Nursing Services of Central
Virginia, Inc.
Medshares Nursing Services of Memphis, Inc.
Medshares Nursing Services of Middle
Tennessee, Inc.
Medshares Nursing Services of Southwest
Virginia, Inc.
Medshares Nursing Services of Virginia
Eastern Shore, Inc.
Montgomery Home Care, Inc.
Pillets Enterprises, Inc.
Traditions Home Care of Arkansas, Inc.
MSI of Kentucky, Inc.
Medshares Home Care of Texas, Inc.
Medshares, Inc. of Arkansas
Medshares, Inc. of California
Medshares, Inc. of Illinois
Medshares, Inc. of Indiana
Medshares, Inc. of Nevada
Medshares, Inc. of New Mexico
Medshares, Inc. of South Carolina
Medshares, Inc. of Utah
Medshares, Inc. of Virginia
Arcadia Health Care, Inc.
Soleus Healthcare Services of Hill County
Texas, Inc. fka Barton Creek Health Care, Inc.
Soleus Healthcare Services of the Southern
Plains, Inc. fka Barton Creek Investments, Inc.
Soleus Healthcare Services of Greater Orlando,
Inc. fka Home Health Integrated Health
Services of Florida, Inc.
Soleus Healthcare Services of North Central
Alabama, Inc. fka IHS Home Care Services of
Alabama, Inc.
Soleus Healthcare Services of Arkansas, Inc.
fka IHS Home Care Services of Arkansas, Inc.
Soleus Healthcare Services of California, Inc.
fka IHS Home Care Services of California, Inc.
Soleus Healthcare Services of Central
Colorado, Inc. fka IHS Home Care Services of

Colorado, Inc.
Soleus Healthcare Services of Florida, Inc. fka
IHS Home Care Services of Florida, Inc.
Soleus Healthcare Services of Central Georgia,
Inc. fka IHS Home Care Services of Georgia,
Inc.
Soleus Healthcare Services of Greater Chicago,
Inc. fka IHS Home Care Services of Illinois,
Inc.
Soleus Healthcare Services of Central Indiana,
Inc. fka IHS Home Care Services of Indiana,
Inc.
Soleus Healthcare Services of Louisiana, Inc.
fka IHS Home Care Services of Louisiana, Inc.
Soleus Healthcare Services of Michigan, Inc
fka IHS Home Care Services of Michigan, Inc.
IHS Home Care Services of Missouri, Inc.
Soleus Healthcare Services of Central New
Mexico, Inc. fka IHS Home Care Services of
New Mexico, Inc.
Soleus Healthcare Services of Northern Ohio,
Inc. fka IHS Home Care Services of Ohio, Inc.
Soleus Healthcare Services of Central
Oklahoma, Inc. fka IHS Home Care Services of
Oklahoma, Inc.
Soleus Healthcare Services of Western
Pennsylvania, Inc. fka IHS Home Care
Services of Pennsylvania, Inc.
Soleus Healthcare Services of Tennessee, Inc.
fka IHS Home Care Services of Tennessee, Inc.
Soleus Healthcare Services of The Alamo, Inc.
fka IHS Home Care Services of Texas, Inc.
Soleus Healthcare Services of Southern
Georgia, Inc. fka IHS Home Care Services of
Valdosta, Inc.
Soleus Healthcare Services of Hampton Roads,
Inc. fka IHS Home Care Services of Virginia,
Inc.
Soleus Healthcare Services of the Northern
Panhandle, Inc. fka IHS Home Care Services of
West Virginia, Inc.
In-Home Health Care, Inc.
Signature Home Care Services of Florida, Inc.
Soleus Healthcare Services of Texas Point, Inc.
fka South County Private Duty Agency, Inc.

Soleus Healthcare Services of Coastal Florida, Inc. fka Symphony Home Care Services No. 1, Inc.

Soleus Healthcare Services of Central Pennsylvania, Inc. fka Symphony Home Care Services No. 2, Inc.

Soleus Healthcare Services No. 1, Inc. fka Symphony Home Care Services No. 4, Inc.

Soleus Healthcare Services of River Shores, Inc. fka Symphony Home Care Services No. 7, Inc.

Soleus Healthcare Services of Shoreline Florida, Inc. fka Symphony Health Care Services No. 9, Inc.

Soleus Healthcare Services of Greater Miami, Inc. fka Symphony Home Care Services No. 10, Inc.

Symphony Home Care Services No. 12, Inc.

Soleus Healthcare Services of the Prairie, Inc. fka Symphony Home Care Services No. 13, Inc.

Soleus Healthcare Services No. 2, Inc. fka Symphony Home Care Services No. 19, Inc.

Symphony Home Care Services No. 100, Inc.

Soleus Healthcare Services of South Central Colorado, Inc. fka Symphony Home Care Services No. 103, Inc.

Soleus Healthcare Services of Southwest Indiana, Inc. fka Symphony Home Care Services No. 107, Inc.

Soleus Healthcare Services of Audubon Parkway, Inc. fka Symphony Home Care Services No. 109, Inc.

Soleus Healthcare Services Of The Southern Heartland, Inc. fka Symphony Home Care Services No. 110, Inc.

Soleus Healthcare Services Of Northeast Ohio, Inc. fka Symphony Home Care Services No. 113, Inc.

Symphony Home Care Services No. 114, Inc.

Soleus Healthcare Services of East Tennessee, Inc. fka Symphony Home Care Services No. 119, Inc.

SCHEDULE 4

**LIST OF NAMES UNDER WHICH SELLER IS DOING BUSINESS
AND ADDRESSES AT WHICH SELLER IS DOING BUSINESS**

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Care Line of Maryland, Inc.

Commonwealth Health Care of Suffolk, Inc.

Commonwealth Health Care of Tidewater, Inc.

Commonwealth Home Health Care of Suffolk,
Inc.

Commonwealth Home Health Care of Tidewater,
Inc.

Health Enterprises, Inc. dba North West
HealthCare

Hinckley & Lee, Inc.

Home Health Care of the Peninsula, Inc.

Procare Support Services, Inc.

Spectrum Health Services, Inc.

Center Point Corporation;

Commonwealth Health Care of the Peninsula, Inc.;

Comprehensive Homecare & Health Services, Inc.;

ContinueCare, Inc.;

ContinueCare HomeCare, Inc.;

Family Care Home Health, Inc.;

Integrated Health Services of Brunswick, Inc.;

Medshares Consolidated, Inc.;

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Medshares Health Care Services, Inc.;

Medshares Holding Company, Inc.;

Medshares Home Care, Inc.;

Medshares Home Care of Coastal California, Inc.;

Medshares Home Care of Napa Valley, Inc.

Medshares Home Care of New Mexico, Inc.;

Medshares Home Care of Savannah, Inc.;

Medshares Home Care of Southeast Georgia, Inc.;

Medshares Hospice Care, Inc.;

Medshares Management Group, Inc.;

Medshares Nursing Services of Charlottesville, Inc.;

Meridian Corporation;

Procare Support Services of Livingston, Inc.;

Procare Support Services of Oak Ridge, Inc.;

Misty Nurses, Inc.;

Soleus Healthcare Services, Inc.;

Symphony Home Care Services No. 11, Inc.;

Symphony Home Care Services No. 15, Inc.;

Symphony Home Care Services No. 108, Inc.;

Symphony Home Care Services No. 198 -
Oklahoma, Inc.;

Symphony Home Care Services #105, Inc.;

TBN of TN, Incorporated; and

Tibian Healthcare, Inc.

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Advantage Home Health, Inc.

2714 Union Ave. Extended
Memphis, TN 38112
(Shelby County, TN)

Medshares Home Care of West Texas, Inc.

5290 McNutt Road
Suite 201
Santa Teresa, NM 88008
(Dona Ana County, NM)

2211 E. Missouri Avenue
Suite W101
El Paso, TX 79903
(El Paso County, TX)

All-Care Home Health Services of Texas, Inc.

2714 Union Ave. Extended
Memphis, TN 38112
(Shelby County, TN)

Medshares Home Care of Texas, Inc.

3050 Post Oak Blvd.
Suite 400
Houston, TX 77056
(Harris County, TX)

8600 Wurzbach, Suite 701
San Antonio, TX 78240
(Bexar County, TX)

All-Care Home Health Services of Virginia, Inc.

2714 Union Ave. Extended
Memphis, TN 38112
(Shelby County, TN)

Medshares Home Care of Virginia, Inc.

1300 Branchland Drive
Charlottesville, VA 22901
(City Clerk of Charlottesville, VA)

400 Southpark Blvd.
Suite A
Colonial Heights, VA 23834
(City Clerk of Colonial Heights, VA)

11846 Rock Landing Drive

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Suite C
Newport News, VA 23606
(City Clerk of Newport News, VA)

7271 Hanover Green Drive
Mechanicsville, VA 23111
(Hanover County, VA)

25367 Lankford Highway
Onley, VA 23418
(Accomack County, VA)

1025 Boulders Parkway
Suite 101
Richmond, VA 23225
(City Clerk of Richmond, VA)

7702 Parham Road, Ste. 104
Richmond, VA 23294
(City Clerk of Richmond, VA)

2201 West Broad Street
Suite 105
Richmond, VA 23220
(City Clerk of Richmond, VA)

3958 Anderson Highway
Powhatan, VA 23139
(Powhatan County, VA)

1950 Old Gallows Road
Suite 100
Vienna, VA 22182
(Fairfax County, VA)

All-Care Home Health Services, Inc.

2714 Union Ave. Extended
Memphis, TN 38112
(Shelby County, TN)

Medshares Home Care of Southwest Tennessee,
Inc.

850 Tatlock Street
Covington, TN 38019
(Tipton County, TN)

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

	3960 Knight Arnold Road Suite 322 Memphis, TN 38118 (Shelby County, TN)
	2158 Union Avenue Memphis, TN 38112 (Shelby County, TN)
	5025 English Towne Drive Memphis, TN 38128 (Shelby County, TN)
	16950 Highway 64 Somerville, TN 38068 (Fayette County., TN)
Home Care of Indiana, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Indiana, Inc.	
	8770 Gulon Road, Suite L Indianapolis, IN 46268 (Marion County, IN)
Home Care of North Central Tennessee, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of North Central Tennessee, Inc.	
	64 Dixon Springs Highway Carthage, TN 37030 (Smith County, TN)
	316 Walton Ferry Road Hendersonville, TN 37075 (Chester County, TN)
	227 French Landing Drive Suite 290 Nashville, TN 37228 (Davidson County, TN)

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

	P.O. Box 20 Woodbury, TN 37190 (Cannon County, TN)
Home Care of North Mississippi, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of North Mississippi, Inc.	
	P.O. Box 584 Holly Springs, MS 38635 (Marshall County, MS)
	6226 Highway 305 Suite C & D Olive Branch, MS 38854 (De Soto County, MS)
	126 Norfleet Drive Senatobia, MS 38668 (Tate County, MS)
	8705-B Northwest Drive Suite 11 Southaven, MS 38671 (De Soto County, MS)
Home Care of West Central Tennessee, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of West Central Tennessee, Inc.	
	514 South Broad Lexington, TN 38351 (Henderson County, TN)
	P.O. Box 160 Parsons, TN 38363 (Decatur County, TN)

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Home Health One, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Southwest Virginia, Inc.	P.O. Box 2166 Abingdon, VA 24212 (Washington County, VA)
	450 Orby Cantrell Hwy. S P.O. Box 1240 Big Stone Gap, VA 24219 (Wise County, VA)
Home Health Two, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Chincoteague	4098 Main Street, Suite 12 Chincoteague, VA 23336 (Accomack County, VA)
Homeaid, Inc. of Cumberland Plateau	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Cumberland Plateau, Inc.	103 W. Main Algood, TN 38501 (Putnam County, TN)
	19 Miracle Street Crossville, TN 38555 (Cumberland County, TN)
	305 South Holly Monterey, TN 38574 (Putnam County, TN)
Homeaid, Inc. of Southeast Tennessee, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Southeast Tennessee, Inc.	P.O. Drawer 410

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

	Benton, TN 37307 (Polk County, TN)
	718 South White Street Athens, TN 37303 (McMinn County, TN)
	241-A Signal Mountain Rd. Chattanooga, TN 37405 (Hamilton County, TN)
	P.O. Box 2861 Cleveland, TN 37320 (Bradley County, TN)
	7205 Lee Highway Chattanooga, TN 37412 (Hamilton County, TN)
Kentucky Home Care of Blue Grass, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Central Kentucky	
	2050 Versailles Road Lexington, KY 40504 (Fayette County, KY)
Kentucky Home Care of Green River, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Northwest Kentucky	
	3425 Frederica Street Suite 2 Owensboro, KY 42310 (Daviess County, KY)
Kentucky Home Care of Northern Kentucky, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Northern Kentucky	
	4147 Madison Pike Suite 2

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

	Covington, KY 41017 (Kenton County, KY)
Kentucky Home Care of Pennyrile, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Western Kentucky, Inc.	1055 N. Main, Suite 1 Madisonville, KY 42431 (Hopkins County, KY)
Kentucky Home Care of Southwest Kentucky, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Southwest Kentucky	1611 South Main St. Suite 9 Hopkinsville, KY 42240 (Christian County, KY)
Medshares Home Care of Birmingham, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
	3829 Loma Road Suite 312 Hoover, AL 35244 (Jefferson & Madison County, AL)
Medshares Home Care of Central Mississippi, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Tri-County Home Health Care of Mississippi, Inc.	705 Lexington Street Carrollton, MS 38917 (Carroll County, MS)
	101 Van Buren Street Carthage, MS 39051 (Leake County, MS)
	108 Carrollton Street

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

	Lexington, MS 39095 (Holmes County, MS)
	113 Northside Shopping Center Kosciusko, MS 39090 (Attala County, MS)
	108 South Front Street Winona, MS 38967 (Montgomery County, MS)
Medshares Home Care of Georgia, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Medshares Home Care of Atlanta, Inc.	
	4485 Fulton Industrial Blvd. Unit 1 Atlanta, GA 30336 (Fulton County, GA)
Medshares Infusion Group, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
	1680 Century Center Pkwy. Suite 9 Memphis, TN 38134 (Shelby County, TN)
Medshares Nursing Services of Central Alabama, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
	2511 Fairlane Dr. Building C, 2nd Floor Montgomery, AL 36116 (Montgomery County, AL)

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Medshares Nursing Services of Central Virginia, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
	2201 West Broad St. Suite 107 Richmond, VA 23220 (City Clerk of Richmond, VA)
Medshares Nursing Services of Memphis, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
MedPartners Nursing Services of Memphis, Inc.	
Maxi-Care Home Health Services, Inc.	1680 Century Center Parkway Suite #9 Memphis, TN 38134 (Shelby County, TN)
Medshares Nursing Services of Middle Tennessee, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
MedPartners Nursing Services of Middle Tennessee, Inc.; fka Home Care of Tennessee, Inc.	227 French Landing Suite #150 Nashville, TN 37228 (Davidson County, TN)
Medshares Nursing Services of Southwest Virginia, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Private Health One, Inc.	18 Seventh St. Suite #206 Park Avenue Center Norton, VA 24273 (City Clerk of Norton, VA)
Medshares Nursing Services of Virginia Eastern Shore, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Private Health Two, Inc.	25379 Lankford Highway

**NAMES UNDER WHICH SELLER IS
DOING BUSINESS AND PAYEE NAMES**

**ADDRESSES AT WHICH
SELLER IS DOING BUSINESS**

Montgomery Home Care, Inc.	Heritage Center Onley, VA 23418 (Accomack County, VA)
Pillets Enterprises, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Mini-Care Services; fka Poulin Enterprises, Inc.	2511 Fairlane Drive 2nd Floor, Building C Montgomery, AL 36116 (Montgomery County, AL)
Mini-Care of Florida, Inc.	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
Traditions Home Care of Arkansas, Inc.	3891 Stirling Rd. Ft. Lauderdale, FL 33312 (Broward County, FL)
Medshares Home Care of Central Arkansas, Inc.	5049 Okeechobee Blvd., Suite 10 West Palm Beach, FL 33417 (Palm Beach County, FL)
	2714 Union Ave. Extended Memphis, TN 38112 (Shelby County, TN)
	17706 I-30 Suite C4 Benton, AR 72015 (Saline County, AR)

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Arkansas		

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Hempstead County, AR	Medshares, Inc. of Arkansas 2418 Hwy. 73 E., P.O. Box 1537 Hope, AR 71802	Columbia Homecare Hope 2418 Hwy. 73 E., P.O. Box 1537 Hope, AR 71802
Hempstead County, AR	Medshares Home Care of Southwest Arkansas, Inc. 2418 Hwy. 73 E., P.O. Box 1537 Hope, AR 71802	
Columbia County, AR	Medshares, Inc. of Arkansas 1705 Eastridge Drive Magnolia, AR 71753	Columbia Homecare Hope 1705 Eastridge Drive Magnolia, AR 71753
Columbia County, AR	Medshares Home Care of Southwest Arkansas, Inc. 1705 Eastridge Drive Magnolia, AR 71753	
Howard County, AR	Medshares, Inc. of Arkansas 210 S. Main Nashville, AR 71852	Columbia Homecare Hope 210 S. Main Nashville, AR 71852
Howard County, AR	Medshares Home Care of Southwest Arkansas, Inc. 210 S. Main Nashville, AR 71852	
Nevada County, AR	Medshares, Inc. of Arkansas 120 W. 2 nd North Prescott, AR 71857	Columbia Homecare Hope 120 W. 2 nd North Prescott, AR 71857
Nevada County, AR	Medshares Home Care of Southwest Arkansas, Inc. 120 W. 2 nd North Prescott, AR 71857	
Pike County, AR	Medshares, Inc. of Arkansas 100 Mountain View, Suite 2 Glenwood, AR 71943	Columbia Homecare Glenwood 100 Mountain View, Suite 2 Glenwood, AR 71943
Pike County, AR	Medshares Home Care of Southwest Arkansas, Inc. 100 Mountain View, Suite 2 Glenwood, AR 71943	
Ouachita County, AR	Medshares, Inc. of Arkansas 1137 Washington S.W., Unit 113 Camden, AR 71701	Columbia Homecare Camden 1137 Washington S.W., Unit 113 Camden, AR 71701

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Ouachita County, AR	Medshares Home Care of Southwest Arkansas, Inc. 1137 Washington S.W., Unit 113 Camden, AR 71701	
Sevier County, AR	Medshares, Inc. of Arkansas 821 N. Maple DeQueen, AR 71832	Columbia Homecare DeQueen 821 N. Maple DeQueen, AR 71832
Sevier County, AR	Medshares Home Care of Western Arkansas, Inc. 821 N. Maple DeQueen, AR 71832	
Sevier County, AR	Medshares Hospice of Western Arkansas, Inc. 821 N. Maple DeQueen, AR 71832	
California		
Santa Clara County, CA	Medshares, Inc. of California 2025 Gateway Place, Suite 260 San Jose, CA 95110	Columbia Homecare and Hospice San Jose 2025 Gateway Place, Suite 260 San Jose, CA 95110
Santa Clara County, CA	Medshares Home Care of South Bay, Inc. 2025 Gateway Place, Suite 260 San Jose, CA 95110	
Santa Clara County, CA	Medshares Hospice of South Bay, Inc. 2025 Gateway Place, Suite 260 San Jose, CA 95110	
Santa Clara County, CA	Medshares Home Care of South Bay, Inc. 7855 Wren Avenue, Suite D Gilroy, CA 95020	
San Bernardino County, CA	Medshares, Inc. of California 12403 Central Avenue Chino, CA 91710	Columbia Homecare Chino Valley 12403 Central Avenue Chino, CA 91710
San Bernardino County, CA	Medshares Home Care of Southeast California, Inc. 12403 Central Avenue Chino, CA 91710	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
San Diego County, CA	Medshares, Inc. of California 4901 Morena Blvd., Suite 214 San Diego, CA 92117	Columbia Homecare Mission Bay 4901 Morena Blvd., Suite 214 San Diego, CA 92117
San Diego County, CA	Medshares Home Care of Mission Bay California, Inc. 4901 Morena Blvd., Suite 214 San Diego, CA 92117	
Sonoma County, CA	Medshares, Inc. of California 652 Petaluma Avenue, Suite D Sebastopol, CA 95472	Columbia Homecare Palm Drive 652 Petaluma Avenue, Suite D Sebastopol, CA 95472
Sonoma County, CA	Medshares Home Care of North Bay, Inc. 652 Petaluma Avenue, Suite D Sebastopol, CA 95472	
Sonoma County, CA	Medshares, Inc. of California 911 Medical Center Plaza, Suite 24 Windsor, CA 95492	Columbia Homecare Healdsburg 911 Medical Center Plaza, Suite 24 Windsor, CA 95492
Sonoma County, CA	Medshares Home Care of Northern California, Inc. 911 Medical Center Plaza, Suite 24 Windsor, CA 95492	
Alameda County, CA	Medshares, Inc. of California 13690 East 14 th Street, 2 nd Floor San Leandro, CA 94578	Home Health Link 13690 East 14 th Street, 2 nd Floor San Leandro, CA 94578
Alameda County, CA	Medshares Home Care of East Bay, Inc. 13690 East 14 th Street, 2 nd Floor San Leandro, CA 94578	
Los Angeles County, CA	Medshares, Inc. of California 7320 Woodlake Avenue, Suite 110 West Hills, CA 91307	Columbia Homecare West Hills 7320 Woodlake Avenue, Suite 110 West Hills, CA 91307
Los Angeles County, CA	Medshares Home Care of Southern California, Inc. 7320 Woodlake Avenue, Suite 110 West Hills, CA 91307	
Los Angeles, CA	Medshares Infusion Group of Southern California, Inc. 7320 Woodlake Ave., Suite 110 West Hills, CA 91307	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Ventura County, CA	Medshares, Inc. of California 2190 Lynn Road, Suite 320 Thousand Oaks, CA 91360	Columbia Homecare Los Robles 2190 Lynn Road, Suite 320 Thousand Oaks, CA 91360
Ventura County, CA	Medshares Home Care of Los Robles, Inc. 2190 Lynn Road, Suite 320 Thousand Oaks, CA 91360	
Orange County, CA	Medshares, Inc. of California 3055 West Orange Avenue, Suite 201 Anaheim, CA 92804	Columbia Homecare West Anaheim 3055 West Orange Avenue, Suite 201 Anaheim, CA 92804
Orange County, CA	Medshares Home Care of South Coastal California, Inc. 3055 West Orange Avenue, Suite 201 Anaheim, CA 92804	
Illinois		
Cook County, IL	Medshares, Inc. of Illinois 6406 Joliet Road, 2 nd Floor Countryside, IL 60525	Columbia Hospice Chicago 6406 Joliet Road, 2 nd Floor Countryside, IL 60525
Cook County, IL	Medshares Hospice of Western Chicago, Inc. 6406 Joliet Road, 2 nd Floor Countryside, IL 60525	
Cook County, IL	Medshares, Inc. of Illinois 19990 Governors Drive Olympia Fields, IL 60461	Columbia Homecare South Suburbs 19990 Governors Drive Olympia Fields, IL 60461
Cook County, IL	Medshares Home Care of Southern Chicago, Inc. 19990 Governors Drive Olympia Fields, IL 60461	
Cook County, IL	Medshares, Inc. of Illinois 2500 West Higgins Road, Suite 1065 Hoffman Estates, IL 60195	Columbia Homecare Northwest Suburbs 2500 West Higgins Road, Suite 1065 Hoffman Estates, IL 60195
Cook County, IL	Medshares Home Care of Northwest Chicago, Inc. 2500 West Higgins Road, Suite 1065 Hoffman Estates, IL 60195	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Cook County, IL	Medshares Home Care of Western Chicago, Inc. 6406 Joilet Road, 2 nd Floor Countryside, IL 60525	
Indiana		
Clark County, IN	Medshares, Inc. of Indiana 590 Missouri Avenue, Suite 202 Jeffersonville, IN 47130	Homecare of Southern Indiana 590 Missouri Avenue, Suite 202 Jeffersonville, IN 47130
Clark County, IN	Medshares Home Care of Southern Indiana, Inc. 590 Missouri Avenue, Suite 202 Jeffersonville, IN 47130	
Kentucky		
Pulaski County, KY	MSI of Kentucky, Inc. 114 Hardin Lane Somerset, KY 42501	Lake Cumberland Home Health 114 Hardin Lane Somerset, KY 42501
Pulaski County, KY	Medshares Home Care of Lake Cumberland, Inc. 114 Hardin Lane Somerset, KY 42501	
Barren County, KY	MSI of Kentucky, Inc. 1216 N. Race Street, Suite C Glasgow, KY 42141	Lake Cumberland Home Health 1216 N. Race Street, Suite C Glasgow, KY 42141
Barren County, KY	Medshares Home Care of Lake Cumberland, Inc. 1216 N. Race Street, Suite C Glasgow, KY 42141	
Russell County, KY	MSI of Kentucky, Inc. 169 Joe T. Petty Drive, P.O. Box 573 Russell Springs, KY 42642	Lake Cumberland Home Health 169 Joe T. Petty Drive, P.O. Box 573 Russell Springs, KY 42642
Russell County, KY	Medshares Home Care of Lake Cumberland, Inc. 169 Joe T. Petty Drive, P.O. Box 573 Russell Springs, KY 42642	
Clinton County, KY	MSI of Kentucky, Inc. 200 Twin Lakes Med. Center Suite E, Foothills Ave. Albany, KY 42602	Lake Cumberland Home Health 200 Twin Lakes Med. Center Suite E, Foothills Ave. Albany, KY 42602

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Clinton County, KY	Medshares Home Care of Lake Cumberland, Inc. 200 Twin Lakes Med. Center Suite E, Foothills Ave. Albany, KY 42602	
Taylor County, KY	MSI of Kentucky, Inc. 125 Kingswood Drive Campbellsville, KY 42718	Lake Cumberland Home Health 125 Kingswood Drive Campbellsville, KY 42718
Taylor County, KY	Medshares Home Care of Lake Cumberland, Inc. 125 Kingswood Drive Campbellsville, KY 42718	
McCreary County, KY	MSI of Kentucky, Inc. P.O. Box 58 Whitley City, KY 42653	Lake Cumberland Home Health P.O. Box 58 Whitley City, KY 42653
McCreary County, KY	Medshares Home Care of Lake Cumberland, Inc. P.O. Box 58 Whitley City, KY 42653	
Adair County, KY	MSI of Kentucky, Inc. 304 Campbellsville Rd., Suite 1 Columbia, KY 42728	Lake Cumberland Home Health 304 Campbellsville Rd., Suite 1 Columbia, KY 42728
Adair County, KY	Medshares Home Care of Lake Cumberland, Inc. 304 Campbellsville Rd., Suite 1 Columbia, KY 42728	
Casey County, KY	MSI of Kentucky, Inc. 39 Highway 49 Liberty, KY 42539	Lake Cumberland Home Health 39 Highway 49 Liberty, KY 42539
Casey County, KY	Medshares Home Care of Lake Cumberland, Inc. 39 Highway 49 Liberty, KY 42539	
Wayne County, KY	MSI of Kentucky, Inc. Tradway Shopping Center, P.O. Box 65 Monticello, KY 42633	Lake Cumberland Home Health Tradway Shopping Center, P.O. Box 65 Monticello, KY 42633

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Wayne County, KY	Medshares Home Care of Lake Cumberland, Inc. Tradway Shopping Center, P.O. Box 65 Monticello, KY 42633	
Hart County, KY	MSI of Kentucky, Inc. 709 S. Dixie Street Horse Cave, KY 42749	Lake Cumberland Home Health 709 S. Dixie Street Horse Cave, KY 42749
Hart County, KY	Medshares Home Care of Lake Cumberland, Inc. 709 S. Dixie Street Horse Cave, KY 42749	
Warren County, KY	MSI of Kentucky, Inc. 2425 Scottsville Road, Suite 120 Bowling Green, KY 42104	Columbia Homecare Greenview Reg. Hospital 2425 Scottsville Road, Suite 120 Bowling Green, KY 42104
Warren County, KY	Medshares Home Care of South Central Kentucky, Inc. 2425 Scottsville Road, Suite 120 Bowling Green, KY 42104	
Warren County, KY	Medshares Home Care of South Central Kentucky, Inc. 2425 Scottsville Road, Suite 120 Bowling Green, KY 42104	
Butler County, KY	MSI of Kentucky, Inc. 120 E. Ohio Street, P.O. Box 624 Morgantown, KY 42261	Columbia Homecare Greenview Reg. Hospital 120 E. Ohio Street, P.O. Box 624 Morgantown, KY 42261
Butler County, KY	Medshares Home Care of South Central Kentucky, Inc. 120 E. Ohio Street, P.O. Box 624 Morgantown, KY 42261	
Edmonson County, KY	MSI of Kentucky, Inc. 412 S. Main Street, P.O. Box 864 Brownsville, KY 42210	Columbia Homecare Greenview Reg. Hospital 412 S. Main Street, P.O. Box 864 Brownsville, KY 42210
Edmonson County, KY	Medshares Home Care of South Central Kentucky, Inc. 412 S. Main Street, P.O. Box 864 Brownsville, KY 42210	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Logan County, KY	MSI of Kentucky, Inc. 253 Hopkinsville Road, Suite E Russellville, KY 42276	Columbia Homecare Greenview Reg. Hospital 253 Hopkinsville Road, Suite E Russellville, KY 42276
Logan County, KY	Medshares Home Care of South Central Kentucky, Inc. 253 Hopkinsville Road, Suite E Russellville, KY 42276	
Hart County, KY	MSI of Kentucky, Inc. 150 Interstate Plaza, P.O. Box 597 Munfordville, KY 42765	Columbia Homecare Greenview Reg. Hospital 150 Interstate Plaza, P.O. Box 597 Munfordville, KY 42765
Hart County, KY	Medshares Home Care of South Central Kentucky, Inc. 150 Interstate Plaza, P.O. Box 597 Munfordville, KY 42765	
Hopkins County, KY	MSI of Kentucky, Inc. Northside Ctr., 1050 Thornberry Dr., Suite 4 Madisonville, KY 42431	Columbia Homecare Greenview Reg. Hospital Northside Ctr., 1050 Thornberry Dr., Suite 4 Madisonville, KY 42431
Hopkins County, KY	Medshares Home Care of South Central Kentucky, Inc. Northside Ctr., 1050 Thornberry Dr., Suite 4 Madisonville, KY 42431	
Jefferson County, KY	MSI of Kentucky, Inc. 100 Mallard Creek Drive, Suite 200 Louisville, KY 40207	Home Care of Louisville 100 Mallard Creek Drive, Suite 200 Louisville, KY 40207
Jefferson County, KY	Medshares Home Care of Kentucky, Inc. 100 Mallard Creek Drive, Suite 200 Louisville, KY 40207	
Jefferson County, KY	Medshares Home Care of Kentucky, Inc. 4917 East Dixie Hwy. Louisville, KY 40216	
Shelby County, KY	MSI of Kentucky, Inc. 148 Midland Trail Court Shelbyville, KY 40065	Home Care of Louisville 148 Midland Trail Court Shelbyville, KY 40065

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, KY	Medshares Home Care of Kentucky, Inc. 148 Midland Trail Court Shelbyville, KY 40065	
Bullitt County, KY	MSI of Kentucky, Inc. 322 E. Highway 44, P.O. Box 6737 Shepardsville, KY 40165	Home Care of Louisville 322 E. Highway 44, P.O. Box 6737 Shepardsville, KY 40165
Bullitt County, KY	Medshares Home Care of Kentucky, Inc. 322 E. Highway 44, P.O. Box 6737 Shepardsville, KY 40165	
Hardin County, KY	MSI of Kentucky, Inc. 1107 Crowne Pointe Drive, Suite 11 Elizabethtown, KY 42701	Home Care of Elizabethtown 1107 Crowne Pointe Drive, Suite 11 Elizabethtown, KY 42701
Hardin County, KY	Medshares Home Care of Middle Kentucky, Inc. 1107 Crowne Pointe Drive, Suite 11 Elizabethtown, KY 42701	
Grayson County, KY	MSI of Kentucky, Inc. 105 North Main Street Leitchfield, KY 42754	Home Care of Elizabethtown- Grayson Co. 105 North Main Street Leitchfield, KY 42754
Grayson County, KY	Medshares Home Care of Middle Kentucky, Inc. 105 North Main Street Leitchfield, KY 42754	
Johnson County, KY	Medshares Home Care of Lake Cumberland, Inc. 614 Madison Avenue Paintsville, KY 41240	
Larue County, KY	MSI of Kentucky, Inc. 928 Old Elizabethtown Rd., Suite 2 Hodgenville, KY 42748	Home Care of Elizabethtown-Larue Co. 928 Old Elizabethtown Rd., Suite 2 Hodgenville, KY 42748
Larue County, KY	Medshares Home Care of Middle Kentucky, Inc. 928 Old Elizabethtown Rd., Suite 2 Hodgenville, KY 42748	
Marion County, KY	MSI of Kentucky, Inc. 259 W. Walnut Street Lebanon, KY 40033	Home Care of Elizabethtown-Marion Co. 259 W. Walnut Street Lebanon, KY 40033

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Marion County, KY	Medshares Home Care of Middle Kentucky, Inc. 259 W. Walnut Street Lebanon, KY 40033	
Meade County, KY	MSI of Kentucky, Inc. Hwy. 1051, Suite 6 Brandenburg, KY 40108	Home Care of Elizabethtown-Meade Co. Hwy. 1051, Suite 6 Brandenburg, KY 40108
Meade County, KY	Medshares Home Care of Middle Kentucky, Inc. Hwy. 1051, Suite 6 Brandenburg, KY 40108	
Meade County, KY	Medshares Home Care of Lake Cumberland, Inc. 500 Bypass Road, 510 River Ridge Plaza Brandenburg, KY 40108	
Mercer County, KY	Medshares Home Care of Lake Cumberland, Inc. 202 N. College Harrodsburg, KY 40330	
Nelson County, KY	MSI of Kentucky, Inc. 208 W. John Fitch Avenue, Suite 208 Bardstown, KY 40004	Home Care of Elizabethtown-Nelson Co. 208 W. John Fitch Avenue, Suite 208 Bardstown, KY 40004
Nelson County, KY	Medshares Home Care of Middle Kentucky, Inc. 208 W. John Fitch Avenue, Suite 208 Bardstown, KY 40004	
Hardin County, KY	Medshares Home Care of Middle Kentucky, Inc. 550 W. Lincoln Trail Radcliff, KY 40160	
Hardin County, KY	Medshares Home Care of Middle Kentucky, Inc. 1002 Woodland Drive Elizabethtown, KY 42701	
Graves County, KY	MSI of Kentucky, Inc. 203 E. North Street Mayfield, KY 42066	Columbia Homecare Pinelake 203 E. North Street Mayfield, KY 42066

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Graves County, KY	Medshares Home Care of Commonwealth Kentucky, Inc. 203 E. North Street Mayfield, KY 42066	
Fayette County, KY	MSI of Kentucky, Inc. 310 S. Limestone Street Lexington, KY 40508	Columbia Homecare Central Kentucky 310 S. Limestone Street Lexington, KY 40508
Fayette County, KY	Medshares Home Care of Mideast Kentucky, Inc. 310 S. Limestone Street Lexington, KY 40508	
Fayette County, KY	Medshares Infusion Group of Bluegrass Kentucky, Inc. 310 S. Limestone Street Lexington, KY 40508	
Nevada		
Clark County, NV	Medshares, Inc. of Nevada 2061 E. Sahara Avenue Las Vegas, NV 89104	Columbia Homecare Sunrise 2061 E. Sahara Avenue Las Vegas, NV 89104
Clark County, NV	Medshares Home Care of Southern Nevada, Inc. 2061 E. Sahara Avenue Las Vegas, NV 89104	
New Mexico		
Eddy County, NM	Medshares, Inc. of New Mexico 800 W. Pierce Carlsbad, NB 88220	Medical Center of Carlsbad Home Health 800 W. Pierce Carlsbad, NB 88220
Eddy County, NM	Medshares Home Care of Southeastern New Mexico, Inc. 800 W. Pierce Carlsbad, NB 88220	
Dona Ana County, NM	Medshares, Inc. of New Mexico 1155 S. Telshor, Suite 306 Las Cruces, NM 88011	Nurses Unlimited of Las Cruces 1155 S. Telshor, Suite 306 Las Cruces, NM 88011

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Dona Ana County, NM	Medshares Home Care of Southern New Mexico, Inc. 1155 S. Telshor, Suite 306 Las Cruces, NM 88011	
South Carolina		
Charleston County, SC	Medshares, Inc. of South Carolina 29 Leinbach Drive Charleston, SC 29407	Columbia Homecare Doctor's 29 Leinbach Drive Charleston, SC 29407
Charleston County, SC	Medshares Home Care of Southeastern South Carolina, Inc. 29 Leinbach Drive Charleston, SC 29407	
Charleston County, SC	Medshares Home Care Coastal Carolina, Inc. 29 Leinbach Drive Charleston, SC 29407	
Colleton County, SC	Medshares, Inc. of South Carolina 109 Hiers Street Walterboro, SC 29488	Columbia Homecare Doctor's 109 Hiers Street Walterboro, SC 29488
Colleton County, SC	Medshares Home Care of Southeastern South Carolina, Inc. 109 Hiers Street Walterboro, SC 29488	
Charleston County, SC	Medshares, Inc. of South Carolina 29 Leinbach Drive, Bldg. B, Unit 3 Charleston, SC 29407	Columbia Homecare Coastal Carolina 29 Leinbach Drive, Bldg. B, Unit 3 Charleston, SC 29407
Tennessee		
Shelby County, TN	Medshares, Inc. of Arkansas 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of California 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	MSI of Kentucky, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares, Inc. of Illinois 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of Indiana 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of Nevada 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of New Mexico 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of South Carolina 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of Utah 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares, Inc. of Virginia 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Western Arkansas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southwest Arkansas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Western Arkansas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Western Arkansas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Southern Indiana, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southern Nevada, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southeastern New Mexico, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southern New Mexico, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southeastern South Carolina, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Coastal Carolina, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of North Central Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northeast Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of East Central Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northwest Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Northern Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Infusion Group of Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Central Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Western Utah, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Central Virginia, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Middle Virginia, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Blue Ridge Mountain Virginia, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Alleghany Highlands, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of New River Valley, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Clinch Valley, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Roanoke Valley, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Infusion Group of Central Virginia, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Western Chicago, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southern Chicago, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northwest Chicago, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Western Chicago, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of South Bay, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of South Bay, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northern California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Mission Bay California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of North Bay, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of East Bay, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southeast California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southern California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of West California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Los Robles, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of South Coastal California, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Coastal Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of New West Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Mideast Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of North Coastal Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southern Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Stateline Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of El Paso, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of North Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of South Gulf Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northeast Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of South Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Lone Star State, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Northwest Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southeast Coastal Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Brazos Valley, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Gulf Coast Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Eastern Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care Children's Services of North Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of North Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Northwest Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Dallas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of New West Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Shelby County, TN	Medshares Home Care of Southwest Dallas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Middle Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Southeast Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Rio Grande, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of East Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of El Paso, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of Inland Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Home Care of West Central Texas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	
Shelby County, TN	Medshares Hospice of Dallas, Inc. 2714 Union Avenue Extended Memphis, Tennessee 38112-4415	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Texas		
Montgomery County, TX	Medshares Home Care of Texas, Inc. 500 Medical Center Blvd., #120 Conroe, TX 77304	Columbia Homecare Conroe 500 Medical Center Blvd., #120 Conroe, TX 77304
Montgomery County, TX	Medshares Home Care of Mideast Texas, Inc. 500 Medical Center Blvd., #120 Conroe, TX 77304	
Harris County, TX	Medshares Home Care of Texas, Inc. 9816 Memorial Drive, Suite 207 Humble, TX 77338	Columbia Homecare Humble 9816 Memorial Drive, Suite 207 Humble, TX 77338
Harris County, TX	Medshares Home Care of Mideast Texas, Inc. 9816 Memorial Drive, Suite 207 Humble, TX 77338	
Harris County, TX	Medshares Home Care of Texas, Inc. 2900 North Loop West, Suite 580 Houston, TX 77092	Columbia Homecare 2900 North Loop West, Suite 580 Houston, TX 77092
Harris County, TX	Medshares Home Care of North Coastal Texas, Inc. 2900 North Loop West, Suite 580 Houston, TX 77092	
Jim Wells County, TX	Medshares Home Care of Texas, Inc. 311 West 3 rd Street Alice, TX 78332	Columbia Homecare Alice 311 West 3 rd Street Alice, TX 78332
Jim Wells County, TX	Medshares Home Care of Southern Texas, Inc. 311 West 3 rd Street Alice, TX 78332	
Jim Hogg County, TX	Medshares Home Care of Texas, Inc. 401 North Smith Hebbronville, TX 78361	Columbia Homecare Hebbronville 401 North Smith Hebbronville, TX 78361
Jim Hogg County, TX	Medshares Home Care of Southern Texas, Inc. 401 North Smith Hebbronville, TX 78361	
Grayson County, TX	Medshares Home Care of Texas, Inc. 1800 Teague Drive, Suite 403 Sherman, TX 75090	Community Homecare Texoma 1800 Teague Drive, Suite 403 Sherman, TX 75090

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Grayson County, TX	Medshares Home Care of Stateline Texas, Inc. 1800 Teague Drive, Suite 403 Sherman, TX 75090	
El Paso County, TX	Medshares Home Care of Texas, Inc. 4180 North Mesa, Suite 104 El Paso, TX 79902	El Paso Nurses Unlimited 4180 North Mesa, Suite 104 El Paso, TX 79902
El Paso County, TX	Medshares Home Care of New West Texas, Inc. 4180 North Mesa, Suite 104 El Paso, TX 79902	
Collin County, TX	Medshares Home Care of Texas, Inc. 130 South Central Expressway McKinney, TX 75070	Columbia Homecare McKinney 130 South Central Expressway McKinney, TX 75070
Collin County, TX	Medshares Home Care of North Central Texas, Inc. 130 South Central Expressway McKinney, TX 75070	
Nueces County, TX	Medshares Home Care of Texas, Inc. 4318 FM 1889 Robstown, TX 78380	Columbia Homecare Northwest 4318 FM 1889 Robstown, TX 78380
Nueces County, TX	Medshares Home Care of South Gulf Texas, Inc. 4318 FM 1889 Robstown, TX 78380	
San Patricio County, TX	Medshares Home Care of Texas, Inc. 117 East Sinton Street Sinton, TX 78387	Columbia Homecare Bee Area 117 East Sinton Street Sinton, TX 78387
San Patricio County, TX	Medshares Home Care of South Gulf Texas, Inc. 1145 East Sinton Street Sinton, TX 78387	
Goliad County, TX	Medshares Home Care of Texas, Inc. 2385 S. Chilton Ave. Goliad, TX 77963	Columbia Homecare Bee Area 2385 S. Chilton Ave. Goliad, TX 77963
Goliad County, TX	Medshares Home Care of South Gulf Texas, Inc. 2385 S. Chilton Ave. Goliad, TX 77963	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Live Oak County, TX	Medshares Home Care of Texas, Inc. 300 Houston George West, TX 78022	Columbia Homecare Bee Area 300 Houston George West, TX 78022
Live Oak County, TX	Medshares Home Care of South Gulf Texas, Inc. 300 Houston George West, TX 78022	
Karnes County, TX	Medshares Home Care of Texas, Inc. 3112 Sunset Strip Kenedy, TX 78229	Columbia Homecare Bee Area 3112 Sunset Strip Kenedy, TX 78229
Karnes County, TX	Medshares Home Care of South Gulf Texas, Inc. 3112 Sunset Strip Kenedy, TX 78229	
Aransas County, TX	Medshares Home Care of Texas, Inc. 644 E. Market Rockport, TX 78382	Columbia Homecare North Bay 644 E. Market Rockport, TX 78382
Aransas County, TX	Medshares Home Care of South Gulf Texas, Inc. 2309 Hwy. 35 North Rockport, TX 78382	
Kleberg County, TX	Medshares Home Care of Texas, Inc. 1212 North 14 th Street Kingsville, TX 78363	Columbia Homecare Northwest 1212 North 14 th Street Kingsville, TX 78363
Kleberg County, TX	Medshares Home Care of South Gulf Texas, Inc. 1212 North 14 th Street Kingsville, TX 78363	
Bee County, TX	Medshares Home Care of Texas, Inc. 325 S. Washington, P.O. Box 1777 Beeville, TX 78104	Columbia Homecare Northwest 325 S. Washington, P.O. Box 1777 Beeville, TX 78104
Bee County, TX	Medshares Home Care of South Gulf Texas, Inc. 325 S. Washington, P.O. Box 1777 Beeville, TX 78104	
Upshur County, TX	Medshares Home Care of Texas, Inc. 101-A Simpson Gilmer, TX 75644	Columbia Homecare Longview Reg. Medical Ctr. 101-A Simpson Gilmer, TX 75644

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Upshur County, TX	Medshares Home Care of Northeast Texas, Inc. 101-A Simpson Gilmer, TX 75644	
Gregg County, TX	Medshares Home Care of Texas, Inc. 1009 North 4 th Street, Suite 106 Longview, TX 75601	Columbia Homecare Longview Reg. Medical Ctr. 1009 North 4 th Street, Suite 106 Longview, TX 75601
Gregg County, TX	Medshares Home Care of Northeast Texas, Inc. 1009 North 4 th Street, Suite 106 Longview, TX 75601	
Bexar County, TX	Medshares Home Care of Texas, Inc. 5282 Medical Drive, Suite 416 San Antonio, TX 78229	Methodist Home Care 5282 Medical Drive, Suite 416 San Antonio, TX 78229
Bexar County, TX	Medshares Home Care of South Central Texas, Inc. 5282 Medical Drive, Suite 416 San Antonio, TX 78229	
Morris County, TX	Medshares Home Care of Texas, Inc. 1104 Broadway Street Daingerfield, TX 75638	Columbia Homecare Northeast Texas 1104 Broadway Street Daingerfield, TX 75638
Morris County, TX	Medshares Home Care of Lone Star State, Inc. 1104 Broadway Street Daingerfield, TX 75638	
Bowie County, TX	Medshares Home Care of Texas, Inc. 4939 North Elizabeth Street Texarkana, TX 75503	Columbia Homecare Northeast Texas 4939 North Elizabeth Street Texarkana, TX 75503
Bowie County, TX	Medshares Home Care of Lone Star State, Inc. 4939 North Elizabeth Street Texarkana, TX 75503	
Cass County, TX	Medshares Home Care of Texas, Inc. 301 Pinecrest Drive Atlanta, TX 75551	Columbia Homecare Northeast Texas 301 Pinecrest Drive Atlanta, TX 75551
Cass County, TX	Medshares Home Care of Lone Star State, Inc. 301 Pinecrest Drive Atlanta, TX 75551	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Harrison County, TX	Medshares Home Care of Texas, Inc. 614 S. Washington Street Marshall, TX 75670	Columbia Homecare Northeast Texas 614 S. Washington Street Marshall, TX 75670
Harrison County, TX	Medshares Home Care of Lone Star State, Inc. 614 S. Washington Street Marshall, TX 75670	
Gray County, TX	Medshares Home Care of Texas, Inc. 912 W. Kentucky Avenue Pampa, TX 79065	Columbia Homecare Pampa 912 W. Kentucky Avenue Pampa, TX 79065
Gray County, TX	Medshares Home Care of North West Texas, Inc. 912 W. Kentucky Avenue Pampa, TX 79065	
Gray County, TX	Medshares Home Care of North West Texas 100 W. 30 th St. Suite 107 Pampa, TX 79065	
Potter County, TX	Medshares Home Care of Texas, Inc. 4106 West 51 st Amarillo, TX 79109	Columbia Homecare Amarillo 4106 West 51 st Amarillo, TX 79109
Potter County, TX	Medshares Home Care of North West Texas, Inc. 4106 West 51 st Amarillo, TX 79109	
Hutchinson County, TX	Medshares Home Care of Texas, Inc. 421 Dehl Borger, TX 79007	Columbia Homecare Borger 421 Dehl Borger, TX 79007
Hutchinson County, TX	Medshares Home Care of North West Texas, Inc. 421 Dehl Borger, TX 79007	
Moore County, TX	Medshares Home Care of Texas, Inc. 801 S. Bliss, Suite 107 Dumas, TX 79029	Columbia Homecare Dumas 801 S. Bliss, Suite 107 Dumas, TX 79029
Moore County, TX	Medshares Home Care of North West Texas, Inc. 801 S. Bliss, Suite 107 Dumas, TX 79029	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Jefferson County, TX	Medshares Home Care of Texas, Inc. 810 Hospital Drive, Suite 115 Beaumont, TX 77701	Columbia Homecare Beaumont 810 Hospital Drive, Suite 115 Beaumont, TX 77701
Jefferson County, TX	Medshares Home Care of Southeast Coastal Texas, Inc. 810 Hospital Drive, Suite 115 Beaumont, TX 77701	
Brazos County, TX	Medshares Home Care of Texas, Inc. 2411 Texas Avenue College Station, TX 77840	College Station Homecare 2411 Texas Avenue College Station, TX 77840
Brazos County, TX	Medshares Home Care of Brazos Valley, Inc. 2411 Texas Avenue College Station, TX 77840	
Wharton County, TX	Medshares Home Care of Texas, Inc. 2918 North Richmond Wharton, TX 77488	Gulf Coast Home Care 2918 North Richmond Wharton, TX 77488
Wharton County, TX	Medshares Home Care of Gulf Coast Texas, Inc. 2918 North Richmond Wharton, TX 77488	
Matagorda County, TX	Medshares Home Care of Texas, Inc. 2408 Avenue F Bay City, TX 77414	Gulf Coast Home Care 2408 Avenue F Bay City, TX 77414
Matagorda County, TX	Medshares Home Care of Gulf Coast Texas, Inc. 2408 Avenue F Bay City, TX 77414	
Bowie County, TX	Medshares Home Care of Texas, Inc. 109 S. W. Front Street Dekalb, TX 75559	Columbia Home Care Northeast Texas 109 S. W. Front Street Dekalb, TX 75559
Bowie County, TX	Medshares Home Care of Lone Star State, Inc. 109 S. W. Front Street Dekalb, TX 75559	
Wharton County, TX	Medshares Home Care of Texas, Inc. 1102 North Mechanic Street, Suite B El Campo, TX 77437	Gulf Coast Hospice 1102 North Mechanic Street, Suite B El Campo, TX 77437

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Wharton County, TX	Medshares Home Care of Gulf Coast Texas, Inc. 1102 North Mechanic Street, Suite B El Campo, TX 77437	
Wharton County, TX	Medshares Hospice of Coastal Texas, Inc. 1102 North Mechanic Street, Suite B El Campo, TX 77437	
Fort Bend County, TX	Medshares Home Care of Gulf Coast Texas, Inc. 1106 Morton Street, Morton Square, Suite A Richmond, TX 77469	
Hardin County, TX	Medshares Home Care of Texas, Inc. 1104 North Fifth Street, Suite 100 Silsbee, TX 77656	Columbia Homecare Silsbee 1104 North Fifth Street, Suite 100 Silsbee, TX 77656
Hardin County, TX	Medshares Home Care of Eastern Texas, Inc. 1104 North Fifth Street, Suite 100 Silsbee, TX 77656	
Dallas County, TX	Medshares Home Care of Texas, Inc. 1300 West Mockingbird, Suite 160 Dallas, TX 75247	Columbia Homecare 1300 West Mockingbird, Suite 160 Dallas, TX 75247
Dallas County, TX	Medshares Hospice of North Texas, Inc. 1300 West Mockingbird, Suite 160 Dallas, TX 75247	
Dallas County, TX	Medshares Home Care Children's Services of North Texas, Inc. 1300 West Mockingbird, Suite 160 Dallas, TX 75247	
Dallas County, TX	Medshares Home Care of Texas, Inc. 833 E. Arapaho, Suite 105 Richardson, TX 75081	Columbia Homecare Dallas 833 E. Arapaho, Suite 105 Richardson, TX 75081
Dallas County, TX	Medshares Home Care of Dallas, Inc. 833 E. Arapaho, Suite 105 Richardson, TX 75081	
Denton County, TX	Medshares Home Care of Texas, Inc. 1310 Scripture Denton, TX 76201	Columbia Homecare Denton 1310 Scripture Denton, TX 76201

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Denton County, TX	Medshares Home Care of North Texas, Inc. 1310 Scripture Denton, TX 76201	
Dallas County, TX	Medshares Home Care of Texas, Inc. 606 Oriole Blvd., Suite 300 Duncanville, TX 75116	Columbia Homecare Duncanville 606 Oriole Blvd., Suite 300 Duncanville, TX 75116
Dallas County, TX	Medshares Home Care of Dallas, Inc. 606 Oriole Blvd., Suite 300 Duncanville, TX 75116	
Henderson County, TX	Medshares Home Care of Texas, Inc. 1030 West Main Street Gun Barrel City, TX 75147	Columbia Homecare Gun Barrel City 1030 West Main Street Gun Barrel City, TX 75147
Henderson County, TX	Medshares Home Care of Dallas, Inc. 1030 West Main Street Gun Barrel City, TX 75147	
Tarrant County, TX	Medshares Home Care of Texas, Inc. 1350 S. Main, Suite 4150 Fort Worth, TX 76104	Columbia Homecare Ft. Worth 1350 S. Main, Suite 4150 Fort Worth, TX 76104
Tarrant County, TX	Medshares Home Care of Middle Texas, Inc. 1350 S. Main, Suite 4150 Fort Worth, TX 76104	
McLennan County, TX	Medshares Home Care of Texas, Inc. 1105 Wooded Acres, Suite 3 Waco, TX 76710	Columbia Homecare Waco 1105 Wooded Acres, Suite 3 Waco, TX 76710
McLennan County, TX	Medshares Home Care of Middle Texas, Inc. 1105 Wooded Acres, Suite 3 Waco, TX 76710	
Hood County, TX	Medshares Home Care of Texas, Inc. One South Town Place Granbury, TX 76048	Columbia Homecare Granbury One South Town Place Granbury, TX 76048
Hood County, TX	Medshares Home Care of Middle Texas, Inc. One South Town Place Granbury, TX 76048	
Hood County, TX	Medshares Hospice of North Texas, Inc. 1009 Paluxy Road Granbury, TX 76048	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Erath County, TX	Medshares Home Care of Texas, Inc. 193 South Graham Stephenville, TX 76041	Columbia Homecare Stephenville 193 South Graham Stephenville, TX 76041
Erath County, TX	Medshares Home Care of Middle Texas, Inc. 193 South Graham Stephenville, TX 76041	
Parker County, TX	Medshares Home Care of Texas, Inc. 908-D South Main Weatherford, TX 76086	Columbia Homecare Weatherford 908-D South Main Weatherford, TX 76086
Parker County, TX	Medshares Home Care of Middle Texas, Inc. 908-D South Main Weatherford, TX 76086	
Victoria County, TX	Medshares Home Care of Texas, Inc. 1501 Mockingbird Lane Victoria, TX 77902	DeTar Home Health 1501 Mockingbird Lane Victoria, TX 77902
Victoria County, TX	Medshares Home Care of Southeast Texas, Inc. 1501 Mockingbird Lane Victoria, TX 77902	
Tarrant County, TX	Medshares Home Care of Texas, Inc. 3100 Matlock Road, Suite 103 Arlington, TX 76015	Mid-Cities Home Health Agency 3100 Matlock Road, Suite 103 Arlington, TX 76015
Tarrant County, TX	Medshares Home Care of Middle Texas, Inc. 3100 Matlock Road, Suite 103 Arlington, TX 76015	
Brown County, TX	Medshares Home Care of Texas, Inc. 600 Fifth Avenue, Suite 100 Brownwood, TX 76801	Columbia Homecare Brownwood 600 Fifth Avenue, Suite 100 Brownwood, TX 76801
Brown County, TX	Medshares Home Care of Central Texas, Inc. 600 Fifth Avenue, Suite 100A Brownwood, TX 76801	
Brown County, TX	Medshares Hospice of Central Texas, Inc. 600 Fifth Avenue, Suite 100 Brownwood, TX 76801	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Callahan County, TX	Medshares Home Care of Texas, Inc. 902 N. Main Street Cross Plains, TX 76443	Columbia Homecare Brownwood 902 N. Main Street Cross Plains, TX 76443
Callahan County, TX	Medshares Home Care of Central Texas, Inc. 902 N. Main Street Cross Plains, TX 76443	
Callahan County, TX	Medshares Hospice of Central Texas, Inc. 902 N. Main Street Cross Plains, TX 76443	
Webb County, TX	Medshares Home Care of Texas, Inc. 201 W. Del Mar, Suite 16 Laredo, TX 78041	Columbia Homecare Doctors Hospital of Laredo 201 W. Del Mar, Suite 16 Laredo, TX 78041
Webb County, TX	Medshares Home Care of Rio Grande, Inc. 201 W. Del Mar, Suite 16 Laredo, TX 78041	
Angelina County, TX	Medshares Home Care of Texas, Inc. 232 N. John Redditt Drive Lufkin, TX 75904	Columbia Homecare Woodland Heights 232 N. John Redditt Drive Lufkin, TX 75904
Angelina County, TX	Medshares Home Care of East Central Texas, Inc. 232 N. John Redditt Drive Lufkin, TX 75904	
El Paso County, TX	Medshares Home Care of New West Texas, Inc. 4180 North Mesa, Suite 104 El Paso, TX 79902	Nurses Unlimited of El Paso 4180 North Mesa, Suite 104 El Paso, TX 79902
El Paso County, TX	Medshares Home Care of El Paso, Inc. 4180 North Mesa, Suite 104 El Paso, TX 79902	
Harris County, TX	Medshares Home Care of Texas, Inc. 7400 Fannin, Suite 1295 Houston, TX 77054	Columbia Homecare Houston 7400 Fannin, Suite 1295 Houston, TX 77054

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Harris County, TX	Medshares Home Care of Inland Texas, Inc. 7400 Fannin, Suite 1295 Houston, TX 77054	
Harris County, TX	Medshares Home Care of Texas, Inc. 400 Medical Center Blvd., Suite 211 Webster, TX 77598	Columbia Homecare Clear Lake 400 Medical Center Blvd., Suite 211 Webster, TX 77598
Harris County, TX	Medshares Home Care of Inland Texas, Inc. 400 Medical Center Blvd., Suite 211 Webster, TX 77598	
Harris County, TX	Medshares Home Care of Texas, Inc. 1001 E. Southmore, Suite 414 Pasadena, TX 77503	Columbia Homecare Bayshore 1001 E. Southmore, Suite 414 Pasadena, TX 77503
Harris County, TX	Medshares Home Care of Inland Texas, Inc. 1001 E. Southmore, Suite 414 Pasadena, TX 77503	
Harris County, TX	Medshares Home Care of Texas, Inc. 20501 Katy Freeway, Suite 228 Katy, TX 77450	Columbia Homecare Katy 20501 Katy Freeway, Suite 228 Katy, TX 77450
Harris County, TX	Medshares Home Care of Inland Texas, Inc. 20501 Katy Freeway, Suite 228 Katy, TX 77450	
Harris County, TX	Medshares Home Care of Texas, Inc. 8300 Waterbury, Suite 330 Houston, TX 77055	Columbia Homecare Spring Branch 8300 Waterbury, Suite 330 Houston, TX 77055
Harris County, TX	Medshares Home Care of Inland Texas, Inc. 8300 Waterbury, Suite 330 Houston, TX 77055	
Nueces County, TX	Medshares Home Care of Texas, Inc. 3643 South Staples Corpus Christi, TX 78411	Columbia Homecare Corpus Christi 3643 South Staples Corpus Christi, TX 78411
Nueces County, TX	Medshares Home Care of Gulf Area, Inc. 3643 South Staples Corpus Christi, TX 78411	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Tom Green County, TX	Medshares Home Care of Texas, Inc. 2117 Knickerbocker Road, Suite A San Angelo, TX 76904	Community Homecare 2117 Knickerbocker Road, Suite A San Angelo, TX 76904
Tom Green County, TX	Medshares Home Care of West Central Texas, Inc. 2117 Knickerbocker Road, Suite A San Angelo, TX 76904	
Karnes County, TX	Medshares Home Care of South Gulf Texas, Inc. 915BS Panna Mana Karnes City, TX 78118	
Utah		
Salt Lake County, UT	Medshares, Inc. of Utah 3540 S. 4000 West, Suite 150 West Valley, UT 84120	Columbia Homecare Utah 3540 S. 4000 West, Suite 150 West Valley, UT 84120
Salt Lake County, UT	Medshares Home Care of Western Utah, Inc. 3540 S. 4000 West, Suite 150 West Valley, UT 84120	
Salt Lake County, UT	Medshares, Inc. of Utah 1935 East Vine Street, Suite 350 Salt Lake City, UT 84121	Columbia Homecare Utah 1935 East Vine Street, Suite 350 Salt Lake City, UT 84121
Salt Lake County, UT	Medshares Home Care of Western Utah, Inc. 1935 East Vine Street, Suite 350 Salt Lake City, UT 84121	
Salt Lake County, UT	Medshares, Inc. of Utah 150 Wright Brothers Drive, Suite 540 Salt Lake City, UT 84116	Columbia Homecare Utah 150 Wright Brothers Drive, Suite 540 Salt Lake City, UT 84116
Salt Lake County, UT	Medshares Infusion Group of Utah, Inc. 150 Wright Brothers Drive, Suite 540 Salt Lake City, UT 84116	
Washington County, UT	Medshares, Inc. of Utah 75 South 100 East, Suite 1D St. George, UT 84770	Columbia Homecare Utah 75 South 100 East, Suite 1D St. George, UT 84770
Washington County, UT	Medshares Home Care of Western Utah, Inc. 75 South 100 East, Suite 1D St. George, UT 84770	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Tooele County, UT	Medshares, Inc. of Utah 39 North Main Street Tooele, UT 84074	Columbia Homecare Utah 39 North Main Street Tooele, UT 84074
Tooele County, UT	Medshares Home Care of Western Utah, Inc. 39 North Main Street Tooele, UT 84074	
Summit County, UT	Medshares, Inc. of Utah P.O. Box 669, 280 E. Center Street Kamas, UT 84036	Columbia Homecare Utah P.O. Box 669, 280 E. Center Street Kamas, UT 84036
Summit County, UT	Medshares Home Care of Western Utah, Inc. P.O. Box 669, 280 E. Center Street Kamas, UT 84036	
Weber County, UT	Medshares, Inc. of Utah 5495 South 500 East Ogden, UT 84405	Columbia Homecare Utah 5495 South 500 East Ogden, UT 84405
Weber County, UT	Medshares Home Care of North Central Utah, Inc. 5495 South 500 East Ogden, UT 84405	
Uintah County, UT	Medshares, Inc. of Utah 38 East 100 North Vernal, UT 84078	Columbia Homecare Utah 38 East 100 North Vernal, UT 84078
Uintah County, UT	Medshares Home Care of Northeast Utah, Inc. 38 East 100 North Vernal, UT 84078	
Carbon County, UT	Medshares, Inc. of Utah 295 South Highway 55 Price, UT 84501	Columbia Homecare Utah 295 South Highway 55 Price, UT 84501
Carbon County, UT	Medshares Home Care of East Central Utah, Inc. 295 South Highway 55 Price, UT 84501	
Utah County, UT	Medshares, Inc. of Utah 39 N. Professional Way, Suite 2 Payson, UT 84651	Columbia Homecare Utah 39 N. Professional Way, Suite 2 Payson, UT 84651

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Utah County, UT	Medshares Home Care of Central Utah, Inc. 39 N. Professional Way, Suite 2 Payson, UT 84651	
Utah County, UT	Medshares Home Care of Central Utah, Inc. 2230 North University Parkway, #2C Provo, UT 84604	
Box Elder County, UT	Medshares, Inc. of Utah 984 South 500 West, Suite 100 Brigham City, UT 84302	Columbia Homecare Utah 984 South 500 West, Suite 100 Brigham City, UT 84302
Box Elder County, UT	Medshares Home Care of Northwest Utah, Inc. 984 South 500 West, Suite 100 Brigham City, UT 84302	
Cache County, UT	Medshares, Inc. of Utah 1395 North 400 East, Suite C Logan, UT 84341	Columbia Homecare Utah 1395 North 400 East, Suite C Logan, UT 84341
Cache County, UT	Medshares Home Care of Northwest Utah, Inc. 1395 North 400 East, Suite C Logan, UT 84341	
Summit County, UT	Medshares, Inc. of Utah 101 Commercial Street P.O. Box 769 Morgan, UT 84050	Columbia Homecare Utah 101 Commercial Street P.O. Box 769 Morgan, UT 84050
Summit County, UT	Medshares Home Care of North Central Utah, Inc. 101 Commercial Street P.O. Box 769 Morgan, UT 84050	
Davis County, UT	Medshares, Inc. of Utah 520 East Medical Drive, Suite 320 Bountiful, UT 84010	Columbia Homecare Utah 520 East Medical Drive, Suite 320 Bountiful, UT 84010
Davis County, UT	Medshares Home Care of Northern Utah, Inc. 520 East Medical Drive, Suite 320 Bountiful, UT 84010	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Virginia		
City of Richmond, VA	Medshares, Inc. of Virginia 2619 Floyd Ave. Richmond, VA 23220	Columbia Homecare Central VA 2619 Floyd Ave. Richmond, VA 23220
City of Richmond, VA	Medshares Home Care of Middle Virginia, Inc. 2619 Floyd Ave. Richmond, VA 23220	
City of Richmond, VA	Medshares, Inc. of Virginia 1401 Johnston-Willis Drive Richmond, VA 23235	Columbia Homecare Central Virginia 1401 Johnston-Willis Drive Richmond, VA 23235
City of Richmond, VA	Medshares Home Care of Middle Virginia, Inc. 1401 Johnston-Willis Drive Richmond, VA 23235	
City of Hopewell, VA	Medshares, Inc. of Virginia 308 N. 4 th Avenue Hopewell, VA 23860	Columbia Homecare Central Virginia 308 N. 4 th Avenue Hopewell, VA 23860
City of Hopewell, VA	Medshares Home Care of Middle Virginia, Inc. 308 N. 4 th Avenue Hopewell, VA 23860	
Alleghany County, VA	Medshares, Inc. of Virginia 1 Alleghany Regional Hospital Lane Low Moor, VA 24457	Columbia Homecare Alleghany Reg. Hospital 1 Alleghany Regional Hospital Lane Low Moor, VA 24457
Alleghany County, VA	Medshares Home Care of Alleghany Highlands, Inc. 1 Alleghany Regional Hospital Lane Low Moor, VA 24457	
City of Lexington, VA	Medshares, Inc. of Virginia College Square Shopping Center, Rt. 11 North Lexington, VA 24450	Columbia Homecare Alleghany Reg. Hospital College Square Shopping Center, Rt. 11 North Lexington, VA 24450
City of Lexington, VA	Medshares Home Care of Alleghany Highlands, Inc. College Square Shopping Center, Rt. 11 North Lexington, VA 24450	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Montgomery County, VA	Medshares, Inc. of Virginia 3700 S. Main Street Blacksburg, VA 24060	Columbia Homecare Montgomery Reg. Hospital 3700 S. Main Street Blacksburg, VA 24060
Montgomery County, VA	Medshares Home Care of New River Valley, Inc. 3700 S. Main Street Blacksburg, VA 24060	
Floyd County, VA	Medshares, Inc. of Virginia 203 S. Locust Street Floyd, VA 24091	Columbia Homecare Montgomery Reg. Hospital 203 S. Locust Street Floyd, VA 24091
Floyd County, VA	Medshares Home Care of New River Valley, Inc. 203 S. Locust Street Floyd, VA 24091	
Tazewell County, VA	Medshares, Inc. of Virginia 2951 West Front Street, Suite 2100 Richlands VA 24641	Columbia Homecare Clinch Valley 2951 West Front Street, Suite 2100 Richlands VA 24641
Tazewell County, VA	Medshares Home Care of Clinch Valley, Inc. 2951 West Front Street, Suite 2100 Richlands VA 24641	
City of Salem, VA	Medshares, Inc. of Virginia 1900 Electric Road Salem, VA 24153	Columbia Homecare Lewis-Gale Medical Center 1900 Electric Road Salem, VA 24153
City of Salem, VA	Medshares Home Care of Roanoke Valley, Inc. 1900 Electric Road Salem, VA 24153	
Pulaski County, VA	Medshares, Inc. of Virginia 2400 Lee Highway, P.O. Box 759 Pulaski, VA 24301	Columbia Homecare Pulaski Comm. Hospital 2400 Lee Highway, P.O. Box 759 Pulaski, VA 24301
Pulaski County, VA	Medshares Home Care of Blue Ridge Mountain Virginia, Inc. 2400 Lee Highway, P.O. Box 759 Pulaski, VA 24301	

STATE	LEGAL NAMES AND LOCATIONS AND PERMANENT DOING BUSINESS AS NAMES AND LOCATIONS	TEMPORARY DOING BUSINESS AS NAMES AND LOCATIONS
Wythe County, VA	Medshares, Inc. of Virginia 1480 E. Main Street, Suite 702 Wytheville, VA 24382	Columbia Homecare Pulaski Comm. Hospital 1480 E. Main Street, Suite 702 Wytheville, VA 24382
Wythe County, VA	Medshares Home Care of Blue Ridge Mountain Virginia, Inc. 1480 E. Main Street, Suite 702 Wytheville, VA 24382	
City of Richmond, VA	Medshares, Inc. of Virginia 9200 Arboretum Parkway, Suite 120 Richmond, VA 23236	Columbia Homecare 9200 Arboretum Parkway, Suite 120 Richmond, VA 23236
City of Richmond, VA	Medshares Infusion Group of Virginia, Inc. 9200 Arboretum Parkway, Suite 120 Richmond, VA 23236	Columbia Hospice and Family Care 1405 Johnston-Willis Drive Richmond, VA 23205
West Virginia		
Greenbrier County, WV	Medshares, Inc. of Virginia 208 S. Court Street Lewisburg, WV 24901	
Greenbrier County, WV	Medshares Infusion Group of Virginia, Inc. 208 S. Court Street Lewisburg, WV 24901	

NAMES UNDER WHICH SELLER IS DOING BUSINESS AND PAYEE NAMES

ADDRESSES AT WHICH SELLER IS DOING BUSINESS

Arcadia Health Care, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

3554 Round Barn Boulevard, Suite 300
Santa Rosa, CA 95403
(Sonoma County, CA)

208 Lakeside Drive
Southampton, PA 18966
(Bucks County, PA)

	911 NW Loop 281, Suite 304 Midland, TX 75604 (Gregg County, TX)
	4142 Melrose Avenue NW, Suite 12 Roanoke, VA 24017 (City of Roanoke, VA)
	319 1 st Street, Suite 8 Radford, VA 24141 (City of Radford, VA)
Arcadia Health Care, Inc.	1660 South Stemmons Freeway, Suite 360 Lewisville, TX 75067 (Denton County, TX)
IHS Home Care	
IHS Home Care of Troy	26777 Central Park Blvd., Suite 200 Southfield, MI 48076 (Oakland County, MI)
IHS Home Care of Dearborn	
IHS Home Care of Southfield	
Soleus Healthcare Services of Central Colorado, Inc. fka IHS Home Care Services of Colorado, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	1777 South Harrison Road, Suite 420 Denver, CO 80210 (Denver County, CO)
Soleus Healthcare Services of South Central Colorado fka Symphony Home Care Services No. 103, Inc.	4740 Flintridge Drive, Suite 200 Colorado Springs, CO 80918 (El Paso County, CO)
	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
Soleus Healthcare Services of North Central Alabama fka IHS Home Care Services of Alabama, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	234 Aquarius Drive, Suite 103

Birmingham, Alabama 35209-5867
(Shelby County, AL)

1415 Hillyer
Robinson Industrial Parkway
Anniston, AL 36207-6707
(Calhoun County, AL)

727 Memorial Drive, Suites 103 & 105
Bessemer, AL 35023-6029
(Jefferson County, AL)

198 Hospital Drive
Centreville, AL 35042-1156
(Bibb County, AL)

206 Medical Center Drive
Clanton, Alabama 35045-2330
(Chilton County, AL)

Highway 278 East
Double Springs, AL 35553-0669
(Winston County, AL)

3555 Alabama
Highway 69
Guntersville, AL 35976-1430
(Marshall County, AL)

417 Main Street, NW
Hanceville, AL 35077-5459
(Calhoun County, AL)

1208 Highway 31, NW
Hartselle, AL 35640-4421
(Morgan County, AL)

880 Almond Street
Heflin, AL 36264-9702
(Cleburne County, AL)

1902 Corona Avenue
Jasper, AL 35501-3957

(Walker County, AL)

201 Ampitheatre Road
Pelham, AL 35124
(Shelby County, AL)

202 Bruce
Etheridge Parkway
Pell City, AL 35125-9998
(St. Clair County, AL)

27115 John T. Reid Parkway
Scottsboro, AL 35768
(Jackson County, AL)

87563 Highway 278 E.
Snead, AL 35952-0636
(Blount County, AL)

5 Berniston Avenue
Talladega, AL 35160
(Talladega County, AL)

In-Home Health Care, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

5242 South College Drive, Suite 370
Salt Lake City, Utah 84123-2653
(Salt Lake County, UT)

3340 Harrison Boulevard, Suite 110
Ogden, UT 84430
(Weber County, UT)

883 South Orem Boulevard
Orem, UT 84058
(Utah County, UT)

Soleus Healthcare Services of Northern Ohio,
Inc. fka IHS Home Care Services of Ohio, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

4802 Timber Commons
Sandusky, OH 44870

(Erie County, OH)

4350 Glendale Milford
Cincinnati, OH 45242
(Hamilton County, OH)

6500 Busch Boulevard, S-210
Columbus, OH 43229
(Franklin County, OH)

3200 North Main Street
Findlay, OH 45840
(Hancock County, OH)

7010 Spring Meadow Drive, West
Holland, OH 43528-8137
(Lucas County, OH)

Soleus Healthcare Services of Northeast Ohio,
Inc. fka Symphony Home Care Services No.
113, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

26250 Euclid Avenue, #435
Euclid, OH 44132
(Cuyahoga County, OH)

108 Westchester Drive
Austintown, OH 44515
(Mahoning County, OH)

150 Springfield Drive, Suite A-105
Akron, OH 44321
(Summit County, OH)

25111 Country Club Blvd., Suite 200
North Olmstead, OH 44070
(Cuyahoga County, OH)

Symphony Home Care Services No. 114, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

4 West Main
Logan, OH 43138
(Hocking County, OH)

Symphony Home Care Services No. 12, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

25111 Country Club Boulevard, #201
North Olmstead, OH 44070
(Cuyahoga County, OH)

Soleus Healthcare Services of Western
Pennsylvania, Inc. fka IHS Home Care
Services of Pennsylvania, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

1891 Santa Barbara Drive, Suite 108
Lancaster, PA 17601-4106
(Lancaster County, PA)

1651 Mount Zion Road
York, PA 17402-9086
(York County, PA)

8500 Brooktree Road, Suite 110
Wexford, PA 15090-9287
(Alleghany County, PA)

350 Stirling Village
Butler, PA 16001-6799
(Butler County, PA)

Once Acee Drive, Suite B
Natrona Heights, PA 15065-1231
(Alleghany County, PA)

1701 12th Avenue, Building C, Suite C1
Altoona, PA 16601-3106
(Blair County, PA)

R.R. #1, Box 78B
Everett, PA 15537-9801
(Bedford County, PA)

212 Airport Professional Center
Indiana, PA 15701-9240
(Indiana County, PA)

351 Budfield Street
Johnstown PA, 15904-1850
(Cambria County, PA)

892 Stoyston Road, #130
Somerset, PA 15501-7821
(Somerset County, PA)

333 State Street, Suite 100
Erie, PA 16507-1450
(Erie County, PA)

18947 Park Avenue Plaza
Meadville, PA 16335-4006
(Crawford County, PA)

I-B Main Street
Wellsboro, PA 16901-1601
(Tioga County, PA)

211 East Main Street
Youngsville, PA 16371-1144
(Warren County, PA)

999 3rd Street
Beaver, PA 15009
(Beaver County, PA)

Rodi Plaza 1, 655
Rodi Road
Penn Hills, PA 15235
(Alleghany County, PA)

2001 Lincoln Way
White Oak, PA 15131-2400
(Alleghany County, PA)

4 Village Park Drive
Grove City, PA 16127-1522
(Mercer County, PA)

1032 Morrell Avenue, Route 1995
Connellsville, PA 15425-3900
(Fayette County, PA)

	455 Racetrack Road Washington, PA 15301-8910 (Washington County, PA)
Soleus Healthcare Services of Central Pennsylvania, Inc. fka Symphony Home Care Services No. 2, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	4400 Deer Path Road, Suite 106 Harrisburg, PA 17110 (Dauphin County, PA)
Soleus Healthcare Services of Audubon Parkway, Inc. fka Symphony Home Care Services No. 109, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	230 Second Street, Suite 500 Henderson, KY 42420 (Henderson County, KY)
	206 West Main Street Morganfield, KY 42437 (Union County, KY)
Soleus Healthcare Services of the Southern Heartland, Inc. fka Symphony Home Care Services No. 110, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	5200 Park Road, Suite 218 Charlotte, North Carolina 28209-3646 (Mecklenburg County, NC)
Soleus Healthcare Services of Tennessee, Inc. fka IHS Home Care Services of Tennessee, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	6441 B. Bonny Oaks Drive Chattanooga, TN 37416-3537 (Hamilton County, TN)
	6011 Trotwood Avenue Columbia, TN 38401-5087 (Maury County, TN)

500 East Gaines Street
Lawrenceburg, TN 38464
(Lawrence County, TN)

237 Rankin Avenue South
P.O. Box 37
Dunlap, TN 37323
(Sequatchie County, TN)

208 Woodmere Mall
Crossville, TN 38555-0994
(Cumberland County, TN)

20 Rhea Street, Suite B
Sparta, TN 38583-2040
(White County, TN)

2199 Avondale Road
Humboldt, TN 38343-1812
(Gibson County, TN)

153 VoTech Drive
McMinnville, TN 37110-1322
(Warren County, TN)

1535 West Northfield Boulevard, Suite 17
Murfreesboro, TN 37129-1474
(Rutherford County, TN)

100 William Northern Boulevard, Suite 200
Tullahoma, TN 37388-4719
(Coffee County, TN)

1420 Donelson Pike, Suite B19
Nashville, TN 37217
(Davidson County, TN)

285 Med Park Drive
Clarksville, TN 37043
(Montgomery County, TN)

442 Highway 68 North
Sweetwater, TN 37874-1935
(Monroe County, TN)

	2305 North Gateway Avenue, #3 Harriman, TN 37748 (Roane County, TN)
Soleus Healthcare Services No. 2, Inc. fka Symphony Home Care Services No. 19, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	2020 Northpark, Suite E-2 Johnson City, TN 37601 (Washington County, TN)
	600 Bayou Place East, Suite G Lake Charles, LA 70601 (Calcasieu Parish, LA)
	913 East 4 th Street DeQuincy, LA 70633 (Calcasieu Parish, LA)
Symphony Home Care Services No. 100, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	6099 Mt. Moriah, Suite 2 Memphis, TN 38115 (Shelby County, TN)
Soleus Healthcare Services of East Tennessee, Inc. fka Symphony Home Care Services No. 119, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	268 North Peters Road Knoxville, TN 37923 (Knox County, TN)
Soleus Healthcare Services of Hill County Texas, Inc. fka Barton Creek Health Care, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	901 South Mopac Expressway S. 500 Austin, TX 78716 (Travis County, TX)

	209 Main Street Llano, TX 78643 (Llano County, TX)
	301 Royston Smithville, TX 78957 (Bastrop County, TX)
IHS Home Care	350 N. St. Paul Street Dallas, TX 75201 (Dallas County, TX)
Soleus Healthcare Services of the Southern Plains, Inc. fka Barton Creek Investments, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
Barton Creek Home Care	
	901 South Mopac Expressway S. 560 Austin, TX 78716 (Travis County, TX)
Barton Creek Health Care	1512 W. 35 th Cutoff, Suite 300 S. 560 Austin, TX 78731 (Travis County, TX)
Soleus Healthcare Services of the Alamo, Inc. fka IHS Home Care Services of Texas, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	6800 Park Ten Boulevard, Suite 180-So. San Antonio, TX 78213 (Bexar County, TX)
	111 Highway 59 S. Loop Livingston, TX 77351-9346 (Polk County, TX)
	16835 Deer Creek Drive, Suite 201 Spring, TX 77379-4895 (Harris County, TX)
	512 This Way Lake Jacksonville, TX 77566 (Brazoria County, TX)

IHS Home Care	350 N. St. Paul Street Dallas, TX 75201 (Dallas County, TX)
Soleus Healthcare Services of Texas Point, Inc. fka South County Private Duty Agency, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
IHS Home Care	1916 9 th Avenue Port Arthur, TX 77642 (Jefferson County, TX)
Soleus Healthcare Services No. 1, Inc. fka Symphony Home Care Services No. 4, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	9011 John West Carpenter Freeway Dallas, TX 75247 (Dallas County, TX)
	2807 74 th Street, Suite 1 Lubbock, TX 79423 (Lubbock County, TX)
	1031 Andrews Way, Suite 304 Midland, TX 79701 (Midland County, TX)
	1106 Brook Street Wichita Falls, TX 76301 (Wichita County, TX)
	9652 Loiret Boulevard Lenexa, KS 66219 (Johnson County, KS)
Soleus Healthcare Services of the Prairie, Inc. fka Symphony Home Care Services No. 13, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	1612 Summit Avenue, Suite 202 Fort Worth, TX 76102 (Tarrant County, TX)

P.O. Box 1087
N. Hwy. 69, Suite 102
Leonard, TX 75452
(Fannin County, TX)

301 S. Rogers
Waxahachie, TX 76165
(Ellis County, TX)

Soleus Healthcare Services of Greater Orlando,
Inc. fka Home Health Integrated Health
Services of Florida, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

933 Lee Road, Suite 340
Orlando, FL 32810
(Orange County, FL)

Soleus Healthcare Services of Florida, Inc. fka
IHS Home Care Services of Florida, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

2344 East Norvell
Bryant Highway
Hernando, FL 34442-8902
(Citrus County, FL)

1004 N. 14 Street, Suite 106
Leesburg, FL 34748-3850
(Lake County, FL)

8520 Government Drive, Suite 102
New Port Richey, FL 34654
(Pasco County, FL)

3233 SE Maricamp Road, Suite 107
Ocala, FL 34471-6263
(Marion County, FL)

4237 Mariner Boulevard
Spring Hill, FL 34609-2400
(Hernando County, FL)

3325 Hollywood Boulevard
Hollywood, FL 33021-6926

(Broward County, FL)

6320 St. Augustine Road, Suite 4
Jacksonville, FL 32217
(Duval County, FL)

290 North Nova Road, Suite 70
Ormond Beach, FL 32174
(Volusia County, FL)

100 Southpark Boulevard, Suite 208
St. Augustine, FL 32086
(St. Johns County, FL)

7421 114th Avenue North, Suite 209
Largo, FL 34643-5120
(Pinellas County, FL)

4949 Tamiami Trail North, Suite 209
Naples, FL 33940-3017
(Collier County, FL)

1301 6th Avenue West, Suite 300
Bradenton, FL 34205
(Manatee County, FL)

2960 South McCall Road, 104A
Englewood, FL 34224-8068
(Sarasota County, FL)

12381 South Cleveland Avenue, Suite 300
Fort Myers, FL 33907
(Lee County, FL)

4935 Southford Drive
Lakeland, FL 33813-2043
(Polk County, FL)

1140 Lee Boulevard, Suite 105
Lehigh Acres, FL 33936-4800
(Lee County, FL)

18501 Murdock Circle, Suite 501
Port Charlotte, FL 33948-1067
(Charlotte County, FL)

909 West Main Street
Avon Park, FL 33825
(Highlands County, FL)

1916 Dairy Road, Suite 1916
West Melbourne, FL 32904
(Brevard County, FL)

1311 North Westshore Boulevard, Suite 109
Tampa, FL 33607
(Hillsborough County, FL)

5680 Cypress Gardens Boulevard
Winter Haven, FL 33884
(Polk County, FL)

6717 Northwest 11th Place, Suite B
Gainesville, FL 32605-4233
(Alchua County, FL)

690 Cone Park Ct., Suite A
Merritt Island, FL 32952-3755\
(Brevard County, FL)

440 Northwest 15th Avenue
P.O. Box 1565
Jasper, FL 32052-1565
(Hamilton County, FL)

1781 Garden Street
Titusville, FL 32796-3221
(Brevard County, FL)

Signature Home Care Services of Florida, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

1916 Dairy Road, Suite 1914
West Melbourne, FL 32904
(Brevard County, FL)

Soleus Healthcare Services of Shoreline
Florida, Inc. fka Symphony Home Care
Services No. 9, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

	4800 Linton Boulevard, Suite 305 Delray Beach, FL 33445 (Palm Beach County, FL)
	408SE Avenue, Suite 205 B Belle Glade, FL 33430 (Palm Beach County, FL)
Soleus Healthcare Services of Coastal Florida, Inc. fka Symphony Home Care Services No. 1, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	4300 North University Drive, Suite D-100 Lauderhill, FL 33351 (Broward County, FL)
	2631 East Oakland Park Boulevard #107 Fort Lauderdale, FL (Broward County, FL)
Soleus Healthcare Services of Greater Miami, Inc. fka Symphony Home Care Services No. 10, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	9820 North Kendall Drive Miami, FL 33176 (Dade County, FL)
Soleus Healthcare Services of River Shores, Inc. fka Symphony Home Care Services No. 7, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	2026 SE Ocean Boulevard Stuart, FL 34966 (Martin County, FL)
Soleus Healthcare Services of Central Georgia, Inc. fka IHS Home Care Services of Georgia, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
ABC Home Health and Hospice of Dublin, Inc.	6000 Lake Forest Drive, Suite 440 Atlanta, GA 30328

ABC Home Health and Hospice of Macon, Inc. (Fulton County, GA)

1027 Keith Drive
Perry, Georgia 31069
(Houston County, GA)

5983 Hwy. 58 East
Dawsonville, GA 30534
(Dawson County, GA)

5004 Appalachian Highway
Blue Ridge, GA 30513
(Fannin County, GA)

772 Maddox Drive, Suite 112
East Ellijay, GA 30539
(Gilmer County, GA)

15 State Street
Commerce, GA 30559
(Jackson County, GA)

P.O. Box 6310,
254 Heard Street
Elberton, GA 30635
(Elbert County, GA)

186 Ben Burton Circle, Suite 400
Bogart, GA 30622
(Clarke County, GA)
266 N. Broad Street
Winder, GA 30680
(Barrow County, GA)

2351 - D Henry Clower Boulevard
Snellville, GA 30278
(Gwinnet County, GA)

319 Canton Highway
Cumming, GA 30701
(Forsyth County, GA)

1508 Chattanooga Road, Suite 104
Dalton, GA 30720
(Whitfield County, GA)

301 West Third Street
Rome, GA 30165
(Floyd County, GA)

125 Felton Road
Cartersville, GA 30120
(Barlow County, GA)

150 Henry Burson Drive, Suite 210
Carrollton, GA 30117
(Carroll County, GA)

3200 Riverside Drive, Building A, Suite 100
Macon, GA 31210
(Bibb County, GA)

6624 East Broad Street
Douglasville, GA 30134
(Douglas County, GA)

1431 McLeadon Drive
Decatur, GA 30033
(DeKalb County, GA)

425 Franklin Road, Suite 520
Marietta, GA 30067
(Cobb County, GA)
100 Eagles Walk, Suite B
Stockbridge, GA 30281
(Henry County, GA)

133 Church Street
P.O. Box 1269
Monroe, GA 30655
(Walton County, GA)

43 Jefferson Parkway
Newnan, GA 30673
(Coweta County, GA)

808 Commerce Boulevard, Suite B
Riverdale, GA 30296
(Clayton County, GA)

Erin Office Park 10 B
Dublin, GA 31021
(Laurens County, GA)

602 East College Street
Wrightsville, GA 31096
(Johnson County, GA)

616 Ferncrest Drive
Sandersville, GA 31082
(Washington County, GA)

325 East Hamilton Street
Sparta, GA 31087
(Hancock County, GA)

325 N. Cobb Street
Milledgeville, GA 31061
(Baldwin County, GA)

R. 5, Box 363, Building 6, 100 East Clinton
Street
Gray, GA 31032
(Jones County, GA)

2054 Watson Boulevard
Warner Robins, GA 31093
(Houston County, GA)

13 Church Street, Suite 200
Douglasville, GA 30134
(Douglas County, GA)

205 Corporate Center, Suite F
Stockbridge, GA 30281
(Henry County, GA)

302 ½ West Third Street
Rome, GA 30165
(Floyd County, GA)

700 Breed Love Drive, Suite D
Monroe, GA 30655
(Walton County, GA)

Soleus Healthcare Services of Southern Georgia, Inc. fka IHS Home Care Services of Valdosta, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
ABC Home Health and Hospice of Brunswick, Inc.	2805 North Oak Street Valdosta, GA 31602 (Lowndes County, GA)
ABC Home Health and Hospice of Albany, Inc.	3027 Atlanta Avenue Brunswick, GA 31520 (Glynn County, GA)
	602 Northway Darien, GA 31305 (McIntosh County, GA)
	1620 Frederica Road St. Simons Island, GA 31522 (Glynn County, GA)
	161 North Macon Street Jesup, GA 31545 (Wayne County, GA)
	1351 East Boom Road, Suite 23 Kingsland, GA 31548 (Camden County, GA)
	117 North Cleveland Street Nahunta, GA 31553 (Brantley County, GA)
	601 Courtland Avenue Homerville, GA 31634 (Clinch County, GA)
	333 West Main Street Lakeland, GA 31635 (Lanier County, GA)
	303 East Screven Street Quitman, GA 31643 (Brooks County, GA)
	201 North Bartow Street P.O. Box 5031

Nashville, GA 31639
(Berrien County, GA)

145 Highland Avenue
Arlington, GA 31713
(Early County, GA)

1201 - C Stuart Avenue
Albany, GA 31707
(Dougherty County, GA)

94 East Oakland Avenue
Camilla, GA 31730
(Mitchell County, GA)

312 North Hutchison Avenue
Adel, GA 31620
(Cook County, GA)

4541 Altama Avenue
Brunswick, GA 31520
(Glynn County, GA)

1351 East Boone Road, Suite 23
Kingsland, GA 31548
(Camden County, GA)

117 West Cleveland Street
P.O. Box 1066
Nahunta, GA 31553
(Brantley County, GA)

Soleus Healthcare Services of Central
Oklahoma, Inc. fka IHS Home Care Services of
Oklahoma, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

301 N.W. 63rd, Suite 110
Oklahoma City, OK 73116
(Oklahoma County, OK)

1323 West 712 Street, Suite 130
Tulsa, OK 74136
(Tulsa County, OK)

	900 North Broadway, Suite 2 Poteau, OK 74953-2626 (LeFlore County, OK)
First American Home Care	#2 Victory Plaza Polcola, OK 74902 (Le Flore County, OK)
	310 E. Ownes K. Garriot Road Enid, OK 73701-5712 (Garfield County, OK)
First American Home Care	2123 N. Classen Blvd. Oklahoma City, OK 73106-6003 (Oklahoma County, OK)
IHS Home Care	
Soleus Healthcare Services of Arkansas, Inc. fka IHS Home Care Services of Arkansas, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
	619 North 9 th Street, P.O. Box 261 Augusta, AR 72006-0261 (Woodruff County, AR)
	109 9 th Street, Building 1 P.O. Box 365 McCrary, AR 72101-0365 (Woodruff County, AR)
	802 N. 2 nd Street, Suite 1 P.O. Box 1266 Cabot, AR 72023-0491 (Lonoke County, AR)
	803 Harkrider Street, Suite 203 Conway, AR 72032-5640 (Faulkner County, AR)
	105 N. Hazen Avenue Hazen, AR 72064-0745 (Prairie County, AR)
First American Home Care	417 Spring Street

IHS Home Care

Little Rock, AR 72201
(Pulaski County, AR)

Soleus Healthcare Services of California, Inc.
fka IHS Home Care Services of California, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

3841 North Freeway Boulevard, Suite 285
Sacramento, CA 95834
(Sacramento County, CA)

11960 Heritage Oaks Place, Suite 2B
Auburn, CA 95603-2454
(Placer , County, CA)

1427 South Lexington Street #10
Delano, CA 93215-9700
(Kern County, CA)

4969 East McKinley Avenue, Suite 202
Fresno, CA 93727-1969
(Fresno County, CA)

355 Campus Drive, Suite D
Hanford, CA 93230-4374
(Kings County, CA)

605 Standiford Avenue, #E
Modesto, CA 95350-1058
(Stanislaus County, CA)

700 Mountain Ranch Road, Suite C-2
San Andreas, CA 95249
(Calaveras County, CA)

427 North Highway 49, Suite 101
Sonora, CA 95370-5627
(Tuolumne County, CA)

2453 Grand Canal Boulevard, Suite C
Stockton, CA 95207-8202
(San Joaquin County, CA)

3435 South Demaree, Suite A
Visalia, CA 93277-7006

(Tulare County, CA)

Soleus Healthcare Services of Greater Chicago, Inc. fka IHS Home Care Services of Illinois, Inc. 2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

115 North Main Street
Anna, IL 62906
(Union County, IL)

1009 B State Street
Chester, IL 62233
(Randolph County, IL)

940 West Adams Street , Suite 301
Chicago, IL 60607
(Cook County, IL)

7450 Skokie Boulevard
Skokie, IL 60077
(Cook County, IL)

575 East North Street
Bradley, IL 30367
(Kankakee County, IL)

Soleus Healthcare Services of Louisiana, Inc. fka IHS Home Care Services of Louisiana, Inc. 2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

3510 Causeway Boulevard, Suite 105
Metairie, LA 70002
(Jefferson Parish, LA)

5615 G-Jackson Street
Alexandria, LA 71303
(Rapides Parish, LA)

410 Main Street
P.O. Box 1103
Columbia, LA 71418
(Caldwell Parish, LA)

909 North 18th Street, Suite 217
Monroe, LA 71201
(Ouachita Parish, LA)

Soleus Healthcare Services of Michigan, Inc.
fka IHS Home Care Services of Michigan, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

IHS Home Care

1295 South Linden Road, Suite B
Flint, MI 48507
(Genesee County, MI)

1 Royal Park Drive, Suite 102
Zeeland, MI 49464
(Ottawa County, MI)

75 South Elk Street, Suite 104
Sandusky, MI 48471
(Sanilac County, MI)

124 West Gates
Romeo Village, MI 48065
(Macomb County, MI)

511 Fort Street, Suite 540
Port Huron, MI 48060
(St. Clair County, MI)

106 Greenville West Drive, Suite 1
Greenville, MI 48838
(Montcalm County, MI)

13305 Reeck Road
Southgate, MI 48195
(Wayne County, MI)

720 West Wackerley, Suite 12
Midland, MI 48640
(Midland County, MI)

2518 Capital Avenue SW #1
Battle Creek, MI 49015
(Calhoun County, MI)

3150 Eagle Park Drive, Suite 101
Grand Rapids, MI 49505
(Kent County, MI)

10 Vans Avenue
Coldwater, MI 49036
(Branch County, MI)

907 West Norton Avenue
Muskegon, MI 49441
(Muskegon County, MI)

209 East Washington Avenue, Suite 201-D
Jackson, MI 49201
(Jackson County, MI)

30 Oak Hollow
Southfield, MI 48034
(Oakland County, MI)

3800 Packard, Suite 250
Ann Arbor, MI 48108
(Washtenaw County, MI)

552 Rainbow
Monroe, MI 48161
(Monroe County, MI)

11615 South Hartel Road, Suite 209
Grand Ledge, MI 48837
(Eaton County, MI)

2701 University Drive, Suite 523
Pontiac, MI 48326
(Oakland County, MI)

IHS Home Care Services of Missouri, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

7611 Stateline Road, Suite 250
Kansas City, MO 64114
(Jackson County, MO)

3444 South Campbell, Suite D

Springfield, MO 65807
(Greene County, MO)

205 West 3rd Street, Suite 1
Mountain Grove, MO 65711
(Wright County, MO)

807 South Jefferson Street
Lebanon, MO 65536
(Laclede County, MO)

645 West Mount Vernon Boulevard
Mt. Vernon, MO 65712
(Lawrence County, MO)

Hwy. & DD
Jct/DD Ter
Lower Level N
Branson West, MO 65737
(Taney County, MO)

10929 Page Avenue
St. Louis, MO 63132
(St. Louis County, MO)

Soleus Healthcare Services of Central New
Mexico, Inc. fka IHS Home Care Services of
New Mexico, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

6605 Uptown Boulevard, Suite 280
Albuquerque, NM 87110-4200
(Bernalillo County, NM)

315 North Main Street
Las Cruces, NM 88001
(Dona Ana County, NM)

Soleus Healthcare Services of Hampton Roads,
Inc. fka IHS Home Care Services of Virginia,
Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

702-B Middle Ground Boulevard
Newport News, VA 23606
(City of Newport News, VA)

5268 Godwin Boulevard, Suite 201
Suffolk, VA 23434
(City of Suffolk, VA)

Soleus Healthcare Services of the Northern
Panhandle, Inc. fka IHS Home Care Services of
West Virginia, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

3205 Pennsylvania Avenue
Weirton, WV 26062
(Hancock, County, WV)

1021 National Road
Wheeling, WV 26083
(Ohio County, WV)

155 McDonald Drive SW
New Philadelphia, OH 44663
(Tuscarawas County, OH)

Ogilvie Square East
15549 State Route 170
East Liverpool, OH 43920
(Columbiana County, OH)

Soleus Healthcare Services of Central Indiana,
Inc. fka IHS Home Care Services of Indiana, Inc.

2714 Union Avenue Extd.
Memphis, TN 38112-4415
(Shelby County, TN)

IHS Home Care

430 St. Clair
Mooresville, IN 46158
(Morgan County, IN)

2901 Ohio Boulevard, Suite 213
Terre Haute, IN 47803
(Vigo County, IN)

4646 West Jefferson Blvd., Suite 260
Ft. Wayne, IN 46804
(Allen County, IN)

First American Home Care

One North Capitol Avenue
Indianapolis, IN 46204

IHS Home Care	(Marion County, IN)
Soleus Healthcare Services of Southwest Indiana, Inc. fka Symphony Home Care Services No. 107, Inc.	2714 Union Avenue Extd. Memphis, TN 38112-4415 (Shelby County, TN)
IHS Home Care	216 West Sixth Street Jasper, IN 47546 (Dubois County, IN)\
	4646 West Jefferson Boulevard, Suite 260 Fort Wayne, IN 46804 (Allen County, IN)
IHS Home Care	303 E. Broadway Princeton, IN 47670 (Gibson County, IN)
	510 E. South Street Washington, IN 47501 (Daviess County, TN)
	4400 Washington Avenue, Suite A Evansville, IN 47714 (Vanderburgh County, IN)
Symphony Home Care Services	1108 Fifth Street Bedford, IN 47421
IHS Home Care	(Lawrence County, IN)

SCHEDULE 5

SELLER NAME AND STATE OF INCORPORATION

NAME OF SELLER

**STATE OF
INCORPORATION**

Care Line of Maryland, Inc.	Maryland
Commonwealth Health Care of Suffolk, Inc.	Virginia
Commonwealth Health Care of Tidewater, Inc.	Virginia
Commonwealth Home Health Care of Suffolk, Inc.	Virginia
Commonwealth Home Health Care of Tidewater, Inc.	Virginia
Health Enterprises, Inc. dba North West HealthCare	Maryland
Hinckley & Lee, Inc.	California
Home Health Care of the Peninsula, Inc.	Virginia
Procure Support Services, Inc.	Tennessee
Spectrum Health Services, Inc.	California
Center Point Corporation	
Commonwealth Health Care of the Peninsula, Inc.	
Comprehensive Homecare & Health Services, Inc.	
ContinueCare, Inc.	
ContinueCare HomeCare, Inc.	
Family Care Home Health, Inc.	
Integrated Health Services of Brunswick, Inc.	
Medshares Consolidated, Inc.	
Medshares Health Care Services, Inc.	
Medshares Holding Company, Inc.	
Medshares Home Care, Inc.	
Medshares Home Care of Coastal California, Inc.	
Medshares Home Care of Napa Valley, Inc.	
Medshares Home Care of New Mexico, Inc.	
Medshares Home Care of Savannah, Inc.	

Medshares Home Care of Southeast Georgia, Inc.;
 Medshares Hospice Care, Inc.;
 Medshares Management Group, Inc.;
 Medshares Nursing Services of Charlottesville, Inc.;
 Meridian Corporation;
 Procure Support Services of Livingston, Inc.;
 Procure Support Services of Oak Ridge, Inc.;
 Misty Nurses, Inc.;
 Soleus Healthcare Services, Inc.;
 Symphony Home Care Services No. 11, Inc.;
 Symphony Home Care Services No. 15, Inc.;
 Symphony Home Care Services No. 108, Inc.;
 Symphony Home Care Services No. 198 - Oklahoma, Inc.;
 Symphony Home Care Services #105, Inc.;
 TBN of TN, Incorporated; and
 Tibian Healthcare, Inc.

Advantage Home Health, Inc.	Texas
All-Care Home Health Services of Texas, Inc.	Texas
All-Care Home Health Services of Virginia, Inc.	Virginia
All-Care Home Health Services, Inc.	Tennessee
Home Care of Indiana, Inc.	Indiana
Home Care of North Central Tennessee, Inc.	Tennessee
Home Care of North Mississippi, Inc.	Mississippi
Home Care of West Central Tennessee, Inc.	Tennessee
Home Health One, Inc.	Virginia
Home Health Two, Inc.	Virginia

Homeaid, Inc. of Cumberland Plateau	Tennessee
Homeaid, Inc. of Southeast Tennessee, Inc.	Tennessee
Kentucky Home Care of Blue Grass, Inc.	Kentucky
Kentucky Home Care of Green River, Inc.	Kentucky
Kentucky Home Care of Northern Kentucky, Inc.	Kentucky
Kentucky Home Care of Pennyrile, Inc.	Kentucky
Kentucky Home Care of Southwest Kentucky, Inc.	Kentucky
Medshares Home Care of Birmingham, Inc.	Alabama
Medshares Home Care of Central Mississippi, Inc.	Mississippi
Medshares Home Care of Georgia, Inc.	Georgia
Medshares Infusion Group, Inc.	Tennessee
Medshares Nursing Services of Central Alabama, Inc.	Alabama
Medshares Nursing Services of Central Virginia, Inc.	Virginia
Medshares Nursing Services of Memphis, Inc.	Tennessee
Medshares Nursing Services of Middle Tennessee, Inc.	Tennessee
Medshares Nursing Services of Southwest Virginia, Inc.	Virginia
Medshares Nursing Services of Virginia Eastern Shore, Inc.	Virginia
Montgomery Home Care, Inc.	Alabama
Pillets Enterprises, Inc.	Florida
Traditions Home Care of Arkansas, Inc.	Arkansas
Medshares Management Services, Inc.	Tennessee
Medshares, Inc. of Arkansas	Arkansas
Medshares, Inc. of California	California
Medshares, Inc. of Illinois	Illinois
Medshares, Inc. of Indiana	Indiana
MSI of Kentucky, Inc.	Kentucky
Medshares, Inc. of Nevada	Nevada
Medshares, Inc. of New Mexico	New Mexico
Medshares, Inc. of South Carolina	South Carolina
Medshares Home Care of Texas, Inc.	Texas
Medshares, Inc. of Utah	Utah
Medshares, Inc. of Virginia	Virginia

Arcadia Health Care, Inc.	Michigan
Soleus Healthcare Services of Hill County Texas, Inc. fka Barton Creek Health Care, Inc.	Texas
Soleus Healthcare Services of the Southern Plains, Inc. fka Barton Creek Investments, Inc.	Texas
Soleus Healthcare Services of Greater Orlando, Inc. fka Home Health Integrated Health Services of Florida, Inc.	Florida
Soleus Healthcare Services of North Central Alabama, Inc. fka IHS Home Care Services of Alabama, Inc.	Georgia
Soleus Healthcare Services of Arkansas, Inc. fka IHS Home Care Services of Arkansas, Inc.	Arkansas
Soleus Healthcare Services of California, Inc. fka IHS Home Care Services of California, Inc.	Georgia
Soleus Healthcare Services of Central Colorado, Inc. fka IHS Home Care Services of Colorado, Inc.	Colorado
Soleus Healthcare Services of Florida, Inc. fka IHS Home Care Services of Florida, Inc.	Florida
Soleus Healthcare Services of Central Georgia, Inc. fka IHS Home Care Services of Georgia, Inc.	Georgia
Soleus Healthcare Services of Greater Chicago, Inc. fka IHS Home Care Services of Illinois, Inc.	Illinois
Soleus Healthcare Services of Central Indiana, Inc. fka IHS Home Care Services of Indiana, Inc.	Georgia
Soleus Healthcare Services of Louisiana, Inc. fka IHS Home Care Services of Louisiana, Inc.	Georgia
Soleus Healthcare Services of Michigan, Inc fka IHS Home Care Services of Michigan, Inc.	Georgia
IHS Home Care Services of Missouri, Inc.	Georgia
Soleus Healthcare Services of Central New Mexico, Inc. fka IHS Home Care Services of New Mexico, Inc.	Georgia
Soleus Healthcare Services of Northern Ohio, Inc. fka IHS Home Care Services of Ohio, Inc.	Georgia
Soleus Healthcare Services of Central Oklahoma, Inc. fka IHS Home Care Services of Oklahoma, Inc.	Georgia
Soleus Healthcare Services of Western Pennsylvania, Inc. fka IHS Home Care Services of Pennsylvania, Inc.	Pennsylvania
Soleus Healthcare Services of Tennessee, Inc. fka IHS Home Care	Georgia

Services of Tennessee, Inc.	
Soleus Healthcare Services of The Alamo, Inc. fka IHS Home Care Services of Texas, Inc.	Texas
Soleus Healthcare Services of Southern Georgia, Inc. fka IHS Home Care Services of Valdosta, Inc.	Georgia
Soleus Healthcare Services of Hampton Roads, Inc. fka IHS Home Care Services of Virginia, Inc.	Georgia
Soleus Healthcare Services of the Northern Panhandle, Inc. fka IHS Home Care Services of West Virginia, Inc.	Georgia
In-Home Health Care, Inc.	Utah
Signature Home Care Services of Florida, Inc.	Florida
Soleus Healthcare Services of Texas Point, Inc. fka South County Private Duty Agency, Inc.	Texas
Soleus Healthcare Services of Coastal Florida, Inc. fka Symphony Home Care Services No. 1, Inc.	Florida
Soleus Healthcare Services of Central Pennsylvania, Inc. fka Symphony Home Care Services No. 2, Inc.	Pennsylvania
Soleus Healthcare Services No. 1, Inc. fka Symphony Home Care Services No. 4, Inc.	Texas
Soleus Healthcare Services of River Shores, Inc. fka Symphony Home Care Services No. 7, Inc.	Delaware
Soleus Healthcare Services of Shoreline Florida, Inc. fka Symphony Health Care Services No. 9, Inc.	Delaware
Soleus Healthcare Services of Greater Miami, Inc. fka Symphony Home Care Services No. 10, Inc.	Delaware
Symphony Home Care Services No. 12, Inc.	Delaware
Soleus Healthcare Services of the Prairie, Inc. fka Symphony Home Care Services No. 13, Inc.	Texas
Soleus Healthcare Services No. 2, Inc. fka Symphony Home Care Services No. 19, Inc.	Delaware
Symphony Home Care Services No. 100, Inc.	Delaware
Soleus Healthcare Services of South Central Colorado, Inc. fka Symphony Home Care Services No. 103, Inc.	Tennessee
Soleus Healthcare Services of Southwest Indiana, Inc. fka Symphony Home Care Services No. 107, Inc.	Indiana
Soleus Healthcare Services of Audubon Parkway, Inc. fka	Tennessee

Symphony Home Care Services No. 109, Inc.	
Soleus Healthcare Services Of The Southern Heartland, Inc. fka Symphony Home Care Services No. 110, Inc.	Tennessee
Soleus Healthcare Services Of Northeast Ohio, Inc. fka Symphony Home Care Services No. 113, Inc.	Tennessee
Symphony Home Care Services No. 114, Inc.	Tennessee
Soleus Healthcare Services of East Tennessee, Inc. fka Symphony Home Care Services No. 119, Inc.	Tennessee

SCHEDULE 6

LITIGATION PENDING AGAINST SELLER

[ON SELLER LETTERHEAD]

[Seller Name]
EIN # _____
PROVIDER # _____

NOTICE TO PAYOR

Provider Relations:

[Seller Name] is pleased to announce that it has become a participant in a Health Care Receivables Funding Program serviced by NPF X, Inc. and operated by an affiliate thereof (together, "NPF"). This specialized program provides funding for selected companies throughout the United States. As part of this program, we will continue to service our accounts receivable (the "Receivables"), and we will sell to NPF from time to time certain of our Receivables of which you are the obligor. In this regard, a security interest in the Receivables has been granted to a trustee unaffiliated with NPF. (For the name and address of the trustee, or any other information you need about the program, please contact NPF at the address and phone number below.)

We have established a lockbox for collection of the Receivables. Accordingly, you are hereby instructed to remit all payments on all Receivables of which you are, or have been, the obligor to:

[Seller Name]
Dept. L - [Box #]
Columbus, Ohio 43260-[Box #]

Please address any questions to:

NPF X, Inc.
Dept. L - [Box #]
6125 Memorial Drive
Dublin, Ohio 43017
1-800-899-6737

Payment of the Receivables in this manner will operate to discharge your obligation with respect thereto (to the extent of such payment), whether or not ownership has been transferred to NPF. Any prior notice of an assignment of any interest in our Receivables previously delivered to you is hereby superseded by this notice and all prior notices of such assignment are hereby revoked. Thank you for your cooperation.

**THESE INSTRUCTIONS SHALL NOT BE CHANGED WITHOUT WRITTEN NOTICE FROM
NPF**

[SELLER NAME]

By: _____

Name:

Its:

LOCKBOX ACCOUNT AGREEMENT

[Varies from Seller to Seller. Both the Medicare Lockbox Account and the Commercial Lockbox Account must, however, include provisions that:

- (1) all Collections in the Lockbox Account shall be remitted directly to the Collection Account within one Business Day of receipt; and**
- (2) are otherwise satisfactory to the Purchaser and the Servicer]**

FORM OF PURCHASE ASSIGNMENT

THIS PURCHASE ASSIGNMENT, dated as of _____, 19__ between [Seller] (the “Seller”), NPF X, Inc. (the “Purchaser”) and NPF X, Inc. (the “Servicer”).

1. We refer to the Sale and Subservicing Agreement (the “Sale Agreement”), dated as of _____, 199__ by and among [Seller], as Seller and as Subservicer, the Purchaser, and the Servicer. All provisions of such Sale Agreement are incorporated by reference. All capitalized terms shall have the meanings set forth in the Sale Agreement.

2. The Seller does hereby sell, transfer, assign, set over and convey to the Purchaser, without recourse, all right, title and interest of the Seller in and to the Receivables listed on Schedule 1 hereto (each, a “Purchased Receivable”) and the Purchaser does hereby purchase each such Purchased Receivable.

3. The Seller does hereby certify:

(i) the representations and warranties of the Seller set forth in Section 4.1 and 4.2 of the Agreement, are true and correct on and as of the date, hereof, before and after giving effect to the Purchase of the Purchased Receivables evidenced hereby and to the application of the proceeds therefrom, as though made on and as of such date;

(ii) no event has occurred, or would result from such Purchase or from the application of the proceeds therefrom, which constitutes an Event of Seller Default or would constitute an Event of Seller Default but for the requirement that notice be given or time elapse or both; and

(iii) the Seller is in compliance with each of its covenants set forth in the Sale Agreement.

4. The Purchase Price for the Purchased Receivables sold and purchased hereby is \$_____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[SELLER]

By _____
Name:
Title:

NPF X, INC.

By _____

Name:

Title:

NPF X, INC.

By _____

Name:

Title:

**FORM OF OFFICER'S CERTIFICATE
FOR THE SELLER**

I hereby certify that I am a duly elected **[Officer]** of **[Seller]** (in its capacity as Seller and as Subservicer, the "Seller") and all requisite knowledge of the matters set forth below, and further certify as follows:

1. There has been no change of the Seller's legal name, identity or corporate structure within the six month period preceding the execution date hereof.
2. No proceedings looking toward merger, liquidation, dissolution or bankruptcy of the Seller are pending or contemplated.
3. There is no litigation pending, or to my knowledge, threatened, which, if determined adversely to the Seller, would adversely affect (i) the execution, delivery or enforceability of the Sale and Subservicing Agreement (the "Sale Agreement"), dated as of _____, 199__ by and among the Seller, NPF X, Inc., as Purchaser (the "Purchaser"), and NPF X, Inc., as Servicer (the "Servicer"), or the sale or servicing of the Receivables as provided therein, and (ii) the execution, delivery or enforceability of the Lockbox Account Agreement (the "Lockbox Account Agreement"), dated as of _____, 199__, by and among the Seller, the Servicer and/or **[the lockbox bank]**.
4. With respect to the Sale Agreement and the Lockbox Account Agreement, the Seller has complied with all the agreements by which it is bound and has satisfied all the conditions on its part to be performed or satisfied prior to the Closing Date.
5. No Event of Seller Default or other event of default in the performance of any of the Seller's covenants or agreements under the Sale Agreement or the Lockbox Account Agreement has occurred and is continuing, nor has an event occurred which with the passage of time or notice or both would become such an event of default.
6. The Seller is not a party to, or governed by, any contract, indenture, mortgage, loan agreement, note, lease, deed of trust or other instrument which restricts the Seller's ability to sell or service health care receivables or consummate any of the transactions contemplated by the Sale Agreement.
7. Independent certified public accountants for the Seller will treat the transfer to the Purchaser of the Seller's interests in the Receivables as a sale, pursuant to generally accepted accounting principles.

8. For tax and reporting purposes, the Seller will treat the transfer to the Purchaser of the Seller's interests in the Receivables as a sale.

9. The transfer to the Purchaser of the Seller's interests in the Receivables will be made (a) in good faith and without intent to hinder, delay, or defraud present or future creditors, and (b) in exchange for reasonably equivalent value and fair consideration.

10. On the date hereof, the Seller (a) was solvent, and as a result of the transfer to the Purchaser of the Seller's interests in the Receivables will not become insolvent; (b) was paying its Debts, if any, as they matured; (c) neither intended to incur, nor believed that it would incur, Debts beyond its ability to pay as they mature; and (d) after giving effect to the transfer to the Purchaser of the Seller's interests in the Receivables, will have an adequate amount of capital to conduct its business and anticipates no difficulty in continuing to do so for the foreseeable future.

11. The Seller has and maintains **[if applicable: its status as an organization exempt from federal taxation under Section 501(c) (3) of the Internal Revenue Code,]** all material permits, licenses, authorizations, registrations, approvals and consents of Governmental Authorities, and all certificates of need for the construction or expansion of or investment in health care facilities, all Health Facility Licenses, Accreditations, Medicaid Certifications, Medicare Certifications and necessary for (a) the activities and business of the Seller and each of its Subsidiaries as currently conducted, (b) the ownership, use, operation and maintenance by each of them of its respective properties, facilities and assets, and (c) the performance by the Seller of the Agreement.

12. Without limiting the generality of the foregoing paragraph: (a) each Health Facility License, the Medicaid Certification, Medicare Certification, Medicaid Provider Agreement, Medicare Provider Agreement, and the Blue Cross/Blue Shield Contracts of the Seller and each Subsidiary are in full force and effect and have not been amended or otherwise modified, rescinded or revoked or assigned, (b) the Seller and each Subsidiary are in compliance with the requirements of Medicaid, Medicare, CHAMPUS, CHAMPVA and related programs, and Blue Cross/Blue Shield Contracts, and (c) no condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture, non-renewal of any Governmental Consent applicable to the Seller or any other health care facility owned or operated by the Seller or any Subsidiary, or such facility's participation in any Medicaid, Medicare, CHAMPUS, CHAMPVA or other similar program, or of any Blue Cross/Blue Shield contract and there is no claim that any such Governmental Consent, participation or contract is not in full force and effect.

13. No UCC financing statements, federal or state tax liens or judgments with respect to the Purchased Receivables have been filed nor shall be filed from and after the date and time of the UCC search results provided by the Seller in accordance with Section 3.1(a)(v) of the Sale Agreement.

14. The officers listed on the attached schedule are designated as Servicing Officers with respect to the duties and obligations of the Seller as Subservicer under the Sale Agreement.

All capitalized terms used herein that are not otherwise defined shall have the respective meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Seller this ____ day of _____, 199__.

By _____

Name:

Title:

SCHEDULE OF SERVICING OFFICERS

Name

Signature

FORM OF OPINION OF COUNSEL FOR THE SELLER

[Closing Date]

NPF X, Inc.
6125 Memorial Drive
Dublin, Ohio 43017

NPF X, Inc.
6125 Memorial Drive
Dublin, Ohio 43017

Re: NPF X, Inc. - Sale and Subservicing Agreement

Gentlemen and Ladies:

We have acted as legal counsel to _____ (the “Seller”) in connection with the transactions contemplated by that certain Sale and Subservicing Agreement (the “Sale Agreement”), dated as of _____, 1994, by and among the Seller, NPF X, Inc., an Ohio corporation (the “Purchaser”) and NPF X, Inc. (the “Servicer”). All references herein to the Seller shall refer to the Seller in its capacity as both Seller and Subservicer under the Sale Agreement. This opinion is being delivered at the Seller’s request pursuant to Section 3.1(e) of the Sale Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Sale Agreement.

In this connection, we have examined the following:

- i) An executed copy of the Sale Agreement and all exhibits and attachments thereto;
- ii) An executed copy of the Lockbox Account Agreement and all exhibits and attachments thereto;
- iii) The form of Purchase Assignment and the form of Repurchase Assignment;
- iv) Copies of the UCC-1 financing statements executed by the Seller as assignor/debtor and naming the Purchaser as assignee/secured party

relating to the Purchased Receivables (the “Financing Statements”), copies of which are attached hereto as Annex 1A;

- v) Copies of the UCC-1 financing statements executed by the Seller as debtor and naming the Purchaser as secured party relating to the Receivables (other than Purchased Receivables) (the “Collateral Obligation Financing Statements”), copies of which are attached hereto as Annex 1B;
- vi) The results of the searches (the “Searches”) conducted by the Secretary of State of _____¹ **[and the County Recorder, _____ County, _____, as of _____, 1994]**², certified by such filing offices on Form UCC-11, as to financing statements on Form UCC-1 on file with such offices and naming the Seller as “debtor” as of such date, copies of which are attached hereto as Annex 2A;
- vii) **[Add if applicable] [Executed copies of appropriate releases of all outstanding financing statements relating to security interests in accounts of the Seller in favor of third parties which are reflected on the Searches and which shall be released at closing]** (the “Releases”) copies of which are attached hereto as Annex 2B; and
- viii) Such other documents, records and papers as we have deemed necessary and relevant as a basis for this opinion.

The Sale Agreement, the Lockbox Account Agreement, the Purchase Assignments and the Repurchase Assignments are hereinafter collectively referred to as the “Agreements.”

As to various questions of fact material to our opinions set forth below we have relied upon certificates of officers of the Seller, copies of which are attached hereto as Annex 3. Nothing has come to our attention in the course of our representation of the Seller which leads us to believe that any representations set forth in any of the foregoing certificates are inaccurate or incomplete in any material respect.

In connection with the opinions set forth below we have assumed, with your agreement, that each party to the Agreements other than the Seller has executed and delivered such Agreements and has the corporate power and authority to enter into and perform its obligations thereunder, and that the execution, delivery and performance of each Agreement by each party thereto other than the Seller will not breach, contravene, conflict with, or constitute a violation of any provision of the articles of incorporation or bylaws or other organizational

¹ All references to “State of _____” in this form of opinion shall refer to the state of the present location of the Provider.

² UCC searches certified on form UCC-11 by the appropriate government officials should be dated within ten (10) days of the closing of the transaction.

documents of such party, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such party is bound or to which any of its property or assets is subject, or constitute a violation of any law, statute, rule, regulation, order, writ, judgment, award, injunction or decree of any Governmental Authority as to any such party.

In connection with the opinions set forth below which deal with the perfection and priority of security interests, we have assumed that no financing statements relating to Seller or the Purchased Receivables have been misindexed or misfiled in the appropriate filing offices covered by the Searches.

We have also assumed that all documents, submitted to us as originals are complete and authentic, that all copies of documents submitted to us conform in all respects to the originals thereof, including all amendments or modifications thereto; and that all signatures of parties, other than those of the Seller and its authorized officers, to the respective documents are genuine. We have also assumed that all documents or copies thereof examined by us have been or will be duly, validly and properly authorized, executed, acknowledged and delivered by all parties thereto other than the Seller.

As you have agreed, for purposes solely of ascertaining the existence of security interests perfected by the filing of UCC financing statements, we have limited our investigation to an examination of the Searches, which indicate that there are no filed financing statements naming the Seller as debtor and relating to the Seller's Receivables [**other than those which will be terminated by the filing of the Releases**]. We express no opinion as to the accuracy or completeness of the Searches.

For purposes of the opinion expressed in the first sentence of Paragraph 4 below, we have assumed, with your consent, that the description of "Purchased Receivables" set forth in the Sale Agreement accurately and completely describes all of the Seller's Purchased Receivables being transferred to the Purchaser pursuant to the Sale Agreement.

For purposes of the opinions expressed in Paragraphs 5 and 6 below, with your agreement we have assumed that all transfers of Purchased Receivables will have occurred in accordance with the terms and conditions set forth in the Agreements.

In addition to the foregoing, in rendering the opinions set forth herein we have acted only as attorneys licensed to practice in the State of _____ and do not hold ourselves out as being knowledgeable as to the laws of any other jurisdiction. We therefore express no opinions as to the effect of any laws other than federal laws of the United States of America and the laws of the State of _____. In this regard, we note that the Agreements are governed by the laws of the State of Ohio. We have assumed, for purposes of issuing this letter, that insofar as the laws of any such other jurisdiction are applicable to the matters set forth below, such laws (including applicable conflict of laws provisions) are identical to and will be interpreted in all respects in the same manner as the laws of the State of _____.

On the basis of the foregoing and subject to the limitations, qualifications and exceptions set forth above, we are of the opinion as of the date hereof that:

1. The Seller is a **[not-for-profit]** corporation duly organized and validly existing under the laws of the State of _____, is in good standing under the laws of the State of **[state of organization]** and is duly qualified to do business, and is in good standing in each jurisdiction in which it maintains an office and has the corporate power and authority to own, lease and operate its properties and to conduct its business as now conducted. The Seller has made all filings with, and has obtained all necessary or appropriate approvals from federal and State of _____ Governmental Authorities which are necessary to permit the Seller to own, lease and operate its properties and to lawfully conduct its business as presently conducted, and to consummate the transactions contemplated by the Sale Agreement.

2. The Seller has the corporate power and authority to execute, deliver and perform each of the Agreements. The execution, delivery and performance of the Agreements have been duly authorized by all necessary corporate action of the Seller and each of such Agreements constitutes a legal, valid and binding obligation of Seller, enforceable against the Seller in accordance with its terms.

3. The execution and delivery of, and the performance of the Seller's obligations under, each of the Agreements does not and will not (a) violate any provision of the Seller's articles of incorporation or bylaws, (b) violate any statute, law, ordinance, rule or regulation of the United States of America or the State of _____ binding on the Seller, (c) violate any orders, judgments, writs or decrees known to us to which the Seller is subject in any respect, or (d) violate or create a breach or default under any loan agreement, indenture, note, evidence of indebtedness, mortgage, financing agreement, bond, debenture or similar agreement or instrument relating to obligations of the Seller for borrowed money or for the deferred purchase price of property or services payable more than one year from the date of incurrence thereof or on demand or relating to obligations of the Seller under capital leases which is presently in effect and known to us and to which the Seller is a party or its property is subject.

4. The Purchased Receivables constitute "accounts" and "general intangibles" within the meaning of the UCC. The Seller is "located" in the State of _____ for purposes of Section 9-103(3)(b) of the UCC such that the laws (including the conflict of law rules) of the State of _____ govern the perfection of security interests in accounts and general intangibles of the Seller and the sale of accounts by the Seller. The transfers of the Purchased Receivables are "true sales" of the Purchased Receivables to the Purchaser. In the event, however, that a court of competent jurisdiction were to hold that the transaction evidenced hereby constitutes a loan and not a purchase and sale, then the Sale Agreement creates a first priority perfected valid security interest in favor of the Purchaser.

5. If transfers of the Purchased Receivables from the Seller to the Purchaser pursuant to the Sale Agreement constitute a "true sale" of the Purchased Receivables to the

Purchaser, the execution and delivery of the Sale Agreement and the Purchase Assignments in accordance with the Sale Agreement, and

- (i) upon the proper filing of the Financing Statements [and the Releases] in the UCC filing offices of the Secretary of State of _____, [and in the UCC filing offices of the County Recorder of _____ County,] and
- (ii) upon the delivery to the Payors of such Purchased Receivables of the notices in the form of the notices on Exhibit A to the Sale Agreement (assuming no prior such notice has been delivered to any such Payor by any person claiming an interest in the Purchased Receivables, and we hereby advise you that we have no knowledge that the Seller has previously delivered any such prior notice to any such Payor, made any such assignment thereof or granted any such lien or encumbrance thereupon), and
- (iii) upon the execution and delivery of the Purchase Assignments in accordance with the Sale Agreement (assuming that the Seller has not previously assigned, for security or otherwise, such Purchased Receivables or granted any lien or encumbrance in them, and we hereby advise you that we have no knowledge that the Seller has previously made any such assignment thereof or granted any such lien or encumbrance thereupon),

are effective under the laws of the **[State or Location of Seller]** to vest title thereto in the Purchaser, and all necessary steps have been taken under the laws of the State of **[location of Seller]** to protect the Purchaser's ownership interest in the Purchased Receivables now existing, and hereafter created, against creditors of, or subsequent Purchasers from, the Seller, provided that:

- (x) if the transfers of the Purchased Receivables are deemed to be subject to Article 9 of the UCC or previously filed financing statements, priority may be subject to financing statements effective as a result of Section 9-401(2) of the UCC, or
- (y) if the Purchased Receivables are deemed to be interests or claims "in or under any policy of insurance" under §9-104(g) of the UCC, priority may be subject to **[in English rule states: prior notices to payors of such policies] [in American rule states: prior sales of such Purchased Receivables].³**

³ As to assignments of accounts and intangibles, if the UCC is not applicable because of Section 9-104, most jurisdictions follow either the so-called "American rule" (which in general provides that the transfer of an interest therein is made effective by a written assignment, with priority being granted to the assignment which is first in time) or the so-called "English rule" (which in general provides that the transfer of an interest therein is only effective if

The filing of the Financing Statements in the filing offices identified in paragraph 5(i) above are the only filings required to be made in the State of _____ to evidence, provide notice to third parties with respect to, or otherwise perfect the Purchaser's ownership interest in the Purchased Receivables under any applicable law of the State of _____. No other filings, either in the filing offices identified in paragraph 5(i) or in any other filing offices in the State of _____, are required or are advisable to be made to evidence, provide notice to third parties with respect to, or otherwise perfect such interests, or to establish the priority of the Purchaser's interest with respect to such Purchased Receivables.

6. If the transfers of the Purchased Receivables from the Seller to the Purchaser pursuant to the Sale Agreement and Purchase Assignments do not constitute a "true sale" of the Purchased Receivables to the Purchaser, the Sale Agreement and the Purchase Assignments create a valid security interest in favor of the Purchaser in the Purchased Receivables from time to time transferred to the Purchaser pursuant to the Sale Agreement and the Purchase Assignments in accordance with the Sale Agreement, which security interest will constitute

- (i) upon the proper filing of the Financing Statements in the UCC filing offices of the Secretary of State of _____, [and in the UCC filing offices of the County Recorder of _____ County,] and
- (ii) upon the delivery to the Payors of such Purchased Receivables of the notices in the form of the notices on Exhibit A to the Sale Agreement (assuming that no prior such notice has been delivered to any such Payor by any person claiming an interest in the Purchased Receivables and we hereby advise you that we have no knowledge that the Seller has previously delivered any such prior notice to any such Payor, made any assignment thereof or granted any lien or encumbrance thereupon), and
- (iii) upon the execution and delivery of the Purchase Assignments in accordance with the Sale Agreement (assuming that the Seller has not previously assigned, for security or otherwise, such Purchased Receivables or granted any lien or encumbrance in them, and we hereby advise you that we have no knowledge that the Seller has previously made any such assignment thereof or granted any such lien or encumbrance thereupon),

a security interest (perfected under the UCC and under other appropriate law to the extent applicable) in the Seller's right, title and interest in and to the Purchased Receivables and the

notice is given to the payor). Counsel should choose one approach or the other in completing paragraph 5(y) or, if the law in the jurisdiction is unsettled, counsel may include both as exceptions (i.e., by indicating in paragraph 5(y) "prior notices to payors of such policies or prior sales of such Purchased Receivables").

proceeds thereof now existing, and hereafter created, prior and senior to all other liens, provided that:

- (x) if the granting of a security interest in the Purchased Receivables is deemed to be subject to Article 9 of the UCC or previously filed financing statements, priority may be subject to financing statements effective as a result of Section 9-401(2) of the UCC, or
- (y) if the Purchased Receivables are deemed to be interests or claims “in or under any policy of insurance” under §9-104(g) of the UCC, priority may be subject to **[in English rule states: prior notices to payors of such policies] [in American rule states: prior sales of such Purchased Receivables]**.

The filing of the Financing Statements in the filing offices identified in paragraph 6(i) above are the only filings required to be made in the State of _____ to evidence, provide notice to third parties with respect to, or otherwise perfect the Purchaser’s security interest in the Purchased Receivables under any applicable law of the State of _____. No other filings, either in the filing offices identified in paragraph 6(i) or in any other filing offices in the State of _____, are required or are advisable to be made to evidence, provide notice to third parties with respect to, or otherwise perfect such interests, or to establish the priority of the Purchaser’s interest with respect to such Purchased Receivables.

7. The Sale Agreement creates a valid security interest in favor of the Purchaser in the Receivables (other than Purchased Receivables) of the Seller, as security for the obligations of the Seller enumerated in Section 9.2 of the Sale Agreement, which security interest will constitute, upon the proper filing of the Collateral Obligation Financing Statements in the UCC filing offices of the Secretary of State of _____, [and in the UCC filing offices of the County Recorder of _____ County,] a security interest perfected under the UCC (and under other appropriate law to the extent applicable) in the Seller’s right, title and interest in and to the Receivables (other than Purchased Receivables) and the proceeds thereof now existing, and hereafter created, prior and senior to all other liens, subject to:

- (x) if the granting of a security interest in the Receivables (other than Purchased Receivables) is deemed to be subject to Article 9 of the UCC, or previously filed financing statements, priority may be subject to financing statements effective as a result of Section 9-401(2) of the UCC, or
- (y) if the Receivables (other than Purchased Receivables) are deemed to be interests or claims “in or under any policy of insurance” under §9-104(g) of the UCC, priority may be subject to **[in English rule states: prior notices to payors of such policies] [in American rule states: prior sales of such Receivables]**.

The filing of the Collateral Obligation Financing Statements in the filing offices identified in this paragraph 7 above are the only filings required to be made in the State of _____ to evidence, provide notice to third parties with respect to, or otherwise perfect the Purchaser's security interest in the Receivables (other than Purchased Receivables) under any applicable law of the State of _____. No other filings, either in the filing offices identified in this paragraph 7 or in any other filing office in the State of _____ are required or are advisable to be made to evidence, provide notice to third parties with respect to, or otherwise perfect such interests, or to establish the priority of the Purchaser's security interest with respect to such Receivables (other than Purchased Receivables).

8. A State of _____ court and federal court sitting in the State of _____ would give effect to the choice of law provisions of the Agreements, except that such court may apply State of _____ law to (a) certain remedial and procedural rights, (b) matters of public policy, (c) matters pertaining to the perfection and priority of security interests, and (d) matters as to which Ohio law cannot be proven to such court to be sufficiently authoritative or certain for such court to rely on it.

9. No consent of, or other action by, and no notice to or filing with, or licensing by any federal or State of _____ Governmental Authority or any other party (except for those consents required under Section 3.1 of the Sale Agreement which have been provided by the Seller to the Purchaser) is required for the due execution, delivery and performance by the Seller of the Agreements or any other agreement, document or instrument to be delivered thereunder or for the perfection of or the exercise by the Seller, the Purchaser or the Servicer of any of their rights or remedies thereunder. The transactions contemplated by the Agreements will not cause the Purchaser to be subjected to any obligation to pay any transfer tax to any Governmental Authority in the State of _____, including without limitation any transfer, sales, use, added value, documentary stamp or other similar transfer tax other than **[describe any such taxes which are applicable]**.

10. To the best of our knowledge, there are no actions or proceedings against or affecting the Seller or any of its assets, pending or threatened, before any Governmental Authority (including, without limitation, any federal or state court of competent jurisdiction) (i) which seek to affect the enforceability of the Agreements or the transactions contemplated thereby, or (ii) which, if determined adversely, would materially and adversely affect the ability of the Seller to perform its obligations under the Agreements.

Our opinions set forth herein are subject to the following qualifications and exceptions:

- (a) The effect of certain laws governing bankruptcy, reorganization, fraudulent conveyance, moratorium and insolvency and relating to or affecting the enforcement of creditors' rights generally, including, but not limited to, the right to take or retain personal property encumbered by the Sale Agreement, the Financing Statements and the Purchase Assignments;

- (b) The application of general principles of equity (regardless of whether considered in a proceeding in equity or law);
- (c) Standards of commercial reasonableness and good faith;
- (d) In the case of proceeds, perfection of security interests is limited to the extent set forth in Section 9-306 of the UCC;
- (e) Continuation of perfection in any proceeds which are subject to a security interest or in any after acquired property may, if such proceeds or after acquired property consist of property of a type in which a perfected security interest cannot be obtained by filing a financing statement, require additional compliance with applicable provisions of the UCC and we express no opinion as to the perfection, priority and effectiveness of any security interest in any proceeds of the Purchased Receivables initially subject to the security interest or after acquired property to the extent that perfection, priority or effectiveness depends upon additional compliance with the UCC. Any change (from one state to another state) in the location of the Seller's place of business or chief executive offices to a location outside of the State of _____, or any change in the name, identity or corporate structure of the Seller that would make a filed financing statement seriously misleading, may result in the lapse of perfection of the security interest to the extent that perfection is dependent on filing unless new and appropriate financing statements are filed in a timely manner; and
- (f) In the case of collateral (as such term is defined in Article 9 of the UCC) in which a debtor (as such term is defined in Article 9 of the UCC) has no present rights, a security interest will be created therein only when the debtor acquires rights to such collateral.⁴

In addition to the foregoing exceptions, we hereby advise you that, because a portion of the Purchased Receivables are Medicaid and Medicare Receivables, in accordance with 42 U.S.C. Sections 1396a(a)(32) (Medicaid) and 1395g(c) (Medicare), the regulations promulgated thereunder and the court decisions with respect thereto, it is unlikely (i) that payments on Medicaid or Medicare Receivables will be made to any party other than the Seller to which they are due or an assignee qualified under such sections and regulations, or (ii) that payment of the Medicaid or Medicare Receivables sold to the Purchaser will be directly enforceable by the Purchaser or the Servicer against the federal government or any agency or instrumentality thereof, notwithstanding that the Purchaser has obtained title to or maintains a perfected security interest in such Purchased Receivables; provided, however, that with respect to

⁴ [The opinion may also set forth such other exceptions or vary the foregoing language to the extent that such exceptions or variations are not materially inconsistent with the protections intended to be afforded by the foregoing language or are required by the laws of a jurisdiction other than Ohio, in either case in the sole reasonable judgment of the Servicer, upon the advice of counsel.]

both the foregoing clauses (i) and (ii) we hereby advise you that the Subservicer may collect and enforce payment on Medicaid and Medicare Receivables on behalf of the Purchaser, its assigns, and the Servicer, as provided in the Sale Agreement.

Our opinions expressed herein are limited to those matters expressly set forth herein, and no opinion may be implied or inferred beyond the matters expressly stated herein. Further, the opinions expressed herein are being rendered solely in connection with the consummation of the transactions contemplated by the Agreements to which Seller is a party, and may not be relied upon for any other purpose.

Our opinions are rendered only as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter occur or to reflect the applicability of any laws that may affect the transactions contemplated by the Sale Agreement after the date hereof.

In addition to the foregoing, this letter may not be distributed to, furnished to or relied upon by any person other than the addressees, the Trustee, and Duff & Phelps Credit Rating Co. without the express written consent of this firm, provided, however, that any assignee of the Purchaser pursuant to the Sale Agreement may likewise rely upon this opinion as if named as an addressee herein.

Very truly yours,

ANNEX 1
TO OPINION OF
COUNSEL FOR
THE SELLER

ANNEX 2A
TO OPINION OF
COUNSEL FOR
THE SELLER

ANNEX 2B
TO OPINION OF
COUNSEL FOR
THE SELLER

ANNEX 3
TO OPINION OF
COUNSEL FOR
THE SELLER

[FORM OF REPURCHASE ASSIGNMENT]

REPURCHASE ASSIGNMENT, dated as of _____, 199__ between [Seller] (the "Seller"), NPF X, Inc. (the "Purchaser"), and NPF X, Inc. (the "Servicer").

We refer to the Sale and Subservicing Agreement (the "Sale Agreement"), dated as of _____, 199__, by and among the Seller, as Seller and Subservicer, the Purchaser, and the Servicer. All provisions of such Agreement are incorporated by reference. All capitalized terms shall have the meanings set forth in the Sale Agreement.

Pursuant to Section 4.3 of the Agreement, the Purchaser does hereby sell, transfer, assign, set over and convey to the Seller, without recourse of warranty, express or implied, all right, title and interest of the Purchaser in and to the Receivables listed on Schedule 1 hereto (each, a "Repurchased Receivable") and the Seller does hereby purchase each such Purchased Receivable. All liens created by the Purchaser have been released as of the date hereof.

The Purchase Price for each Repurchased Receivable shall be its Net Value as set forth on Schedule 1 hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[SELLER]

By _____
Name:
Title:

NPF X, INC.

By _____
Name:
Title:

NPF X, INC.

By _____
Name:
Title:

SCHEDULE 1
TO REPURCHASE
ASSIGNMENT

NPF X, INC.

Sale and Subservicing Agreement
Section 6.2 Determinations of the Servicer

Determination Date: _____, 199__

(1) Section 6.2(a) Prior Net Value Amount

Net Value of Purchased Receivables as of the prior Determination Date plus the Net Value of all Purchased Receivables purchased on the prior Purchase Date

(2) Section 6.2(b) Paid Receivables Amount

The amount of Collections on all Purchased Receivables received since the prior Determination Date

(3) Section 6.2(c) Current Net Value Amount

Net Value of all Purchased Receivables as of the current Determination Date

(4) Section 6.2(d) Credit Deficiency

Prior Net Value Amount
minus

Paid Receivables Amount
minus

(_____)

Current Net Value Amount

(_____)

Total

=====

(5) Section 6.2(e) Rejected Amount

Net Value of Purchased Receivables which became Rejected Receivables since the prior Determination Date and which have not yet been repurchased or offset

SCHEDULE 1
TO EXHIBIT G

Date: _____, 199__

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

Attention:

Please make the following distributions from accounts in accordance with Section 6.3 of the Sale and Subservicing Agreement for **[SELLER]**:

- (1) Deposit in the Purchase Account
 - (a) From the Collection Account:
Paid Receivables Amount _____
 - (b) From the Seller Credit
Reserve Account: Credit Deficiency _____
 - (c) From the Collection Account:
Rejected Amount _____
- (2) Pay by check to **[SELLER]** the balance
in the Collection Account after such distributions

NPF X, INC.

By: _____

Title: _____