

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;">                 Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP                  1285 Avenue of the Americas                  New York, NY 10019             </div> <p><b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b></p>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME. Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME				
Emergency Care Services of New England, P.C.				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
265 Brookview Centre Way, Suite 400	Knoxville	TN	37919	USA

2. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR 2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE, or ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME:				
Citibank N.A., as Collateral Agent				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
388 Greenwich St, 6th Floor Trading	New York	NY	10013	USA

4. COLLATERAL. This financing statement covers the following collateral:

See Exhibit A attached hereto and made a part hereof for a description of the "Collateral".

5. Check <u>only</u> 1 applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Form 17 and Instructions); <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction; <input type="checkbox"/> Manufactured-Home Transaction; <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien; <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor; <input type="checkbox"/> Consignee/Consignor; <input checked="" type="checkbox"/> Seller/Buyer; <input type="checkbox"/> Bailor/Borrower; <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:  
File with: Rhode Island Secretary of State

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9 NAME OF FIRST DEBTOR: Same as Line 1a or 1b on Financing Statement; if Line 1b was left blank because Individual Debtor name did not fit, check here

9a ORGANIZATION'S NAME	Emergency Care Services of New England, P.C.		
OR 9b INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10 DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME				
OR 10b INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME	Emergency Physician Associates, I.I.C			
OR 11b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
307 S. Evergreen Ave., Suite 101	Woodbury	NJ	08096	USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing
15 Name and address of a RECORD OWNER of real estate described in item 18 (if Debtor does not have a record interest)	16 Description of real estate

17. MISCELLANEOUS  
Addendum 1 of 1

**EXHIBIT A**  
to  
**Uniform Commercial Code Financing Statement**  
on Form UCC-1

**"DEBTOR/SELLER"**

Emergency Care Services of New England, P.C.  
265 Brookview Centre Way, Suite 400  
Knoxville, TN 37919

**"BUYER/ ASSIGNOR SECURED PARTY"**

Emergency Physician Associates, LLC  
307 S. Evergreen Ave., Suite 101  
Woodbury, NJ 08096

**"TOTAL ASSIGNEE OF ASSIGNOR SECURED PARTY"**

Citibank, N.A., as Collateral Agent  
388 Greenwich St., 6th Floor Trading  
New York, NY 10013

The financing statement to which this Exhibit A is attached and made a part thereof covers all of Debtor/Seller's right, title and interest in, to and under all of the following, whether now or hereafter owned, existing or arising under the PC Sale Agreement (collectively, the "Collateral"):

- (a) each Receivable of Debtor/Seller that existed and was owing to Debtor/Seller at the closing of Debtor/Seller's business at the Cut-Off Date;
- (b) each Receivable generated by Debtor/Seller from and including the Cut-Off Date; and
- (c) all Related Rights.

As used herein, the following terms shall have the meanings set forth below:

"Collections" means, with respect to any Receivable: (a) all funds that are received by Debtor/Seller or any other person on their behalf in payment of any amounts owed in respect of such Receivable (including purchase price, service charges, finance charges, interest, fees and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments, proceeds of drawings under supporting letters of credit and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related obligor or any other person directly or indirectly liable for the payment of such Receivable and available to be applied thereon), (b) all proceeds of all Related Rights with respect to such Receivable and (c) all other proceeds of such Receivable.

"Cut-Off Date" means September 30, 2023.

"PC Sale Agreement" means the Collection Management Agreement between the Buyer/ Secured Party, as buyer, and the Debtor/Seller, as seller.

"Receivable" means any right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor/Seller, whether constituting an account, chattel paper, payment intangible, instrument or general intangible, in each instance arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes the obligation to pay any service charges, finance charges, interest, fees and other charges with respect thereto. Any such right to payment arising from any one transaction, including any such right to payment represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

"Related Rights" means, with respect to any Receivable:

- (a) all instruments and chattel paper that may evidence such Receivable;
- (b) all letter of credit rights, other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the contract related to such Receivable or otherwise, together with all UCC financing statements or similar filings relating thereto;
- (c) all of Debtor/Seller's rights, interests and claims under the related contracts and all guaranties, indemnities, insurance and other agreements (including the related contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable, whether pursuant to the contract related to such Receivable or otherwise;
- (d) all books and records of Debtor/Seller to the extent related to any of the foregoing, and all rights, remedies, powers, privileges, title and interest (but not obligations) in and to each account and lock-box into which any Collections are deposited and any related investment property acquired with any Collections or other proceeds (as such term is defined in the applicable UCC);
- (e) all Collections and other proceeds (as defined in the UCC) of any of the foregoing.

"UCC" means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.