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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-15-02 National Verification Systems L.P. [] Individual(s) [] Association [] General Partnership [X] Limited Partnership Georgia [] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: NVS Acquisition Corp. Internal Address: Street Address: 15 Century Blvd., Suite 600 City: Nashville State: TN Zip: 37214 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Tennessee [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Partnership Interest Purchase Agreement Execution Date: 9/13/96

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2000249 Additional number(s) attached [] Yes [X] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ginabeth B. Hutchison Internal Address: Alston & Bird LLP Street Address: 1201 W. Peachtree Street City: Atlanta State: GA Zip: 30309-3424

7. Total fee (37 CFR 3.41).....\$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: OFFICE OF PUBLIC RECORDS FINANCE SECTION 2002 OCT 15 AM 10:05

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9. Signature. Ginabeth B. Hutchison Name of Person Signing Signature Date 10/8/02 Total number of pages including cover sheet, attachments, and document: 89

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TRADEMARK REEL: 002601 FRAME: 0605

PARTNERSHIP INTEREST PURCHASE AGREEMENT

among

ENVOY CORPORATION, NVS ACQUISITION CORP.,
NATIONAL VERIFICATION SYSTEMS, L.P., NVS, INC.,

STEPHEN B. SHERRILL

and

ACCOUNT PORTFOLIOS TRUST THREE

Dated: September 13, 1996

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PARTNERSHIP INTEREST PURCHASE AGREEMENT

This PARTNERSHIP INTEREST PURCHASE AGREEMENT (the "Agreement") is effective as of this 13 day of September 1996, among ENVOY Corporation, a Tennessee corporation ("Envoy"), NVS Acquisition Corp., a Tennessee corporation and wholly owned subsidiary of Envoy ("Buyer"), National Verification Systems, L.P., a Georgia limited partnership (the "Company"), NVS, Inc., a Georgia corporation ("NVSI"), Stephen B. Sherrill, an individual resident in the State of Georgia ("Sherrill"), and Account Portfolios Trust Three, a Georgia trust ("AP" and, collectively with NVSI and Sherrill, "Sellers").

RECITALS:

Sellers desire to sell, and Buyer desires to purchase, all of the general partnership interests and the limited partnership interests of the Company (the "Partnership Interests") for the consideration and on the terms and conditions set forth in this Agreement.

AGREEMENT:

The parties, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Article I:

"Applicable Contract"--any Contract (a) under which the Company has or may acquire any rights, (b) under which the Company has or may become subject to any obligation or liability, or (c) by which the Company or any of the assets owned or used by it is or may become bound, which is reasonably expected to result in the expenditure or receipt by the Company in excess of \$5,000 in any one year period.

"Best Efforts"--the commercially reasonable efforts that a prudent Person desirous of achieving a result would use in similar circumstances.

"Breach"--a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

"Buyer"--as defined in the first paragraph of this Agreement.

"Buyer's Closing Documents"--as defined in Section 4.2 .

"Closing"--as defined in Section 2.3.

"Closing Date"--the date and time as of which the Closing actually takes place.

"Company"--as defined in the first paragraph of this Agreement.

"Consent"--any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"Contemplated Transactions"--all of the transactions contemplated by this Agreement, including:

(a) the sale of the Partnership Interests by Sellers to Buyer;

(b) the execution, delivery, and performance of the Noncompetition Agreement, the Sellers' Releases, and the Escrow Agreement;

(c) the performance by Buyer and Sellers of their respective covenants and obligations under this Agreement; and

(d) Buyer's acquisition of the Partnership Interests and exercise of control over the Company.

"Contract"--any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding as of the Closing Date.

"Copyrights"--all copyright in the Company's material published works and unpublished works.

"Damages"--as defined in Section 10.2.

"Disclosure Letter"--the disclosure letter delivered by Sellers to Buyer concurrently with the execution and delivery of this Agreement.

"Encumbrance"--any charge, claim, community property interest, condition, debt, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership, whether known or unknown and whether absolute, contingent or otherwise.

"Environment"--soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

"Environmental, Health, and Safety Liabilities"--any cost, damages, expense, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions ("Cleanup") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA").

"Environmental Law"--any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"ERISA"--the Employee Retirement Income Security Act of 1974, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Escrow Agreement"--as defined in Section 2.4(c).

"Facilities"--any real property, leaseholds, or other interests currently or formerly owned or operated by the Company and any buildings, plants, structures, or equipment (including motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by the Company.

"GAAP"--generally accepted United States accounting principles, applied on a basis consistent with the basis on which the Interim Balance Sheet and the other financial statements referred to Section 3.4 were prepared.

"Governmental Authorization"--any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body"--any:

- (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;
- (b) federal, state, local, municipal, foreign, or other government;
- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
- (d) multi-national organization or body; or
- (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Hazardous Activity"--the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Facilities or any part thereof into the Environment, and any other act, business, operation, or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the Facilities, or that may affect the value of the Facilities or the Company.

"Hazardous Materials"--any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or

a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

"Intellectual Property Assets" --all Copyrights, Marks, Patents, Rights in Mask Works, and Trade Secrets.

"Interim Balance Sheet"--as defined in Section 3.4.

"IRC"--the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

"IRS"--the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge"--an individual will be deemed to have "Knowledge" of a particular fact or other matter if:

(a) such individual is actually aware of such fact or other matter; or

(b) a prudent business person in the conduct of their position could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

"Legal Requirement"--any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

"Marks"--the name "National Verification Systems," all of the Company's fictional business names, trading names, registered and unregistered trademarks, service marks, and any applications therefor.

"Multi-Employer Plan" has the meaning given in ERISA § 3(37)(A).

"Noncompetition Agreement"--as defined in Section 2.4(a)(ii).

"Occupational Safety and Health Law"--any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order"--any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Ordinary Course of Business"--an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if:

(a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person;

(b) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority); and

(c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"Organizational Documents"--(a) the charter, articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles of organization and operating agreement of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

"Other Benefit Obligations" means all obligations, arrangements, or customary practices, whether or not legally enforceable, to provide benefits, other than salary, as compensation for services rendered, to present or former directors, employees, or agents, other than obligations, arrangements, and practices that are Plans. "Other Benefit Obligations" include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies, and fringe benefits within the meaning of IRC § 132.

"Partnership Interests"--as defined in the Recitals of this Agreement.

"Patents"--all of the patents, patent applications, and inventions and discoveries that may be patentable, that are owned by the Company or any Seller, which are used by the Company or are useful to the business or operations of the Company.

"Pension Plan" has the meaning given in ERISA § 3(2)(A) or § 3(3).

"Person"--any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Plan Sponsor" has the meaning given in ERISA § 3(16)(B).

"Proceeding"--any action, arbitration, claim, demand, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Qualified Plan" means any Plan that meets or purports to meet the requirements of IRC § 401(a).

"Release"--any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

"Representative"--with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Rights in Mask Works"--all of the Company's rights in mask works as defined in the Semiconductor Chip Protection Act of 1984, as amended.

"Securities Act"--the Securities Act of 1933, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Sellers"--as defined in the first paragraph of this Agreement.

"Sellers' Closing Documents"--as defined in Section 3.2

"Sellers' Releases"--as defined in Section 2.4(a)(i).

"Sellers' Representative"--as defined in Section 9.1(a).

"Subsidiary"--with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries; when used without reference to a particular Person, "Subsidiary" means a Subsidiary of the Company.

"Tax Return"--any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

"Threat of Release"--a substantial likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

"Threatened"--a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

"Threshold Amount"--as defined in Section 10.6.

"Title IV Plans" means all Pension Plans that are subject to Title IV of ERISA, 29 U.S.C. § 1301 et seq., other than Multi-Employer Plans.

"Trade Secrets"--all know-how, trade secrets, confidential information, customer lists, software, technical information, flow charts, analysis, data, technology, plans, drawings and blue prints relating to the Company's data center, hardware, firmware, or software.

"VEBA" means a voluntary employees' beneficiary association under IRC § 501(c)(9).

"Welfare Plan" has the meaning given in ERISA § 3(1).

"Working Capital"--current assets minus current liabilities as determined in accordance with GAAP.

ARTICLE II SALE AND TRANSFER OF PARTNERSHIP INTERESTS; CLOSING

2.1 Partnership Interests. Subject to the terms and conditions of this Agreement, at the Closing, Sellers will sell and transfer the Partnership Interests to Buyer, and Buyer will purchase the Partnership Interests from Sellers.

2.2 Purchase Price. The purchase price for the Partnership Interests will be \$2,000,000 less (i) the sum delivered to the escrow agent pursuant to Section 2.4(b)(ii), (ii) up to \$50,000 to pay for the Company and Sellers Closing costs to be delivered to such Person or Persons designated by Sellers' Representative, and (iii) the indebtedness of the Company to be assumed pursuant Section 2.4(a)(v) (the "Purchase Price").

2.3 Closing. The purchase and sale (the "Closing") provided for in this Agreement will take place at the offices of Buyer's counsel at First American Center, Nashville, Tennessee 37238-2700, at 10:00 a.m. (local time) or by the exchange of executed documents via overnight courier on the later of (i) September __, 1996, or (ii) at such other time and place as the parties may agree. Subject to the provisions of Article IX, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.3 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

2.4 Closing Obligations. At the Closing:

(a) Sellers will deliver to Buyer:

(i) a release in the form of Exhibit 2.4(a)(i) executed by Sellers (the "Sellers' Release");

(ii) a noncompetition agreement in the form of Exhibit 2.4(a)(ii), executed by Sellers (collectively, the "Noncompetition Agreement");

(iii) a certificate executed by Sellers representing and warranting to Buyer that (A) each of Sellers' representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date (giving full effect to any supplements to the Disclosure Letter that were delivered by Sellers to Buyer prior to the Closing Date in accordance with Section 5.5), and (B) the UCC search report(s) relating to the Company attached to such certificate are, to the Knowledge of Sellers, correct and complete;

(iv) executed patent assignment forms from the holder thereof to Envoy relating to the Patents set forth in Part 3.22(c) of the Disclosure Letter; and

(v) at least three days prior to the Closing Date, payoff letters and UCC termination statements, if applicable, relating to the indebtedness of the Company, including the indebtedness owed to Worldwide Securities.

(b) Buyer will deliver to Sellers (or Sellers' designee):

(i) the following percentage of the Purchase Price (by bank cashier's or certified check or by electronic funds transfer) payable to the order of NVSI, Sherrill and AP, respectively: 1.0% to NVSI; 79.2% to Sherrill; and 19.8% to AP;

(ii) the sum of \$200,000 to the escrow agent referred to in Section 2.4(c) (by bank cashier's or certified check or electronic funds transfer); and

(iii) a certificate executed by Buyer to the effect that, except as otherwise stated in such certificate, each of Buyer's representations and warranties in this Agreement was accurate in all respects as of the date of this Agreement and is accurate in all respects as of the Closing Date as if made on the Closing Date.

(c) Buyer and Sellers will enter into an escrow agreement in the form of Exhibit 2.4(c) (the "Escrow Agreement").

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS.**

Sellers represent and warrant to Buyer as follows:

3.1 Organization and Good Standing.

(a) The Company's jurisdiction of formation, other jurisdictions in which it is authorized to do business, and its capitalization (including the identity of each partner and a description of the Partnership Interests held by each) is set forth in Part 3.1 of the Disclosure Letter. The Company is a partnership duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, with full partnership power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under Applicable Contracts. The Company is duly qualified to do business as a foreign organization and is in good standing under the laws of each state or other jurisdiction in which (i) either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, and (ii) the failure to not be so qualified would have a material adverse effect on the Company.

(b) Sellers have delivered to Buyer copies of the Organizational Documents of the Company, as currently in effect.

(c) The Company does not have and has never had any Subsidiaries.

3.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Sellers, enforceable against Sellers in accordance with its terms. Upon the execution and delivery of the Escrow Agreement, the Consulting Agreements, the Sellers' Releases, and the Noncompetition Agreements (collectively, the "Sellers' Closing Documents"), the Sellers' Closing Documents will constitute the legal, valid, and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms; provided, however, the opinion to be rendered pursuant to Section 7.4(a) with respect such matters may be qualified by the (i) effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, fraudulent transfer, and other similar laws relating to or effecting the rights of creditors, and (ii) general principles of equity. Sellers have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the Sellers' Closing Documents and to perform their obligations under this Agreement and the Sellers' Closing Documents.

(b) Except as set forth in Part 3.2 of the Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of the Company, or (B) any resolution adopted by the partners of the Company;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which the Company or any Seller, or any of the assets owned or used by the Company, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by the Company or that otherwise relates to the business of, or any of the assets owned or used by, the Company;

(iv) cause Buyer or the Company to become subject to, or to become liable for the payment of, any Tax;

(v) cause any of the assets owned by the Company to be reassessed or revalued by any taxing authority or other Governmental Body;

(vi) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; or

(vii) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by the Company.

Except as set forth in Part 3.2 of the Disclosure Letter, neither the Company nor any Seller is or will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

3.3 Capitalization. The equity interest of the Company consists of a 1% general partnership interest and an aggregate of 99% limited partnership interests. NVSI owns the 1% general partnership interest, Sherrill owns a 49.5% limited partnership interest, Rieker owns a 21.7% limited partnership interest, Mansfield owns a 8.0% limited partnership interest, and AP owns a 19.8% limited partnership interest. All Partnership Interests are owned free and clear of all Encumbrances. There are no Contracts relating to the issuance, sale, or transfer of Partnership Interests or other securities of the Company. None of the Partnership Interests or other securities of the Company were issued in violation of the Securities Act or any other Legal Requirement. The Company neither owns nor has any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

3.4 Financial Statements. Sellers have delivered to Buyer: (a) unaudited balance sheets of the Company at December 31, in each of the years 1993 through 1995, and the related statements of income, changes in partners' equity, and cash flow for each of the fiscal years then ended, and (b) an unaudited balance sheet of each of the Company at April 30, 1996,

(the "Interim Balance Sheet") and the related unaudited statements of income, changes in partners' equity, and cash flow for the four (4) months then ended. Such financial statements fairly present the financial condition and the results of operations, changes in partners' equity, and cash flow of the Company as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP (except that the Interim Balance Sheet may not reflect normal year-end adjustments and the omission of footnotes thereto); the financial statements referred to in this Section 3.4 reflect the consistent application of such accounting principles throughout the periods involved. No financial statements of any Person other than the Company are required by GAAP to be included in the financial statements of the Company. The Working Capital of the Company as of the Closing Date is not less than the Working Capital of the Company reflected on the Interim Balance Sheet.

3.5 Books and Records. The books of account, minute books and other records of the Company, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices, including the maintenance of an adequate system of internal controls. The minute books of the Company contain accurate and complete records of all meetings held of, and action taken by, the general partner and limited partners of the Company, and no meeting of any such partners has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Company.

3.6 Title to Properties; Encumbrances. Part 3.6 of the Disclosure Letter contains a complete and accurate list of all real property, leaseholds, or other interests therein held by the Company. The Company owns (with good and marketable title in the case of real property, subject only to the matters permitted by the following sentence) all the properties and assets (whether real, personal, or mixed and whether tangible or intangible) that it purports to own or reflected as owned in the books and records of the Company, including all of the properties and assets reflected in the Interim Balance Sheet (except for assets held under capitalized leases disclosed or not required to be disclosed in Part 3.6 of the Disclosure Letter and personal property sold since the date of the Interim Balance Sheet, in the Ordinary Course of Business), and all of the properties and assets purchased or otherwise acquired by the Company since the date of the Balance Sheet (except for personal property acquired and sold since the date of the Balance Sheet in the Ordinary Course of Business and consistent with past practice), which subsequently purchased or acquired properties and assets (other than inventory and short-term investments) are listed in Part 3.6 of the Disclosure Letter. All material properties and assets reflected in the Interim Balance Sheet are free and clear of all Encumbrances.

3.7 Condition and Sufficiency of Assets. The equipment of the Company is in good operating condition and repair, and is adequate for the uses to which they are being put, and none of such equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The equipment of the Company is sufficient for the continued conduct of the Company's businesses after the Closing in substantially the same manner as conducted prior to the Closing.

3.8 Accounts Receivable. All accounts receivable of the Company that are reflected on the Interim Balance Sheet or on the accounting records of the Company as of the Closing Date (collectively, the "Accounts Receivable") represent or will represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business. Unless paid prior to the Closing Date, the Accounts Receivable are or will be as of the Closing Date current and collectible net of the respective reserves shown on the Interim Balance Sheet or on the accounting records of the Company as of the Closing Date (which reserves are adequate and calculated consistent with past practice and, in the case of the reserve as of the Closing Date, will not represent a greater percentage of the Accounts Receivable as of the Closing Date than the reserve reflected in the Interim Balance Sheet represented of the Accounts Receivable reflected therein and will not represent a material adverse change in the composition of such Accounts Receivable in terms of aging). Subject to such reserves, each of the Accounts Receivable either has been or will be collected in full, without any set-off, within one-hundred eighty (180) days after the day on which it first becomes due and payable. During such period, Buyer will (i) supply Sellers' Representative with a monthly Accounts Receivable aging schedule, and (ii) consult with Sellers' Representative on matters concerning the Accounts Receivable and any collection efforts with respect thereto. Accounts Receivable more than 180 days past due will be assigned to Sherrill for collection. At all times, Sherrill shall have all the legal, equitable, and contractual rights of Buyer with respect to such assigned Accounts Receivable for the purpose of the collection thereof. There is no contest, claim, or right of set-off, other than returns in the Ordinary Course of Business, under any Contract with any obligor of an Accounts Receivable relating to the amount or validity of such Accounts Receivable. Part 3.8 of the Disclosure Letter contains a complete and accurate list of all Accounts Receivable as of the date of the Interim Balance Sheet, and the Closing Date which list sets forth the aging of such Accounts Receivable.

3.9 Inventory. The Company has no inventory.

3.10 No undisclosed liabilities. Except as set forth in Part 3.10 of the Disclosure Letter, the Company has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the Interim Balance Sheet and current liabilities incurred in the Ordinary Course of Business since the date thereof.

3.11 Taxes

(a) The Company has filed or caused to be filed (on a timely basis since their respective organization dates) all Tax Returns that are or were required to be filed by or with respect to it, either separately or as a member of a consolidated group pursuant to applicable Legal Requirements. Sellers have delivered to Buyer copies of, and Part 3.11 of the Disclosure Letter contains a complete and accurate list of, all such Tax Returns. The Company has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by Sellers or the Company, except such Taxes, if any, as are listed in Part 3.11 of the Disclosure Letter and are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the Interim Balance Sheet.

(b) Except as set forth in Part 3.11 of the Disclosure Letter, the United States federal and state income Tax Returns of the Company subject to such Taxes have been audited by the IRS or relevant state tax authorities or are closed by the applicable statute of limitations for all taxable years. Part 3.11 of the Disclosure Letter contains a complete and accurate list of all audits of all such Tax Returns, including a reasonably detailed description of the nature and outcome of each audit. All deficiencies proposed as a result of such audits have been paid, reserved against, settled, or, as described in Part 3.11 of the Disclosure Letter, are being contested in good faith by appropriate proceedings. Part 3.11 of the Disclosure Letter describes all adjustments to the United States Federal Income Tax Returns filed by the Company or any consolidated group including the Company for all taxable years, and the resulting deficiencies proposed by the IRS. Except as described in Part 3.11 of the Disclosure Letter, neither the Company nor any Seller has given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of the Company or for which the Company may be liable.

(c) The charges, accruals, and reserves with respect to Taxes on the books of the Company are adequate and are at least equal to the Company's liability for Taxes. There exists no proposed tax assessment against the Company except as disclosed in the Interim Balance Sheet or in Part 3.11 of the Disclosure Letter. All Taxes that the Company is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(d) All Tax Returns filed by (or that include on a consolidated basis) the Company are true, correct, and complete. There is no tax sharing agreement that will require any payment by the Company after the Closing Date.

3.12 No Material Adverse Change. Except as set forth in Part 3.12 of the Disclosure Letter, since the date of the Interim Balance Sheet, there has not been any material adverse change in the business, operations, properties, prospects, assets, or condition of the Company, and no event has occurred or circumstance exists that could reasonably be expected to result in such a material adverse change.

3.13 Employee Benefits. The Company does not have and has never had a (i) Multi-Employer Plan, (ii) Pension Plan, (iii) Qualified Plan, (iv) Title IV Plan, (v) VEBA, or (vi) Welfare Plan. The Company is not and has never been a Plan Sponsor. The Company has no Other Benefit Obligations.

3.14 Compliance With Legal Requirements; Governmental Authorizations.

(a) Except as set forth in Part 3.14 of the Disclosure Letter:

(i) to the Knowledge of Sellers and the Company, the Company is, and at all times has been, in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) to the Knowledge of Sellers and the Company, no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(iii) the Company has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Part 3.14 of the Disclosure Letter contains a complete and accurate list of each Governmental Authorization that is held by the Company or that otherwise relates to the business of, or to any of the assets owned or used by, the Company. Each Governmental Authorization listed or required to be listed in Part 3.14 of the Disclosure Letter is valid and in full force and effect. Except as set forth in Part 3.14 of the Disclosure Letter:

(i) to the Knowledge of Sellers and the Company, the Company is, and at all times has been, in full compliance with all of the terms and requirements of each Governmental Authorization identified or required to be identified in Part 3.14 of the Disclosure Letter;

(ii) to the Knowledge of Sellers and the Company, no event has occurred or circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Authorization listed or required to be listed in Part 3.14 of the Disclosure Letter, or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization listed or required to be listed in Part 3.14 of the Disclosure Letter;

(iii) the Company not has received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of or failure to comply with any term or requirement of any Governmental Authorization, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any Governmental Authorization; and

(iv) all applications required to have been filed for the renewal of the Governmental Authorizations listed or required to be listed in Part 3.14 of the Disclosure Letter have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies.

The Governmental Authorizations listed in Part 3.14 of the Disclosure Letter collectively constitute to the knowledge of letters and the Company, all of the Governmental Authorizations necessary to permit the Company to lawfully conduct and operate their businesses in the manner they currently conduct and operate such businesses and to permit the Company to own and use their assets in the manner in which they currently own and use such assets.

3.15 Legal Proceedings; Orders

(a) Except as set forth in Part 3.15 of the Disclosure Letter, there is no pending Proceeding:

- (i) that has been commenced by or against the Company or that otherwise relates to or may affect the business of, or any of the assets owned or used by, the Company; or
- (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of Sellers and the Company, (i) no such Proceeding has been Threatened, and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding. Sellers have delivered to Buyer copies of all pleadings, correspondence, and other documents relating to each Proceeding listed in Part 3.15 of the Disclosure Letter. The Proceedings listed in Part 3.15 of the Disclosure Letter will not have a material adverse effect on the business, operations, assets, condition, or prospects of the Company.

(b) Except as set forth in Part 3.15 of the Disclosure Letter:

- (i) there is no Order to which the Company, or any of the assets owned or used by the Company, is subject;
- (ii) neither Seller is subject to any Order that relates to the business of, or any of the assets owned or used by, the Company; and
- (iii) no officer, partner, agent, or employee of the Company is subject to any Order that prohibits such officer, partner, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of the Company.

(c) Except as set forth in Part 3.15 of the Disclosure Letter:

- (i) to the Knowledge of Sellers and the Company, the Company is, and at all times has been, in full compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;
- (ii) to the Knowledge of Sellers and the Company, no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of

time) a violation of or failure to comply with any term or requirement of any Order to which the Company, or any of the assets owned or used by the Company, is subject; and

(iii) the Company has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any Order to which the Company, or any of the assets owned or used by the Company, is or has been subject.

3.16 Absence of Certain Changes and Events. Except as set forth in Part 3.16 of the Disclosure Letter, since the date of the Interim Balance Sheet, the Company has conducted their businesses only in the Ordinary Course of Business and there has not been any:

(a) change in the Company's authorized or issued capital; grant of any option or right to purchase Partnership Interests of the Company; issuance of any security convertible into such Partnership Interests; purchase, redemption, retirement, or other acquisition by the Company of any Partnership Interests; or declaration or payment of any distribution or payment in respect of Partnership Interests;

(b) amendment to the Organizational Documents of the Company;

(c) payment or increase by the Company of any bonuses, salaries, or other compensation to any partner, officer, or employee (except in the Ordinary Course of Business) or entry into any employment, severance, or similar Contract with any partner, officer, or employee;

(d) adoption of, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan;

(e) damage to or destruction or loss of any asset or property of the Company, whether or not covered by insurance, materially and adversely affecting the properties, assets, business, financial condition, or prospects of the Company, taken as a whole;

(f) entry into, termination of, or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any Contract or transaction involving a total remaining commitment by or to the Company of at least \$2,500;

(g) sale, lease, or other disposition of any asset or property of the Company or mortgage, pledge, or imposition of any lien or other encumbrance on any material asset or property of the Company, including the sale, lease, or other disposition of any of the Intellectual Property Assets;

(h) cancellation or waiver of any claims or rights with a value to the Company in excess of \$2,500;

- (i) material change in the accounting methods, principles, or parties used by the Company;
or
- (j) agreement, whether oral or written, by the Company to do any of the foregoing.

3.17 Contracts; No Defaults.

(a) Part 3.17(a) of the Disclosure Letter contains a complete and accurate list, and Sellers have delivered to Buyer true and complete copies, of:

- (i) each Applicable Contract that involves performance of services or delivery of goods or materials by the Company;
- (ii) each Applicable Contract that involves performance of services or delivery of goods or materials to the Company;
- (iii) each Applicable Contract that was not entered into in the Ordinary Course of Business;
- (iv) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Applicable Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than \$5,000 and with terms of less than one (1) year);
- (v) each licensing agreement or other Applicable Contract with respect to Intellectual Property Assets, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any of the Intellectual Property Assets;
- (vi) each collective bargaining agreement and other Applicable Contract to or with any labor union or other employee representative of a group of employees;
- (vii) each joint venture, partnership, and other Applicable Contract (however named) involving a sharing of profits, losses, costs, or liabilities by the Company with any other Person;
- (viii) each Applicable Contract containing covenants that in any way purport to restrict the business activity of the Company or limit the freedom of the Company to engage in any line of business or to compete with any Person;
- (ix) each Applicable Contract providing for payments to or by any Person based on sales, purchases, or profits, other than direct payments for goods;
- (x) each power of attorney that is currently effective and outstanding;

(xi) each Applicable Contract entered into other than in the Ordinary Course of Business that contains or provides for an express undertaking by the Company to be responsible for consequential damages;

(xii) each Applicable Contract for capital expenditures in excess of \$2,500;

(xiii) each written warranty, guaranty, and or other similar undertaking with respect to contractual performance extended by the Company other than in the Ordinary Course of Business; and

(xiv) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

Part 3.17(a) of the Disclosure Letter sets forth reasonably complete details concerning such Contracts, including the parties to the Contracts and the amount of the remaining commitment of the Company under the Contracts.

(b) Except as set forth in Part 3.17(b) of the Disclosure Letter:

(i) No Seller has or may acquire any rights under, and no Seller has or may become subject to any obligation or liability under, any Contract that relates to the business of, or any of the assets owned or used by, the Company; and

(ii) no partner, officer, agent, employee, consultant, or contractor of the Company is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant, or contractor to (A) engage in or continue any conduct, activity, or practice relating to the business of the Company, or (B) assign to the Company or to any other Person any rights to any invention, improvement, or discovery.

(c) Except as set forth in Part 3.17(c) of the Disclosure Letter, each Contract identified or required to be identified in Part 3.17(a) of the Disclosure Letter is in full force and effect and is valid and enforceable in accordance with its terms.

(d) Except as set forth in Part 3.17(d) of the Disclosure Letter:

(i) to the Knowledge of Sellers and the Company, the Company is, and at all times has been, in full compliance with all applicable terms and requirements of each Contract under which the Company has or had any obligation or liability or by which the Company or any of the assets owned or used by the Company is or was bound;

(ii) to the Knowledge of Sellers and the Company, each other Person that has or had any obligation or liability under any Contract under which the Company has or had any rights is, and at all times has been, in full compliance with all applicable terms and requirements of such Contract;

(iii) to the Knowledge of Sellers and the Company, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give the Company or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Applicable Contract; and

(iv) the Company has not given to or received from any other Person, at any time any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Contract.

(e) There are no written renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the Company under current or completed Contracts with any Person and, to the Knowledge of Sellers and the Company, no such Person has made written demand for such renegotiation.

(f) The Contracts relating to the sale, design, manufacture, or provision of products or services by the Company have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

3.18 Insurance.

(a) Sellers have delivered to Buyer:

(i) true and complete copies of all policies of insurance to which the Company is a party or under which the Company is or has been covered at any time within the five (5) years preceding the date of this Agreement;

(ii) true and complete copies of all pending applications for policies of insurance; and

(iii) any statement by the auditor, if any, of the Company's financial statements with regard to the adequacy of such entity's coverage or of the reserves for claims.

(b) Part 3.18(b) of the Disclosure Letter describes:

(i) any self-insurance arrangement by or affecting the Company, including any reserves established thereunder;

(ii) any contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by the Company; and

(iii) all obligations of the Company to third parties with respect to insurance (including such obligations under leases and service agreements) and identifies the policy under which such coverage is provided.

(c) Part 3.18(c) of the Disclosure Letter sets forth, by year, for the current policy year and each of the five (5) preceding policy years:

- (i) a summary of the loss experience under each policy;
- (ii) a statement describing each claim under an insurance policy for an amount in excess of \$2,500, which sets forth:
 - (A) the name of the claimant;
 - (B) a description of the policy by insurer, type of insurance, and period of coverage; and
 - (C) the amount and a brief description of the claim; and
- (iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Except as set forth on Part 3.18(d) of the Disclosure Letter:

- (i) all policies to which the Company is a party or that provide coverage to either Seller, the Company, or an officer of the Company:
 - (A) are valid, outstanding, and enforceable;
 - (B) are issued by an insurer that is financially sound and reputable;
 - (C) taken together, provide adequate insurance coverage for the assets and the operations of the Company for all risks normally insured against by a Person carrying on the same business or businesses as the Company for all risks to which the Company is normally exposed;
 - (D) are sufficient for compliance with all Legal Requirements and Contracts to which the Company is a party or by which any of them is bound;
 - (E) will continue in full force and effect following the consummation of the Contemplated Transactions; and
 - (F) do not provide for any retrospective premium adjustment or other experienced-based liability on the part of the Company.
- (ii) Neither the Company nor any Seller has received (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights, or (B) any notice of cancellation or any other indication that any insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder.

(iii) The Company has paid all premiums due, and have otherwise performed all of their respective obligations, under each policy to which the Company is a party or that provides coverage to the Company or director thereof.

(iv) The Company has given notice to the insurer of all claims that may be insured thereby.

3.19 Environmental Matters. Except as set forth in part 3.19 of the disclosure letter:

(a) The Company is, and at all times has been, in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law. Neither the Company nor any Seller has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held to be responsible received, any actual or Threatened order, notice, or other communication from (i) any Governmental Body or private citizen acting in the public interest, or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which Sellers or the Company has had an interest, or with respect to any property or Facility at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used, or processed by Sellers, the Company, or any other Person for whose conduct they are or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(b) There are no pending or, to the Knowledge of Sellers and the Company, Threatened claims, Encumbrances, or other restrictions of any nature, resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law, with respect to or affecting any of the Facilities or any other properties and assets (whether real, personal, or mixed) in which Sellers or the Company has or had an interest.

(c) Neither the Company nor any Seller has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held responsible, received, any citation, directive, inquiry, notice, Order, summons, warning, or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which Sellers or the Company had an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used, or processed by Sellers, the Company, or any other Person for whose conduct they are or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(d) Neither the Company nor any Seller, or any other Person for whose conduct they are or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to the Facilities or, with respect to any other properties and assets (whether real, personal, or mixed) in which Sellers or the Company (or any predecessor), has or had an interest, or at any

property geologically or hydrologically adjoining the Facilities or any such other property or assets.

(e) There are no Hazardous Materials present on or in the Environment at the Facilities or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Facilities or such adjoining property, or incorporated into any structure therein or thereon. No Seller, the Company, any other Person for whose conduct they are or may be held responsible, or any other Person, has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Facilities or any other properties or assets (whether real, personal, or mixed) in which Sellers or the Company has or had an interest, except in full compliance with all applicable Environmental Laws.

(f) There has been no Release or, to the Knowledge of Sellers and the Company, Threat of Release, of any Hazardous Materials at or from the Facilities or at any other locations where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the Facilities, or from or by any other properties and assets (whether real, personal, or mixed) in which Sellers or the Company has or had an interest, or any geologically or hydrologically adjoining property, whether by Sellers, the Company, or any other Person.

(g) Sellers have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Sellers or the Company pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities, or concerning compliance by Sellers, the Company, or any other Person for whose conduct they are or may be held responsible, with Environmental Laws.

3.20 Employees

(a) Part 3.20 of the Disclosure Letter contains a complete and accurate list of the following information for each employee of the Company, including each employee on leave of absence or layoff status: job title; current compensation paid or payable and any change in compensation since December 31, 1995; and, accrued vacation, severance pay, insurance benefits, medical benefits, and welfare benefits, or vacation plan benefits.

(b) Except as set forth in Part 3.20 of the Disclosure Letter, to the knowledge of Sellers and the Company, no employee of the Company to the knowledge of Sellers and the Company, is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement, between such employee and any other Person that in any way adversely affects or will affect (i) the performance of his duties as an employee of the Company, or (ii) the ability of the Company to conduct its business, including any Proprietary Rights Agreement with Sellers or the Company by any such employee. To Sellers' Knowledge, no director, officer, or other key employee of the Company intends to terminate his employment with the Company.

(c) Part 3.20 of the Disclosure Letter also contains a complete and accurate list of the following information for each retired employee of the Company, or their dependents, receiving benefits or scheduled to receive benefits in the future: name; retiree life insurance coverage, and other benefits.

3.21 Labor Relations; Compliance. The Company is not and has never been a party to any collective bargaining or other labor Contract.

3.22 Intellectual Property.

(a) Agreements. Part 3.22(a) of the Disclosure Letter contains a complete and accurate list and summary description, including any royalties paid or received by the Company, of all Contracts relating to the Intellectual Property Assets to which the Company is a party or by which the Company is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$500 under which the Company is the licensee or licensor. There are no outstanding and, to Sellers' Knowledge, no Threatened disputes or disagreements with respect to any such agreement.

(b) Know-How Necessary for the Business. the Intellectual Property Assets are all those necessary for the operation of the Company's businesses as it is currently conducted. The Company is the owner of all right, title, and interest in and to each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and has the right to use without payment to a third party all of the Intellectual Property Assets. Except as set forth in Part 3.22(b) of the Disclosure Letter, all former and current employees of the Company have executed written Contracts with the Company that assign to the Company all rights to any inventions, improvements, discoveries, or information relating to the business of the Company. To the Knowledge of Sellers and the Company, no partner, officer, or employee of the Company has entered into any Contract that restricts or limits in any way the scope or type of work in which the partner, officer, or employee may be engaged or requires the partner, officer, or employee to transfer, assign, or disclose information concerning his or her work to anyone other than the Company.

(c) Patents. Part 3.22(c) of the Disclosure Letter contains a complete and accurate list and summary description of all Patents. The Company or Seller, as the case may be, is the owner of all right, title, and interest in and to each of the Patents, free and clear of all liens, security interests, charges, encumbrances, entities, and other adverse claims. All of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date. Except as set forth in Part 3.22(c) of the Disclosure Letter, no Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. To Sellers' Knowledge, there is no potentially interfering patent or patent application of any third party. No Patent is infringed or, to Sellers' Knowledge, has been challenged or threatened in any way. To the knowledge of Sellers and the Company, none of the products manufactured and sold, nor any process or know-how used, by the Company infringes or is alleged to infringe any patent or other proprietary right of any other Person. All

products made, used, or sold under the Patents have been marked with the proper patent notice. The Company or Sellers, as the case may be, will transfer all Patents to Envoy on the Closing Date.

(d) Trademarks. Part 3.22(d) of Disclosure Letter contains a complete and accurate list and summary description of all Marks. The Company is the owner of all right, title, and interest in and to each of the Marks, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims. All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date. No Mark has been or is now involved in any opposition, invalidation, or cancellation and, to Sellers' Knowledge, no such action is Threatened with the respect to any of the Marks. To Sellers' Knowledge, there is no potentially interfering trademark or trademark application of any third party. No Mark is infringed or, to Sellers' Knowledge, has been challenged or threatened in any way. None of the Marks used by the Company infringes or is alleged to infringe any trade name, trademark, or service mark of any third party. All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

(e) Copyrights. Part 3.22(e) of the Disclosure Letter contains a complete and accurate list and summary description of all Copyrights. The Company is the owner of all right, title, and interest in and to each of the Copyrights, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims. Except as set forth in Part 3.22(e) of Disclosure Letter all the Copyrights have been registered and are currently in compliance with formal legal requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the date of Closing. No Copyright is infringed or, to Sellers' Knowledge, has been challenged or threatened in any way. None of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party. Except as set forth in Part 3.22(e) of Disclosure Letter, all works encompassed by the Copyrights have been marked with the proper copyright notice.

(f) Trade Secrets. With respect to each Trade Secret, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual. Sellers and the Company have taken all reasonable precautions to protect the secrecy, confidentiality, and value of their Trade Secrets. The Company has good title and an absolute (but not necessarily exclusive) right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature, and, to Sellers' Knowledge, have not been used, divulged, or appropriated either for the benefit of any Person (other than the Company) or to the detriment of the Company. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

3.23 Certain Payments. Neither the Company any Seller nor any other Person associated with or acting for or on behalf of the Company, has directly or indirectly (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any

Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company, or (iv) in violation of any Legal Requirement, (b) established or maintained any fund or asset that has not been recorded in the books and records of the Company.

3.24 Disclosure.

(a) No representation or warranty of Sellers in this Agreement and no statement in the Disclosure Letter omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 5.5 will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

3.25 Relationships with Related Persons. Except as set forth in Part 3.25 of the Disclosure Letter, no Seller owns an equity interest or any other financial or profit interest in, a Person that has (i) had business dealings or a material financial interest in any transaction with the Company or Envoy, or (ii) engaged in competition with the Company with respect to any line of the products or services of the Company or Envoy in any market presently served by such the Company or Envoy. Except as set forth in Part 3.25 of the Disclosure Letter, no Seller is a party to any Contract with, or has any claim or right against, the Company or Envoy.

3.26 Brokers or Finders. Sellers and their agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

4.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee.

4.2 Authority; No Conflict. (a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the Escrow Agreement and the Noncompetition Agreement (collectively, the "Buyer's Closing Documents"), the Buyer's Closing Documents will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to:

- (i) any provision of Buyer's Organizational Documents;
- (ii) any resolution adopted by the board of directors or the shareholders of Buyer;
- (iii) any Legal Requirement or Order to which Buyer may be subject; or
- (iv) any Contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.3 Investment Intent. Buyer is acquiring the Partnership Interests for its own account and not with a view to their distribution within the meaning of Section 2(11) of the Securities Act.

4.4 Certain Proceedings. There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.5 Brokers or Finders. Buyer and its officers and agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and will indemnify and hold Sellers harmless from any such payment alleged to be due by or through Buyer as a result of the action of Buyer or its officers or agents.

4.6 Accounts Receivable. Buyer will account for *each* Account Receivable acquired pursuant to this Agreement separately and on a first-in first-out ("FIFO") basis.

ARTICLE V COVENANTS OF SELLERS PRIOR TO CLOSING DATE

5.1 Access and Investigation. Between the date of this Agreement and the Closing Date, Sellers will, and will cause the Company and its Representatives to, (a) afford Buyer and its Representatives and prospective lenders and their Representatives (collectively, "Buyer's Advisors") reasonable access to the Company's personnel, properties (including subsurface testing), contracts, books and records, and other documents and data, (b) furnish Buyer and Buyer's advisors with copies of all such contracts, books and records, and other existing documents and data as Buyer may reasonably request, and (c) furnish Buyer and Buyer's Advisors with such additional financial, operating, and other data and information as Buyer may reasonably request.

5.2 Operation of the Business of the Company. Except as set forth in Part 5.2 of the Disclosure Letter between the date of this Agreement and the Closing Date, Sellers will, and will cause the Company to:

- (a) conduct the business of such Company only in the Ordinary Course of Business;
- (b) use their best efforts to preserve intact the current business organization of the Company, keep available the services of the current officers, employees, and agents of the Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with the Company;
- (c) confer with Buyer concerning operational matters of a material nature; and
- (d) otherwise report periodically to Buyer concerning the status of the business, operations, and finances of the Company.

5.3 Negative Covenant. Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing Date, Sellers will not, and will cause the Company not to, without the prior consent of Buyer, take any affirmative action, or fail to take any reasonable action within their or its control, as a result of which any of the changes or events listed in Section 3.16 is likely to occur.

5.4 Required Approvals. As promptly as practicable after the date of this Agreement, Sellers will, and will cause the Company to, make all filings required by Legal Requirements to be made by them in order to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing Date, Sellers will, and will cause the Company to, (a) cooperate with Buyer with respect to all filings that Buyer elects to make or is required by Legal Requirements to make in connection with the Contemplated Transactions, and (b) cooperate with Buyer in obtaining any required consents.

5.5 Notification. Between the date of this Agreement and the Closing Date, each Seller will promptly notify Buyer in writing if such Seller or the Company becomes aware of any fact or condition that causes or constitutes a Breach of any of Sellers' representations and warranties as of the date of this Agreement, or if such Seller or the Company becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Disclosure Letter if the Disclosure Letter were dated the date of the occurrence or discovery of any such fact or condition, Sellers will promptly deliver to Buyer a supplement to the Disclosure Letter specifying such change. During the same period, each Seller will promptly notify Buyer of the occurrence of any Breach of any covenant of Sellers in this Article V or of the occurrence of any event that may make the satisfaction of the conditions in Article VII impossible or unlikely.

5.6 Payment of Indebtedness by Related Persons. Except as expressly provided in this Agreement, Sellers will cause all indebtedness owed to the Company by any Seller or any party related to any Seller to be paid in full prior to Closing.

5.7 No Negotiation. Until such time, if any, as this Agreement is terminated pursuant to Section 9.1, Sellers will not, and will cause the Company and each of their Representatives not to, directly or indirectly solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any Person (other than Buyer) relating to any transaction involving the sale of the business or assets (other than in the Ordinary Course of Business) of the Company, or any Partnership Interests of the Company, or any merger, consolidation, business combination, or similar transaction involving the Company.

5.8 Best Efforts. Between the date of this Agreement and the Closing Date, Sellers will use their Best Efforts to cause the conditions in Article VII to be satisfied.

ARTICLE VI COVENANTS OF BUYER PRIOR TO CLOSING DATE

6.1 Approvals of Governmental Bodies. As promptly as practicable after the date of this Agreement, Buyer will, make all filings required by Legal Requirements to be made by them to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing Date, Buyer will, cooperate with Sellers with respect to all filings that Sellers are required by Legal Requirements to make in connection with the Contemplated Transactions, and (ii) cooperate with Sellers in obtaining all consents identified in Part 3.2 of the Disclosure Letter; provided that this Agreement will not require Buyer to dispose of or make any change in any portion of its business or to incur any other burden to obtain a Governmental Authorization.

6.2 Best Efforts. Except as set forth in the proviso to Section 6.1, between the date of this Agreement and the Closing Date, Buyer will use its Best Efforts to cause the conditions in Article VIII to be satisfied.

ARTICLE VII CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Partnership Interests and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1 Accuracy of Representations.

(a) All of Sellers' representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date, without giving effect to any supplement to the Disclosure Letter.

(b) Each of Sellers' representations and warranties in this Agreement must have been accurate in all respects as of the date of this Agreement, and must be accurate in all respects as of the Closing Date as if made on the Closing Date, without giving effect to any supplement to the Disclosure Letter.

7.2 Sellers' Performance.

(a) All of the covenants and obligations that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to this Agreement must have been delivered, and each of the other covenants and obligations set forth in this Agreement must have been performed and complied with in all respects.

7.3 Consents. Each of the Consents identified in Part 3.2 the Disclosure Letter, and each Consent identified in Schedule 4.2, must have been obtained and must be in full force and effect.

7.4 Additional Documents. Each of the following documents must have been delivered to Buyer:

(a) an opinion of Jones, Day, Reavis & Pogue, dated the Closing Date, in the form of Exhibit 7.4(a);

(b) such other documents as Buyer may reasonably request for the purpose of (i) enabling its counsel to provide the opinion referred to in Section 8.4(a), (ii) evidencing the accuracy of any of Sellers' representations and warranties, (iii) evidencing the performance by any Seller of, or the compliance by either Seller with, any covenant or obligation required to be performed or complied with by such Seller, (iv) evidencing the satisfaction of any condition referred to in this Article VII, or (v) otherwise facilitating the consummation or performance of any of the Contemplated Transactions.

7.5 No Proceedings. Since the date of this Agreement, there must not have been commenced or Threatened against Buyer, or against any Person affiliated with Buyer, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

7.6 No Claim Regarding Partnership Interest Ownership or Sale Proceeds. There must not have been made or Threatened by any Person any claim asserting that such Person (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any Partnership Interest of, or any other voting, equity, or ownership interest in, any of the Company, or (b) is entitled to all or any portion of the Purchase Price payable for the Partnership Interests.

7.7 No Prohibition. Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Buyer or any Person affiliated with Buyer to suffer any material adverse consequence under, (a) any applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that has been published, introduced, or otherwise formally proposed by or before any Governmental Body.

7.8 Working Capital. The Working Capital of the Company as of the Closing Date shall not be less than the Working Capital of the Company reflected on the Interim Balance Sheet.

ARTICLE VIII CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE

Sellers' obligation to sell the Partnership Interest and to take other actions required to be taken by Sellers at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Sellers, in whole or in part):

8.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

8.2 Buyer's Performance.

(a) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects.

(b) Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 2.4 and must have made the cash payments required to be made by Buyer pursuant to Sections 2.4(b)(i) and 2.4(b)(ii).

8.3 Consents. Each of the Consents identified in part 3.2 the Disclosure Letter must have been obtained and must be in full force and effect.

8.4 Additional Documents. Buyer must have caused the following documents to be delivered to Sellers:

(a) an opinion of Bass, Berry & Sims PLC, dated the Closing Date, in the form of Exhibit 8.4(a); and

(b) such other documents as Sellers may reasonably request for the purpose of (i) enabling their counsel to provide the opinion referred to in Section 7.4(a), (ii) evidencing the accuracy of any representation or warranty of Buyer, (iii) evidencing the performance by Buyer of, or the compliance by Buyer with, any covenant or obligation required to be performed or complied with by Buyer, (iv) evidencing the satisfaction of any condition referred to in this Article VIII, or (v) otherwise facilitating the consummation of any of the Contemplated Transactions.

8.5 No Injunction. There must not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the sale of the Partnership Interests by Sellers to Buyer, and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

ARTICLE IX TERMINATION

9.1 Termination Events. This Agreement may, by notice given prior to or at the Closing, be terminated:

(a) by either Buyer or Sherril as representative of Sellers (the "Sellers' Representative") if a material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been waived;

(b) (i) by Buyer if any of the conditions in Article VII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition on or before the Closing Date; or (ii) by Sellers' Representative, if any of the conditions in Article VIII has not been satisfied of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Sellers to comply with their obligations under this Agreement) and Sellers' Representative has not waived such condition on or before the Closing Date;

(c) by mutual consent of Buyer and Sellers' Representative; or

(d) by either Buyer or Sellers' Representative if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before September 20, 1996, or such later date as the parties may agree upon.

9.2 Effect of Termination. Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 11.1 and 11.3 will survive; provided, however, that if this Agreement is terminated by a party because of the Breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE X INDEMNIFICATION; REMEDIES

10.1 Survival; Right to Indemnification Not Affected by Knowledge. All representations, warranties, covenants, and obligations in this Agreement, the Disclosure Letter, the supplements to the Disclosure Letter, the certificate delivered pursuant to this Agreement, and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

10.2 Indemnification and Payment of Damages by Sellers. Sellers shall indemnify and hold harmless Buyer, the Company, and their respective Representatives, partners, members, shareholders, controlling persons, and affiliates (collectively, the "Indemnified Persons") for, and will pay to the Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by Sellers in this Agreement (without giving effect to any supplement to the Disclosure Letter), the Disclosure Letter, the supplements to the Disclosure Letter, or any other certificate or document delivered by Sellers pursuant to this Agreement;

(b) any Breach of any representation or warranty made by Sellers in this Agreement as if such representation or warranty were made on and as of the Closing Date without giving effect to any supplement to the Disclosure Letter, other than any such Breach that is disclosed in a supplement to the Disclosure Letter and is expressly identified in the certificate delivered

pursuant to this Agreement as having caused the condition specified in Section 7.1 not to be satisfied;

- (c) any Breach by any Seller of any covenant or obligation of Sellers in this Agreement;
- (d) any product shipped or manufactured by the Company in accordance with its normal business practices, or any services provided by the Company in accordance with its normal business practices, prior to the Closing Date; provided, however, any concessions or rebates granted by Buyer with respect to such products or services shall be consistent with the past practices of the Company (to the extent such past practices are commercially reasonable); or
- (e) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with the Company or any Seller (or any Person acting on their behalf) in connection with any of the Contemplated Transactions.

The remedies provided in this Section 10.2 will not be exclusive of or limit any other remedies that may be available to Buyer or the other Indemnified Persons.

10.3 Indemnification and Payment of Damages by Sellers--Environmental Matters. In addition to the provisions of Section 10.2, Sellers shall indemnify and hold harmless Buyer, the Company, and the other Indemnified Persons for, and will pay to Buyer, the Company, and the other Indemnified Persons the amount of, any Damages (including costs of cleanup, containment, or other remediation) arising, directly or indirectly, from or in connection with:

- (a) any Environmental, Health, and Safety Liabilities arising out of or relating to: (i) (A) the ownership, operation, or condition at any time on or prior to the Closing Date of the Facilities or any other properties and assets (whether real, personal, or mixed and whether tangible or intangible) in which Sellers or the Company has or had an interest, or (B) any Hazardous Materials or other contaminants that were present on the Facilities or such other properties and assets at any time on or prior to the Closing Date; or (ii) (A) any Hazardous Materials or other contaminants, wherever located, that were, or were allegedly, generated, transported, stored, treated, Released, or otherwise handled by Sellers or the Company or by any other Person for whose conduct they are or may be held responsible at any time on or prior to the Closing Date, or (B) any Hazardous Activities that were, or were allegedly, conducted by Sellers or the Company or by any other Person for whose conduct they are or may be held responsible; or
- (b) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any Person, including any employee or former employee of Sellers or the Company or any other Person for whose conduct they are or may be held responsible, in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Facilities or the operation of the Company prior to the Closing Date, or from Hazardous Material that was (i) present or suspected to be present on or before the Closing Date on or at the Facilities (or present or suspected to be present on any other property, if such Hazardous Material emanated or

allegedly emanated from any of the Facilities and was present or suspected to be present on any of the Facilities on or prior to the Closing Date) or (ii) Released or allegedly Released by Sellers or the Company or any other Person for whose conduct they are or may be held responsible, at any time on or prior to the Closing Date.

Buyer will be entitled to control any Cleanup, any related Proceeding, and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 10.3. The procedure described in Section 10.9 will apply to any claim solely for monetary damages relating to a matter covered by this Section 10.3.

10.4 Indemnification and Payment of Damages by Buyer. Buyer will indemnify and hold harmless Sellers, and will pay to Sellers the amount of any Damages arising, directly or indirectly, from or in connection with (a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement, (b) any Breach by Buyer of any covenant or obligation of Buyer in this Agreement, or (c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on its behalf) in connection with any of the Contemplated Transactions.

10.5 Time Limitations. If the Closing occurs, Sellers will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, following the second anniversary of the date of this Agreement, except for (i) claims made prior to such second anniversary date, (ii) the representations and warranties set forth in Sections 3.11, 3.19 and 10.3, which shall survive until the expiration of the applicable statute of limitations, and (iii) the representations and warranties set forth in 3.3 and 3.6 which shall survive indefinitely. If the Closing occurs, Buyer will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with prior to the Closing Date, following the second anniversary of the date of this Agreement, except for claims made prior to such second anniversary date.

10.6 Limitations on Amount--Sellers. Sellers will have no liability (for indemnification or otherwise) with respect to the matters described in this Article X until the total of all Damages with respect to such matters exceeds \$25,000 (the "Threshold Amount"). If Damages exceed the Threshold Amount, Sellers shall be liable for all Damages, including the Threshold Amount. The maximum liability of *each* Seller for Damages under this Article X shall be limited as follows:

Sherrill	\$1,500,000
AP	297,000
NVSI	15,000

Notwithstanding the preceding sentence, the maximum aggregate liability of Sellers (as a group) for damages under this Article X shall not exceed \$1,500,000; provided, however, limitations of this Section 10.6 (including the Threshold Amount) shall not apply to (i) the representations and warranties of Sellers set forth in Section 3.8 and Section 3.4 with respect

to Working Capital, and (ii) any Breach of any of Sellers' representations and warranties of which any Seller had actual knowledge at any time prior to the date on which such representation and warranty is made or any intentional Breach by any Seller of any covenant or obligation (including, but not limited to, any intentional breach of any of Sellers' Closing Documents that results in a Breach of the representatives and warranties of Section 3.2(a)), and Sellers will be severally liable only with respect to Damages relating to such Breaches and with respect to any Breach of Section 3.3 hereof. Any recovery for Damages by Buyer under this Article X from either AP or NVSI shall reduce the maximum liability of Sherrill on a dollar-for-dollar basis.

10.7 Limitations on Amount--Buyer. Buyer will have no liability (for indemnification or otherwise) with respect to the matters described in Section 10.4 until the total of all Damages with respect to such matters exceeds the Threshold Amount. Buyer's maximum aggregate liability for Damages under this Article X shall not exceed \$1,500,000. The limitation of this Section 10.7 will not apply to any Breach of any of Buyer's representations and warranties of which Buyer had Knowledge at any time prior to the date on which such representation and warranty is made or any intentional Breach by Buyer of any covenant or obligation, and Buyer will be liable for all Damages with respect to such Breaches.

10.8 Escrow. Upon notice to Sellers specifying in reasonable detail the basis for a Claim, Buyer may give notice of a Claim in such amount under the Escrow Agreement. The failure to give a notice of a Claim under the Escrow Agreement shall not constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it. Buyer shall first seek to satisfy any such Claim under the Escrow Agreement before resorting to any other remedy set forth in this Agreement, which shall not be limited by this Section 10.8

10.9 Procedure for Indemnification--Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.2, 10.3 or 10.4 of notice of the commencement of any Proceeding against it, such indemnified party will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnifying party's failure to give such notice.

(b) If any Proceeding referred to in Section 10.9(a) is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves Taxes, be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the

indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article X for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification, (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party, and (iii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten (10) days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the indemnified party.

(c) Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Sellers hereby consent to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any Indemnified Person for purposes of any claim that an Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein, and agree that process may be served on Sellers with respect to such a claim anywhere in the world.

10.10 Procedure for Indemnification--other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

ARTICLE XI GENERAL PROVISIONS

11.1 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of

termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party.

11.2 Public Announcements. Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Buyer determines. Unless consented to by Buyer in advance or required by Legal Requirements, prior to the Closing Sellers shall, and shall cause the Company to, keep this Agreement strictly confidential and may not make any disclosure of this Agreement to any Person. Sellers and Buyer will consult with each other concerning the means by which the Company's employees, customers, and suppliers and others having dealings with the Company will be informed of the Contemplated Transactions, and Buyer will have the right to be present for any such communication.

11.3 Confidentiality. Between the date of this Agreement and the Closing Date, Buyer and Sellers will maintain in confidence, and will cause the partners, directors, officers, employees, agents, and advisors of Buyer and the Company to maintain in confidence, and not use to the detriment of Buyer or the Company any written, oral, or other information obtained in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings. If the Contemplated Transactions are not consummated, each party will return or destroy as much of such written information as the other party may reasonably request. Whether or not the Closing takes place, Sellers waive, and will upon Buyer's request cause the Company to waive, any cause of action, right, or claim arising out of the access of Buyer or its representatives to any trade secrets or other confidential information of the Company, except for the intentional competitive misuse by Buyer of such trade secrets or confidential information.

11.4 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Sellers: Stephen B. Sherrill
Two Ravinia Drive, Suite 1750
Atlanta, GA 30346
Facsimile No: (770) 419-2679

Buyer: Envoy Corporation
15 Century Blvd., Ste. 600
Nashville, TN 37214
Facsimile No: (615) 889-0068

with a copy to:

Jones, Day, Reavis & Pogue
3500 One Peachtree Center
303 Peachtree Street
Atlanta, GA 30308
Attn: John E. Zamer, Esq.
Facsimile No: (404) 581-8330

with a copy to:

Bass, Berry & Sims PLC
First American Center
Nashville, TN 37238
Attn: Mark S. Croft, Esq.
Facsimile No: (615) 742-6298

11.5 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Tennessee, County of Tennessee, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Tennessee, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.6 Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11.7 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.8 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter (including the Letter of Intent between Buyer and Sellers and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

11.9 Disclosure Letter.

(a) The disclosures in the Disclosure Letter, and those in any supplement or amendment thereto, must relate only to the representations and warranties in the Section of the Agreement to which they expressly relate and not to any other representation or warranty in this Agreement.

(b) In the event of any inconsistency between the statements in the body of this Agreement and those in the Disclosure Letter (other than an exception expressly set forth as such in the Disclosure Letter with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control.

11.10 Assignments, Successors, and No Third-Party Rights. Neither party may assign any of its rights under this Agreement without the prior consent of the other parties, which will not be unreasonably withheld, except that Buyer may assign any of its rights under this Agreement to any subsidiary of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

11.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.12 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Article," "Articles," "Section" or "Sections" refer to the corresponding Article, Articles, Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

11.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.14 Governing Law. This Agreement will be governed by the laws of the State of Tennessee without regard to conflicts of laws principles.

11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11.16 Post Closing Covenants. The parties hereto agree and acknowledge that the Company will terminate on the Closing Date; consequently, Sellers shall timely prepare and file all Tax

Returns required to be filed in respect of the Partnership, and shall provide Buyer with copies of all such Tax Returns.

Remainder of page intentionally blank.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

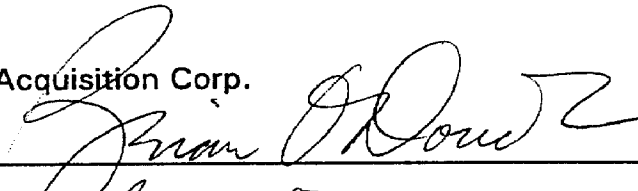
ENVOY Corporation

By: 

Name: BRIAN O'DONOGHUE

Title: VICE PRESIDENT

NVS Acquisition Corp.

By: 

Name: BRIAN O'DONOGHUE

Title: VICE PRESIDENT

National Verification Systems, L.P.

By: NVS, Inc., its general partner

By: _____

Name: _____

Title: _____

NVS, Inc.

By: _____

Name: _____

Title: _____

Accounts Portfolios Trust Three

By: _____

Name: _____

Title: _____

Stephen B. Sherrill

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

ENVOY Corporation

By: _____

Name: _____

Title: _____

NVS Acquisition Corp.

By: _____

Name: _____

Title: _____

National Verification Systems, L.P.

By: NVS, Inc., its general partner

By: Stephen B. Sherrill

Name: Stephen B. Sherrill

Title: President

NVS, Inc.

By: Stephen B. Sherrill

Name: Stephen B. Sherrill

Title: President

Accounts Portfolios Trust Three

By: Lisa H. Sherrill

Name: Lisa H. Sherrill

Title: _____

Stephen B. Sherrill
Stephen B. Sherrill

DISCLOSURE LETTER
TO
PARTNERSHIP INTEREST PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 13, 1996
BETWEEN
ENVOY CORPORATION, NVS ACQUISITION CORP.,
NATIONAL VERIFICATION SYSTEMS, L.P., NVS, INC.,
STEPHEN B. SHERRILL,
AND
ACCOUNT PORTFOLIOS TRUST THREE

SECTION 3.1

ORGANIZATION AND GOOD STANDING

The Company is a Georgia limited partnership. The Company is not authorized to do business in any other state although it generates revenue in Florida, Alabama, Tennessee and Ohio. The Company's capitalization is described in Section 3.3 of the Purchase Agreement.

SECTION 3.2

NO VIOLATION: CONSENTS AND APPROVALS

In the event the Contemplated Transactions result in the dissolution of the Company, consent may be required to assign the Applicable Contracts to Buyer or an affiliate.

SECTION 3.6

TITLE TO PROPERTIES; ENCUMBRANCES

See Exhibit 3.6 attached hereto and by this reference incorporated herein.

See disclosures under Section 3.17 hereof.

SECTION 3.8

ACCOUNTS RECEIVABLE

See Exhibit 3.8 attached hereto and by this reference incorporated herein.

SECTION 3.10

UNDISCLOSED LIABILITIES

See disclosures in Sections 3.1, 3.11 (except Exhibit 3.11) and 3.12 hereof.

SECTION 3.11

TAXES

See Exhibit 3.11 attached hereto and by this reference incorporated herein.

The Company generated one month's worth of revenue (\$695) during December 1995 from the State of Florida. There could potentially be a Florida state tax liability for 1995 that the Company has not paid. The Company has not paid any state tax (other than Georgia) in 1996 for revenue generated from Florida, Alabama, Tennessee or Ohio.

SECTION 3.12

NO MATERIAL ADVERSE CHANGE

CRT Agreement between Blue Cross and Blue Shield of Georgia, Inc. and NVS, L.P., dated 12/23/93; terminated by BCBS on 6/28/96.

Mike Miller has terminated his employment with the Company.

In the event the Contemplated Transactions result in the dissolution of the Company, consent may be required to assign the Applicable Contracts to Buyer or an affiliate. No representation or warranty is made as to whether any party to a License and Verification Services Agreement or to a payor or payor data base agreement will elect to continue such Agreement after Closing.

SECTION 3.14

COMPLIANCE WITH LEGAL REQUIREMENTS:
GOVERNMENTAL AUTHORIZATIONS

The Company is not registered to do business in any state other than the State of Georgia.
City of Marietta business license.

SECTION 3.15

LEGAL PROCEEDINGS; ORDERS

None.

SECTION 3.16

ABSENCE OF CERTAIN CHANGES AND EVENTS

See disclosures under Section 3.12 hereof.

SECTION 3.17

CONTRACTS; NO DEFAULTS

(a) Contracts:

- Shareholders' Agreement between Stephen B. Sherrill and Edward C. Rieker and NVS, Inc., dated 10/27/93
- Software Development and License Agreement between NVS, L.P. and Softlinc, Inc., dated 10/27/93, amended 11/1/94
- NVS, L.P. License and Verification Service Agreement between NVS, L.P. and Phoebe Putney Memorial Hospital, dated 2/9/96
- CRT Telecom Agreement between Blue Cross and Blue Shield of Georgia, Inc. and NVS, L.P., dated 12/23/93
- Distribution License and Transaction Processing Agreement between NVS, L.P. and Time-Share Computer Systems, Inc., dated 11/1/95
- Preferred Vendor Rider between NVS, L.P. and National Electronic Information Corporation, dated 3/30/95
- Vendor Participation Agreement for Network Services between NVS, L.P. and National Electronic Information Corporation, dated 11/23/93
- Agreement between Blue Cross and Blue Shield of Tennessee and NVS, L.P., dated 6/5/95 (Provider Electronic Billing and Inquiry System)
- Service Agreement between National Data Corporation and NVS, L.P., dated 3/21/96
- NVS, L.P. Limited Partnership Agreement, dated 10/27/93

- License and Verification Services Agreement between NVS, L.P. and Central Florida Regional Hospital d/b/a Columbia Medical Center - Sanford, dated 8/30/96
- License and Verification Services Agreement between NVS, L.P. and St. Joseph's Hospital of Marshall County, dated 8/27/96 (two agreements for two St. Joseph locations)
- License and Verification Services Agreement between NVS, L.P. and Nashville Memorial Hospital, dated 1/31/96
- License and Verification Services Agreement between NVS, L.P. and Augusta Regional Medical Center, dated 5/31/95
- License and Verification Services Agreement between NVS, L.P. and Barrow Medical Center, dated 7/19/95
- License and Verification Services Agreement between NVS, L.P. and Bulloch Memorial Hospital, dated 2/28/96
- License and Verification Services Agreement between NVS, L.P. and Candler County Hospital, dated 12/10/95
- License and Verification Services Agreement between NVS, L.P. and Candler Health System, dated 3/9/96
- License and Verification Services Agreement between NVS, L.P. and Cartersville Medical Center, dated 8/30/95
- License and Verification Services Agreement between NVS, L.P. and Charlotte Regional Medical, dated 11/20/95
- License and Verification Services Agreement between NVS, L.P. and Doctors Hospital, dated 11/3/95
- License and Verification Services Agreement between NVS, L.P. and East Alabama Medical Center, dated 5/6/96
- License and Verification Services Agreement between NVS, L.P. and Eastside Medical Center, dated 8/31/95
- License and Verification Services Agreement between NVS, L.P. and Egleston Children's Hospital at Emory University and Its Affiliates, dated 7/10/95
- Letter Agreement between NVS, L.P. and Emory Clinics Information Systems, dated 3/15/96

- License and Verification Services Agreement between NVS, L.P. and Georgia Baptist Healthcare Systems, dated 5/20/96
- License and Verification Services Agreement between NVS, L.P. and Habersham County Medical Center, dated 3/14/95
- License and Verification Services Agreement between NVS, L.P. and H. Lee Moffitt Cancer and Research Institute, dated 2/8/96
- License and Verification Services Agreement between NVS, L.P. and Lake Shore Hospital, dated 6/11/96
- License and Verification Services Agreement between NVS, L.P. and Lanier Park Regional Hospital, dated 7/31/95
- License and Verification Services Agreement between NVS, L.P. and Liberty Regional Medical Center, dated 8/16/96
- License and Verification Services Agreement between NVS, L.P. and Medical Center East, dated 6/27/96
- License and Verification Services Agreement between NVS, L.P. and Medical Center of Central Georgia, dated 7/31/96
- License and Verification Services Agreement between NVS, L.P. and The Medical College of Georgia, dated 11/15/94
- License and Verification Services Agreement between NVS, L.P. and Memorial Hospital of Washington County, dated 10/20/95
- License and Verification Services Agreement between NVS, L.P. and Meridia South Pointe Hospital, dated 8/12/96
- License and Verification Services Agreement between NVS, L.P. and Munroe Regional Medical Center, dated 1/16/96
- License and Verification Services Agreement between NVS, L.P. and Northlake Regional Medical Center, dated 3/14/95
- License and Verification Services Agreement between NVS, L.P. and Osceola Regional Medical Center, dated 2/5/96

- License and Verification Services Agreement between NVS, L.P. and Palmyra Medical Center, dated 7/5/95
- License and Verification Services Agreement between NVS, L.P. and Promina Gwinnett Health System, dated 7/1/96
- License and Verification Services Agreement between NVS, L.P. and Redmond Regional Medical Center, dated 4/12/95
- License and Verification Services Agreement between NVS, L.P. and Southeast Georgia Regional Medical Center, dated 1/20/96
- License and Verification Services Agreement between NVS, L.P. and Southern Regional Medical Center, dated 11/16/95
- License and Verification Services Agreement between NVS, L.P. and St. Clair Regional Hospital, dated 7/1/96
- License and Verification Services Agreement between NVS, L.P. and St. Joseph's Hospital, dated 4/26/96
- License and Verification Services Agreement between NVS, L.P. and Stringfellow Memorial Hospital, dated 4/10/96
- License and Verification Services Agreement between NVS, L.P. and Upson Regional Medical Center, dated 10/20/95
- License and Verification Services Agreement between NVS, L.P. and Veteran's Administration Hospital, dated 5/30/96
- License and Verification Services Agreement between NVS, L.P. and West Georgia Medical Center, dated 5/23/96
- License and Verification Services Agreement between NVS, L.P. and Wills Memorial Hospital, dated 7/28/95
- Consulting Services Agreement between NVS, L.P. and Rodney S. Walker, dated 5/16/96
- Teaming Agreement between NVS, L.P. and Diverse Software Solutions, Inc., dated 5/30/96
- Two (2) Distribution License and Transaction Processing Agreements between NVS, L.P. and General Computer Corporation, dated 5/18/95 and 5/26/95

- Non-Disclosure Agreement between NVS, L.P. and National Data Corporation (NDC), dated 3/14/96
- Envoy Healthcare Subscriber Agreement between NVS, L.P. and Envoy Corporation, dated 3/14/96
- Maintenance Agreement between NVS and Comfort Air Design, Inc., dated 3/12/96
- Commercial Customer Agreement between NVS and Crystal Springs, dated 3/4/94
- Agreement between NVS and Friden Neopost, dated 3/9/94
- Rental Agreement between NVS and Aaron Rents, Inc., dated 3/3/95
- Lease Agreement between NVS, L.P. and Trust Company of the West, dated 2/7/94

Copies of the above-listed Applicable Contracts have been delivered to Buyer and contain all details concerning such Applicable Contracts.

- (b) None.
- (c) CRT Telecom Agreement between Blue Cross and Blue Shield of Georgia, Inc. and NVS, L.P., dated 12/23/93; terminated by BCBS on 6/28/96
- (d) See paragraph (c) above. In the event the Contemplated Transactions result in the dissolution of the Company, consent may be required to assign the Applicable Contracts to Buyer or an affiliate. No representation or warranty is made as to whether any party to a License and Verification Services Agreement or to a payor or payor data base agreement will elect to continue such Agreement after Closing.

SECTION 3.18

INSURANCE

- (b) None.
- (c) None.
- (d) None.

SECTION 3.19

ENVIRONMENTAL MATTERS

None.

SECTION 3.20

EMPLOYEES

See Exhibit 3.20 attached hereto and by this reference incorporated herein.

Shareholders' Agreement between Stephen B. Sherrill and Edward C. Rieker and NVS, Inc., dated 10/27/93

Mike Miller has terminated his employment with the Company.

SECTION 3.22

INTELLECTUAL PROPERTY

- (a) Software Development and License Agreement between NVS, L.P. and Softlinc, Inc., dated 10/27/93.
- (b) See Exhibit 3.22 attached hereto and by this reference incorporated herein.
- (c) The Company does not own any of the Patents. See Exhibit 3.22 attached hereto for a description of the Patents. Application No. 08/248,459 is a resubmission of a patent application that was previously denied.
- (d) See Exhibit 3.22 attached hereto.
- (e) The Company has not registered any copyrights nor has it put copyright notices on all published and unpublished work.

SECTION 3.25

RELATIONSHIPS WITH RELATED PERSONS

Steve Sherrill is the son-in-law of Frank J. Hanna. Mr. Hanna holds a controlling interest in Worldwide Securities.

**National Verification Systems
Collections Report
As of September 12, 1996**

09/12/96

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Augusta Regional Medical Center							
Ms. Jatana Chapman (706) 863-3232							
Invoice	08/31/96	1274		Due on receipt	08/31/96	12	1,337.71
Total Augusta Regional Medical Center							1,337.71
Barrow Medical Center							
Mr. Patrick M. Green (404) 307-5259							
Invoice	07/31/96	1241		Due on receipt	07/31/96	43	1,250.00
Invoice	08/31/96	1275		Due on receipt	08/31/96	12	1,250.00
Total Barrow Medical Center							2,500.00
Bulloch Memorial Hospital							
Mr. Claude Watts 912-764-6671							
Invoice	07/31/96	1237		Due on receipt	07/31/96	43	3,467.78
Invoice	08/31/96	1271		Due on receipt	08/31/96	12	1,947.80
Total Bulloch Memorial Hospital							5,415.58
Candler County Hospital - GA							
Ms. Linda Johnson 912-686-5741							
Invoice	08/31/96	1272		Due on receipt	08/31/96	12	1,051.40
Total Candler County Hospital - GA							1,051.40
Candler Health System - Savannah							
David A. Jupp 912-692-2428							
Invoice	08/31/96	1303		Due on receipt	08/31/96	12	3,060.65
Total Candler Health System - Savannah							3,060.65
Doctors Hospital - GA							
Ms. Pat Alford (706) 860-8650							
Invoice	07/31/96	1242		Due on receipt	07/31/96	43	0.03
Invoice	08/31/96	1276		Due on receipt	08/31/96	12	1,474.66
Total Doctors Hospital - GA							1,474.69
East Alabama Medical Center							
Ms. Kim Simms 334-749-3411							
Invoice	08/31/96	1282		Due on receipt	08/31/96	12	1,092.55
Total East Alabama Medical Center							1,092.55
Eastside Medical Center							
Mr. Bill Lee (770) 736-2432							
Invoice	08/31/96	1283		Due on receipt	08/31/96	12	625.00
Total Eastside Medical Center							625.00
Egleston Children's Hospital							
Mr. Tom Cole (404) 325-8126							
Invoice	07/31/96	1250		Due on receipt	07/31/96	43	3,062.06
Invoice	08/31/96	1284		Due on receipt	08/31/96	12	3,462.84
Total Egleston Children's Hospital							6,524.90

**National Verification Systems
Collections Report
As of September 12, 1996**

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Flowers Hospital Dothan AL							
Ms. Irene Barron							
334-796-5000 x1185							
Invoice	08/31/96	1304		Due on receipt	08/31/96	12	7,137.32
Total Flowers Hospital Dothan AL							7,137.32
H. Lee Moffitt Cancer & Research Institut							
Calvin McDaniel							
813-979-3075							
Invoice	08/31/96	1287		Due on receipt	08/31/96	12	695.00
Total H. Lee Moffitt Cancer & Research Institut							695.00
Habersham Medical Center							
Invoice	08/31/96	1288	73550	Due on receipt	08/31/96	12	695.00
Total Habersham Medical Center							695.00
Lake Shore Hospital							
Linda Vought							
904-755-3200							
Invoice	08/31/96	1289		Due on receipt	08/31/96	12	1,483.60
Total Lake Shore Hospital							1,483.60
Lanier Park							
Ms. Shirley Hamby							
(404) 503-3000							
Invoice	08/31/96	1277		Due on receipt	08/31/96	12	1,549.39
Total Lanier Park							1,549.39
Memorial Hospital of Washington County							
Ms. Shirley Roberts							
(912) 552-3901							
Invoice	08/31/96	1300		Due on receipt	08/31/96	12	1,340.95
Total Memorial Hospital of Washington County							1,340.95
Meridia South Pointe Hospital							
Tom Kitzmiller							
216-446-8596							
Invoice	08/31/96	1291		Due on receipt	08/31/96	12	795.00
Total Meridia South Pointe Hospital							795.00
Munroe Regional Medical Center - FL							
Ms. Michelle Smith							
(904) 351-7659							
Invoice	07/31/96	1258	11304	Due on receipt	07/31/96	43	1,599.49
Invoice	08/31/96	1292	11304	Due on receipt	08/31/96	12	2,299.15
Total Munroe Regional Medical Center - FL							3,898.64
Nashville Memorial Hospital - TN							
Chris Rasmussen							
(615) 860-1535							
Invoice	08/31/96	1293	11304	Due on receipt	08/31/96	12	1,740.35
Total Nashville Memorial Hospital - TN							1,740.35
Northlake Regional Medical Center							
Ms. Sheila Morris							
(404) 270-3021							
Invoice	08/31/96	1278		Due on receipt	08/31/96	12	1,000.00

**National Verification Systems
Collections Report
As of September 12, 1996**

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Total Northlake Regional Medical Center							1,000.00
Osceola Regional Medical Center - FL							
Ms. Cindy Butler							
(407) 933-3684							
Payment	09/03/96	00844850					-981.88
Invoice	07/31/96	1260		Due on receipt	07/31/96	43	1,968.60
Invoice	08/31/96	1294		Due on receipt	08/31/96	12	2,020.30
Total Osceola Regional Medical Center - FL							3,007.02
Palmyra Medical Center							
Mr. Gene Lee							
(912) 434-2135							
Invoice	08/31/96	1279	94340	Due on receipt	08/31/96	12	1,463.64
Total Palmyra Medical Center							1,463.64
Phoebe Putney Memorial Hospital - Ga							
Sandra Johnson							
(912) 889-4272							
Invoice	08/31/96	1305		Due on receipt	08/31/96	12	4,864.45
Total Phoebe Putney Memorial Hospital - Ga							4,864.45
Redmond Regional Medical Center							
Sharon Gallohon							
(706) 291-0291							
Invoice	08/31/96	1280		Due on receipt	08/31/96	12	1,389.65
Total Redmond Regional Medical Center							1,389.65
Southeast Georgia Medical Center - GA							
Ms. Lanett Johns							
Invoice	08/31/96	1295		Due on receipt	08/31/96	12	1,390.00
Total Southeast Georgia Medical Center - GA							1,390.00
Southern Regional Medical Center							
Ms. Linda Belgio							
(770) 991-8000							
Invoice	08/31/96	1298		Due on receipt	08/31/96	12	1,020.60
Total Southern Regional Medical Center							1,020.60
St. Joseph's Hospital - Savannah							
Erma L. Andrews							
912-927-6443							
Invoice	08/31/96	1297		Due on receipt	08/31/96	12	2,720.15
Total St. Joseph's Hospital - Savannah							2,720.15
Stringfellow Memorial Hospital							
Vicky Swank							
206-235-8905							
Invoice	07/31/96	1284		Due on receipt	07/31/96	43	1,065.60
Invoice	08/31/96	1298		Due on receipt	08/31/96	12	1,012.25
Total Stringfellow Memorial Hospital							2,077.85
The Medical College of Georgia							
(706) 721-2409							
Invoice	08/31/96	1290		Due on receipt	08/31/96	12	1,099.14
Total The Medical College of Georgia							1,099.14

**National Verification Systems
Collections Report
As of September 12, 1996**

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Upson Regional Medical Center							
Diane Oglesbee							
(706) 647-8111 x318							
Invoice	08/31/96	1299		Due on receipt	08/31/96	12	695.00
Total Upson Regional Medical Center							<u>695.00</u>
West Georgia Medical Center							
Johnna Smith							
706-845-3753							
Invoice	08/31/96	1301		Due on receipt	08/31/96	12	3,672.00
Total West Georgia Medical Center							<u>3,672.00</u>
West Paces Medical Center							
Mr. Mike Rhodes							
(404) 350-9656							
Invoice	08/31/96	1281		Due on receipt	08/31/96	12	625.00
Total West Paces Medical Center							<u>625.00</u>
Wills Memorial Hospital							
Ms. Barbara Davis							
(706) 678-2151							
Invoice	08/31/96	1302		Due on receipt	08/31/96	12	790.70
Total Wills Memorial Hospital							<u>790.70</u>
TOTAL							<u><u>68,032.93</u></u>

**National Verification Systems
Balance Sheet
As of August 31, 1996**

08/29/96

	Aug 31, '96
ASSETS	
Current Assets	
Checking/Savings	
100.010 · Checking - Wachovia	18,491.72
100.200 · Petty Cash - NVS LP	100.00
Total Checking/Savings	18,591.72
Accounts Receivable	
120.000 · Accounts Receivable	63,086.37
Total Accounts Receivable	63,086.37
Other Current Assets	
123.010 · Organizational Costs	
123.060 · Accumulated Amortization	-534.00
123.010 · Organizational Costs - Other	1,685.00
Total 123.010 · Organizational Costs	1,151.00
125.000 · Professional Patent & Trademark	
125.010 · Patent	14,499.12
125.020 · Trademark	627.19
Total 125.000 · Professional Patent & Trademark	15,126.31
Total Other Current Assets	16,277.31
Total Current Assets	97,955.40
Fixed Assets	
130.010 · Communications System	
130.500 · Accumulated Depreciation	-4,356.44
130.010 · Communications System - Other	13,642.31
Total 130.010 · Communications System	9,285.87
140.000 · Computer Equipment	
140.500 · Accumulated Depreciation	-41,372.69
140.000 · Computer Equipment - Other	234,946.10
Total 140.000 · Computer Equipment	193,572.41
150.000 · Computer Installation-Software	
150.500 · Accumulated Depreciation	-13,842.76
150.000 · Computer Installation-Software - Other	68,251.48
Total 150.000 · Computer Installation-Software	54,408.72
160.000 · Lease Hold Improvements	
160.010 · Atom Electric, Inc.	1,015.00
160.020 · Building Improvements	6,218.66
160.030 · Carpet	822.82
160.040 · Rollins Protective Services - A	1,429.04
160.050 · Wallcovering	790.34
160.500 · Accumulated Depreciation	-4,783.82
Total 160.000 · Lease Hold Improvements	5,492.24
170.000 · Office Furn and Equip	
170.010 · Artwork	887.80
170.020 · Exhibits Booth	3,987.35
170.030 · Furniture	6,179.87
170.040 · Office Equipment	3,696.48
170.050 · Plants	231.14
170.500 · Accumulated Depreciation	-5,496.38
Total 170.000 · Office Furn and Equip	9,496.26
Total Fixed Assets	272,255.52
Other Assets	
190.000 · Research & Development	
190.010 · Dan Mansfield	40,938.91
190.020 · John R.	3,283.00
Total 190.000 · Research & Development	44,221.91
Total Other Assets	44,221.91
TOTAL ASSETS	414,432.83
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	

National Verification Systems
Balance Sheet
As of August 31, 1996

	Aug 31, '96
200.000 · Accounts Payable	11,686.82
Total Accounts Payable	11,686.82
Total Current Liabilities	11,686.82
Long Term Liabilities	
230.000 · Loan Payable	
230.010 · SS Line of Credit	480,000.00
Total 230.000 · Loan Payable	480,000.00
Total Long Term Liabilities	480,000.00
Total Liabilities	471,686.82
Equity	
300.000 · Initial PIC	
300.010 · APT3	198.00
300.020 · ER	297.00
300.030 · NVS, Inc.	10.00
300.040 · SS	495.00
Total 300.000 · Initial PIC	1,000.00
302.000 · Paid in Capital	
302.010 · SS	
302.018 · APT3	10,000.00
302.010 · SS - Other	985,781.09
Total 302.010 · SS	995,781.09
Total 302.000 · Paid in Capital	995,781.09
310.000 · Retained Earnings	-88,385.37
Net Income	-365,649.71
Total Equity	-57,253.99
TOTAL LIABILITIES & EQUITY	414,432.83

National Verification Systems, L.P.

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc
1994					
1994 April					
CPU					
10041	NVS Computer Room	\$1,993.95	\$930.53	\$33.23	\$1,030.
	CPU Totals	\$1,993.95	\$930.53	\$33.23	\$1,030.
Monitor					
20024	NVS Computer Room	\$434.70	\$202.86	\$7.25	\$224.5
	Monitor Totals	\$434.70	\$202.86	\$7.25	\$224.5
Modem					
30022	Promina Gwinnett-Howell Station-Outpatient	\$156.45	\$73.01	\$2.61	\$80.8
30023	NVS Computer Room	\$125.95	\$58.78	\$2.10	\$65.0
	Modem Totals	\$282.40	\$131.79	\$4.71	\$145.9
Printer					
40005	NVS Inventory	\$313.95	\$146.51	\$5.23	\$162.2
	Printer Totals	\$313.95	\$146.51	\$5.23	\$162.2
	April Monthly Totals	\$3,025.00	\$1,411.69	\$50.42	\$1,562.8
1994 July					
CPU					
10040	Egleston Childrens Hospital-Atlanta, Ga-Outpatient	\$1,258.95	\$524.57	\$20.98	\$713.4
	CPU Totals	\$1,258.95	\$524.57	\$20.98	\$713.4
Monitor					
20023	Egleston Childrens Hospital-Atlanta, Ga-Outpatient	\$240.45	\$100.19	\$4.01	\$136.2
	Monitor Totals	\$240.45	\$100.19	\$4.01	\$136.2
Modem					
30018	Egleston Childrens Hospital-Atlanta, Ga-Outpatient	\$157.45	\$65.61	\$2.62	\$89.2
30019	Egleston Childrens Hospital-Atlanta, Ga-Outpatient	\$157.45	\$65.61	\$2.62	\$89.2
30020	NVS Computer Room	\$135.45	\$56.44	\$2.26	\$76.7
30021	NVS Computer Room	\$135.45	\$56.44	\$2.26	\$76.7
	Modem Totals	\$585.80	\$244.10	\$9.76	\$331.9
Printer					
40022	Out of Service	\$166.95	\$69.56	\$2.78	\$94.6
40023	NVS Office	\$166.95	\$69.56	\$2.78	\$94.6
	Printer Totals	\$333.90	\$139.12	\$5.56	\$189.2
	July Monthly Totals	\$2,419.10	\$1,007.98	\$40.31	\$1,370.8
1994 August					
CPU					
10038	NVS Computer Room	\$1,469.64	\$587.87	\$24.49	\$857.2

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
10039	NVS Computer Room	\$1,258.95	\$503.59	\$20.98	\$734.38
	CPU Totals	\$2,728.39	\$1,091.46	\$45.47	\$1,591.66
Monitor					
20021	Out of Service	\$261.45	\$104.58	\$4.36	\$152.51
20022	NVS Computer Room	\$261.45	\$104.58	\$4.36	\$152.51
20028	Medical College of Georgia-Augusta, Ga-Admissions	\$250.95	\$100.38	\$4.18	\$146.39
	Monitor Totals	\$773.85	\$309.54	\$12.90	\$451.41
Modem					
30014	NVS Computer Room	\$157.45	\$62.98	\$2.62	\$91.85
30015	NVS Computer Room	\$157.45	\$62.98	\$2.62	\$91.85
30016	NVS Inventory	\$125.95	\$50.38	\$2.10	\$73.47
30017	NVS Inventory	\$125.95	\$50.38	\$2.10	\$73.47
	Modem Totals	\$566.80	\$226.72	\$9.44	\$330.64
Printer					
40002	Emory University Hospital-Atlanta, Ga-Admissions	\$282.45	\$112.98	\$4.71	\$164.76
40004	Offsite Dan Mansfield	\$261.45	\$104.58	\$4.36	\$152.51
	Printer Totals	\$543.90	\$217.56	\$9.07	\$317.27
	August Monthly Totals	\$4,613.14	\$1,845.28	\$76.88	\$2,690.98

1994 September

CPU					
10048	Offsite Steve Sherrill	\$2,165.00	\$829.93	\$36.08	\$1,298.99
	CPU Totals	\$2,165.00	\$829.93	\$36.08	\$1,298.99
Printer					
40006	Columbia/HCA-Palmyra Medical Center-Admissions	\$267.75	\$102.64	\$4.46	\$160.65
40007	Wills-Memorial Hospital-Admissions	\$267.75	\$102.64	\$4.46	\$160.65
	Printer Totals	\$535.50	\$205.28	\$8.92	\$321.30
	September Monthly Totals	\$2,700.50	\$1,035.21	\$45.00	\$1,620.29

1994 November

CPU					
10031	Medical College of Georgia-Augusta, Ga-Admissions	\$1,783.95	\$624.39	\$29.73	\$1,129.83
10037	NVS Computer Room	\$1,783.95	\$624.39	\$29.73	\$1,129.83
	CPU Totals	\$3,567.90	\$1,248.78	\$59.46	\$2,259.66
Modem					
30009	Medical College of Georgia-Augusta, Ga-Admissions	\$104.47	\$36.57	\$1.74	\$66.16
30010	Medical College of Georgia-Augusta, Ga-Admissions	\$104.48	\$36.57	\$1.74	\$66.17
30011	Habersham-County Medical Center-Admissions	\$125.95	\$44.08	\$2.10	\$79.77
30012	Egleston Childrens Hospital-Atlanta, Ga-Emergency Room	\$125.95	\$44.08	\$2.10	\$79.77
30013	Offsite Steve Sherrill's House	\$104.48	\$36.57	\$1.74	\$66.17
	Modem Totals	\$565.33	\$197.87	\$9.42	\$358.04
Printer					

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
40001	Medical College of Georgia-Augusta, Ga-Admissions	\$187.96	\$65.79	\$3.13	\$119.00
	Printer Totals	\$187.96	\$65.79	\$3.13	\$119.00
	November Monthly Totals	\$4,321.19	\$1,512.44	\$72.01	\$2,736.74
1994 December					
CPU					
10028	Columbia/HCA-NorthLake Medical Center-NorthLake Admis	\$1,783.95	\$594.66	\$29.73	\$1,159.56
10029	Columbia/HCA-NorthLake Medical Center-NorthLake Emerg	\$1,783.95	\$594.66	\$29.73	\$1,159.56
10030	Emory University Hospital-Atlanta, Ga-Admissions	\$1,586.19	\$528.74	\$26.44	\$1,031.01
	CPU Totals	\$5,154.09	\$1,718.06	\$85.90	\$3,350.13
Monitor					
20017	Columbia/HCA-NorthLake Medical Center-NorthLake Admis	\$177.46	\$59.15	\$2.96	\$115.35
20018	Columbia/HCA-NorthLake Medical Center-NorthLake Emerg	\$177.46	\$59.15	\$2.96	\$115.35
20020	Emory University Hospital-Atlanta, Ga-Admissions	\$187.95	\$62.65	\$3.13	\$122.17
	Monitor Totals	\$542.87	\$180.95	\$9.05	\$352.87
Modem					
30006	Columbia/HCA-NorthLake Medical Center-NorthLake Admis	\$125.95	\$41.98	\$2.10	\$81.87
30007	Columbia/HCA-NorthLake Medical Center-NorthLake Emerg	\$125.95	\$41.98	\$2.10	\$81.87
30008	Emory University Hospital-Atlanta, Ga-Admissions	\$125.94	\$41.98	\$2.10	\$81.86
	Modem Totals	\$377.84	\$125.94	\$6.30	\$245.60
Printer					
40000	NVS Inventory	\$292.50	\$97.50	\$4.88	\$190.12
40032	Columbia/HCA-NorthLake Medical Center-NorthLake Admis	\$282.45	\$94.15	\$4.71	\$183.59
40033	Columbia/HCA-NorthLake Medical Center-NorthLake Emerg	\$282.45	\$94.15	\$4.71	\$183.59
	Printer Totals	\$857.40	\$285.80	\$14.30	\$557.30
	December Monthly Totals	\$6,932.20	\$2,310.75	\$115.55	\$4,505.90
	1994 Yearly Totals	\$24,011.13	\$9,123.35	\$400.17	\$14,487.61

1995**1995 January**

CPU					
10027	Columbia/HCA-West Paces Medical Center-WestPaces Admi	\$1,606.14	\$508.62	\$26.77	\$1,070.75
	CPU Totals	\$1,606.14	\$508.62	\$26.77	\$1,070.75
Monitor					
20016	Columbia/HCA-West Paces Medical Center-WestPaces Admi	\$177.46	\$56.20	\$2.96	\$118.30
	Monitor Totals	\$177.46	\$56.20	\$2.96	\$118.30
Modem					
30005	Columbia/HCA-West Paces Medical Center-WestPaces Admi	\$125.95	\$39.88	\$2.10	\$83.97
	Modem Totals	\$125.95	\$39.88	\$2.10	\$83.97

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location		Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
		January				
		Monthly Totals	\$1,909.55	\$604.70	\$31.83	\$1,273.00
1995 February						
CPU						
10036	NVS Computer Room		\$1,048.96	\$314.69	\$17.48	\$716.79
10046	NVS Office		\$2,201.87	\$660.57	\$36.70	\$1,504.60
10047	NVS Office		\$1,048.96	\$314.69	\$17.48	\$716.79
		CPU Totals	\$4,299.79	\$1,289.95	\$71.66	\$2,938.18
Monitor						
20013	NVS Office		\$607.95	\$182.39	\$10.13	\$415.43
20014	Egleston Childrens Hospital-Atlanta, Ga-Outpatient		\$156.46	\$46.94	\$2.61	\$106.91
20015	NVS Computer Room		\$156.46	\$46.94	\$2.61	\$106.91
		Monitor Totals	\$920.87	\$276.27	\$15.35	\$629.25
Modem						
30002	Columbia/HCA-Redmond Regional Medical Center-Emergen		\$125.95	\$37.79	\$2.10	\$86.06
30003	Egleston Childrens Hospital-Atlanta, Ga-Urgent Care ER		\$125.95	\$37.79	\$2.10	\$86.06
30004	NVS Computer Room		\$156.45	\$46.94	\$2.61	\$106.90
		Modem Totals	\$408.35	\$122.52	\$6.81	\$279.02
Printer						
40008	NVS Office		\$1,531.95	\$459.59	\$25.53	\$1,046.83
		Printer Totals	\$1,531.95	\$459.59	\$25.53	\$1,046.83
		February	\$7,160.96	\$2,148.33	\$119.35	\$4,893.28
1995 March						
CPU						
10045	NVS Office		\$1,888.95	\$535.21	\$31.48	\$1,322.26
		CPU Totals	\$1,888.95	\$535.21	\$31.48	\$1,322.26
Monitor						
20012	NVS Office		\$408.45	\$115.73	\$6.81	\$285.91
		Monitor Totals	\$408.45	\$115.73	\$6.81	\$285.91
		March	\$2,297.40	\$650.94	\$38.29	\$1,608.17
1995 April						
CPU						
10044	Offsite Ed Rieker		\$2,603.64	\$694.32	\$43.39	\$1,865.93
		CPU Totals	\$2,603.64	\$694.32	\$43.39	\$1,865.93
Monitor						
20010	Habersham-County Medical Center-Admissions		\$250.95	\$66.92	\$4.18	\$179.85
20011	NVS Inventory		\$250.95	\$66.92	\$4.18	\$179.85
		Monitor Totals	\$501.90	\$133.84	\$8.36	\$359.70
Printer						

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
40024	NVS Inventory	\$166.95	\$44.52	\$2.78	\$119.6
40025	Columbia/HCA-Augusta Regional Medical Center-Admissio	\$166.95	\$44.52	\$2.78	\$119.6
40026	Washington-County Memorial Hospital-Admissions	\$166.95	\$44.52	\$2.78	\$119.6
40027	Habersham-County Medical Center-Admissions	\$166.95	\$44.52	\$2.78	\$119.6
40028	NVS Office	\$166.95	\$44.52	\$2.78	\$119.6
40029	NVS Inventory	\$166.95	\$44.52	\$2.78	\$119.6
40030	Columbia/HCA-Augusta Regional Medical Center-Emergenc	\$166.95	\$44.52	\$2.78	\$119.6
40031	Columbia/HCA-West Paces Medical Center-WestPaces Admi	\$272.96	\$72.79	\$4.55	\$195.6
Printer Totals		\$1,441.61	\$384.43	\$24.01	\$1,033.1
April Monthly Totals		\$4,547.15	\$1,212.59	\$75.76	\$3,258.8

1995 May

Monitor					
20000	Columbia/HCA-Redmond Regional Medical Center-Admissio	\$250.95	\$62.74	\$4.18	\$184.0
20001	Columbia/HCA-Redmond Regional Medical Center-Emergen	\$250.95	\$62.74	\$4.18	\$184.0
20006	Columbia/HCA-Augusta Regional Medical Center-Admissio	\$250.95	\$62.74	\$4.18	\$184.0
20007	NVS Inventory	\$250.95	\$62.74	\$4.18	\$184.0
20008	Columbia/HCA-Augusta Regional Medical Center-Emergenc	\$250.95	\$62.74	\$4.18	\$184.0
20009	Southern Regional-Medical Center-Admissions	\$250.95	\$62.74	\$4.18	\$184.0
Monitor Totals		\$1,505.70	\$376.44	\$25.08	\$1,104.18

Modem

30001	Southeast Georgia-Regional Medical Center-Admissions	\$104.95	\$26.24	\$1.75	\$76.96
30033	Columbia/HCA-Redmond Regional Medical Center-Admissio	\$104.95	\$26.24	\$1.75	\$76.96
30034	Columbia/HCA-Redmond Regional Medical Center-Admissio	\$104.95	\$26.24	\$1.75	\$76.96
30035	Columbia/HCA-Redmond Regional Medical Center-Emergen	\$104.95	\$26.24	\$1.75	\$76.96
30036	NVS Inventory	\$104.95	\$26.24	\$1.75	\$76.96
30048	Columbia/HCA-Augusta Regional Medical Center-Admissio	\$104.95	\$26.24	\$1.75	\$76.96
30049	Columbia/HCA-Augusta Regional Medical Center-Admissio	\$104.94	\$26.24	\$1.75	\$76.95
30050	Columbia/HCA-Augusta Regional Medical Center-Emergenc	\$104.95	\$26.24	\$1.75	\$76.96
30051	Columbia/HCA-Augusta Regional Medical Center-Emergenc	\$104.95	\$26.24	\$1.75	\$76.96
30055	NVS Inventory	\$104.95	\$26.24	\$1.75	\$76.96
Modem Totals		\$1,049.49	\$262.40	\$17.50	\$769.59
May Monthly Totals		\$2,555.19	\$638.84	\$42.58	\$1,873.7

1995 June

CPU

10019	Columbia/HCA-Redmond Regional Medical Center-Admissio	\$1,311.45	\$306.01	\$21.86	\$983.58
10022	NVS Computer Room	\$1,311.45	\$306.01	\$21.86	\$983.58
10023	Columbia/HCA-Barrow Medical Center-Admissions	\$1,311.45	\$306.01	\$21.86	\$983.58
10024	Eastside-Medical Center-Emergency Room	\$1,311.45	\$306.01	\$21.86	\$983.58
10025	Columbia/HCA-Barrow Medical Center-Emergency Room	\$1,311.45	\$306.01	\$21.86	\$983.58
10026	NVS Computer Room	\$2,326.15	\$542.78	\$38.77	\$1,744.60
10042	Offsite Tim Humphries	\$2,774.87	\$647.48	\$46.25	\$2,081.14
10043	NVS Inventory	\$2,165.00	\$505.18	\$36.08	\$1,623.74
CPU Totals		\$13,823.27	\$3,225.49	\$230.40	\$10,367.38

Monitor

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
20002	Columbia/HCA-Barrow Medical Center-Admissions	\$250.95	\$58.56	\$4.18	\$188.2
20003	NVS Office	\$250.95	\$58.56	\$4.18	\$188.2
20004	Charlotte-Medical Center-Admissions	\$250.95	\$58.56	\$4.18	\$188.2
20005	Offsite Dan's House	\$250.95	\$58.56	\$4.18	\$188.2
	Monitor Totals	\$1,003.80	\$234.24	\$16.72	\$752.8
Modem					
30037	Eastside-Medical Center-Emergency Room	\$104.95	\$24.49	\$1.75	\$78.7
30038	NVS Inventory	\$104.95	\$24.49	\$1.75	\$78.7
30039	NVS Inventory	\$104.94	\$24.49	\$1.75	\$78.7
30040	East Alabama-Medical Center-Admissions	\$104.95	\$24.49	\$1.75	\$78.7
30041	NVS Inventory	\$104.95	\$24.49	\$1.75	\$78.7
	Modem Totals	\$524.74	\$122.45	\$8.75	\$393.5
	June Monthly Totals	\$15,351.81	\$3,582.18	\$255.87	\$11,513.77
1995 July					
CPU					
10000	Southeast Georgia-Regional Medical Center-Admissions	\$1,300.95	\$281.88	\$21.68	\$997.39
10001	Columbia/HCA-Lanier Park-Admissions	\$1,300.95	\$281.88	\$21.68	\$997.39
10002	Columbia/HCA-Lanier Park-Emergency Room	\$1,300.95	\$281.88	\$21.68	\$997.39
10003	Wills-Memorial Hospital-Admissions	\$1,300.95	\$281.88	\$21.68	\$997.39
10004	Columbia/HCA-Augusta Regional Medical Center-Admissio	\$1,311.45	\$284.15	\$21.86	\$1,005.44
10005	Columbia/HCA-Augusta Regional Medical Center-Emergenc	\$1,311.45	\$284.15	\$21.86	\$1,005.44
10006	NVS Computer Room	\$2,986.20	\$647.02	\$49.77	\$2,289.41
10007	Habersham-County Medical Center-Admissions	\$1,311.45	\$284.15	\$21.86	\$1,005.44
10008	Southern Regional-Medical Center-Admissions	\$1,311.45	\$284.15	\$21.86	\$1,005.44
10009	NVS Inventory	\$1,311.45	\$284.15	\$21.86	\$1,005.44
	CPU Totals	\$14,747.25	\$3,195.29	\$245.79	\$11,306.17
Monitor					
20026	Columbia/HCA-Barrow Medical Center-Admissions	\$250.95	\$54.37	\$4.18	\$192.40
20027	Eastside-Medical Center-Emergency Room	\$261.45	\$56.65	\$4.36	\$200.44
20041	Columbia/HCA-Upson Regional Medical Center-Admissions	\$250.95	\$54.37	\$4.18	\$192.40
	Monitor Totals	\$763.35	\$165.39	\$12.72	\$585.24
Modem					
30042	Washington-County Memorial Hospital-Admissions	\$104.95	\$22.74	\$1.75	\$80.46
30043	Eastside-Medical Center-Emergency Room	\$104.95	\$22.74	\$1.75	\$80.46
30044	Columbia/HCA-Barrow Medical Center-Admissions	\$104.95	\$22.74	\$1.75	\$80.46
30045	Columbia/HCA-Barrow Medical Center-Admissions	\$104.95	\$22.74	\$1.75	\$80.46
30046	Columbia/HCA-Barrow Medical Center-Emergency Room	\$104.95	\$22.74	\$1.75	\$80.46
30047	Columbia/HCA-Barrow Medical Center-Emergency Room	\$104.95	\$22.74	\$1.75	\$80.46
	Modem Totals	\$629.70	\$136.44	\$10.50	\$482.76
Printer					
40003	Egleston Childrens Hospital-Atlanta, Ga-Outpatient	\$261.45	\$56.65	\$4.36	\$200.44
40009	Columbia/HCA-Barrow Medical Center-Admissions	\$183.75	\$39.81	\$3.06	\$140.88
40010	Columbia/HCA-Barrow Medical Center-Emergency Room	\$183.75	\$39.81	\$3.06	\$140.88
40015	NVS Inventory	\$271.95	\$58.92	\$4.53	\$208.50
40016	Columbia/HCA-Redmond Regional Medical Center-Admissio	\$187.95	\$40.72	\$3.13	\$144.10

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
40017	Columbia/HCA-Redmond Regional Medical Center-Emergen	\$166.95	\$36.17	\$2.78	\$128.00
40018	Charlotte-Medical Center-Admissions	\$166.95	\$36.17	\$2.78	\$128.00
40019	Columbia/HCA-Lanier Park-Emergency Room	\$183.75	\$39.81	\$3.06	\$140.88
40020	Columbia/HCA-Palmyra Medical Center-Admissions	\$183.75	\$39.81	\$3.06	\$140.88
40021	Habersham-County Medical Center-Admissions	\$183.75	\$39.81	\$3.06	\$140.88
40034	NVS Office	\$422.05	\$91.45	\$7.03	\$323.57
Printer Totals		\$2,396.05	\$519.13	\$39.91	\$1,837.01
July Monthly Totals		\$18,536.35	\$4,016.25	\$308.92	\$14,211.18

1995 August

CPU					
10010	Columbia/HCA-Palmyra Medical Center-Admissions	\$1,405.95	\$281.20	\$23.43	\$1,101.32
10011	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$1,405.95	\$281.20	\$23.43	\$1,101.32
10012	NVS Inventory	\$1,405.95	\$281.20	\$23.43	\$1,101.32
10013	Offsite Dan Mansfield	\$1,405.95	\$281.20	\$23.43	\$1,101.32
CPU Totals		\$5,623.80	\$1,124.80	\$93.72	\$4,405.28

Monitor					
20029	Columbia/HCA-Palmyra Medical Center-Admissions	\$261.45	\$52.29	\$4.36	\$204.80
20030	Wills-Memorial Hospital-Admissions	\$261.45	\$52.29	\$4.36	\$204.80
20031	NVS Computer Room	\$261.45	\$52.29	\$4.36	\$204.80
20032	NVS Computer Room	\$261.45	\$52.29	\$4.36	\$204.80
20033	Columbia/HCA-Lanier Park-Emergency Room	\$261.45	\$52.29	\$4.36	\$204.80
20034	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$261.45	\$52.29	\$4.36	\$204.80
Monitor Totals		\$1,568.70	\$313.74	\$26.16	\$1,228.80

Modem					
30025	Southern Regional-Medical Center-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30026	Columbia/HCA-Lanier Park-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30027	Columbia/HCA-Lanier Park-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30028	Habersham-County Medical Center-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30029	Columbia/HCA-Lanier Park-Emergency Room	\$104.95	\$20.99	\$1.75	\$82.21
30030	Columbia/HCA-Lanier Park-Emergency Room	\$104.95	\$20.99	\$1.75	\$82.21
30031	Wills-Memorial Hospital-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30052	Charlotte-Medical Center-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30053	Charlotte-Medical Center-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
30054	Wills-Memorial Hospital-Admissions	\$104.95	\$20.99	\$1.75	\$82.21
Modem Totals		\$1,049.50	\$209.90	\$17.50	\$822.10

Broadcaster					
60000	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$242.36	\$48.47	\$4.04	\$189.85
60001	Columbia/HCA-Lanier Park-Admissions	\$242.36	\$48.47	\$4.04	\$189.85
60002	Columbia/HCA-Lanier Park-Admissions	\$242.36	\$48.47	\$4.04	\$189.85
60003	Columbia/HCA-Lanier Park-Admissions	\$242.36	\$48.47	\$4.04	\$189.85
60004	Columbia/HCA-Lanier Park-Admissions	\$242.36	\$48.47	\$4.04	\$189.85
Broadcaster Totals		\$1,211.80	\$242.35	\$20.20	\$949.25
August Monthly Totals		\$9,453.80	\$1,890.79	\$157.58	\$7,405.43

1995 September

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Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
CPU					
10014	Egleston Childrens Hospital-Atlanta, Ga-Urgent Care ER	\$1,405.95	\$257.76	\$23.43	\$1,124.76
10015	Washington-County Memorial Hospital-Admissions	\$1,405.95	\$257.76	\$23.43	\$1,124.76
10016	Columbia/HCA-Doctors Hospital-Admissions	\$1,405.95	\$257.76	\$23.43	\$1,124.76
10017	Georgia Baptist-Medical Center-Patient Services	\$1,405.95	\$257.76	\$23.43	\$1,124.76
	CPU Totals	\$5,623.80	\$1,031.04	\$93.72	\$4,499.04
Monitor					
20019	NVS Inventory	\$261.45	\$47.93	\$4.36	\$209.16
20035	NVS Inventory	\$261.45	\$47.93	\$4.36	\$209.16
20036	Offsite Ed Reiker's House	\$261.45	\$47.93	\$4.36	\$209.16
20037	Columbia/HCA-Palmyra Medical Center-Admissions	\$261.45	\$47.93	\$4.36	\$209.16
	Monitor Totals	\$1,045.80	\$191.72	\$17.44	\$836.64
Modem					
30056	Southeast Georgia-Regional Medical Center-Admissions	\$104.96	\$19.24	\$1.75	\$83.97
30057	Columbia/HCA-Palmyra Medical Center-Admissions	\$104.95	\$19.24	\$1.75	\$83.96
30058	Columbia/HCA-Palmyra Medical Center-Admissions	\$104.95	\$19.24	\$1.75	\$83.96
30059	Washington-County Memorial Hospital-Admissions	\$104.95	\$19.24	\$1.75	\$83.96
30060	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$104.95	\$19.24	\$1.75	\$83.96
30061	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$104.95	\$19.24	\$1.75	\$83.96
	Modem Totals	\$629.71	\$115.44	\$10.50	\$503.77
Printer					
40011	Eastside-Medical Center-Emergency Room	\$238.50	\$43.73	\$3.98	\$190.79
40012	NVS Inventory	\$238.50	\$43.73	\$3.98	\$190.79
40013	Columbia/HCA-Lanier Park-Admissions	\$238.50	\$43.73	\$3.98	\$190.79
	Printer Totals	\$715.50	\$131.19	\$11.94	\$572.37
	September Monthly Totals	\$8,014.81	\$1,469.39	\$133.60	\$6,411.82
1995 October					
Modem					
30062	Offsite Ed Rieker	\$135.45	\$22.58	\$2.26	\$110.61
	Modem Totals	\$135.45	\$22.58	\$2.26	\$110.61
Switch					
50004	Washington-County Memorial Hospital-Admissions	\$1,037.26	\$172.88	\$17.29	\$847.09
	Switch Totals	\$1,037.26	\$172.88	\$17.29	\$847.09
Broadcaster					
60016	NVS Inventory	\$171.50	\$28.58	\$2.86	\$140.06
60017	NVS Inventory	\$171.50	\$28.58	\$2.86	\$140.06
60018	Columbia/HCA-Upson Regional Medical Center-Admissions	\$242.36	\$40.39	\$4.04	\$197.93
	Broadcaster Totals	\$585.36	\$97.55	\$9.76	\$478.05
	October Monthly Totals	\$1,758.07	\$293.01	\$29.31	\$1,435.75

1995 November

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
CPU					
10020	Columbia/HCA-Redmond Regional Medical Center-Emergen	\$1,311.45	\$196.72	\$21.86	\$1,092.87
10021	Charlotte-Medical Center-Admissions	\$1,311.45	\$196.72	\$21.86	\$1,092.87
10032	Southeast Georgia-Regional Medical Center-Emergency Roo	\$1,405.95	\$210.90	\$23.43	\$1,171.62
10033	Columbia/HCA-Upson Regional Medical Center-Admissions	\$1,405.95	\$210.90	\$23.43	\$1,171.62
10034	Osceola-Regional Hospital-Emergency Room	\$1,405.95	\$210.90	\$23.43	\$1,171.62
10035	NVS Inventory	\$1,405.95	\$210.90	\$23.43	\$1,171.62
	CPU Totals	\$8,246.70	\$1,237.04	\$137.44	\$6,872.22
Monitor					
20038	NVS Inventory	\$216.00	\$32.40	\$3.60	\$180.00
20039	Munroe-Regional Medical Center-Emergency Room	\$216.00	\$32.40	\$3.60	\$180.00
20040	Columbia/HCA-Doctors Hospital-Admissions	\$216.00	\$32.40	\$3.60	\$180.00
20042	Candler-County Hospital-Patient Services	\$214.00	\$32.10	\$3.57	\$178.33
20043	Southeast Georgia-Regional Medical Center-Admissions	\$214.00	\$32.10	\$3.57	\$178.33
20044	Veterans Administration-Hospital-Admissions	\$214.00	\$32.10	\$3.57	\$178.33
20045	Southeast Georgia-Regional Medical Center-Emergency Roo	\$214.00	\$32.10	\$3.57	\$178.33
	Monitor Totals	\$1,504.00	\$225.60	\$25.08	\$1,253.32
Modem					
30063	NVS Computer Room	\$88.00	\$13.20	\$1.47	\$73.33
30064	NVS Inventory	\$88.00	\$13.20	\$1.47	\$73.33
30065	NVS Inventory	\$88.00	\$13.20	\$1.47	\$73.33
30066	Columbia/HCA-Doctors Hospital-Admissions	\$88.00	\$13.20	\$1.47	\$73.33
30067	NVS Inventory	\$88.00	\$13.20	\$1.47	\$73.33
30068	Columbia/HCA-Doctors Hospital-Admissions	\$88.00	\$13.20	\$1.47	\$73.33
30069	Columbia/HCA-Upson Regional Medical Center-Admissions	\$88.00	\$13.20	\$1.47	\$73.33
30070	Egleston Childrens Hospital-Atlanta, Ga-Emergency Room	\$88.00	\$13.20	\$1.47	\$73.33
30071	Columbia/HCA-Upson Regional Medical Center-Admissions	\$88.00	\$13.20	\$1.47	\$73.33
30072	Southern Regional-Medical Center-Admissions	\$88.00	\$13.20	\$1.47	\$73.33
	Modem Totals	\$880.00	\$132.00	\$14.70	\$733.30
Printer					
40035	NVS Office	\$313.95	\$47.09	\$5.23	\$261.63
40036	Out of Service	\$313.95	\$47.09	\$5.23	\$261.63
40037	Columbia/HCA-Upson Regional Medical Center-Admissions	\$313.95	\$47.09	\$5.23	\$261.63
40038	Southern Regional-Medical Center-Admissions	\$313.95	\$47.09	\$5.23	\$261.63
40039	Columbia/HCA-Doctors Hospital-Admissions	\$313.95	\$47.09	\$5.23	\$261.63
	Printer Totals	\$1,569.75	\$235.45	\$26.15	\$1,308.15
Switch					
50000	Columbia/HCA-Lanier Park-Admissions	\$711.75	\$106.76	\$11.86	\$593.13
50001	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$296.25	\$44.44	\$4.94	\$246.87
50002	Columbia/HCA-Palmyra Medical Center-Admissions	\$521.25	\$78.19	\$8.69	\$434.37
50003	Columbia/HCA-Palmyra Medical Center-Admissions	\$711.75	\$106.76	\$11.86	\$593.13
50005	NVS Inventory	\$326.25	\$48.94	\$5.44	\$271.87
50010	NVS Computer Room	\$414.00	\$62.10	\$6.90	\$345.00
	Switch Totals	\$2,981.25	\$447.19	\$49.69	\$2,484.37
Broadcaster					
60005	NVS Inventory	\$242.36	\$36.35	\$4.04	\$201.97
60006	Columbia/HCA-West Paces Medical Center-WestPaces Admi	\$242.36	\$36.35	\$4.04	\$201.97

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
60007	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60008	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60009	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60010	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60011	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60012	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60013	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60014	Columbia/HCA-Palmyra Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60015	Columbia/HCA-Lanier Park-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60019	Columbia/HCA-Palmyra Medical Center-Emergency Room	\$296.25	\$44.44	\$4.94	\$246.8
60020	Columbia/HCA-Palmyra Medical Center-Admissions	\$296.25	\$44.44	\$4.94	\$246.8
60021	NVS Inventory	\$296.25	\$44.44	\$4.94	\$246.8
60022	Bulloch-Memorial Hospital-Emergency Room	\$242.36	\$36.35	\$4.04	\$201.9
60023	Columbia/HCA-Upson Regional Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60024	Columbia/HCA-Upson Regional Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60025	Columbia/HCA-Upson Regional Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
60026	Columbia/HCA-Upson Regional Medical Center-Admissions	\$242.36	\$36.35	\$4.04	\$201.9
Broadcaster Totals		\$4,766.51	\$714.92	\$79.46	\$3,972.1
November Monthly Totals		\$19,948.21	\$2,992.20	\$332.52	\$16,623.49
1995 December					
CPU					
10056	NVS Office	\$2,518.95	\$335.87	\$41.98	\$2,141.10
CPU Totals		\$2,518.95	\$335.87	\$41.98	\$2,141.10
Modem					
30073	NVS Inventory	\$104.95	\$13.99	\$1.75	\$89.21
Modem Totals		\$104.95	\$13.99	\$1.75	\$89.21
Switch					
50006	NVS Inventory	\$521.25	\$69.50	\$8.69	\$443.06
50008	Southeast Georgia-Regional Medical Center-Admissions	\$1,037.26	\$138.30	\$17.29	\$881.67
50009	Southeast Georgia-Regional Medical Center-Emergency Roo	\$1,037.26	\$138.30	\$17.29	\$881.67
Switch Totals		\$2,595.77	\$346.10	\$43.27	\$2,206.40
December Monthly Totals		\$5,219.67	\$695.96	\$87.00	\$4,436.71
1995 Yearly Totals		\$96,752.97	\$20,195.18	\$1,612.61	\$74,945.18

1996**1996 January**

CPU					
10049	NVS Computer Room	\$1,345.95	\$157.03	\$22.43	\$1,166.49
10050	Candler-County Hospital-Patient Services	\$1,345.95	\$157.03	\$22.43	\$1,166.49
10051	Promina Gwinnett-Howell Station-Outpatient	\$1,345.95	\$157.03	\$22.43	\$1,166.49
10052	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$1,345.95	\$157.03	\$22.43	\$1,166.49
10053	Munroe-Regional Medical Center-Emergency Room	\$1,345.95	\$157.03	\$22.43	\$1,166.49

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
10054	NVS Inventory	\$1,345.95	\$157.03	\$22.43	\$1,166.4
10055	Osceola-Regional Hospital-Admissions	\$1,345.95	\$157.03	\$22.43	\$1,166.4
	CPU Totals	<u>\$9,421.65</u>	<u>\$1,099.21</u>	<u>\$157.01</u>	<u>\$8,165.4</u>
Monitor					
20046	Promina Gwinnett-Joan Glancy-Emergency Room	\$228.74	\$26.69	\$3.81	\$198.2
20047	NVS Computer Room	\$228.74	\$26.69	\$3.81	\$198.2
20048	Osceola-Regional Hospital-Emergency Room	\$228.74	\$26.69	\$3.81	\$198.2
20049	Promina Gwinnett-Howell Station-Outpatient	\$228.74	\$26.69	\$3.81	\$198.2
20050	NVS Computer Room	\$228.74	\$26.69	\$3.81	\$198.2
20051	Osceola-Regional Hospital-Admissions	\$217.00	\$25.32	\$3.62	\$188.0
20052	Nashville-Memorial Hospital-Admissions	\$217.00	\$25.32	\$3.62	\$188.0
20053	NVS Office	\$217.00	\$25.32	\$3.62	\$188.0
20054	Munroe-Regional Medical Center-Admissions	\$217.00	\$25.32	\$3.62	\$188.0
20055	NVS Computer Room	\$217.00	\$25.32	\$3.62	\$188.0
	Monitor Totals	<u>\$2,228.70</u>	<u>\$260.05</u>	<u>\$37.15</u>	<u>\$1,931.50</u>
Modem					
30074	NVS Inventory	\$88.00	\$10.27	\$1.47	\$76.2
30075	Candler-County Hospital-Patient Services	\$83.39	\$9.73	\$1.39	\$72.2
30076	NVS Inventory	\$83.39	\$9.73	\$1.39	\$72.2
30077	Candler-County Hospital-Patient Services	\$83.39	\$9.73	\$1.39	\$72.2
30078	Southeast Georgia-Regional Medical Center-Emergency Roo	\$83.39	\$9.73	\$1.39	\$72.2
30079	NVS Inventory	\$83.38	\$9.73	\$1.39	\$72.2
30080	Egleston Childrens Hospital-Atlanta, Ga-Business Office	\$83.38	\$9.73	\$1.39	\$72.2
30081	NVS Inventory	\$83.38	\$9.73	\$1.39	\$72.2
30082	NVS Inventory	\$83.38	\$9.73	\$1.39	\$72.2
30083	NVS Inventory	\$83.38	\$9.73	\$1.39	\$72.2
30084	Munroe-Regional Medical Center-Admissions	\$83.38	\$9.73	\$1.39	\$72.2
	Modem Totals	<u>\$921.84</u>	<u>\$107.57</u>	<u>\$15.37</u>	<u>\$798.90</u>
Printer					
40040	Medical Center-East-Admissions	\$313.95	\$36.63	\$5.23	\$272.09
40041	NVS Office	\$313.95	\$36.63	\$5.23	\$272.09
40042	Lake Shore-Hospital-Admissions	\$313.95	\$36.63	\$5.23	\$272.09
40043	NVS Inventory	\$261.45	\$30.50	\$4.36	\$226.5
40044	Egleston Childrens Hospital-Atlanta, Ga-Emergency Room	\$261.45	\$30.50	\$4.36	\$226.5
40045	Southeast Georgia-Regional Medical Center-Admissions	\$261.45	\$30.50	\$4.36	\$226.5
40046	Egleston Childrens Hospital-Atlanta, Ga-Business Office	\$261.45	\$30.50	\$4.36	\$226.5
40047	Southeast Georgia-Regional Medical Center-Emergency Roo	\$261.45	\$30.50	\$4.36	\$226.5
	Printer Totals	<u>\$2,249.10</u>	<u>\$262.39</u>	<u>\$37.49</u>	<u>\$1,949.2</u>
Switch					
50011	Candler-County Hospital-Patient Services	\$997.83	\$116.42	\$16.63	\$864.7
50012	NVS Inventory	\$997.83	\$116.42	\$16.63	\$864.7
50013	Doctor's-Hospital-Admissions	\$997.83	\$116.42	\$16.63	\$864.7
50014	NVS Inventory	\$387.25	\$45.18	\$6.45	\$335.6
	Switch Totals	<u>\$3,380.74</u>	<u>\$394.44</u>	<u>\$56.34</u>	<u>\$2,929.9</u>
	January Monthly Totals	<u>\$18,202.03</u>	<u>\$2,123.66</u>	<u>\$303.36</u>	<u>\$15,775.0</u>

1996 February

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Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc
Monitor					
20056	NVS Office	\$690.00	\$69.00	\$11.50	\$609.5
20057	NVS Inventory	\$215.00	\$21.50	\$3.58	\$189.9
20058	Phoebe Putney-Memorial Hospital-Diagnostics	\$215.00	\$21.50	\$3.58	\$189.9
20059	Nashville-Memorial Hsopital-Emergency Room	\$215.00	\$21.50	\$3.58	\$189.9
20060	Phoebe Putney-Memorial Hospital-Diagnostics	\$215.00	\$21.50	\$3.58	\$189.9
20061	Phoebe Putney-Memorial Hospital-Surgicare	\$215.00	\$21.50	\$3.58	\$189.9
Monitor Totals		\$1,765.00	\$176.50	\$29.40	\$1,559.1
Modem					
30085	Munroe-Regional Medical Center-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0
30086	NVS Computer Room	\$77.00	\$7.70	\$1.28	\$68.0
30087	Osceola-Regional Hospital-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30088	Osceola-Regional Hospital-Admissions	\$77.00	\$7.70	\$1.28	\$68.0.
30089	Emory Clinic-Data Center-Server	\$77.00	\$7.70	\$1.28	\$68.0.
30090	Osceola-Regional Hospital-Admissions	\$77.00	\$7.70	\$1.28	\$68.0.
30091	NVS Computer Room	\$77.00	\$7.70	\$1.28	\$68.0.
30092	Munroe-Regional Medical Center-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30093	Munroe-Regional Medical Center-Admissions	\$77.00	\$7.70	\$1.28	\$68.0.
30094	Osceola-Regional Hospital-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30095	Nashville-Memorial Hsopital-Admissions	\$77.00	\$7.70	\$1.28	\$68.0.
30096	Nashville-Memorial Hsopital-Admissions	\$77.00	\$7.70	\$1.28	\$68.0.
30097	Emory Clinic-Data Center-Server	\$77.00	\$7.70	\$1.28	\$68.0.
30098	Egleston Childrens Hospital-Atlanta, Ga-Business Office	\$77.00	\$7.70	\$1.28	\$68.0.
30099	NVS Inventory	\$77.00	\$7.70	\$1.28	\$68.0.
30100	Egleston Childrens Hospital-Atlanta, Ga-Business Office	\$77.00	\$7.70	\$1.28	\$68.0.
30101	Nashville-Memorial Hsopital-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30102	Nashville-Memorial Hsopital-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30103	Bulloch-Memorial Hospital-Emergency Room	\$77.00	\$7.70	\$1.28	\$68.0.
30104	NVS Inventory	\$77.00	\$7.70	\$1.28	\$68.0.
Modem Totals		\$1,540.00	\$154.00	\$25.60	\$1,360.40
Printer					
40049	Osceola-Regional Hospital-Emergency Room	\$261.45	\$26.15	\$4.36	\$230.94
40050	Bulloch-Memorial Hospital-Emergency Room	\$261.45	\$26.15	\$4.36	\$230.94
40051	Munroe-Regional Medical Center-Admissions	\$261.45	\$26.15	\$4.36	\$230.94
40052	Munroe-Regional Medical Center-Emergency Room	\$261.45	\$26.15	\$4.36	\$230.94
40053	NVS Inventory	\$261.45	\$26.15	\$4.36	\$230.94
Printer Totals		\$1,307.25	\$130.75	\$21.80	\$1,154.70
Switch					
50015	NVS Inventory	\$371.25	\$37.13	\$6.19	\$327.93
50016	NVS Inventory	\$521.25	\$52.13	\$8.69	\$460.43
50017	NVS Inventory	\$872.98	\$87.30	\$14.55	\$771.13
Switch Totals		\$1,765.48	\$176.56	\$29.43	\$1,559.45
Card Swipe					
70000	NVS Inventory	\$157.56	\$15.76	\$2.63	\$139.17
70001	NVS Inventory	\$157.56	\$15.76	\$2.63	\$139.17
70002	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$157.56	\$15.76	\$2.63	\$139.17
70003	NVS Inventory	\$157.56	\$15.76	\$2.63	\$139.17

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc
70004	Osceola-Regional Hospital-Emergency Room	\$157.56	\$15.76	\$2.63	\$139.1
70005	Munroe-Regional Medical Center-Emergency Room	\$157.56	\$15.76	\$2.63	\$139.1
70006	Munroe-Regional Medical Center-Admissions	\$157.56	\$15.76	\$2.63	\$139.1
70007	NVS Inventory	\$157.56	\$15.76	\$2.63	\$139.1
70008	Osceola-Regional Hospital-Admissions	\$157.56	\$15.76	\$2.63	\$139.1
70009	Lake Shore-Hospital-Admissions	\$157.65	\$15.77	\$2.63	\$139.2
	Card Swipe Totals	\$1,575.69	\$157.61	\$26.30	\$1,391.7
	February Monthly Totals	\$7,953.42	\$795.42	\$132.53	\$7,025.3
1996 March					
CPU					
10057	Nashville-Memorial Hsopital-Admissions	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10058	NVS Computer Room	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10059	NVS Office	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10060	Munroe-Regional Medical Center-Admissions	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10061	Flowers-Hospital-Admissions	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10062	Phoebe Putney-Memorial Hospital-Emergency Center	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10063	Phoebe Putney-Memorial Hospital-Surgicare	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10064	Flowers-Hospital-Doctors Center	\$1,240.95	\$103.41	\$20.68	\$1,116.8
10065	NVS Inventory	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10066	Phoebe Putney-Memorial Hospital-Diagnostics	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10067	NVS Inventory	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10068	Phoebe Putney-Memorial Hospital-Admissions	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10069	NVS Computer Room	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10070	Candler-Health System-Patient Services	\$1,230.45	\$102.54	\$20.51	\$1,107.4
10077	NVS Office	\$2,728.95	\$227.42	\$45.48	\$2,456.0
	CPU Totals	\$20,039.25	\$1,669.94	\$333.98	\$18,035.3
Monitor					
20062	NVS Computer Room	\$217.00	\$18.08	\$3.62	\$195.30
20063	Georgia Baptist-Medical Center-Emergency Room	\$217.00	\$18.08	\$3.62	\$195.30
20064	Phoebe Putney-Memorial Hospital-Admissions	\$217.00	\$18.08	\$3.62	\$195.30
20065	NVS Computer Room	\$217.00	\$18.08	\$3.62	\$195.30
20066	Candler-Health System-Radiology	\$217.00	\$18.08	\$3.62	\$195.30
20067	NVS Computer Room	\$214.00	\$17.83	\$3.57	\$192.60
20068	NVS Computer Room	\$214.00	\$17.83	\$3.57	\$192.60
20069	Candler-Health System-Patient Services	\$214.00	\$17.83	\$3.57	\$192.60
20070	Meridia-South Pointe Hospital-Central Registration	\$214.00	\$17.83	\$3.57	\$192.60
20071	Candler-Health System-Emergency Room	\$214.00	\$17.83	\$3.57	\$192.60
20072	Candler-Health System-Admissions	\$214.00	\$17.83	\$3.57	\$192.60
20073	NVS Computer Room	\$217.00	\$18.08	\$3.62	\$195.30
20074	NVS Inventory	\$217.00	\$18.08	\$3.62	\$195.30
20075	Egleston Childrens Hospital-Atlanta, Ga-Emergency Room	\$217.00	\$18.08	\$3.62	\$195.30
20076	Emory Clinic-Data Center-Server	\$217.00	\$18.08	\$3.62	\$195.30
20077	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$217.00	\$18.08	\$3.62	\$195.30
20078	Stringfellow-Memorial Hospital-Admissions	\$217.00	\$18.08	\$3.62	\$195.30
	Monitor Totals	\$3,671.00	\$305.86	\$61.24	\$3,303.90
Modem					
30105	Phoebe Putney-Memorial Hospital-Admissions	\$77.00	\$6.42	\$1.28	\$69.30

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
30106	Phoebe Putney-Memorial Hospital-Emergency Center	\$77.00	\$6.42	\$1.28	\$69.30
30107	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30108	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30109	Phoebe Putney-Memorial Hospital-Surgicare	\$77.00	\$6.42	\$1.28	\$69.30
30110	Phoebe Putney-Memorial Hospital-Emergency Center	\$77.00	\$6.42	\$1.28	\$69.30
30111	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30112	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30113	Candler-Health System-Admissions	\$77.00	\$6.42	\$1.28	\$69.30
30114	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30115	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30116	Candler-Health System-Admissions	\$77.00	\$6.42	\$1.28	\$69.30
30117	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30118	Candler-Health System-Patient Services	\$77.00	\$6.42	\$1.28	\$69.30
30119	Candler-Health System-Radiology	\$77.00	\$6.42	\$1.28	\$69.30
30120	Emory Clinic-Data Center-Server	\$77.00	\$6.42	\$1.28	\$69.30
30121	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30123	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30124	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30125	Emory Clinic-Data Center-Server	\$77.00	\$6.42	\$1.28	\$69.30
30126	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30127	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30128	Emory Clinic-Data Center-Server	\$77.00	\$6.42	\$1.28	\$69.30
30129	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30130	NVS Inventory	\$77.00	\$6.42	\$1.28	\$69.30
30131	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30132	NVS Computer Room	\$77.00	\$6.42	\$1.28	\$69.30
30133	Emory Clinic-Data Center-Server	\$77.00	\$6.42	\$1.28	\$69.30
Modem Totals		\$2,156.00	\$179.76	\$35.84	\$1,940.40
Printer					
40048	NVS Inventory	\$261.45	\$21.79	\$4.36	\$235.30
40054	Egleston Childrens Hospital-Atlanta, Ga-Business Office	\$261.45	\$21.79	\$4.36	\$235.30
40055	Candler-Health System-Admissions	\$261.45	\$21.79	\$4.36	\$235.30
40056	Candler-Health System-Patient Services	\$261.45	\$21.79	\$4.36	\$235.30
40057	Nashville-Memorial Hsopital-Admissions	\$261.45	\$21.79	\$4.36	\$235.30
40058	Nashville-Memorial Hsopital-Emergency Room	\$261.45	\$21.79	\$4.36	\$235.30
40059	Phoebe Putney-Memorial Hospital-Surgicare	\$261.45	\$21.79	\$4.36	\$235.30
40060	Phoebe Putney-Memorial Hospital-Emergency Center	\$261.45	\$21.79	\$4.36	\$235.30
40061	Phoebe Putney-Memorial Hospital-Admissions	\$261.45	\$21.79	\$4.36	\$235.30
40062	Phoebe Putney-Memorial Hospital-Diagnostics	\$261.45	\$21.79	\$4.36	\$235.30
40063	Candler-Health System-Emergency Room	\$261.45	\$21.79	\$4.36	\$235.30
40064	Stringfellow-Memorial Hospital-Admissions	\$261.45	\$21.79	\$4.36	\$235.30
40065	NVS Inventory	\$261.45	\$21.79	\$4.36	\$235.30
40066	Meridia-South Pointe Hospital-Central Registration	\$261.45	\$21.79	\$4.36	\$235.30
40067	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$261.45	\$21.79	\$4.36	\$235.30
40068	Candler-Health System-Radiology	\$261.45	\$21.79	\$4.36	\$235.30
Printer Totals		\$4,183.20	\$348.64	\$69.76	\$3,764.80
Switch					
50007	Columbia/HCA-Upson Regional Medical Center-Admissions	\$521.25	\$43.44	\$8.69	\$469.12
50018	Offsite Ed Rieker's possession	\$898.04	\$74.84	\$14.97	\$808.23
50019	NVS Inventory	\$898.04	\$74.84	\$14.97	\$808.23

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
Switch Totals		<u>\$2,317.33</u>	<u>\$193.12</u>	<u>\$38.63</u>	<u>\$2,085.58</u>
Broadcaster					
60027	NVS Inventory	\$242.36	\$20.20	\$4.04	\$218.12
60028	NVS Inventory	\$226.70	\$18.89	\$3.78	\$204.03
60029	NVS Inventory	\$226.70	\$18.89	\$3.78	\$204.03
60030	Bulloch-Memorial Hospital-Emergency Room	\$226.70	\$18.89	\$3.78	\$204.03
Broadcaster Totals		<u>\$922.46</u>	<u>\$76.87</u>	<u>\$15.38</u>	<u>\$830.21</u>
Miscellaneous					
90000	NVS Computer Room	\$599.00	\$49.92	\$9.98	\$539.10
90001	NVS Computer Room	\$269.90	\$22.49	\$4.50	\$242.91
Miscellaneous Totals		<u>\$868.90</u>	<u>\$72.41</u>	<u>\$14.48</u>	<u>\$782.01</u>
March Monthly Totals		<u>\$34,158.14</u>	<u>\$2,846.60</u>	<u>\$569.31</u>	<u>\$30,742.23</u>
1996 April					
CPU					
10071	Nashville-Memorial Hospital-Emergency Room	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10072	Candler-Health System-Admissions	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10073	Meridia-South Pointe Hospital-Central Registration	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10074	Emory Clinic-Data Center-Server	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10075	Candler-Health System-Radiology	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10076	Candler-Health System-Emergency Room	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10078	St. Joseph's-Hospital-Reception	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10079	Georgia Baptist-Medical Center-Admissions	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10080	Stringfellow-Memorial Hospital-Admissions	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10081	NVS Inventory	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10082	Georgia Baptist-Medical Center-Emergency Room	\$1,230.45	\$82.03	\$20.51	\$1,127.91
10083	Bulloch-Memorial Hospital-Emergency Room	\$1,230.45	\$82.03	\$20.51	\$1,127.91
CPU Totals		<u>\$14,765.40</u>	<u>\$984.36</u>	<u>\$246.12</u>	<u>\$13,534.92</u>
Modem					
30134	Meridia-South Pointe Hospital-Central Registration	\$54.65	\$3.64	\$0.91	\$50.10
30135	Meridia-South Pointe Hospital-Central Registration	\$54.65	\$3.64	\$0.91	\$50.10
30136	Georgia Baptist-Medical Center-Admissions	\$54.65	\$3.64	\$0.91	\$50.10
30137	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10
30138	NVS Office	\$103.00	\$6.87	\$1.72	\$94.41
30139	Phoebe Putney-Memorial Hospital-Surgicare	\$103.00	\$6.87	\$1.72	\$94.41
30140	Phoebe Putney-Memorial Hospital-Admissions	\$103.00	\$6.87	\$1.72	\$94.41
30141	Phoebe Putney-Memorial Hospital-Diagnostics	\$103.00	\$6.87	\$1.72	\$94.41
30142	Phoebe Putney-Memorial Hospital-Emergency Center	\$103.00	\$6.87	\$1.72	\$94.41
30143	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10
30144	Georgia Baptist-Medical Center-Emergency Room	\$54.65	\$3.64	\$0.91	\$50.10
30145	St. Joseph's-Hospital-Reception	\$54.65	\$3.64	\$0.91	\$50.10
30146	NVS Office	\$54.65	\$3.64	\$0.91	\$50.10
30147	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10
30148	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10
30149	Georgia Baptist-Medical Center-Admissions	\$54.65	\$3.64	\$0.91	\$50.10
30150	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10
30151	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.10

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc
30152	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.
30153	NVS Inventory	\$54.65	\$3.64	\$0.91	\$50.1
	Modem Totals	<u>\$1,334.75</u>	<u>\$88.95</u>	<u>\$22.25</u>	<u>\$1,223.5</u>
Switch					
50020	Georgia Baptist-Medical Center-Emergency Room	\$872.98	\$58.20	\$14.55	\$800.2
50021	Georgia Baptist-Medical Center-Admissions	\$872.98	\$58.20	\$14.55	\$800.2
50022	Georgia Baptist-Medical Center-Patient Services	\$872.98	\$58.20	\$14.55	\$800.2
50023	NVS Inventory	\$872.98	\$58.20	\$14.55	\$800.2
50024	St. Joseph's-Hospital-Reception	\$908.95	\$60.60	\$15.15	\$833.2
50025	NVS Inventory	\$908.95	\$60.60	\$15.15	\$833.2
50026	NVS Inventory	\$908.95	\$60.60	\$15.15	\$833.2
50027	Stringfellow-Memorial Hospital-Admissions	\$521.25	\$34.75	\$8.69	\$477.8
50028	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$521.25	\$34.75	\$8.69	\$477.8
50029	Lake Shore-Hospital-Admissions	\$371.25	\$24.75	\$6.19	\$340.3
	Switch Totals	<u>\$7,632.52</u>	<u>\$508.85</u>	<u>\$127.22</u>	<u>\$6,996.4</u>
Broadcaster					
60031	Stringfellow-Memorial Hospital-Admissions	\$225.36	\$15.02	\$3.76	\$206.5
60032	NVS Inventory	\$225.36	\$15.02	\$3.76	\$206.5
60033	H. Lee Moffitt-Cancer Center and Research Institute-Appoint	\$225.36	\$15.02	\$3.76	\$206.5
60034	NVS Inventory	\$225.36	\$15.02	\$3.76	\$206.5
	Broadcaster Totals	<u>\$901.44</u>	<u>\$60.08</u>	<u>\$15.04</u>	<u>\$826.3</u>
	April Monthly Totals	<u>\$24,634.11</u>	<u>\$1,642.24</u>	<u>\$410.63</u>	<u>\$22,581.2</u>
1996 May					
Monitor					
20079	NVS Inventory	\$215.00	\$10.75	\$3.58	\$200.67
20080	Georgia Baptist-Medical Center-Patient Services	\$215.00	\$10.75	\$3.58	\$200.67
20081	St. Joseph's-Hospital-Reception	\$215.00	\$10.75	\$3.58	\$200.67
20082	Flowers-Hospital-Doctors Center	\$215.00	\$10.75	\$3.58	\$200.67
20083	East Alabama-Medical Center-Admissions	\$215.00	\$10.75	\$3.58	\$200.67
20084	Georgia Baptist-Medical Center-Admissions	\$215.00	\$10.75	\$3.58	\$200.67
	Monitor Totals	<u>\$1,290.00</u>	<u>\$64.50</u>	<u>\$21.48</u>	<u>\$1,204.02</u>
Modem					
30154	NVS Office	\$124.95	\$6.25	\$2.08	\$116.62
30155	NVS Office	\$103.00	\$5.15	\$1.72	\$96.13
30156	East Alabama-Medical Center-Admissions	\$103.00	\$5.15	\$1.72	\$96.13
30157	Bulloch-Memorial Hospital-Emergency Room	\$103.00	\$5.15	\$1.72	\$96.13
30158	Georgia Baptist-Medical Center-Emergency Room	\$103.00	\$5.15	\$1.72	\$96.13
30159	Georgia Baptist-Medical Center-Patient Services	\$103.00	\$5.15	\$1.72	\$96.13
30160	St. Joseph's-Hospital-Reception	\$103.00	\$5.15	\$1.72	\$96.13
30161	Candler-Health System-Radiology	\$103.00	\$5.15	\$1.72	\$96.13
30162	Georgia Baptist-Medical Center-Patient Services	\$103.00	\$5.15	\$1.72	\$96.13
	Modem Totals	<u>\$948.95</u>	<u>\$47.45</u>	<u>\$15.84</u>	<u>\$885.66</u>
Printer					
40069	St. Joseph's-Hospital-Reception	\$329.00	\$16.45	\$5.48	\$307.07
40070	Candler-County Hospital-Patient Services	\$329.00	\$16.45	\$5.48	\$307.07

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Current Balance
Printer Totals		\$658.00	\$32.90	\$10.96	\$614.14
May Monthly Totals		\$2,896.95	\$144.85	\$48.28	\$2,703.82
1996 June					
CPU					
10084	NVS Inventory	\$1,156.95	\$38.57	\$19.28	\$1,099.10
10085	NVS Inventory	\$1,156.95	\$38.57	\$19.28	\$1,099.10
10086	Lake Shore-Hospital-Admissions	\$1,156.95	\$38.57	\$19.28	\$1,099.10
10087	NVS Inventory	\$1,156.95	\$38.57	\$19.28	\$1,099.10
10088	NVS Inventory	\$1,156.95	\$38.57	\$19.28	\$1,099.10
10089	East Alabama-Medical Center-Admissions	\$1,156.95	\$38.57	\$19.28	\$1,099.10
CPU Totals		\$6,941.70	\$231.42	\$115.68	\$6,594.60
Monitor					
20086	NVS Inventory	\$215.00	\$7.17	\$3.58	\$204.25
20087	St. Claire-Regional Hospital-Admissions	\$215.00	\$7.17	\$3.58	\$204.25
20088	NVS Inventory	\$215.00	\$7.17	\$3.58	\$204.25
20089	NVS Inventory	\$215.00	\$7.17	\$3.58	\$204.25
20090	Medical Center-East-Admissions	\$215.00	\$7.17	\$3.58	\$204.25
20091	Lake Shore-Hospital-Admissions	\$215.00	\$7.17	\$3.58	\$204.25
20092	NVS Inventory	\$215.00	\$7.17	\$3.58	\$204.25
Monitor Totals		\$1,305.00	\$50.19	\$25.06	\$1,429.75
Modem					
30163	Candler-Health System-Patient Services	\$100.00	\$3.33	\$1.67	\$95.00
30164	NVS Inventory	\$100.00	\$3.33	\$1.67	\$95.00
30165	NVS Computer Room	\$100.00	\$3.33	\$1.67	\$95.00
30166	NVS Computer Room	\$100.00	\$3.33	\$1.67	\$95.00
30167	NVS Inventory	\$100.00	\$3.33	\$1.67	\$95.00
30168	NVS Inventory	\$100.00	\$3.33	\$1.67	\$95.00
30169	NVS Office	\$100.00	\$3.33	\$1.67	\$95.00
30170	NVS Inventory	\$100.00	\$3.33	\$1.67	\$95.00
30171	Columbia/HCA-Redmond Regional Medical Center-Emergen	\$100.00	\$3.33	\$1.67	\$95.00
30172	Southeast Georgia-Regional Medical Center-Emergency Roo	\$100.00	\$3.33	\$1.67	\$95.00
Modem Totals		\$1,000.00	\$33.30	\$16.70	\$950.00
Printer					
40071	Georgia Baptist-Medical Center-Admissions	\$187.95	\$6.27	\$3.13	\$178.55
40072	NVS Inventory	\$187.95	\$6.27	\$3.13	\$178.55
40073	Georgia Baptist-Medical Center-Patient Services	\$187.95	\$6.27	\$3.13	\$178.55
40074	Munroe-Regional Medical Center-Admissions	\$187.95	\$6.27	\$3.13	\$178.55
40075	Georgia Baptist-Medical Center-Emergency Room	\$187.95	\$6.27	\$3.13	\$178.55
40076	St. Claire-Regional Hospital-Admissions	\$187.95	\$6.27	\$3.13	\$178.55
40077	NVS Inventory	\$187.95	\$6.27	\$3.13	\$178.55
40078	Veterans Administration-Hospital-Admissions	\$187.95	\$6.27	\$3.13	\$178.55
40079	NVS Office	\$187.95	\$6.27	\$3.13	\$178.55
40080	NVS Inventory	\$187.95	\$6.27	\$3.13	\$178.55
40081	NVS Inventory	\$187.95	\$6.27	\$3.13	\$178.55
Printer Totals		\$2,067.45	\$68.97	\$34.43	\$1,964.05

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc		
		June	Monthly Totals	\$11,514.15	\$383.88	\$191.87	\$10,938.1
1996 July							
CPU							
10090	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10091	Veterans Administration-Hospital-Admissions	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10092	St. Claire-Regional Hospital-Admissions	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10093	Egleston Childrens Hospital-Atlanta, Ga-Emergency Room	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10094	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10095	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10096	Medical Center-East-Admissions	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10097	Promina Gwinnett-Joan Glancy-Emergency Room	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10098	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10099	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
10100	NVS Inventory	\$1,099.20	\$18.32	\$18.32	\$1,062.5		
		CPU Totals	\$12,091.20	\$201.52	\$201.52	\$11,688.1	
		July	Monthly Totals	\$12,091.20	\$201.52	\$201.52	\$11,688.1
1996 August							
Monitor							
20085	NVS Inventory	\$215.00	\$0.00	\$3.58	\$211.4		
20093	NVS Inventory	\$215.00	\$0.00	\$3.58	\$211.4		
20094	Flowers-Hospital-Admissions	\$215.00	\$0.00	\$3.58	\$211.4		
20095	NVS Inventory	\$215.00	\$0.00	\$3.58	\$211.4		
20096	NVS Inventory	\$215.00	\$0.00	\$3.58	\$211.4		
		Monitor Totals	\$1,075.00	\$0.00	\$17.90	\$1,057.1	
Modem							
30173	Medical Center-East-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30174	Candler-Health System-Emergency Room	\$105.00	\$0.00	\$1.75	\$103.25		
30175	Candler-Health System-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30176	Medical Center-East-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30177	Lake Shore-Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30178	Lake Shore-Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30179	St. Claire-Regional Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30180	Veterans Administration-Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30181	Veterans Administration-Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30182	St. Claire-Regional Hospital-Admissions	\$105.00	\$0.00	\$1.75	\$103.25		
30184	NVS Inventory	\$101.00	\$0.00	\$1.68	\$99.32		
30185	NVS Inventory	\$101.00	\$0.00	\$1.68	\$99.32		
30186	Promina Gwinnett-Joan Glancy-Emergency Room	\$101.00	\$0.00	\$1.68	\$99.32		
30187	Promina Gwinnett-Joan Glancy-Emergency Room	\$101.00	\$0.00	\$1.68	\$99.32		
30188	NVS Inventory	\$101.00	\$0.00	\$1.68	\$99.32		
30189	Promina Gwinnett-Howell Station-Outpatient	\$101.00	\$0.00	\$1.68	\$99.32		
		Modem Totals	\$1,656.00	\$0.00	\$27.58	\$1,628.42	
		August	Monthly Totals	\$2,731.00	\$0.00	\$45.48	\$2,685.52
		1996	Yearly Totals	\$114,181.00	\$8,138.17	\$1,902.98	\$104,139.85

Depreciated Paid For Equipment Master List By Month Paid

For Period August 1996

NVS Serial No	Location	Beginning Balance	Accumulated Depreciation	Current Month Depreciation	Curren Balanc
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Grand Totals	\$234,945.10	(A) 37,456.70	33,915.76	3193,572.8
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$33,915.76$
 $37,456.70$
 $3,540.94$

Accumulated, July 33,900.33 (page 18 capfd equip by 11/1/79-96)

Beq Accum (A)	37,456.70	
Add Dispositions	<u>443.75</u>	Dispositions Master List @
	37,900.45	
Rounding	<u>(.12)</u>	
	<u>37,900.33</u>	

Note: Dispositions amounts for
 Accum Dep on O.B. will be $(443.75 - .12)$
 443.63 Due to Rounding on the
 Program.

**National Verification Systems
Balance Sheet
As of April 30, 1996**

09/04/96

	Apr 30, '96
ASSETS	
Current Assets	
Checking/Savings	
100.010 - Checking - Wachovia	16,849.48
Total Checking/Savings	16,849.48
Accounts Receivable	
120.000 - Accounts Receivable	69,986.09
Total Accounts Receivable	69,986.09
Other Current Assets	
123.010 - Organizational Costs	
123.050 - Accumulated Amortization	-534.00
123.010 - Organizational Costs - Other	1,885.00
Total 123.010 - Organizational Costs	1,151.00
125.000 - Professional Patent & Trademark	
125.010 - Patent	8,287.19
125.020 - Trademark	627.18
Total 125.000 - Professional Patent & Trademark	8,914.38
Total Other Current Assets	10,045.38
Total Current Assets	96,880.95
Fixed Assets	
130.010 - Communications System	
130.500 - Accumulated Depreciation	-3,448.92
130.010 - Communications System - Other	13,642.31
Total 130.010 - Communications System	10,193.39
140.000 - Computer Equipment	
140.500 - Accumulated Depreciation	-28,789.38
140.000 - Computer Equipment - Other	207,618.66
Total 140.000 - Computer Equipment	180,829.28
150.000 - Computer Installation-Software	
150.500 - Accumulated Depreciation	-9,505.20
150.000 - Computer Installation-Software - Other	60,624.42
Total 150.000 - Computer Installation-Software	51,119.22
160.000 - Lease Hold Improvements	
160.010 - Atom Electric, Inc.	1,015.00
160.020 - Building Improvements	6,218.86
160.030 - Carpet	822.82
160.040 - Rollins Protective Services - A	1,429.04
160.050 - Wallcovering	790.34
160.500 - Accumulated Depreciation	-4,098.74
Total 160.000 - Lease Hold Improvements	6,177.32
170.000 - Office Furn and Equip	
170.010 - Artwork	687.80
170.020 - Exhibits Booths	3,997.35
170.030 - Furniture	6,179.87
170.040 - Office Equipment	3,695.48
170.050 - Plants	231.14
170.500 - Accumulated Depreciation	-4,497.82
Total 170.000 - Office Furn and Equip	10,493.72
Total Fixed Assets	258,812.93
Other Assets	
190.000 - Research & Development	
190.010 - Dan Mansfield	40,938.91
190.020 - John R.	3,283.00
Total 190.000 - Research & Development	44,221.91
Total Other Assets	44,221.91
TOTAL ASSETS	399,916.79
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
230.000 - Loan Payable	
230.010 - S.S Line of Credit	300,000.00

National Verification Systems
Balance Sheet
As of April 30, 1996

	Apr 30, '96
Total 230.000 · Loan Payable	300,000.00
Total Long Term Liabilities	300,000.00
Total Liabilities	300,000.00
Equity	
300.000 · Initial PIC	
300.010 · APTS	198.00
300.020 · ER	297.00
300.030 · NVS, Inc.	10.00
300.040 · SS	495.00
Total 300.000 · Initial PIC	1,000.00
302.000 · Paid in Capital	
302.010 · SS	
302.015 · APTS	10,000.00
302.010 · SS - Other	985,781.09
Total 302.010 · SS	995,781.09
Total 302.000 · Paid in Capital	995,781.09
310.000 · Retained Earnings	-688,385.37
Net Income	-208,479.93
Total Equity	99,915.79
TOTAL LIABILITIES & EQUITY	399,915.79

EXHIBIT 3.11

- **NVS, L.P. Federal and Georgia Partnership Income Tax Returns for the Year Ended December 31, 1995.**
- **NVS, L.P. Federal and Georgia Partnership Income Tax Returns for the Year Ended December 31, 1994.**
- **NVS, L.P. Federal and Georgia Partnership Income Tax Returns for the Year Ended December 31, 1993.**

Vacation Days and Sick Days Calculated for each NVS employee: 8/31/96

6.66 x number of months employed ÷ 8 hours gives number of vacation days accrued.

Employee	Date of Employment	Vacation Days Accrued	Vacation Days Taken	Total Vacation Days Left	Sick Days 1996	Sick Days Taken 1996	Sick Days Left 1996	Personal Days 1996	Personal Days Used	Personal Days Left
Chris Cronin	1/29/96	5.83	5	0.83	5	0	5	2	0	2
Rob Joines	5/30/95	12.49	7	5.49	5	0	5	2	0	2
Tim Humphries	4/3/95	14.15	13.5	1.65	5	0	5	2	0	2
Lisa McWhorter	2/1/94	25.81	22	3.81	5	4	1	2	0	2
Mike Miller	4/3/95	14.15	10.5	4.65	5	0	5	2	0	2
Nancy Moore	5/1/95	13.32	10	3.32	5	0	5	2	2	0
Foch Salem	2/05/96	5.83	0	5.83	5	0	5	2	0	2
Shana Golden	5/13/96	2.91	1	1.91						

EXHIBIT 3.22 (c)
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

Atty Dkt: 1693-2
C# M#

Edward C. RIEKER et al.

Group Art Unit: 2411

Serial No.: 08/248,459

Examiner: Verdun, H.

Filed: 24 May 1994

Title: AUTOMATED SYSTEM AND METHOD FOR PROVIDING REAL-TIME VERIFICATION OF HEALTH INSURANCE ELIGIBILITY

Date: May 14, 1996

Honorable Commissioner of Patents
and Trademarks
Washington, DC 20231

Sir:

RESPONSE/AMENDMENT/LETTER

This is a response/amendment/letter in the above-identified application and includes an attachment which is hereby incorporated by reference and the signature below serves as the signature to the attachment in the absence of any other signature thereon.

Fees are attached as calculated below:

Total effective claims after amendment (18) minus highest number previously paid for (20) (at least 20) = 0 x \$22	\$ 0.00
Independent claims after amendment (3) minus highest number previously paid for (3) (at least 3) = 0 x \$78	\$ 0.00
If proper multiple dependent claims now added for first time, add \$250 (ignore improper) ...	\$
Petition is hereby made to extend the current due date so as to cover the filing date of this paper and attachment(s) (\$110/1 month; \$380/2 months; \$900/3 months)	\$
Terminal disclaimer enclosed, add \$110	\$
First submission after Final Rejection pursuant to 37 C.F.R. 1.129(a) (\$750)	\$
Second submission after Final Rejection pursuant to 37 C.F.R. 1.129(a) (\$750)	\$
SUBTOTAL	\$ 0.00
If "small entity," then enter half (1/2) of subtotal and subtract [] Statement filed herewith	-\$()
Rule 56 Information Disclosure Statement Filing Fee (\$220)	\$
Assignment Recording Fee (\$40.00)	\$
TOTAL FEE ENCLOSED	\$ 0.00

The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Account No. 14-1140. A duplicate copy of this sheet is attached.

1100 North Glebe Road
8th Floor
Arlington, VA 22201-4714
Telephone: (703) 816-4000
Facsimile: (703) 816-4100

NIXON & VANDERHUYE P.C.

By Atty Robert W. Faris, Reg. No. 31,352

Signature: _____

Robert W. Faris 25,327

RWF:ajs

United States Patent [19]

[11] Patent Number: 5,230,048

Moy

[45] Date of Patent: Jul. 20, 1993

- [54] DATA PROCESSING SYSTEM WITH TREE AND LIST DATA STRUCTURE
- [75] Inventor: Diana Y. Moy, Wayland, Mass.
- [73] Assignee: Wang Laboratories, Inc., Lowell, Mass.
- [21] Appl. No.: 657,250
- [22] Filed: Feb. 15, 1991

Knuth, Addison-Wesley Publishing Company, 1973, 1968, §2.2.4, pp. 270-276.
 "Vol. 3/Sorting and Searching—The Art of Computer Programming", Donald E. Knuth, Addison-Wesley Publishing Company, 1973, §6.2.2, pp. 422-428.

Primary Examiner—Kevin A. Kriess
 Attorney, Agent, or Firm—Michael H. Shanahan

Related U.S. Application Data

- [60] Continuation of Ser. No. 274,529, Nov. 21, 1988, abandoned, which is a division of Ser. No. 983,495, Sep. 3, 1986, abandoned.
- [51] Int. Cl.³ G06F 15/40
- [52] U.S. Cl. 395/600; 364/DIG. 1; 364/282.1; 364/283.4; 364/283.1; 364/282.3
- [58] Field of Search 395/600, 700
- [56] References Cited

U.S. PATENT DOCUMENTS

4,330,822	5/1982	Dodson	364/200
4,468,728	8/1984	Wang	364/200
4,571,679	2/1986	Russell et al.	364/900
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4,621,339	11/1986	Wagner et al.	364/900
4,677,550	6/1987	Ferguson	364/200
4,677,588	6/1987	Benjamin et al.	364/900
4,815,030	3/1989	Cross et al.	364/900

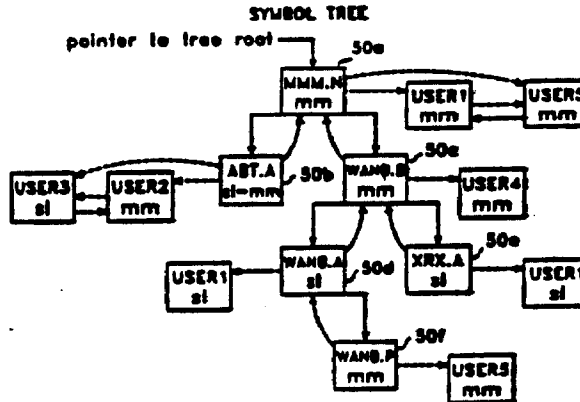
OTHER PUBLICATIONS

"Vol. 1/Fundamental Algorithms—The Art of Computer Programming Second Edition", Donald E.

[57] ABSTRACT

A multitask multiuser system provides for efficient transfer of data from a remote data base to individual subscribers and has particular utility in the distribution of stock market data. A primary provider distributes the incoming data directly to user tasks or to an inquiry provider or a monitor provider. The inquiry provider responds to specific inquiries by users for information in the data base. The monitor provider maintains lists of information which are being monitored by the host computer for individual users. The inquiry provider and the monitor provider do not repeat requests to the remote data base where a similar request is already pending from another user. Data transfer paths between task are established by a code module which may be linked to any of the tasks. The transfer paths are established using information from a configuration list and they are monitored by the operating system through a wait list established for each user tasks. Providers in the system may establish subscriber lists through the code module.

12 Claims, 7 Drawing Sheets



SYMBOL NODE
STOCK MARKET INFORMATION
SERVICE REQUEST SYMBOL
EXCHANGE
PRICE
USER LIST POINTERS
SYMBOL TREE POINTERS
SERVICE MINDING TABLE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)	
)	
National Verification Systems L.P.)	
)	
Serial No.: 74/522,779)	ATTN: BOX ITU
)	
Filed: May 10, 1994)	
)	
Mark: VERIQUEST)	

STATEMENT OF USE UNDER SECTION 2.88

Assistant Commissioner
for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Applicant is the owner of the above-identified application which was filed in the United States Patent and Trademark Office on May 10, 1994. In accordance with Rule 2.88 of the Trademark Rules of Practice, Applicant hereby submits this Statement of Use of the subject mark in interstate commerce as set forth more fully below.

Applicant is now using the mark VERIQUEST in interstate commerce in connection with computer software used to confirm patient health insurance status. The mark is used by applying it to the title page of the software, and in other manners common to the trade. Three specimens showing the mark as used in commerce are submitted herewith.

The mark VERIQUEST was first used in connection with computer software used to confirm patient health insurance status on May 1, 1994; was first used in interstate commerce in

Serial No. 74/522,779
VERIQUEST

connection with computer software used to confirm patient health insurance status on May 1, 1994, and is now in use in such commerce.

The requisite fee of \$100 is submitted herewith.

The undersigned, being sworn, states that: he is President of NVS Inc. and is authorized to execute this Statement of Use on behalf of National Verification Systems L.P.; he believes said limited partnership to be the owner of the mark VERIQUEST for computer software used to confirm patient health insurance status; the mark VERIQUEST is now in use in commerce for computer software used to confirm patient health insurance status; and that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

NATIONAL VERIFICATION SYSTEMS L.P.

Dated: 2-21-96

By: Stephen B. Sherrill

Steve Sherrill

President, NVS Inc. it's General Partner