

24

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<input checked="" type="checkbox"/> Ms. Ann Kresge Jones, Day, Reavis & Pogue 2727 North Harwood St. Dallas, TX 75201	
D. OPTIONAL DESIGNATION (if applicable):	
<input type="checkbox"/> LESSOR/LESSEE	<input type="checkbox"/> CONSIGNOR/CONSIGNEE
<input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME BMJ of Lake Tahoe, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 801 Cherry Street, Suite 1450		CITY Fort Worth	STATE TX
	COUNTRY USA	POSTAL CODE 76102	
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
	COUNTRY	POSTAL CODE	
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Bank of America, N.A., as Agent			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 101 North Tryon Street, 15th Floor		CITY Charlotte	STATE NC
	COUNTRY USA	POSTAL CODE 28255	

4. This FINANCING STATEMENT covers the following types or items of property:  
 All Debtor's rights, title and interests in and to the collateral as listed on Exhibit A, attached hereto.

NV-Douglas County

5. CHECK BOX (if applicable)	<input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional date may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S)	08528	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
BMJ of Lake Tahoe, Inc	0476547	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

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**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

Debtor:           BMJ of Lake Tahoe, Inc.  
                    801 Cherry Street, Suite 1450  
                    Fort Worth, Texas 76102

Secured Party: Bank of America, N.A., as Agent  
                    101 North Tryon Street, 15th Floor  
                    Charlotte, North Carolina 28255

1.    Collateral.    This Financing Statement covers all of the following property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a)   all Chattel Paper;
- (b)   all Documents;
- (c)   all Equipment and Fixtures;
- (d)   all General Intangibles;
- (e)   all Instruments;
- (f)   all Intellectual Property;
- (g)   all Inventory;
- (h)   all Investment Property;
- (i)   all lockbox accounts, investment accounts, money market accounts, deposit accounts, and other accounts of any kind or character and all funds and investments from time to time in such accounts ;
- (j)   all Receivables;
- (k)   all books and records, including, without limitation, all computer disks, computer tapes and other computer records, pertaining to the Collateral; and
- (l)   to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

2. Definitions. (a) The following terms which are defined in the Uniform Commercial Code in effect in the State of Texas are used in this Exhibit A as so defined: Accounts, Chattel Paper, Documents, Equipment, Instruments and Inventory. The meanings given to terms defined herein shall be applicable to both singular and plural forms of such terms.

(b) For purposes of this Exhibit A the following terms shall have the following meanings:

"Affiliated Provider": means any Person that employs physicians for the purpose of rendering medical care and that has entered into a Service Agreement with the Debtor or any of its Subsidiaries, and any individual physician or other licensed health care provider, including, but not limited to, a physician's assistant or nurse practitioner, who is employed by such Person.

"Capital Stock": means, as to any Person, the equity interests in such Person, including, without limitation, the shares of each class of capital stock in any Person that is a corporation, each class of partnership interest (including, without limitation, general, limited and preference units) in any Person that is a partnership, and each class of member interest in any Person that is a limited liability company and any and all warrants or options to purchase any of the foregoing.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming the Debtor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Fixtures": means all items of Equipment, whether now owned or hereafter acquired, that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles": all "general intangibles" as such term is defined in Section 9.106 of the Uniform Commercial Code in effect in the State of Texas and, in any event, shall include, without limitation, with respect to the Debtor, all claims, actions, choses in action, tax refunds, claims for tax refunds, goodwill, insurance policies (including split-dollar life insurance policies), proceeds of insurance policies and all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Debtor is a party or under which the Debtor has any right, title or interest or to which the Debtor or any property of the Debtor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all

rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or surety thereunder, (iii) all rights of the Debtor to damages arising thereunder and (iv) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans or advances made by the Debtor to any of its Subsidiaries or to an Affiliated Provider.

"Investment Property": all "investment property" as such term is defined in Section 9.115(b) of the Uniform Commercial Code in effect in the State of Texas on the date hereof and, in any event, shall include the Pledged Securities.

"Issuers": the collective reference to each issuer of a Pledged Security.

"Patents": (i) all letters patent of the United States or any other country, or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

"Person": means an individual, partnership, corporation, limited liability company, limited liability partnership, business trust, joint stock company, trust, unincorporated association, joint venture, professional corporation, professional association, governmental or regulatory authority or other entity of whatever nature.

"Physician Group": means any professional corporation or professional association that employs or contracts with one or more licensed physicians for the purpose of engaging in the delivery of medical care.

"Pledged Notes": all Intercompany Notes at any time issued to or held by the Debtor and all other promissory notes issued to or held by the Debtor, together with all security for such promissory notes.

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": all shares of Capital Stock of any Subsidiary of the Debtor, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of such Capital Stock of any Issuer that may be issued or granted to, or held by, the Debtor.

"Proceeds": all "proceeds" as such term is defined in Section 9.306(a) of the Uniform Commercial Code in effect in the State of Texas and, in any event, shall include, without limitation, all insurance proceeds and all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Receivable": the Debtor's right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account). The term "Receivable" shall include, without limitation, any Receivable assigned to the Debtor by an Affiliated Provider or any other Person.

"Service Agreement": any agreement pursuant to which the Debtor provides management services, facilities, personnel, equipment, supplies or other services to a Physician Group or an independent physicians association, as such agreement may be amended, modified or supplemented from time to time.

"Subsidiary": of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate or other Person of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark.

REQUESTED BY  
*Jones Day et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

1999 SEP 14 AM 11:28

LINDA SLATER  
RECORDER

*24<sup>00</sup>* PAID *K2* DEPUTY

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