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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)	
Ms. Ann Kresge Jones, Day, Reavis & Pogue 2727 North Harwood St. Dallas, TX 75201-1515	

D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING

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

1a. ENTITY'S NAME Swanson Orthopedic Medical Corporation, Professional Corporation					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 212 Elks Point Plaza, Suite 200		CITY Zephyr Cove	STATE NV	COUNTRY USA	POSTAL CODE 89448
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)

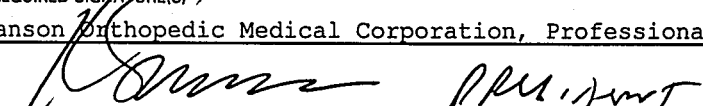
3a. ENTITY'S NAME ProMedCo of Northern Nevada, Inc.					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 801 Cherry Street, Suite 1450		CITY Fort Worth	STATE TX	COUNTRY USA	POSTAL CODE 76102

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.

08544

NV-Douglas County

5. CHECK <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) Swanson Orthopedic Medical Corporation, Professional Corporation 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
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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Additional Assignee Information

Assignee 1

Bank of America, N.A., as Agent
101 North Tryon Street, 15th Floor
Charlotte, NC 28255

COPY

CC

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

Debtor: Swanson Orthopedic Medical Corporation,
Professional Corporation
212 Elks Point Plaza, Suite 200
Zephyr Cove, NV 89448

Secured Party: ProMedCo of Northern Nevada, Inc.
801 Cherry Street, Suite 1450
Fort Worth, Texas 76102

All of Debtor's "Pre-Termination Accounts Receivable," whether now existing or hereafter arising, as well as all proceeds of the foregoing, all payments made in respect thereof, and all rights related thereto, including without limitation all amounts deposited in any deposit account of Debtor. The term "Pre-termination Accounts Receivable" shall mean all of Debtor's accounts as such term is defined in the Uniform Commercial Code, whether now or hereafter arising, and all rights to receive payment for medical services rendered by the Debtor or the Debtor's employees or partners prior to the effective date of any expiration or termination of any Service Agreement (as hereinafter defined) now or hereafter entered into, as the same may be amended from time to time, between Debtor and Secured Party. The term Service Agreement shall mean any agreement pursuant to which the Secured Party provides management services, facilities, personnel, equipment, supplies or other services to the Debtor.

REQUESTED BY
Jones Day Reavis & Pogue
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT -4 AM 11: 36

LINDA SLATER
RECORDER

22.00
PAID *KJ* DEPUTY

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