

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM N-UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

IMPORTANT: Read instructions before filling out form. This form must be accompanied by appropriate fees.

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		ProMedCo of Northern Nevada, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 801 Cherry Street, Suite 1450		1C. CITY, STATE Fort Worth, TX		1D. ZIP CODE 76102	
1E. RESIDENCE ADDRESS 801 Cherry Street, Suite 1450		1F. CITY, STATE Fort Worth, TX		1G. ZIP CODE 76102	
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)				2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE		2D. ZIP CODE	
2E. RESIDENCE ADDRESS		2F. CITY, STATE		2G. ZIP CODE	
3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET					
4. SECURED PARTY NAME Bank of America, N.A., as Agent MAILING ADDRESS 101 North Tryon St., 15th Floor CITY Charlotte STATE NC ZIP CODE 28255				4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE				5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted). All accounts, accounts receivable, chattel paper, contract rights, deposit accounts, documents, instruments, general intangibles, equipment, fixtures, inventory, securities and investment property of the Debtor, whether now owned or existing or hereafter acquired, and all products and proceeds thereof. Without limiting or being limited by the foregoing, this Financing Statement also covers the types of items or property described on Exhibit A attached hereto.					
6A. _____		6C. \$ _____		6B. _____	
SIGNATURE OF RECORD OWNER		MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)			
6B. _____					
(TYPE) RECORD OWNER OF REAL PROPERTY					
7. Check if Applicable	A. <input type="checkbox"/> Proceeds of collateral are also covered NRS 104.9306	B. <input type="checkbox"/> Products of collateral are also covered. NRS 104.9402	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required). NRS 104.9402	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required). NRS 104.9402	
8. Check if Applicable	<input type="checkbox"/> DEBTOR IS A "PUBLIC UTILITY" IN ACCORDANCE WITH NRS 105.010			NV-Douglas County	

THIS SPACE FOR USE OF FILING OFFICER

9. Date _____

By Deborah Johnson
SIGNATURE(S) OF DEBTOR(S) Deborah Johnson (TITLE) Sr. V.P.
ProMedCo of Northern Nevada, Inc.
TYPE NAME(S)

By _____
SIGNATURE(S) OF SECURED PARTY(IES) Bank of America, N.A., as Agent (TITLE)
TYPE NAME(S)

11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

08641

10. Return acknowledgment to:

NAME ADDRESS CITY, STATE AND ZIP

Capitol Services, Inc.
P.O. Box 1831 Austin TX 78767
800/345-4647

Trust Account Number (if applicable)

0501523

BK1000PG2992

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

Debtor: ProMedCo of Northern Nevada, 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 Contracts;
- (c) all Documents;
- (d) all Equipment and Fixtures;
- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;
- (i) all Investment Property;
- (j) the Lockbox Accounts and all 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;
- (k) all Receivables;
- (l) all other property of any kind or character not otherwise described above;
- (m) all books and records, including, without limitation, all computer disks, computer tapes and other computer records, pertaining to the Collateral; and

- (n) 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 the singular and plural forms of such terms.

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

"Affiliated Providers": 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.

"Contracts": means each Service Agreement and Deposit Agreement, whether now in effect or hereafter entered into by the Debtor, as any of the same may be amended, supplemented or otherwise modified from time to time, 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 guaranty thereunder, (iii) all rights of the Debtor to damages arising thereunder, and (iv) all rights of the Debtor to perform and to exercise all rights and remedies thereunder.

"Copyrights": means (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": means 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.

"Deposit Agreement": means any agreement among a Depository Bank, the Debtor and the relevant Affiliated Provider, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"Depository Bank": means each bank which shall enter into a Deposit Agreement as a "Depository Bank" thereunder and as defined therein.

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

"General Intangibles": means 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": means 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": means any promissory note evidencing loans or advances made by the Debtor to ProMedCo Management Company or any of its Subsidiaries or to an Affiliated Provider.

"Investment Property": means 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 and, in any event, shall include the Pledged Securities.

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

"Lockbox Account": means a deposit account at a Lockbox Bank in the name of the Debtor established pursuant to a Lockbox Agreement.

"Lockbox Agreement": means any agreement among the Debtor, a Lockbox Bank and the Secured Party, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"Lockbox Bank": means each bank which shall enter into a Lockbox Agreement as the "Lockbox Bank" thereunder and as defined therein.

"Patents": means (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": means 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 (a) any individual physician or other licensed health care provider, (b) 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, and (c) any physician practice management company owned or controlled by the physician owners of such company.

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

"Pledged Stock": means all 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": means 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": means 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": means 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": means (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": means any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark.

REQUESTED BY
Capital Services Inc
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 OCT 17 AM 11:40

LINDA SLATER
RECORDER

\$20⁰⁰ PAID K2 DEPUTY

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