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Division of Corporations

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Florida Department of State  
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To:

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From:

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Phone : (850)521-1000  
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FLORIDA

**SXK**

**MERGER OR SHARE EXCHANGE**

**POINTE WEST ONCOLOGY, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$108.00

77.50

**M03-107**  
**OK**

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**CERTIFICATE OF MERGER  
OF  
PARK SOUTH RADIATION ONCOLOGY CENTER, LTD.  
INTO  
POINTE WEST ONCOLOGY, LLC**

**Dated: July 10, 2003**

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act the undersigned limited liability company

**DORS HEREBY CERTIFY:**

**FIRST:** The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Park South Radiation Oncology Center, Ltd. A33437	Florida
Pointe West Oncology, LLC M03-107	Delaware

**SECOND:** An Agreement and Plan of Merger has been approved and executed by Park South Radiation Oncology Center, Ltd. and Pointe West Oncology, LLC.

**THIRD:** The name of the surviving Delaware limited liability company is Pointe West Oncology, LLC.

**FOURTH:** The merger of Park South Radiation Oncology Center, Ltd. into Pointe West Oncology, LLC shall be effective upon the filing of each of: (i) this Certificate of Merger with the Secretary of State of the State of Delaware, and (ii) the Articles of Merger with the Secretary of State of the State of Florida.

**FIFTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company. The address of the principal place of business of the surviving limited liability company is 6215 21st Avenue West, Bradenton, Florida 34206.

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**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the constituent limited liability company or partner of the constituent limited partnership.

POINTE WEST ONCOLOGY, LLC

By 

Name: Jeffrey A. Goffman

Title: Manager

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**ARTICLES OF MERGER  
OF  
PARK SOUTH RADIATION ONCOLOGY CENTER, LTD.  
INTO  
POINTE WEST ONCOLOGY, LLC**

**Dated: July 10, 2003**

Pursuant to Section 620.203 of the Florida Revised Uniform Limited Partnership Act, the undersigned

**DO HEREBY CERTIFY:**

**FIRST:** The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Park South Radiation Oncology Center, Ltd.	Florida
Pointe West Oncology, LLC	Delaware

**SECOND:** The surviving entity's name and the address of its principal office are as follows:

<u>Name of Surviving Entity</u>	<u>Principal Office of the Surviving Entity</u>
Pointe West Oncology, LLC	6215 21 <sup>st</sup> Avenue West, Bradenton Florida, 34206

**THIRD:** The Plan of Merger is attached hereto as Exhibit A. The Plan of Merger was approved by (i) Park South Radiation Oncology Center, Ltd. in accordance with the applicable provisions of the Florida Revised Uniform Limited Partnership Act (Chapter 620) and (ii) Pointe West Oncology, LLC in accordance with the laws of the State of Delaware.

**FOURTH:** The merger of Park South Radiation Oncology Center, Ltd. into Pointe West Oncology, LLC shall be effective upon the filing of each of: (i) these Articles of Merger with the Secretary of State of the State of Florida; and (ii) the Certificate of Merger with the Secretary of State of the State of Delaware.

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**FIFTH:** Pointe West Oncology, LLC is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting partners of Park South Radiation Oncology Center, Ltd.

**SIXTH:** Pointe West Oncology, LLC has agreed to promptly pay to the dissenting partners of Park South Radiation Oncology Center, Ltd. the amount, if any, to which they are entitled under Section 620.205 of the Florida Revised Uniform Limited Partnership Act.

**PARK SOUTH RADIATION ONCOLOGY  
CENTER, LTD.**

By: MICA FLO IL, Inc., its general partner

By \_\_\_\_\_  
Name: Jeffrey A. Goffman  
Title: President and Chief Executive Officer

**POINTE WEST ONCOLOGY, LLC**

By \_\_\_\_\_  
Name: Jeffrey A. Goffman  
Title: Manager

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of this 10th day of July, 2003 by and between Park South Radiation Oncology Center, Ltd., a Florida limited partnership (the "Partnership"), and Pointe West Oncology, LLC, a Delaware limited liability company (the "LLC").

### RECITALS

A. OnCURE Medical Corp., a Delaware corporation ("OnCURE"), is the sole limited partner of the Partnership and MICA FLO II, Inc., a Delaware corporation ("MICA FLO II"), is the sole general partner of the Partnership (OnCURE and MICA FLO II, in their capacity as partners of the Partnership, are referred to collectively herein as, the "Partners");

B. OnCURE and MICA FLO II are the sole members of the LLC (OnCURE and MICA FLO II, in their capacity as members of the LLC, are referred to collectively herein as, the "Members").

C. The Partners and the Members and the managers of the LLC have determined that it is in the best interests of their respective companies to consummate the business combination transaction provided for herein in which the Partnership will, subject to the terms and conditions set forth herein, merge with and into LLC (the "Merger") pursuant to the Florida Revised Uniform Limited Partnership Act ("FULPA") and the Delaware Limited Liability Company Act ("DLCA") and upon the terms and conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

#### ARTICLE I THE MERGER

Section 1.1 The Merger. On the Effective Date (as defined below), the Partnership shall be merged into the LLC, the separate existence of the Partnership shall cease and the LLC (following the Merger referred to as the "Surviving Company") shall operate under the name "Pointe West Oncology, LLC" by virtue of, and shall be governed by, the laws of the State of Delaware.

Section 1.2 Plan and Agreement of Merger. This Agreement shall constitute a plan of merger for purposes of the FULPA and an agreement of merger for purposes of the DLCA.

Section 1.3 Effective Time. As promptly as practicable after the date hereof, the Partnership and LLC shall duly execute and file: (i) a certificate of merger, in the form of Exhibit A (the "Delaware Certificate of Merger") with the Secretary of State of the State of

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Delaware (the "Delaware Secretary") in accordance with Section 18-209 of the DLLCA; and (ii) articles of merger, in the form of Exhibit B (the "Florida Certificate of Merger") with the Secretary of State of the State of Florida (the "Florida Secretary") in accordance with Section 620.203 of the FULPA. The Merger shall become effective on the date (the "Effective Date") and at such time (the "Effective Time") as (x) the Delaware Certificate of Merger is filed with the Delaware Secretary and (y) the Florida Certificate of Merger is filed with the Florida Secretary.

Section 1.4 Partnership Interest. As of the Effective Time of the Merger, by virtue of the Merger, all partnership interests in the Partnership shall automatically be surrendered and extinguished and shall not be converted in any manner.

Section 1.5 LLC Interest. The membership interests of the LLC shall not be converted or exchanged in any manner in connection with the Merger. As of the Effective Time of the Merger, the membership interests of the LLC shall represent the membership interests in the Surviving Company.

## ARTICLE II THE SURVIVING COMPANY

Section 2.1 Certificate of Formation. At and after the Effective Time, the certificate of formation of LLC shall be the certificate of formation of the Surviving Company (the "Certificate of Formation"), until thereafter amended as provided by law.

Section 2.2 Operating Agreement. At and after the Effective Time, the operating agreement of LLC shall be the operating agreement of the Surviving Company (the "Operating Agreement"), until thereafter amended as provided by law.

Section 2.3 Management of the Surviving Company. The name and address of the initial managers of the Surviving Company are as follows:

Jeffrey A. Goffman  
610 Newport Center Drive, Suite 350  
Newport Beach, CA 92660

Richard A. Baker  
610 Newport Center Drive, Suite 350  
Newport Beach, CA 92660

Dr. Shyam B. Paryani  
610 Newport Center Drive, Suite 350  
Newport Beach, CA 92660

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**ARTICLE III**  
**TRANSFER AND CONVEYANCE OF ASSETS**  
**AND ASSUMPTION OF LIABILITIES**

**Section 3.1 Effect of the Merger.** At the Effective Date of the Merger, the Merger shall have the effects specified in the FULPA, the DLLCA and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date of the Merger, the Surviving Company shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; the rights, privileges, powers and franchises of the Partnership and the LLC, and all property, real, personal and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company, as they were of the respective constituent entities, and the title to any real estate whether by deed or otherwise vested in the Partnership and the LLC or either of them, shall not revert to be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

**Section 3.2 Additional Actions.** If, at any time after the Effective Date of the Merger, the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of the Partnership acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Partnership and its proper officers and directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement. The proper officers and directors of the Surviving Company are fully authorized in the name of the Partnership or otherwise to take any and all such action.

**ARTICLE IV**  
**GENERAL PROVISIONS**

**Section 4.1 Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 4.2 Counterparts; Effectiveness.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.



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IN WITNESS WHEREOF, the Partnership and LLC have caused this Agreement to be executed by their respective authorized signatories thereunto duly authorized as of the date first above written.

PARK SOUTH RADIATION ONCOLOGY  
CENTER, LTD.

By: MICA FLO II, Inc. (its general partner)

By: \_\_\_\_\_

Name: Jeffrey A. Guttman

Title: President and Chief Executive Officer

POINTE WEST ONCOLOGY, LLC

By: \_\_\_\_\_

Name: Jeffrey A. Guttman

Title: Manager