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1.) _____
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ARTICLES OF MERGER
Merger Sheet

MERGING:

SMITH WILLIAMS SHOPE KASPER, INC., a Florida corporation 535319

INTO

QUALITY ONCOLOGY OF BOCA RATON, INC., a Florida corporation, P97000006264

File date: March 27, 1997

Corporate Specialist: Annette Hogan

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TALLAHASSEE, FLORIDA

CERTIFICATE AND ARTICLES OF MERGER

SMITH WILLIAMS SHOPE KASPER, INC., *a Florida corporation,*

into

QUALITY ONCOLOGY OF BOCA RATON, INC., *a Florida corporation*

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, as amended (the "Act"), Smith Williams Shope Kasper, Inc., a Florida corporation ("Smith"), and Quality Oncology of Boca Raton, Inc., a Florida corporation ("Quality"), hereby adopt the following Certificate and Articles of Merger for the purpose of merging Smith into Quality (the "Merger"):

1. Smith shall be merged with and into Quality, and Quality shall be the surviving corporation of the Merger, pursuant to the Acquisition Agreement and Plan of Merger dated as of February 28, 1997, attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement").

2. The name of the surviving corporation shall be Quality Oncology of Boca Raton, Inc.

3. The effective time and date of the Merger shall be 12:00 P.M. (Eastern Standard Time) on February 28, 1997.

4. The Agreement was approved, adopted, certified, executed and acknowledged by unanimous joint written consent in lieu of a special meeting by the shareholders and members of the Board of Directors of Smith on January 23, 1997 in accordance with Section 607.1105 of the Act, and by unanimous joint written consent in lieu of a special meeting by the shareholders and members of the Board of Directors of Quality on February 14, 1997 in accordance with Section 607.1105 of the Act.

5. The Amended and Restated Articles of Incorporation of Quality, as attached hereto as Exhibit "B", shall constitute the Articles of Incorporation of the surviving corporation.

6. Pursuant to the Agreement, all of the issued and outstanding shares of capital stock of Smith shall be converted into shares of capital stock of Quality and all of the issued and outstanding shares of capital stock of Smith shall be canceled.

7. The executed Agreement is on file at the principal place of business of Quality, the address of which is 1200 S. Pine Island Road, Suite #170, Plantation, Florida 33324.

8. A copy of the Agreement will be furnished by Quality, on request and without cost, to any shareholder of Smith or Quality.

IN WITNESS WHEREOF, this Certificate and Articles of Merger have been executed on behalf of Smith and Quality by their authorized officers on January 27, 1997.

SMITH WILLIAMS SHOPE KASPER, INC.

By: _____
Phillip C. Smith, M.D., *President*

QUALITY ONCOLOGY OF BOCA RATON, INC.

By: _____
Phillip C. Smith, M.D., *President*

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of January, 1997, by Phillip C. Smith, M.D., in his capacity as President of Smith Williams Shope Kasper, Inc., a Florida corporation, and as President of Quality Oncology of Boca Raton, Inc., a Florida corporation. He (X) is personally known to me or ( ) has produced _____ as identification.

_____
Notary Public, State of Florida
PrintName: CAROL ANN GUSHUE

OFFICIAL NOTARY SEAL
CAROL ANN GUSHUE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC367548
MY COMMISSION EXP. APR. 21,1998

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EXHIBIT A

Acquisition Agreement and Plan of Merger

ACQUISITION AGREEMENT AND PLAN OF MERGER

THIS ACQUISITION AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of this 28th day of February, 1997, by and between Smith Williams Shope Kasper, Inc., a Florida corporation (the "Company"), Quality Oncology, Inc., a Florida corporation ("QO"), and Quality Oncology of Boca Raton, Inc., a Florida corporation (the "Subsidiary") (the Company and Subsidiary are sometimes referred to as the "Constituent Corporations").

Preliminary Statements

WHEREAS, Quality Oncology, L.C., a Florida limited liability company ("LC"), and the Company entered into a letter of intent, dated August 22, 1996 (the "Letter of Intent"), which contemplated the acquisition by LC, or its assigns, of substantially all of the assets of the Company in a tax-free merger pursuant to Section 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, LC assigned all of its rights under the Letter of Intent to QO, and QO wishes to acquire substantially all of the assets of the Company solely in exchange for shares of voting capital stock of QO;

WHEREAS, QO directly owns all of the outstanding shares of stock of Subsidiary; and

WHEREAS, the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their shareholders that the Company be merged with and into the Subsidiary (the "Merger").

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Terms

ARTICLE 1. THE MERGER.

1.1 The Merger. Upon the terms and subject to the conditions contained in this Agreement, on the Effective Date, as hereinafter defined, the Company shall be merged with and into Subsidiary in accordance with the Florida Business Corporation Act (the "FBCA") and the separate existence of the Company shall thereupon cease for all purposes, and Subsidiary, as the surviving corporation in the Merger (sometimes referred herein as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida. This Merger shall have the effect set forth in the FBCA.

1.2 Effective Date of Merger. After the execution of this Agreement, Articles of Merger will be duly prepared, executed and acknowledged by the Constituent Corporations,

and thereafter delivered to the Department of State of the State of Florida for filing as provided in the FBCA, as soon as practicable on or after the Closing Date, as hereinafter defined. The Merger shall become effective on February 28, 1997 (the "Effective Date").

1.3 Closing Date. The closing of the Merger will take place on the date and time to be specified by the parties hereto at the offices of Zack, Sparber, Kosnitzky, Spratt & Brooks, P.A. (the "Firm") or at such other date, time and place as the parties may agree.

ARTICLE 2. CERTIFICATE OF INCORPORATION, BYLAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION.

2.1 Effects of the Merger. On the Effective Date, the separate existence of the Company shall cease and the Company shall be merged into Subsidiary. At and after the Effective Date, the Surviving Corporation shall possess all the assets, rights and privileges, and shall be subject to all of the restrictions and liabilities of each of the Constituent Corporations, as provided in the FBCA.

2.2 Certificate of Incorporation. The Amended and Restated Articles of Incorporation of the Surviving Corporation, as attached to that certain Certificate and Articles of Merger, shall constitute the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such articles.

2.3 Bylaws. The Bylaws of the Company in effect immediately prior to the Effective Date of the Merger shall constitute the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by law, the articles of incorporation of the Surviving Corporation or by such Bylaws.

2.4 Directors and Officers. The members of the Board of Directors of Subsidiary immediately prior to the Effective Date of the Merger shall constitute the Board of Directors of the Surviving Corporation, and the officers of Subsidiary immediately prior to the Effective Date of the Merger shall constitute the officers of the Surviving Corporation. Such directors and officers shall serve until their successors shall have been duly elected or appointed and shall qualify until otherwise provided by law, the articles of incorporation or the Bylaws of the Surviving Corporation.

ARTICLE 3. CONVERSION AND EXCHANGE OF SHARES.

3.1 Conversion. On the Effective Date, the issued and outstanding shares of capital stock of the Company (the "Company Stock") immediately prior to the Effective Date shall by virtue of the Merger be automatically converted into shares of QO common stock, par value $.001 per share (the "QO Stock"), at a rate of 95.53 shares of QO Stock for each share of the Company Stock. Fractional shares of the QO Stock may be issued on the conversion.

No shares of capital stock of the Subsidiary shall be converted, exchanged or transferred as a result of the Merger.

3.2 Post-Closing Adjustment. As soon as practicable after the Effective Date, the Company will cause the preparation of a balance sheet of the Company as of December 31, 1996, related statements of operation and earnings (deficit) and changes in financial position for the period ending December 31, 1996 and the supporting schedules (collectively, the "'96 Financial Statements"). The '96 Financial Statements shall be prepared by a certified public accountant reasonably acceptable to QO in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis and shall present fairly the financial position of the Company as of the date thereof, and the results of operations of the Company for the period stated therein. Immediately upon completion, the '96 Financial Statements shall be delivered to QO for review and evaluation. QO and the shareholders of the Company shall determine whether the amount of QO Stock received by the shareholders of the Company hereunder shall be increased or decreased, as the case may be, to reflect the information provided in the '96 Financial Statements. Provided there is no dispute between QO and the shareholders of the Company as to such adjustment, QO shall promptly issue additional shares of QO Stock to the shareholders of the Company or the shareholders of the Company shall promptly return shares of QO Stock to QO for cancellation, as the case may be. In the event there is a dispute as to the adjustment in the number of shares of QO Stock received by the shareholders of the Company, QO and the shareholders of the Company shall resolve such dispute in accordance with the arbitration provisions of set forth in Exhibit 3.2 attached hereto and incorporated herein.

3.3 Closing of Books. On the Effective Date, the stock transfer book of the Company shall be closed and no transfer of the Company Stock shall thereafter be made.

3.4 No Further Ownership Rights. All shares of QO Stock issued upon the surrender of shares of the Company Stock shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of the Company Stock.

3.5 Non-Assignment. Notwithstanding the foregoing, in the event the Merger causes a breach, default or termination in any of the Company's Contracts, as hereinafter defined, such Contract shall not be transferred to the Surviving Corporation but shall be retained by an entity owned by those persons owning capital stock of the Company immediately prior to the date hereof and rendering services substantially similar to those services rendered by the Company.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

As of the date hereof and as of the Effective Date, the Company represents and warrants as follows:

4.1 Organization; Existence; Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has the corporate power to own all of its property and assets and to carry on its business as presently conducted. Subject to the approval of the Merger by the shareholders of the Company, the Company has the corporate power and is duly authorized by all necessary corporate action to merge with the Subsidiary pursuant to this Agreement. Subject to such stockholder approval, the Board of Directors of the Company has taken all action required by law, its articles of incorporation and Bylaws, or otherwise to authorize the execution and delivery of this Agreement.

4.2 Binding Agreement; Recommendation from Board. This Agreement is a valid, binding agreement of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditor rights generally and the availability of equitable remedies which is within the discretion of the appropriate court. The Board of Directors of the Company has recommended the adoption of this Agreement and the consummation of the Merger to the Company shareholders. The execution and delivery of this Agreement does not, and subject to such stockholder approval, the consummation of the Merger will not, violate any provision of the Company's articles of incorporation or Bylaws, or any provisions of, or result in the acceleration of, or entitle any party to accelerate (whether after the giving of notice or lapse of time or both), any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any material part of the property of the Company pursuant to any provision of, any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree to which the Company is a party or by which it is bound and, subject to required governmental filings and consents referred to in Section 4.8, if any, will not violate or conflict with any other material restriction of any kind or character to which the Company is subject. The copies of the Company's articles of incorporation and Bylaws delivered to QO, and attached hereto under Exhibit 4.2, are complete and correct and in full force and effect as of the date hereof.

4.3 Financial Statements. The balance sheets of the Company as of November 30, 1996 and the related statements of operation and earnings (deficit) and changes in financial position for the 11 month period ending November 30, 1996 together with the notes thereto, if any; copies of all of which have been furnished to QO by the Company (collectively, the "Company Financial Statements"), present fairly the financial position of the Company as of the dates thereof, and the results of operations of the Company for the period stated therein.

4.4 Ownership of Properties. The Company has good and marketable title to all of the assets and properties owned by it, including all of the tangible and intangible property reflected in the Company Financial Statements (except that disposed of in the ordinary course of business since such date), and all such property acquired since such date (and not disposed of in the ordinary course of business), free and clear of any liens, claims, charges, options or other encumbrances other than (i) as referred to in the Company Financial Statements, (ii)

liens for taxes not yet due and payable or being contested in good faith by appropriate proceedings and (iii) such liens, charges, encumbrances and imperfections of title, if any, as do not materially affect the value or interfere with the present use of such properties.

4.5 No Litigation. Except as disclosed by the Company in Exhibit 4.5, there are no private or governmental proceedings against the Company pending or to the knowledge of the Company threatened which if decided adversely could have a material adverse effect on the business, financial condition or results of operations of the Company taken, nor are there any material judgments, decrees or orders against the Company enjoining it in respect of, or the effect of which is to prohibit any business practice or the acquisition of any property or the conduct of business in any area.

4.6 No Material Adverse Change. Since November 30, 1996, there has not been:

4.6.1 Any change in the business, financial condition or results of operations of the Company which has had or may reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company; or

4.6.2 Any direct or indirect redemption, purchase or other acquisition of any Company Stock by the Company, or any issuance of Company Stock or any declaration, setting aside or payment of any dividend on Company Stock.

4.7 No Undisclosed Material Liabilities. Other than as disclosed in the Company Financial Statements or incurred in the ordinary course of business since November 30, 1996, there are no material liabilities of any kind whatsoever, whether or not accrued and whether or not contingent or absolute, determined or determinable, and the Company knows of no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability.

4.8 Governmental Authorizations. No authorization, consent or approval of any public body or authority is necessary for the consummation by the Company of the transactions contemplated hereby or to enable the Surviving Corporation to conduct its business in substantially the same manner as it is presently conducted by the Company.

4.9 Capitalization. The authorized shares of the Company consists of 7,500 shares of Company Stock, par value $1.00 per share, of which 1,000 shares are issued and outstanding and are all owned by and in the amounts set forth in Exhibit 4.9. All outstanding shares of Company Stock have been duly authorized and validly issued and are fully paid and nonassessable. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any outstanding shares or other ownership interests in the Company.

4.10 Tax Matters. The Company has filed all Federal, state and local tax returns required to be filed and has made timely payment of all taxes due and payable except to the

extent such taxes are being contested in good faith as has been previously disclosed to QO in Exhibit 4.10. Except to the extent that reserves therefor are otherwise previously disclosed to QO in writing: (i) there are no material Federal, state or local tax liabilities due or to become due for any periods commencing prior to the date hereof and (ii) there are no material claims pending or proposed or threatened against the Company for past-due Federal, state or local taxes. The Federal income tax returns of the Company have never been audited by the Internal Revenue Service (the "Service"). The Service has asserted no deficiencies and proposed no adjustments with respect to taxable years of the Company as to which the period during which any income tax may be assessed has not terminated prior to the date hereof, except as has been previously disclosed to QO. The State of Florida Department of Revenue has not asserted any deficiencies or proposed any adjustments with respect to any taxes payable for taxable years as to which the period during which any such tax may be assessed has not terminated prior to the date hereof, except as has been previously disclosed to QO. The Company has not signed any waivers which extend the period during which any tax may be assessed beyond the ordinary statutory period, except as has been previously disclosed to QO. The Company has made available to QO true and complete copies of all income tax returns of the Company (including any amended return) as filed with the Service and with any state taxing authority.

4.11 Contracts and Other Agreements. Exhibit 4.11 sets forth a true and complete list of all material written or oral contracts (in the case of oral contracts, a summary description is provided), agreements and other arrangements to which the Company is a party to, including, but not limited to contracts with hospitals or other health care providers, contracts relating to the borrowing of money or extension of credit, leases of real or personal property, and employment and independent contractor agreements ("Contracts"). All of the Contracts constitute legal, valid and binding obligations of the Company and (i) are in full force and effect on the date hereof, and (ii) the Company has not violated any provision of, or committed or failed to perform any act which, with notice, lapse of time or both, would constitute a default under any material provision of any Contract. To the Company's best knowledge, no other party to any of the Contracts is in default under any material provision thereof. Except as set forth in Exhibit 4.11, the Company has performed its obligations under the Contracts in all material respects and, to the Company's knowledge, no party to any Contract has grounds to terminate such contract. Correct and complete copies of all written Contracts disclosed on Exhibit 4.14 have been made available to QO. Each Contract, commitment and agreement of the Company is in material compliance with and does not violate any material requirement applicable to any medical service providers licensed or authorized under the laws of the State of Florida.

4.12 Compliance with Laws. The officers of the Company have no knowledge of any existing violations by the Company of any Federal, state or local laws, regulations or orders which, individually or in the aggregate, have or could have a material adverse effect on the business, properties or results of operations of the Company.

4.13 Stock Options. There are no outstanding options, warrants, rights, puts, calls, commitments or agreements of any kind or character to which the Company is a party or by which the Company is bound, calling for the issuance or sale of any security of the Company or any security representing the right to acquire or receive any such security.

4.14 Certain Interest. Except as previously disclosed to QO in writing and listed in Exhibit 4.14, no officer or director of the Company or any relative or affiliate of such officer or director has any interest in any property of the Company except as a shareholder, and no such person has any business relationship with the Company as an employee, independent contractor, lessee or otherwise, except as an officer, director or shareholder.

4.15 Minute Book. The minute book of the Company contains in all material respects complete and accurate records of all meetings and other corporate actions of its shareholders and Board of Directors, and the Company has made such minute book available to QO for its inspection.

4.16 Fraud and Abuse. To the best knowledge of the Company, none of the Company, its officers, directors and employees, as applicable, have engaged in any activities which are prohibited under Federal, state or local statutes or regulations or which are prohibited by rules of professional conduct or which otherwise could constitute fraud, including but not limited to the following: (i) making or causing to be made a false statements or representation of a material fact in any application for any benefit or payment; (ii) making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (iii) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its behalf or on behalf of another, with intent to secure such benefit or payment fraudulently; or (iv) soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly of indirectly, overtly or covertly, in cash or in kind or offering to pay such remuneration (a) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (b) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility or service in violation of any applicable law, regulation, covenant of fiduciary obligation.

4.17 Professional Liability Lawsuits. Except as set forth in Exhibit 4.17, (i) there is no notice, demand, claim, action, suit, inquiry, hearing, proceeding, notice of violation or investigation of a criminal or administrative nature before any court or governmental or other regulatory or administrative agency, commission or authority, domestic or foreign, against or involving any professional services performed in connection with or on behalf of the Company or class of claims or lawsuits involving the same or similar services performed in connection with or on behalf of the Company which is pending or, to the knowledge of the Company (after inquiry), threatened which if determined adversely, would have a material adverse effect on the Surviving Corporation and (ii) to the best knowledge of the Company there has not been any accident, happening or event which takes place at any time involving

any professional services performed in connection with or on behalf of any Company that is likely to result in a claim or loss.

4.18 No Untrue Statements. No statements by the Company contained in this Agreement or any of the exhibits or schedules attached to this Agreement or documents referred in this Agreement contain or will contain any untrue statements of a material fact, or omit or will omit to state a fact necessary in order to make the statements not misleading.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF QO AND SUBSIDIARY.

As of the date hereof and as of the Effective Date, QO and Subsidiary represent and warrant as follows:

5.1 Organization; Existence; Corporate Power. QO is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. QO and Subsidiary each have the corporate power to own all of its properties and assets and to carry on its business as it is presently conducted and each is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of property or the conduct of its business requires such qualification. QO and Subsidiary have the corporate power and are duly authorized by all necessary corporate action to execute, deliver and perform this Agreement. The Boards of Directors of QO and Subsidiary have taken all action required by law, their articles of incorporation, Bylaws or otherwise to authorize the execution and delivery of this Agreement,

5.2 Binding Agreement; Recommendation from Board. This Agreement is a valid, binding agreement of QO and Subsidiary enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditor rights generally and the availability of equitable remedies which is within the discretion of the appropriate court. The execution and delivery of this Agreement does not, and the consummation of the Merger will not, violate any provision of QO's or Subsidiary's articles of incorporation or Bylaws, or any provision of, or result in the acceleration of, or entitle any party to accelerate (whether after the giving of notice or lapse of time or both), any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any material part of the property of QO or Subsidiary, pursuant to any provision of, any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree to which QO or Subsidiary is a party or by which either is bound and, subject to required governmental filings and consents referred to in Section 5.9, will not violate or conflict with any other material restriction of any kind or character to which QO or Subsidiary is subject.

5.3 Financial Statements. The balance sheets of QO, or its predecessor, as of December 31, 1996 and the related statements of operation and earnings (deficit) and changes in financial position for the one year ending November 30, 1996 and the supporting schedules,

together with the notes thereto; copies of all of which have been furnished or will be furnished prior to the Effective Date of the Merger by QO (collectively, the "QO Financial Statements") to the Company, present fairly the financial position of QO at the date, and the results of operations for QO for the period stated therein.

5.4 Ownership of Properties. QO and Subsidiary have good and marketable title to all properties owned by them, including all of the tangible and intangible property reflected in the QO Financial Statements (except that disposed of in the ordinary course of business since such date), and all such property acquired since such date (and not disposed of in the ordinary course of business) free and clear of any liens, claims, charges, options or other encumbrances other than (i) as referred to in the QO Financial Statements, (ii) liens for taxes not yet due and payable or being contested in good faith by appropriate proceedings and (iii) such liens, charges, encumbrances and imperfections of title, if any, as do not materially affect from the value or interfere with the present use of such properties.

5.5 No Litigation. Except as otherwise disclosed by QO in writing to the Company, there are no private or governmental proceedings against QO or Subsidiary pending or to the knowledge of QO threatened which if determined adversely to QO or Subsidiary could have a material adverse effect on the business, financial condition or results of operations of QO and Subsidiary taken as a whole, nor are there any material judgments, decrees or orders against QO and Subsidiary enjoining it in respect of, or the effect of which is to prohibit, any business practice or the acquisition of any property or the conduct of business in any area.

5.6 No Material Adverse Change. Since December 31, 1996, there has not been:

5.6.1 Any change in the business, financial condition or results of operation of QO or Subsidiary which has had or may reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of either taken as a whole; or

5.6.2 Any direct or indirect redemption, purchase or other acquisition of any QO Stock by QO, or any issuance of QO Stock or any declaration, setting aside or payment of any dividend on QO Stock.

5.7 No Undisclosed Material Liabilities. Other than as disclosed in the QO Financial Statements or incurred in the ordinary course of business since December 31, 1996, there are no material liabilities of QO or Subsidiary of any kind whatsoever, whether or not accrued and whether or not contingent or absolute, determined or determinable, and QO knows of no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability.

5.8 Absence of Subsidiary Operations and Liabilities. Prior to the Effective Date, the Subsidiary will have engaged only in the transactions contemplated by this Agreement, will

have no material liabilities, and will have incurred no obligation except in connection with its performance of the transactions provided for in this Agreement.

5.9 Governmental Authorizations. No authorization, consent or approval of any public body or authority is necessary for the consummation by QO and Subsidiary of the transactions contemplated hereby, or to enable the Surviving Corporation to conduct the business of Subsidiary in substantially the same manner as presently conducted by Subsidiary.

5.10 Capitalization. The authorized shares of QO consists of 5,000,000 shares of QO Stock, par value $.001 per share, of which 229,482 shares are issued and outstanding and are owned by and in the amounts set forth in Exhibit 5.10. All outstanding shares of QO Stock have been duly authorized and validly issued and are fully paid and nonassessable. There are no outstanding options to repurchase, redeem or otherwise require any outstanding shares or other ownership in QO. All of the issued and outstanding shares of the Subsidiary are owned by QO.

5.11 Tax Matters. QO has filed all Federal, state and local tax returns required to be filed and has made timely payment of all taxes due and payable except to the extent such taxes are being contested in good faith as has been previously disclosed to the Company in Exhibit 5.11. Except to the extent that reserves therefor are reflected in the QO Financial Statements, and except as has been otherwise previously disclosed to the Company in writing: (i) there are no material Federal, state or local tax liabilities due or to become due for any period commencing prior to the date hereof and (ii) there are no material claims pending or proposed or threatened against QO for past-due Federal, state or local taxes. The Federal income tax returns of QO have never been audited by the Service. The Service has asserted no deficiencies and proposed no adjustments with respect to taxable years of QO as to which the period during which any income tax may be assessed has not terminated prior to the date hereof, except as has been previously disclosed to the Company. The State of Florida Department of Revenue has not asserted any deficiencies or proposed any adjustments with respect to income taxes payable for taxable years as to which the period during which any such tax may be assessed has not terminated prior to the date hereof, except as has been previously disclosed to the Company. QO has not signed any waivers which extend the period during which any tax may be assessed beyond the ordinary statutory period, except as has been previously disclosed to the Company. QO has made available to the Company true and complete copies of all income tax returns of QO (including any amended return) as filed with the Service and with any state taxing authority.

5.12 Compliance with Laws. The officers of QO have no knowledge of any existing violations by QO or the Subsidiary of any Federal, state or local laws, regulations or orders which, individually or in the aggregate, have or could have a material adverse effect on the business, properties or results of operations of QO or the Surviving Corporation.

5.13 Stock Options. Other than those certain Letter Agreements between QO and Lewin & Abitbol, M.D., P.A., Shands Cancer Center - University of Florida and H. Lee

Moffitt Cancer Center - University of South Florida, respectively, there are no outstanding options, warrants, rights, puts, calls, commitments or agreements of any kind or character to which QO is a party or by which QO is bound, calling for the issuance or sale of any security of QO or any security representing the right to acquire or receive any such security.

5.14 Certain Interests. Except as previously disclosed to the Company in writing and listed in Exhibit 5.14, no officer or director of QO or any relative or affiliate of such officer or director has any interest in any property of QO except as a shareholder, and no such person has any business relationship with QO as an employee, independent contractor, lessee or otherwise, except as an officer, director or shareholder.

5.15 No Untrue Statements. No statements by QO contained in this Agreement or any of the schedules or exhibits attached to this Agreement or documents referred in this Agreement contain or will contain any untrue statements of a material fact, or omit or will omit to state a fact necessary in order to make the statements not misleading.

ARTICLE 6. ADDITIONAL COVENANTS AND AGREEMENTS.

The Company and QO, respectively, further agree that they will:

6.1 At all times subsequent to the date of this Agreement and prior to the Effective Date of the Merger, operate its business in the ordinary course consistent with past practice; and

6.2 Use its best efforts to ensure that the purposes of this Agreement are realized prior to the Closing Date and to take all steps as are reasonable in order to implement the operational provisions of this Agreement prior to the Closing Date.

ARTICLE 7. CONDITIONS TO CLOSE.

The obligation of the Company, QO and Subsidiary to consummate the Merger is subject to satisfaction on or prior to the Effective Date of the following conditions:

7.1 Each of the acts and undertakings of QO and the Company to be performed on or before the Effective Date pursuant to the terms hereof shall have been duly performed in all material respects, including, but not limited to this Agreement being approved and adopted by QO and all of the shareholders of the Company;

7.2 Each of the shareholders of the Company shall have duly executed that certain Shareholders' Agreement by and among QO, the shareholders of the Company and other QO shareholders (the "Shareholders' Agreement"), a copy of which is attached hereto as Exhibit 7.2;

7.3 Except as affected by transactions contemplated by this Agreement, the representations and warranties of the Company, QO and Subsidiary, respectively, contained in this Agreement shall be true in all material respects on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date; and

7.4 The Merger shall not violate any temporary restraining order, preliminary or permanent injunction, or other order, decree or judgment of any court or governmental body having competent jurisdiction.

ARTICLE 8. TERMINATION OF AGREEMENT.

This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Effective Date of the Merger:

8.1 By mutual consent of the Company and QO; or

8.2 By either the Company or QO, respectively, if (i) there shall have been a material breach of any representation, warranty, covenant or agreement on the part of QO (or Subsidiary) or the Company, respectively, set forth in this Agreement which breach shall have not been cured, in the case of a representation or warranty, prior to the Closing Date or, in the case of a covenant or agreement, within two (2) business days following receipt by the breaching party of notice of such breach, or (ii) any permanent injunction or other order of a court or other competent authority preventing the consummation of the Merger shall have become final and non-appealable.

ARTICLE 9. EFFECT OF TERMINATION; RIGHT TO PROCEED.

9.1 If this Agreement is terminated, all obligations of the Company, QO or Subsidiary under this Agreement shall terminate without liability or obligations of any of the parties hereto to the other, except to the extent that such termination results from the willful breach by a party hereto of any of its representations, warranties, covenants or agreements set forth in this Agreement.

9.2 Anything in this Agreement to the contrary notwithstanding, if any of the conditions specified in this Agreement have not been satisfied, the Company and/or QO (and Subsidiary), as the case may be, shall have the right to (i) waive such condition and to proceed with the Merger, or (ii) terminate this Agreement without liability or obligations of any of the parties hereto to the other.

9.3 The termination of this Agreement does not terminate the provisions of the Letter of Intent which were intended to survive the termination of such Letter of Intent.

ARTICLE 10. INDEMNIFICATION.

10.1 Indemnification. Each party agrees to indemnify, defend and hold harmless the other parties and their respective successors and assigns against any loss, claim, damage, cost, obligation, deficiency, demand, liability, penalty and expense (collectively, a "Loss"), including all legal and other expenses incurred in connection with investigating or defending against any such Loss occasioned by, arising out of or resulting from, either directly or indirectly,

10.1.1 Any inaccuracy, breach or default of any covenant, agreement, representation, warranty or condition of such party contained in this Agreement;

10.1.2 The ownership, management and conduct of the Company's business prior to and including the Closing Date, except for those claims expressly set forth in the exhibits hereto as of the date of this Agreement or fully reflected or reserved against on the Company Financial Statements; or

10.1.3 Any act or omission of either the Company, or any of its respective agents and employees, in respect of periods prior to and including the Closing Date, except for those claims expressly set forth in the exhibits hereto as of the date of this Agreement or fully reflected or reserved against on the Company Financial Statements.

10.2 Survival. All of the representations, warranties, covenants, agreements and indemnifications contained in this Agreement shall survive the Closing Date and the Merger and shall continue in full force and effect thereafter for the Transfer Restriction Period, as defined in the Shareholders' Agreement, notwithstanding any investigation or failure to investigate made by any other party.

10.3 Other Rights and Remedies Not Affected. The indemnification rights of the parties under Section 10.1 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant contained in this Agreement on the part of any party hereto, including, without limitation, the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

ARTICLE 11. MISCELLANEOUS.

11.1 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by certified mail, postage prepaid, addressed as follows:

To the Company:	c/o Boca Raton Community Hospital Department of Radiation Oncology 800 Meadows Road Boca Raton, Florida 33486 Attn: Phillip C. Smith, M.D., *President*
To QO or Subsidiary:	Quality Oncology, Inc. 1200 South Pine Island Boulevard, Suite 170 Plantation, Florida 33324 Attn: James G. Schwade, *President*

or such other address as shall be furnished in writing by any party to the others, and any such notice or communication shall be deemed to have been given as of the date so mailed.

11.2 Tax Characterization. This transaction is intended to qualify as a tax-free reorganization pursuant to Section 368(a)(2)(D) of the Code. Accordingly, on and after the Effective Date, the books and records of the Surviving Corporation shall be maintained in such a manner as to appropriately reflect a consummation of the reorganization contained herein and all reports required to be filed with the Service on and after the Effective Date will appropriately reflect the reorganization.

11.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided that this Agreement may not be assigned by any party without the consent of the other parties.

11.4 Amendments. This Agreement may be amended only in writing with the written approval of the parties hereto.

11.5 Counterparts. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

11.6 Entire Agreement. This Agreement and the documents, letters and exhibits described herein or attached or delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

11.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any suit by any party relating to this Agreement shall be brought and maintained in Dade County, Florida.

11.8. No Waivers. The waiver by a party hereto of another party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not

operate as, nor be construed to be, a waiver of any subsequent obligation to perform, breach or violation, and the waiver by any party hereto to exercise any right or remedy that he may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent obligation to perform, breach or violation.

11.9. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that a provision of this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid provisions had not been inserted.

11.10. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this Agreement.

11.11. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa.

11.12. Attorney's Fees and Costs. In the event of a dispute between the parties hereto arising out of or in connection with this Agreement, then the losing party in any action, claim or suit shall be responsible for the payment of all reasonable attorney's fees and costs, at trial and appellate levels, incurred by or on behalf of the prevailing party.

11.13 Good Faith; Reasonable Assurances. Each party hereto agrees to act in good faith with respect to the other party or parties in exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement, including, but not limited to, executing and delivering such other documents, certificates, agreements and other writings and taking such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

11.14 Conflict of Interest. The parties to this Agreement recognize that the Firm, the drafters of this Agreement, has rendered advice and counsel in the past to QO and the Company. The parties hereto acknowledge that the Firm is representing QO and Subsidiary with respect to this Agreement and that the Company has been advised to retain independent counsel to advise it regarding this Agreement. Each of the parties hereto hereby release and relinquish any claim against the Firm or any of its members from any conflict of interest arising or purportedly arising from this Agreement or the transactions contemplated herein.

[Signature Page Continues]

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of each of the parties as of the day and year first set forth above.

QUALITY ONCOLOGY, INC., *a Florida corporation*

By: _____
Title: President

SMITH WILLIAMS SHOPE KASPER, INC., *a Florida corporation*

By: _____
Title: President

QUALITY ONCOLOGY OF BOCA RATON, INC., *a Florida corporation*

By: _____
Title: President

[Signature Page Continues]

Limited Joinder

Each of the undersigned hereby agree (i) to abide by the terms and conditions of Section 3.2 and 7.2 of the Agreement and (ii) jointly and severally, to the terms and provisions of Article 10 of the Agreement as if each of the undersigned was named, along with, and in the place and stead of, the Company and further represent and warrant to QO and the Subsidiary that the representations and warranties made by the Company under Sections 4.1 through 4.18, inclusive, of the Agreement are true and correct as of the date of the Agreement. In lieu of a cash payment in connection with any such indemnification obligations under Article 10 of the Agreement, each of the undersigned hereby agree to allow QO to retire and cancel the number of shares of QO Stock issued to such individual under the Agreement with a fair market value, as determined on the date of the Agreement, equal to such indemnification obligation pursuant to the terms and conditions of Section 2.4 of the Shareholders' Agreement.

Name: Phillip C. Smith, M.D.

Name: Tim R. Williams, M.D.

Name: J. Clinton Shope, M.D.

Name: Michael E. Kasper, M.D.

J:\Clients\Quality\Merger\PlanSmith 001

EXHIBIT 3.2

ARBITRATION

1. Any dispute, controversy or question of interpretation arising out of or relating to Section 3.2 of this Agreement shall be settled by arbitration in Miami, Florida in accordance with the procedures provided herein.

2. Arbitration may be initiated by a party by serving written demand upon the other party or parties. The demand shall specify the issues in dispute and the name of the person designated to act as arbitrator on behalf of the party initiating arbitration. The party or parties receiving the demand shall answer within twenty (20) days of the date demand is made by stating any additional issues in dispute and the name of the person designated to act as arbitrator on behalf of such party or parties. Failure to answer will result in a denial of the issues in the demand, in a waiver of the right to raise additional issues relating to the issues set forth in the demand at any future date, and in a waiver of the selection of the second arbitrator. If the failure to answer results in the selection of only one arbitrator, that arbitrator, acting alone, shall hear the issues presented for arbitration and render a written decision within twenty (20) days thereof in accordance with all other applicable provisions of this Exhibit 3.2.

3. The arbitrators so chosen shall meet within twenty (20) days after the second arbitrator is chosen and shall decide the dispute, controversy or question of interpretation. If they are not able to resolve the dispute, controversy or question of interpretation within the twenty-day period, the selected arbitrators shall select a third arbitrator and, if they cannot agree on the third arbitrator within twenty (20) days, the third arbitrator shall be appointed upon their application, or upon the application of either party, by the American Arbitration Association (AAA) in Miami, Florida.

4. The arbitrator or arbitrators shall have the broadest powers permitted by law or equity, including the power to grant injunctive relief, order specific performance, and grant other equitable remedies which the arbitrators deem appropriate. The arbitrator or arbitrators shall conduct conferences and hearings, as appropriate, hear arguments of the parties, and take the testimony of witnesses.

5. The three arbitrators shall meet and decide the dispute, controversy or question of interpretation by written decision stating the reasons in support thereof, and shall render an award within sixty (60) days of the demand for arbitration or within twenty (20) days of the appointment of the third arbitrator, whichever is later. A decision in which two of the three arbitrators concur shall be binding and conclusive upon the parties, subject to vacation, modification or correction as permitted by the Florida Arbitration Code (FAC). If two of the arbitrators shall be unable to concur, the parties shall appoint new arbitrators and a new arbitration shall be conducted. In appointing arbitrators and in deciding the dispute, the arbitrators shall act in accordance with the rules of the AAA then in force, subject however, to such limitations as may be placed upon them by the provisions of this Agreement, except that each party may appoint as its arbitrator its own attorney, accountant, employee or officer.

6. Any determination rendered in accordance with the provisions of Exhibit 3.2 shall be controlling and decisive of any dispute, controversy or question of interpretation thereafter arising under this Agreement, and judgment upon, or confirmation of, the determination may be entered in any court of record of competent jurisdiction or application may be made in such court for judicial acceptance of the award and an order of enforcement as the law of such jurisdiction may require or allow. The parties waive all rights of appeal of any order confirming, modifying or correcting a determination or award by the arbitrator or arbitrators or any order, judgment, or decree provided under Section 682.20 of the FAC. The determination of the arbitrator or arbitrators shall be kept confidential by the parties, unless disclosure is required for purposes of enforcement or required by law.

7. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs resulting from any action to confirm the award or enforce the judgment resulting therefrom.

EXHIBIT 4.2

ARTICLES OF INCORPORATION AND BYLAWS - THE COMPANY

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
QUALITY ONCOLOGY OF BOCA RATON, INC.

Quality Oncology of Boca Raton, Inc., a Florida corporation (the "Corporation"), hereby certifies:

FIRST: That the attached Articles of Incorporation and amendments thereto, attached hereto as Exhibit "A", were duly approved and adopted by all of the Directors and Shareholders of the Corporation by their unanimous written action and consent dated, January 23, 1997; provided however, that Article I of the Articles of Incorporation be deleted in its entirety and amended as follows:

ARTICLE I. NAME OF THE CORPORATION

The name of the corporation shall be Quality Oncology of Boca Raton, Inc.

SECOND: That said Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Sections 607.1003 and 607.1006, Florida Statutes.

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 24, 1996

DAVID B. VAN KLEECK
980 N. FEDERAL HWY, SUITE 440
BOCA RATON, FL 33432

Post-it® Fax Note 7671	Date 12/18/96	# of pages ▶ 3
To Carol Ann	From Joan	
Co./Dept.	Co. David Van Kleeck	
Phone #	Phone # 368-3400	
Fax # 395-5442	Fax #	

Re: Document Number 535319

The Articles of Amendment to the Articles of Incorporation of SMITH WILLIAMS SHOPE, M.D., P.A. which changed its name to SMITH WILLIAMS SHOPE KASPER, M.D., P.A., a Florida corporation, were filed on October 21, 1996.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Velma Shepard
Corporate Specialist
Division of Corporations

Letter Number: 096A00049194

Attention:

Div. of Corp.
P.O. Box 6327
Tallahassee, FL
32314

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SMITH, WILLIAMS, M.D., P.A.

Pursuant to the provisions of section 607.1006, Florida Statutes, this corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment adopted:

The name of this corporation shall be
SMITH WILLIAMS SHOPE, M.D., P.A.

(This amends Articles of Amendment filed previously)

SECOND: The date of this amendme...'s adoption is April 14, 1993.

THIRD: The adoption of this amendment was approved by the shareholders. The number of votes cast for the amendment was sufficient for approval.

FILED
93 MAY -4 PM 9:48
TALLAHASSEE, FLORIDA

Signed this 15th day of April, 1993.

By: _____
Phillip C. Smith, President

ARTICLES OF AMENDMENT

FILED
1992 MAR 12 AM 11:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATE NAME CHANGE RESOLUTION BY WRITTEN ACTION

Pursuant to Florida Statutes 607.134 and 607.394, the Director and shareholder of SMITH-WICKSTRUM, M.D., P.A., a Florida professional corporation, hereby takes the following action in lieu of a meeting therefore, and all statutory or by-law requirements pertaining to the time, manner and place of same are hereby waived, and the following Resolution is hereby adopted:

RESOLVED, that the name of this Corporation shall be changed to SMITH, WILLIAMS, M.D., P.A., as of September 1, 1991.

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed to execute all certificates hereof and other documents, and to take all such actions, as such officers in their discretion deem necessary or appropriate to carry out the intent and purpose of the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this Resolution by Written Action this 1st day of August, 1991.

PHILLIP C. SMITH, M.D.
President, Director and Shareholder

CERTIFICATE

I HEREBY CERTIFY that, as of this 9th day of ~~January~~ March, 1992, the foregoing resolution remains in full force and effect, unmodified, according to the meetings of said Corporation.

David B. Van Kleeck
Assistant Secretary

authorized to render the professional service of medicine within

ARTICLES OF INCORPORATION

OF

PHILLIP C. SMITH, M.D., P.A.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract and duly licensed and legally authorized to render the professional service of medicine within the State of Florida, does hereby form a professional service corporation under Chapter 621 of the Florida Statutes.

ARTICLE I. NAME

The name of this corporation is PHILLIP C. SMITH, M.D., P.A.

ARTICLE II. PURPOSE

The sole and specific purposes for which this corporation has been organized is to render the professional service of medicine and surgery within the specialty of radiation therapy to the general public, and such other professional or non-professional services as may reasonably be related to the practice of medicine. The said professional services and other related services may be rendered by this corporation only through its officers, employees or agents who are duly licensed or otherwise legally authorized to render such services within the State of Florida.

FILED

Furthermore, it shall be within the power of this corporation to invest its funds in any real and tangible or intangible personal property, as investments, and this corporation shall also have the power necessary for the rendering of the professional service of medicine and other related services.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is Seven Thousand Five Hundred (7,500) shares of common stock having a nominal or par value of One Dollar ($1.00) per share. The common stock of this corporation may be issued, sold, transferred, pledged or assigned only to a person who is duly licensed and legally

authorized to render the professional service of medicine within the State of Florida. No voting trust agreement or any other type agreement vesting another person with the authority to exercise the voting power of its stock shall be entered into by any stockholder.

ARTICLE IV. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 800 Meadows Road, Boca Raton, Florida, 33432, and the name of the initial registered agent of the corporation at that address is PHILLIP C. SMITH, M.D.

ARTICLE V. TERM OF EXISTENCE

This corporation shall have perpetual existence commencing on the 6th day of May, 1977, the date of execution and acknowledgment of these Articles of Incorporation.

ARTICLE VI. DIRECTORS

This corporation shall have one (1) Director, initially. The number of Directors may be either increased or diminished from time to time by the By-Laws but shall never be less than one (1). The initial Director of this corporation is PHILLIP C. SMITH, M.D., 800 Meadows Road, Boca Raton, Florida 33432.

No person shall be a Director of this corporation other than a person duly licensed and legally authorized to render the professional service of medicine within the State of Florida.

ARTICLE VII. OFFICERS

The elected officers of this corporation shall be President, Secretary and Treasurer, together with such Vice President and Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as shall be elected by the Board of Directors from time to time at a duly constituted meeting. Any officer may hold more than one office, however, no person shall be an officer of this corporation other than a person duly licensed and legally authorized to render the professional services of medicine within the State of Florida.

ARTICLE VIII. SUBSCRIBER

The name and street address of the subscriber of these Articles of Incorporation is:

PHILLIP C. SMITH, M.D. — 800 Meadows Road, Boca Raton, Florida 33432

ARTICLE IX. AMENDMENTS

These Articles of Incorporation may be amended in the manner provided by law. Any amendment shall be approved by the Board of Directors, and proposed by them to the Stockholders. Every amendment must be approved at a duly constituted Stockholders' Meeting by 51% of the stock entitled to vote thereon, unless all of the Stockholders and Directors sign a written statement manifesting their intentions that a certain amendment of the Articles of Incorporation be made.

PHILLIP C. SMITH, M.D.

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this day, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared PHILLIP C. SMITH, M.D. to me known to be the person described as Subscriber in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 1st day of May, 1977.

(Notarial Seal)

Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 10 1980
BONDED THRU GENERAL INSURANCE AGENCIES

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PHILLIP C. SMITH, M.D., P.A.,

desiring to organize under the laws of the State of Florida

with its principal office, as indicated in the Articles of

Incorporation at City of Boca Raton County

of Palm Beach, State of Florida

named PHILLIP C. SMITH, M.D.

located at 800 Meadows Road

(Street address and number of building,
Post Office Box address not acceptable)

City of Boca Raton, County of Palm Beach,

State of Florida, as its agent to accept service of process within this State.

FILED
69 JUL 10 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By _____
Phillip C. Smith, M.D.
(Resident Agent)

Corp-83 2-16-72

FILED
85 JUN 03 AM 8:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

PHILLIP C. SMITH, M.D., P.A.

This corporation, by and through its undersigned officer, duly authorized, hereby amends its Articles of Incorporation, and pursuant to Florida Statutes §607.187, states as follows:

1. The name of this corporation prior to this Amendment is PHILLIP C. SMITH, M.D., P.A.

2. The name of this corporation is hereby changed to SMITH-NICKSTRUM, M.D., P.A.

3. The foregoing change in name of this corporation was adopted and authorized by the Shareholders and Board of Directors of this corporation, at a meeting duly held by them on May 6, 1985.

Executed this 14th day of May, 1985.

PHILLIP C. SMITH, M.D., P.A.

By: _____
PHILLIP C. SMITH, M.D., President

BY: _____
DAVID B. VAN KLEECK, Assistant Secretary

STATE OF FLORIDA)
:ss
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared PHILLIP C. SMITH, M.D. and DAVID B. VAN KLEECK, to me well known to be the President and Assistant Secretary of PHILLIP C. SMITH, M.D., P.A., who executed the foregoing Amendment of Articles of Incorporation of said corporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and seal this 10th day of May, 1985.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

EXHIBIT 4.5

LITIGATION - THE COMPANY

None.

EXHIBIT 4.9

CAPITALIZATION - THE COMPANY

Name	Number of Shares Owned
Phillip C. Smith, M.D.	250
Tim R. Williams, M.D.	250
J. Clinton Shope, M.D.	250
Michael E. Kasper, M.D.	250

EXHIBIT 4.10

TAX MATTERS - THE COMPANY

None.

EXHIBIT 4.11

CONTRACTS AND OTHER AGREEMENTS - THE COMPANY

1. Agreement dated _____, 1977 between the Company and Boca Raton Community Hospital, Inc.

2. Employment Agreement dated April 25, 1989 between the Company and Tim Williams, M.D.

3. Employment Agreement dated January 25, 1990 between the Company and Clint Shope, M.D.

4. Employment Agreement dated November 20, 1992 between the Company and Michael E. Kasper, M.D.

EXHIBIT 4.14

CERTAIN INTERESTS - THE COMPANY

None.

EXHIBIT 4.17

PROFESSIONAL LIABILITY LAWSUITS - THE COMPANY

None.

EXHIBIT 5.5

LITIGATION - QO AND SUBSIDIARY

None.

EXHIBIT 5.10

CAPITALIZATION - QO

	Name	Number of Shares Owned
1.	James G. Schwade, M.D., & Associates, P.A.	27,190
2.	Smith, Williams, Shope, M.D., P.A.	27,190
3.	Kerman, Bloom, Yaeger & Spangler, P.A. (d/b/a Radiation Oncology Associates)	27,190
4.	Greene and Speer, Q.O. Associates, P.A.	27,190
5.	Sarasota County Oncology, P.A.	27,190
6.	Radiation Oncology Associates of Marion and Citrus Counties, Chartered	27,190
7.	Oncology Health Services, P.A.	5,000
8.	Oncology Service Holdings, Inc.	6,000
9.	North Florida Oncology, P.A.	9,400
10.	Leonard M. Toonkel, M.D. & Associates, P.A.	6,930
11.	Lewin & Abitbol, M.D., P.A.	21,542
12.	Florida Oncology Network, P.A.	9,240
13.	Radiation Therapy Consultants, P.A.	8,230
	Total	229,482

EXHIBIT 5.11

TAX MATTERS - QO

None.

EXHIBIT 5.14

CERTAIN INTERESTS - QO

None.

EXHIBIT 7.2

SHAREHOLDERS' AGREEMENT

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (the "Agreement") is made as of this 28th day of February, 1997, by and among Quality Oncology, Inc., a Florida corporation ("Quality"), and those certain persons who are referenced and have executed that certain Shareholders' Signature Page attached hereto and incorporated herein as Exhibit A (collectively, the "Shareholders" or individually, a "Shareholder").

Preliminary Statements

A. Quality was organized on December 20, 1996 for certain purposes, including without limitation, to: (1) organize and own all of the capital stock of certain subsidiary corporations (the "Subsidiaries") which acquired and currently own the assets formerly owned by professional associations controlled by one or more of the Shareholders (the "Professional Associations") by a forward triangular merger of a Professional Association with and into a Subsidiary; (2) create, develop and implement a multi-state, fully-integrated system of comprehensive cancer care and treatment, including, without limitation, the creation, development and implementation of clinical treatment guidelines and an automated support system; (3) centralize some of the administrative services and functions formerly performed by each of the Professional Associations, including, without limitation, centralized billing and administrative functions for third party payor contracts; and (4) enter into financial arrangements as Quality may determine from time to time to be necessary, appropriate or advisable.

B. The Shareholders and Quality believe that it is in their best interest to make provisions for the ownership and future dispositions of all shares of capital stock of Quality (or any successor or assign thereto) now or hereafter legally or beneficially owned by a Shareholder (collectively, the "Shares"), and for certain other matters as set forth herein.

Agreement

NOW, THEREFORE, in consideration of these premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RESTRICTIONS ON STOCK TRANSFERS; GROUP SALE AND TAG ALONG RIGHTS.

1.1. *Transfers During the Transfer Restriction Period.*

(a) General Restriction. During the Transfer Restriction Period (as defined in this Section 1.1), no Shareholder shall sell, assign, transfer, devise, encumber, pledge, give, bequeath, hypothecate or otherwise dispose of ("Transfer") any or all of the Shares owned by a Shareholder, or suffer the same to be subject, directly or indirectly, to Transfer by operation of law or agreement, except as otherwise provided herein without the prior written consent of the Board of Directors of Quality, which consent may be given or withheld in the Board of Directors' sole and absolute discretion. Any purported Transfer in any other manner shall be void and shall not be recognized or given effect by Quality. The restrictions set forth in this Section 1.1(a) shall apply to all Transfers of Shares, including Transfers between Shareholders. The Transfer Restriction Period means the period

commencing on the date hereof and terminating on the date of the completion of the Offering (as defined in Section 2.1(a) hereof) in which Quality obtains the Minimum Offering Proceeds (as defined in Section 2.1(a) hereof).

(b) Permitted Transfers. Notwithstanding the provisions of Section 1.1(a) of this Agreement, a Shareholder may Transfer (a "Permitted Transfer") all or any of his Shares to any member of his family or to any trust for the benefit of himself or any member of his family, provided that any such transferee shall agree in writing, as a condition to such Transfer, to be bound by all of the provisions of this Agreement to the same extent as if such transferee were such Shareholder. Notwithstanding the foregoing, the Shareholder acknowledges and agrees that such Permitted Transfer is allowed hereunder to facilitate such Shareholder's estate planning or asset protection planning and the terms and conditions of this Agreement shall still apply to the original Shareholder as if such Shareholder still held the Shares.

(c) Transfers upon Death of a Shareholder. Notwithstanding the provisions of Section 1.1(a) of this Agreement, any Shareholder who dies during the Transfer Restriction Period may transfer his Shares by operation of law to his personal representative or successor personal representative (collectively, the "Personal Representative"). However, such Personal Representative may not transfer the Shares during the Transfer Restriction Period, notwithstanding any devises or bequests under the last will and testament of such deceased Shareholder, any elective share exercised by the surviving spouse of such deceased Shareholder or any other reason. As a condition of such Transfer, the Personal Representative must agree in writing to be bound by all the terms, conditions and restrictions of this Agreement which are applicable to such deceased Shareholder. Whenever a Shareholder is obligated to sell his Shares under Section 1.3 hereof, the Personal Representative of such Shareholder shall be obligated to sell to the person and upon the same terms and conditions as provided hereunder for the deceased Shareholder.

1.2. *Transfers After the Transfer Restriction Period.* After the expiration of the Transfer Restriction Period, a Shareholder may Transfer all or any portion of his Shares if the following conditions are satisfied or waived in writing by the Board of Directors of Quality:

(a) The Shareholder provides Quality with the name of the proposed transferee and such other information as requested by Quality with respect to the proposed Transfer;

(b) The Shareholder surrenders his Shares and all related transfer documentation reasonably acceptable to Quality;

(c) The proposed transferee provides Quality with a written consent and acknowledgement agreeing to be bound by all of the terms and conditions contained in this Agreement;

(d) The Shareholder delivers to Quality a legal opinion of counsel acceptable to counsel for Quality that such Transfer does not require the registration of such Shares in accordance with the Securities Act of 1933, as amended, and applicable state securities laws; and

(e) The Shareholder pays to Quality a transfer fee of $1,000 per transfer.

The Transfer of Shares will only be effective at such time as Quality acknowledges such Transfer and records the name of the proposed transferee of such Shares in its Common Stock Transfer Ledger. The

terms of this Section 1.2 shall not apply to any Shares after the expiration of Transfer Restriction Period if such Shares have been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and with applicable state regulatory authorities under state securities laws and can be freely sold in accordance with federal and state securities laws.

1.3. *Group Sale.* If all Shareholders hereto receive an offer or series of offers to sell all (and not less than all) of the Shares then owned by the Shareholders to any person or group of persons as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Purchaser"), pursuant to an irrevocable and unconditional, bona fide, arms'-length written offer for cash or other consideration, including without limitation the capital stock of the Purchaser (a "Purchaser Offer"), and such Purchaser Offer is approved by two-thirds (2/3) of the members of the Board of Directors of Quality, then each Shareholder shall sell all (and not less than all) of their Shares to the Purchaser, free and clear of all liens, claims and encumbrances, pursuant to the terms of the Purchaser Offer and shall take all such other action as may be necessary to consummate the Purchaser Offer as requested in writing by Quality. The Purchaser Offer shall provide that each Shareholder shall receive an equal amount and form of consideration as determined on a per share basis. Such consideration must also be payable on the same terms and be subject to the same conditions with respect to each Shareholder.

1.4. *Tag Along Rights.*

(a) Right to Participate. If at any time one or more Shareholders (collectively for purposes of this Section 1.4, the "Selling Shareholder") desire and obtain an offer to sell Shares constituting a majority of the issued and outstanding shares of common stock of Quality to any person or group of persons as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Purchaser"), other than to Quality, pursuant to a transaction or series of related transactions (a "Purchaser Offer"), then the other Shareholders shall have the right to sell to the Purchaser, as a condition of such sale by the Selling Shareholder, at the same price per share and on the same terms and conditions, the same percentage of Shares owned by the other Shareholders as the Shares to be sold by the Selling Shareholder to the Purchaser represents with respect to the Shares owned by the Selling Shareholder immediately prior to the sale of any of such Shares to the Purchaser. The Selling Shareholder shall promptly notify Quality and the other Shareholders in writing of the Purchaser Offer.

(b) Method of Exercise. If other Shareholders desire to participate in any sale under this Section 1.4, then such persons shall notify the Selling Shareholder in writing of such intention as soon as practicable after receipt by the other Shareholders of the Purchaser Offer, and in any event within twenty (20) days after the date the Purchaser Offer was delivered to all of the other Shareholders.

(c) Participation in Sale. The Selling Shareholder and the other Shareholders electing to sell their Shares shall sell to the Purchaser all of the Shares proposed to be sold by them at a price per share and upon such other terms and conditions as contained in the Purchaser Offer provided to the Selling Shareholder. The closing of the purchase by the Purchaser of the Shares shall be held at 10:00 a.m. at Quality's then principal office on the 90th day after the Purchaser Offer is given to Quality (the "Closing Date"), provided that if the day fixed hereby for such closing is not a business day, then such closing shall be held on the next succeeding business day. At any such closing, the Selling Shareholder and the other Shareholders electing to sell their Shares shall deliver to the Purchaser, free and clear of all liens, claims, charges and encumbrances, a certificate(s) representing such

Shares in proper form for transfer and with evidence of payment of all applicable transfer taxes by the Selling Shareholder. The Purchaser shall simultaneously therewith make payment for such Shares in accordance with the terms and conditions of the Purchaser Offer.

(d) Continuation of this Agreement. Any Shares sold by a Shareholder pursuant to this Section 1.4 shall continue to be subject to the terms, conditions and restrictions impose by this Agreement.

1.5. *Failure to Deliver Stock.* If a Shareholder becomes obligated to sell his Shares hereunder and fails to deliver such Shares in accordance with this Agreement, the purchaser(s) of such Shares may, in addition to all other remedies he or they may have, send to that Shareholder by registered mail, return receipt requested, the purchase price for such Shares as provided for hereunder. Thereupon, Quality, upon written notice to that Shareholder, shall (A) cancel on its books the certificate(s) representing the Shares to be sold and (B) issue, in lieu thereof, a new certificate(s) representing such Shares in the name of the purchaser(s). Upon receipt of such written notice, all of that Shareholder's rights in and to such Shares shall terminate. The effecting of such sale in such manner shall not relieve that Shareholder of any of his obligations hereunder, including any obligation to execute and deliver any documents which the purchaser(s) would otherwise have been entitled to receive.

1.6. *Legend.* Each stock certificate representing Shares which are subject to this Agreement shall bear the following legend:

> "This certificate and the shares of stock represented by it are held subject to the terms and restrictions of that certain Shareholders' Agreement, dated as of February 28, 1997, by and among Quality Oncology, Inc., a Florida corporation (the "Corporation"), and those persons executing Exhibit A attached thereto as Shareholders, including any and all subsequent amendments and supplements thereto (the "Agreement"). A copy of the Agreement and any and all amendments and supplements is on file in the office of the secretary of the Corporation."

SECTION 2. RESCISSION RIGHT; PUT RIGHT; ADJUSTMENT OF SHARES.

2.1. *Rescission Right.*

(a) Triggering Event. If Quality fails to receive at least Ten Million Dollars ($10,000,000), less any offering expenses or closing costs (including attorneys' and brokers' fees) (the "Minimum Offering Proceeds"), from the offer and sale of capital stock and/or securities of Quality or from the issuance of any other equity or debt by Quality (the "Offering") prior to February 22, 1998 (the "Termination Date"), then any group of Shareholders (as defined in Exhibit B attached hereto and incorporated herein and for purposes of this Section 2.1, collectively, the "Selling Group") shall have the option to sell to Quality, and if such option is exercised as provided herein, Quality shall purchase, all (and not less than all) of the Shares owned by the Selling Group as of the date of this Agreement (for purposes of this Section 2.1, the "Applicable Shares"), free and clear of all liens, claims and encumbrances, in exchange for the Rescission Consideration as defined in Section 2.1(c) hereof.

(b) Exercise of Rescission Right. In order to exercise this rescission right as provided in Section 2.1(a) hereof, the Selling Group shall deliver to Quality within thirty (30) days after the Termination Date, the following: (I) the Notice of Rescission, in the form of Exhibit C attached

hereto, completed and executed by each Shareholder of the Selling Group; and (II) certificates representing the Applicable Shares, with the stock powers on the back of each certificate duly endorsed and executed in blank, together with the payment of all applicable transfer taxes thereon.

(c) Rescission Consideration. As consideration for the sale of the Applicable Shares to Quality by each Shareholder of the Selling Group, Quality shall transfer to the designated representative of the Selling Group (the "Rescission Consideration") all (and not less than all) of the capital stock of the subsidiary of Quality (the "Applicable Subsidiary") which was the surviving entity of a merger with the professional association formerly owned by the Shareholders of the Selling Group (the "Applicable Professional Association"). During the Transfer Restriction Period and for a period of thirty (30) days thereafter, Quality shall not sell, encumber or otherwise transfer the assets (other than abandonment or use in the ordinary course of business) or capital stock of any Applicable Subsidiary or cause any Applicable Subsidiary to issue any debt or equity to any person without the unanimous consent of each Shareholder who formerly owned shares of capital stock of the Applicable Professional Association immediately prior to the merger of the Applicable Professional Association with and into the Applicable Subsidiary.

(d) Representations and Warranties by Shareholder. In connection with the exercise of the rescission right under Section 2.1(a) hereof, each Shareholder of the Selling Group, jointly and severally, represents and warrants to Quality that (i) such Shareholder is the legal and beneficial owner of his Shares comprising the Applicable Shares, together with all rights related thereto, (ii) the Shareholder has all the necessary capacity and authority to transfer such Shares to Quality free and clear of all claims, liens and encumbrances, and (iii) upon the transfer of such Shares to Quality, Quality will own all rights and privileges to such Shares, free and clear of all claims, liens and encumbrances. Each Shareholder of the Selling Group, jointly and severally, hereby indemnifies, defends and holds harmless Quality for any claims, damages, liabilities or expenses (including attorneys' fees) resulting from any breach of the foregoing representations and warranties.

(e) Representations and Warranties by Quality. In connection with the transfer of the Rescission Consideration to the Selling Group under Section 2.1(c) hereof, Quality represents and warrants to each Shareholder of the Selling Group that (I) Quality is the legal and beneficial owner of the Rescission Consideration, together with all rights related thereto, (II) Quality has all corporate capacity and authority to transfer the Rescission Consideration to each Shareholder of the Selling Group, free and clear of all claims, liens and encumbrances, and (III) upon the transfer of the Rescission Consideration to the Shareholders of the Selling Group, the Selling Group will own all rights and privileges to such Rescission Consideration, free and clear of all claims, liens and encumbrances. Quality hereby indemnifies, defends and holds harmless each Shareholder of the Selling Group for any claims, damages, liabilities or expenses (including attorneys' fees) resulting from any breach of the foregoing representations and warranties.

2.2. *Put Right.*

(a) Right to Put Portion of Shares. For the period commencing with the closing of the Offering in which the Minimum Offering Proceeds are obtained by Quality and for a period of one hundred eighty (180) days thereafter (the "Put Period"), any Shareholder (for purposes of this Section 2.2, the "Selling Shareholder"), at his option, may (but is not obligated to) require Quality to purchase Shares equal to a maximum of twenty-five percent (25%) of the Shares owned by the Selling Shareholder on the date of this Agreement at a price per share equal to the purchase price set forth in

the Offering, or if the Offering is for the issuance of debt by Quality, then the per share fair market value as determined by the Board of Directors of Quality (collectively, the "Put Price").

(b) Put Notice. In order to exercise the put right provided in Section 2.2(a) hereof, the Selling Shareholder shall deliver a duly executed written notice to Quality during the Put Period in the form as attached hereto as Exhibit D (the "Put Notice"). The Put Notice shall described the amount of Shares desired to be sold by the Selling Shareholder to Quality. The Shares to be sold by the Selling Shareholder to Quality pursuant to Section 2.2(a) hereof shall be free and clear of all liens, claims and encumbrances.

(c) Closing. The closing of the purchase and sale under Section 2.2(a) hereof shall occur on the sixtieth (60th) day after Quality receives a duly executed and timely delivered Put Notice. Quality, at its sole discretion, shall tender the Put Price in cash or marketable securities to the Selling Shareholder as consideration for the Shares being sold.

2.3. *Insufficient Surplus.* If at the time Quality is required to make any payment for any Shares to be purchased by it under this Agreement and its surplus is legally insufficient for that purpose, the entire available surplus of Quality shall be applied to the payment for such Shares, and Quality and the Shareholders shall promptly take all action as may be permitted by law to reduce the par value of Quality's capital stock or revalue its assets so as to increase its surplus (so far as may be possible) to the extent necessary to permit such payment to be made in full.

2.4. *Adjustments of Shares.* Each Shareholder agrees and acknowledges that he is obligated to indemnify Quality with respect to any breach of a representation or warranty made by such Shareholder's Applicable Professional Association to Quality and the Applicable Subsidiary and for certain other matters pursuant to that certain Acquisition Agreement and Plan of Merger by and among Quality, the Applicable Professional Association and the Applicable Subsidiary of even date herewith (the "Merger Agreement"). In lieu of any cash payment in connection with such indemnification, each Shareholder agrees to allow Quality to retire and cancel the number of Shares issued to such Shareholder pursuant to the Merger Agreement with a fair market value (as determined on the date hereof) equal to such indemnification obligation. Quality shall notify such Shareholder in writing of the number of Shares in which it intends to cancel and retire hereunder, and such Shareholder shall execute all necessary documents as Quality may reasonably request to effectuate such transaction. The Applicable Shares required to be tendered by a Shareholder under Section 2.1(a) hereof and the aggregate number of Shares deemed to be owned by the Shareholder on the date of this Agreement for purposes of Section 2.2(a) hereof shall be reduced by the number of Shares canceled and retired under this Section 2.4. Such Shareholder may tender to Quality cash equal to such indemnification obligation in lieu of the cancellation and retirement of such Shares.

SECTION 3. NONCOMPETITION; CONFIDENTIALITY.

3.1. *Noncompete.*

(a) Period and Geographical Restriction. Except for the benefit of Quality or the Subsidiaries, each Shareholder, during the period in which he owns any Shares and for a period of two (2) years immediately thereafter (the "Non-Compete Period"), agrees not to:

(I) solicit (or cause or assist any person to solicit) any patient (a "Patient") who is currently being treated or who has been treated during the Non-Compete Period by any physician or allied health professional rendering services, directly or indirectly, for the benefit of Quality or the Subsidiaries pursuant to a Management Agreement in the form attached hereto as Exhibit E, as such Management Agreement may be amended from time to time (the "Management Agreement"), to receive any medical services which are the same or similar to those medical services then being performed for the benefit of Quality or the Subsidiaries (the "Medical Services");

(II) cause or solicit (or cause or assist any person to cause or solicit) any employee, former employee (as defined below) physician or group of physicians, nurse, hospital, health maintenance organization, preferred provider organization, professional association, other managed health care provider, supplier, vendor, affiliate, agent or other third party to: (x) terminate such person's employment or other contractual relationship with Quality, the Subsidiaries or any of their affiliates; or (y) enter into such employment or other contractual relationship with such person;

(III) engage in any business which is the same or similar to the business of rendering Medical Services in the applicable geographical area for each such Shareholder as set forth in Exhibit B attached hereto (the "Non-Compete Area").

For purposes of this Section 3.1(a), a former employee shall mean any person employed within the prior six (6) months by Quality, any of the Subsidiaries or their affiliates, or any professional association, corporation or other entity that renders Medical Services to Quality or the Subsidiaries pursuant to the terms of a Management Agreement.

(b) Severability. The foregoing covenant set forth in Section 3.1(a) shall be deemed severable, and the invalidity of any covenant shall not affect the validity or enforceability of any other covenant. The existence of any claim or cause of action by any of the Shareholders or any affiliate thereof shall not constitute a defense to the enforcement by Quality of these covenants. The failure by Quality to object to any conduct in violation of this Agreement shall not be deemed a waiver by Quality, but Quality may, if it so desires, specifically waive any part or any of these covenants to the extent that such waiver is set forth in writing duly authorized and approved by a majority of the members of the Board of Directors of Quality.

(c) Judicial Modification. In the event that any court finally holds that the time or territory or any other provision stated in this Section 3.1 constitutes an unreasonable restriction, then the parties hereto hereby expressly agree that the provisions of this Agreement shall not be rendered void, but shall apply as to time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved.

(d) Specific Enforcement. The parties acknowledge that the restrictions on their activities as contained in this Section 3.1 are required for the reasonable protection of the Business of Quality. Therefore, the parties hereby agree that in the event of a violation of any provision of this Agreement, Quality will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation or to enforce specific performance of this Section 3.1 against any such Shareholder or his affiliates or to enjoin such party or parties from engaging in any activity in violation hereof, without the necessity of posting any bond or security in excess of $1,000, which the parties deem a reasonable amount, or having to show any actual damages.

(e) Tolling of Time Periods. In the event that Quality should bring any legal action or other proceedings for the enforcement of this Section 3.1, the time for calculating the term of the restrictions provided herein shall not include any period of time commencing with the filing of legal action or other proceeding to enforce the terms of this Section 3.1 hereof through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding, unless Quality fails to prevail in such action or proceeding.

(f) Confirmation as to Scope. The parties hereto acknowledge and confirm that: (I) the length of the term of the restrictions and the geographical restrictions contained in Section 3.1(a) hereof are fair and reasonable and are not the result of overreaching, duress or coercion of any kind; (II) the full, uninhibited and faithful observance of each of the covenants contained in this Agreement shall not cause any undue hardship, financial or otherwise; and (III) their special knowledge of the Business of Quality is such as would cause Quality serious injury and loss if any Shareholder uses such knowledge to benefit a competitor of Quality or compete with Quality. The parties hereto acknowledge and agree that this Section 3.1 is essential to protect Quality's legitimate business interest as contemplated in Section 542.335, Florida Statutes.

(g) Assignability; Third Party Beneficiaries. The parties agree that the rights granted in this Section 3.1 to Quality may be assigned by Quality and after such assignment shall continue to be binding upon a Shareholder. In addition, the parties hereto agree that each Shareholder is an intended, direct third party beneficiary of this Section 3.1 and may enforce such rights in its own name if Quality is dissolved or liquidated.

(h) Termination of Restrictive Covenants. Notwithstanding anything herein to the contrary, the provisions of this Section 3.1 shall terminate for those Shareholders comprising a Selling Group as defined under Section 2.1(a) hereof upon the earlier of: (I) the date on which such Selling Group elects to exercise the rescission right under Section 2.1(b) hereof; or (II) the date of termination of the Management Agreement between Quality and the professional association owned by the Shareholders of such Selling Group under Section 6.2(b)(i) thereof.

3.2. *Confidentiality.* During the term of this Agreement and for a period of ten (10) years thereafter, no Shareholder shall disclose to anyone the terms of this Agreement, or any confidential or secret information concerning (a) the business, affairs or operations of Quality, including, without limitation, the systems, policies, procedures, protocols, and clinical guidelines of the QO Care Management System and related systems and programs, all of which are proprietary to Quality, (b) any trade secrets, new product developments, special or unique processes or methods, (c) any marketing, sales, advertising or other concepts or plans of Quality or any of its affiliates, or (d) business and contractual relationships with specific prospective or existing clients and customers including, without limitation, insurers, health maintenance organizations, preferred provider organizations, and third party payors. The covenants contained in this Section 3.2 shall not apply to any information which (v) was already known to a party at the time of receipt thereof, (x) subsequently becomes known to the general public through no fault or omission on the part of such party, (y) is subsequently disclosed by a third party which has the bona fide right to make such disclosure, or (z) is required to be disclosed by law or governmental agency. Each of the Shareholders hereby acknowledges that in the event that any of them violates the limitations of this Section 3.2, money damages shall be an inadequate remedy, and each of the Shareholders agrees that Quality shall be entitled to obtain, in addition to any other remedy provided by law or equity, an injunction against the violation of obligation hereunder. The parties hereto acknowledge and agree that the confidential or secret information with the restricted disclosure

hereunder constitutes trade secrets of Quality under Section 688.002(4), Florida Statutes. Further, the parties agree that the term of this nondisclosure may be extended beyond the term hereof to the longest period of time permitted under current Federal law by written notice from Quality to such Shareholder.

SECTION 4. DISPUTE RESOLUTION.

4.1. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to its conflicts or choice of law principles.

4.2. *Arbitration.*

(a) Location of Arbitration. Any dispute, controversy or question of interpretation arising out of or relating to this Agreement or any amendments hereto shall be settled by arbitration in Miami, Florida in accordance with the procedures provided herein.

(b) Initiation of Arbitration. Arbitration may be initiated by a party by serving written demand upon the other party or parties. The demand shall specify the issue(s) in dispute and the name of the person designated to act as arbitrator on behalf of the party initiating arbitration. The party or parties receiving the demand shall answer within twenty (20) days of the date demand is made by stating any additional issue(s) in dispute and the name of the person designated to act as arbitrator on behalf of such party or parties. Failure to answer will result in a denial of the issues in the demand, in a waiver of the right to raise additional issues relating to the issues set forth in the demand at any future date, and in a waiver of the selection of the second arbitrator. If the failure to answer results in the selection of only one arbitrator, that arbitrator, acting alone, shall hear the issue(s) presented for arbitration and render a written decision within twenty (20) days thereof in accordance with all other applicable provisions of this Section 4.2.

(c) Selection of Arbitrators. The arbitrator(s) so chosen shall meet within twenty (20) days after the second arbitrator is chosen and shall decide the dispute, controversy or question of interpretation. If he or they are not able to resolve the dispute, controversy or question of interpretation within the twenty-day period, the selected arbitrators shall select a third arbitrator and, if they cannot agree on the third arbitrator within twenty (20) days, the third arbitrator shall be appointed upon their application to the American Arbitration Association ("AAA"), or upon the application of either party to the AAA, by the AAA in Miami, Florida.

(d) Scope of Power. The arbitrator or arbitrators shall have the broadest powers permitted by law or equity, including the power to grant injunctive relief, order specific performance, and grant other equitable remedies which the arbitrator or arbitrators deem appropriate. The arbitrator or arbitrators shall conduct conferences and hearings, as appropriate, hear arguments of the parties, and take the testimony of witnesses.

(e) Binding Decision. The arbitrator or arbitrators shall meet and decide the dispute, controversy or question of interpretation by written decision stating the reasons in support thereof, and shall render an award within sixty (60) days of the demand for arbitration or within twenty (20) days of the appointment of the third arbitrator, whichever is later. A decision in which two of the three arbitrators concur shall be binding and conclusive upon the parties, subject to being

vacated, modification or correction as permitted by the Florida Arbitration Code. If two of the arbitrators shall be unable to concur, the parties shall appoint new arbitrators and a new arbitration shall be conducted. In appointing new arbitrators and in deciding the dispute, the arbitrators shall act in accordance with the rules of the AAA then in force, subject however, to such limitations as may be placed upon them by the provisions of this Agreement, except that each party may appoint as its arbitrator its own attorney, accountant, employee or officer.

(f) Enforcement of Decision. Any determination rendered in accordance with the provisions of this Section 4.2 shall be controlling and decisive of any dispute, controversy or question of interpretation thereafter arising under this Agreement, and judgment upon, or confirmation of, the determination may be entered in any court of record of competent jurisdiction or application may be made in such court for judicial acceptance of the award and an order of enforcement as the law of such jurisdiction may require or allow. The parties waive all rights of appeal of any order confirming, modifying or correcting a determination or award by the arbitrator or arbitrators or any order, judgment, or decree provided under Section 682.20 of the Florida Arbitration Code. The determination of the arbitrator or arbitrators shall be kept confidential by the parties, unless disclosure is required for purposes of enforcement or required by law.

(g) Prevailing Party Fees. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs resulting from any action to confirm the award or enforce the judgment resulting therefrom.

SECTION 5. TERM; TERMINATION.

5.1. *Term.* This Agreement shall continue in force so long as Quality shall exist, unless sooner terminated as provided hereinafter.

5.2. *Termination.* This Agreement shall terminate and all rights and obligations hereunder shall cease upon the happening of any of the following events:

(a) The written mutual agreement of all the parties hereto;

(b) The sale of at least sixty-six and two thirds percent (66 2/3%) of the assets of Quality to a person or group of persons as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, in a transaction or series of related transactions;

(c) The liquidation or dissolution of Quality; or

(d) Any one Shareholder becomes the owner of at least seventy-five percent (75%) of all of the issued and outstanding shares of capital stock of Quality.

SECTION 6. DEALINGS IN GOOD FAITH; BEST EFFORTS.

Each party hereto agrees to act in good faith with respect to the other party or parties in exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each party agrees

to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

SECTION 7. MISCELLANEOUS.

7.1. *Notices.* All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, telefax and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to the party thereby being notified at the address set forth below such party's signature to this Agreement or to such other address as that party may designate by notice complying with the terms of this Section 7.1. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date telecommunicated if by telegraph; (c) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7.2. *Entire Agreement and Amendments.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by a written agreement signed by the parties hereto.

7.3. *Waivers.* No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

7.4. *Severability.* If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

7.5. *Specific Performance.* The Shares cannot be readily purchased or sold in the open market. Furthermore, the parties hereto agree and acknowledge that it is in their best interest to restrict the ownership of the Shares as provided herein to facilitate the continuity of the existing management of Quality and to encourage the active involvement of the current Shareholders in the management of Quality. For those reasons, among others, the parties will be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by any party of any provision of this Agreement, then the other parties hereto shall be entitled, in addition to all other rights or remedies, to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance of the provisions of this Agreement.

7.6. *Captions.* The captions of this Agreement are for convenience only and are not deemed to be part of this Agreement.

7.7. *Enforcement Costs.* If any legal action or other proceedings is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, and all other charges billed by the attorney to the prevailing party or parties.

7.8. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

7.9. ***Benefits; Binding Effect.*** This Agreement shall be for the benefit of, and shall be binding upon, the Shareholders hereto and their respective heirs, personal representatives, executors, legal representatives, successors and assigns.

7.10. *Interpretation.* The parties hereto acknowledge that each party has participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, this Agreement shall not be construed unfavorably toward a party or parties on the ground that such party or parties or their legal counsel was the draftsman thereof.

SECTION 8. INDEPENDENT COUNSEL; CONFLICT OF INTEREST OF COUNSEL.

The parties to this Agreement recognize that the law firm of Zack, Sparber, Kosnitzky, Spratt & Brooks, P.A. (the "Firm"), the drafters of this Agreement, has rendered advice and counsel in the past to Quality and to some of the Shareholders and their Professional Associations. The Shareholders, for their own behalf and for the behalf of each Professional Association, and Quality each hereby acknowledge that the Firm is representing Quality with respect to this Agreement and the transactions contemplated herein and EACH SHAREHOLDER HAS BEEN ADVISED TO RETAIN INDEPENDENT COUNSEL to advise him regarding this Agreement. The Shareholders, for their own behalf and for the behalf of each Professional Association, and Quality each hereby release and relinquish any claim against the Firm or any of its members from any conflict of interest arising or purportedly arising from this Agreement or the transactions contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

ATTEST:

By: _____
Its: *Secretary*

CORPORATION:
Quality Oncology, Inc.

By: _____
Its: *Chief Executive Officer*

Address: 1200 South Pine Island Drive, Suite 170
Plantation, Florida 33324

[illegible]\clients\quality\shareh1d 006

EXHIBIT A

Shareholder Signature Page

James G. Schwade, M.D.

Address: _____

_____

Phillip C. Smith, M.D.

Address: _____

_____

Tim R. Williams, M.D.

Address: _____

_____

J. Clinton Shope, M.D.

Address: _____

_____

Michael E. Kasper, M.D.

Address: _____

_____

Terry S. Bloom, M.D.

Address: _____

_____

Bruce D. Greene, M.D.

Address: _____

_____

Tod Speer, M.D.

Address: _____

_____

Norman H. Anderson, M.D.

Address: _____

_____

Roberto Putzeys, M.D.

Address: _____

_____

G. Steven Bucy, M.D.

Address:_____

Timothy A. Brant, M.D.

Address:_____

Ted E. Yaeger, M.D.

Address:_____

Ann Spangler, M.D.

Address:_____

EXHIBIT B

Definition of Selling Group and Noncompete Area

1. James G. Schwade, M.D.

Noncompete Area: Fifteen (15) mile radius from any office or offices where medical services are rendered by any member of the Selling Group.

2. Phillip C. Smith, M.D.
Tim R. Williams, M.D.
J. Clinton Shope, M.D.
Michael E. Kasper, M.D.

Noncompete Area: Fifteen (15) mile radius from any office or offices where medical services are rendered by any member of the Selling Group.

3. Terry S. Bloom, M.D.
Ted E. Yaeger, M.D.
Ann Spangler, M.D.

Noncompete Area: Fifteen (15) mile radius from any office or offices where medical services are rendered by any member of the Selling Group.

4. Bruce D. Greene, M.D.
Tod Speer, M.D.

Noncompete Area: Fifteen (15) mile radius from any office or offices where medical services are rendered by any member of the Selling Group.

EXHIBIT C

Notice of Rescission

TO: Quality Oncology, Inc.

FROM: _____

DATE: _____

RE: **Notice of Rescission Pursuant to Shareholders' Agreement**

The undersigned, constituting all of the members of the applicable Selling Group, hereby elect to exercise the rescission right granted the Selling Group pursuant to Section 2.1 of that certain Shareholders' Agreement dated February 28, 1997 by and between Quality Oncology, Inc. and certain of its shareholders (the "Agreement").

As further provided in Section 2.1, attached are certificates representing the Applicable Shares, with the stock powers on the back of each certificate duly endorsed and executed in blank, together with the payment of all applicable transfer taxes thereon. Each of the undersigned further acknowledges the representations, warranties and other statements made in the Agreement as of the date hereof.

Capitalized terms not defined herein shall be as set forth in the Agreement.

_____	_____
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____

EXHIBIT D

Put Notice

TO: Quality Oncology, Inc.

FROM: _____

DATE: _____

RE: **Put Notice Pursuant to Shareholders' Agreement**

The undersigned shareholder of Quality Oncology, Inc. (the "Company") hereby elects to have the Company acquire the amount of Shares of the undersigned set forth below (not to exceed 25% of the Shares owned by the undersigned on the date of the Agreement, as defined herein) at the purchase price set forth in the Agreement pursuant to Section 2.2 of that certain Shareholders' Agreement dated February 27, 1997 by and between the Company and certain of its shareholders (the "Agreement").

The undersigned further acknowledges the representations, warranties and other statements made in the Agreement as of the date hereof. Capitalized terms not defined herein shall be as set forth in the Agreement.

_____

Name: _____

Number of Shares to be Sold: _____

EXHIBIT E

Management Services Agreement