

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<hr/>	:	Case No. 2:03-CV-5336
In Re DVI, Inc. Securities Litigation	:	
<hr/>	:	Hon. Legrome D. Davis

**AMENDED
STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (the “Stipulation”) is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into by and among the following Settling Parties (as defined below): (1) Lead Plaintiffs Cedar Street Fund, Cedar Street Offshore Fund and Kenneth Grossman (“Lead Plaintiffs” or “Plaintiffs”), by and through their counsel; and (2) Defendant OnCURE Medical Corp., f/k/a OnCURE Technologies Corp. (“OnCURE”), by and through its respective counsel. This Stipulation is intended by the Settling Parties to fully, finally and forever compromise, resolve, discharge and settle the Released Claims (as defined below), upon the terms and conditions of the Stipulation as set forth below, and does not constitute a settlement of any claims by Lead Plaintiffs against any other Defendants in this Litigation.

WHEREAS,

A. Beginning on or about August 20, 2003, a number of putative class actions were commenced against DVI, Inc. (“DVI”) and certain of its individual officers and directors, and its lender, financial advisor and lead underwriter, Merrill Lynch & Co., Inc., alleging violations of the federal securities laws. On November 25, 2003, Judge Legrome D. Davis of the United States District Court for the Eastern District of

Pennsylvania (the “Court”) consolidated these actions and appointed Cedar Street Fund, Cedar Street Offshore Fund and Kenneth Grossman as Lead Plaintiffs, and Clinton A. Krislov and Krislov & Associates, Ltd. as Lead Counsel, and Chimicles & Tikellis as Liaison Counsel for the putative class. A single consolidated complaint was filed on or about February 23, 2004 (“First Amended Complaint”), adding Deloitte & Touche LLP as a defendant. Shortly thereafter, a report was issued by an Examiner appointed in the DVI bankruptcy proceedings, reporting on findings uncovered during a five-month investigation into accounting irregularities at DVI. In light of the Examiner’s Report and other materials obtained, Lead Plaintiffs amended their complaint on May 21, 2004 (“Second Amended Complaint”), adding the following defendants: John P. Boyle, Terry Cady, Gerald Cohn, Nathan Shapiro, William S. Goldberg, Harry T.J. Roberts, John E. McHugh, Richard E. Miller, Anthony J. Turek, Dolphin Medical, Inc., OnCURE, PresGar Imaging, LLC, Radnet Management, Inc., and Canadian Imperial Bank of Commerce Trust Company (Bahamas) Limited, as trustee of certain trusts for the benefit of the grandchildren of A.N. Pritzker (“CIBC”). Another amended complaint was subsequently filed on July 22, 2004 to make non-substantive changes to the Second Amended Complaint (hereinafter, the “Third Amended Complaint”). Thereafter, Lead Plaintiffs, On September 30, 2005, filed a Fourth Amended Complaint, adding Thomas Pritzker, the Pritzker Organization LLC, and other presently unknown individual members of the Pritzker family, John Does 1 through 10 (collectively, “the Pritzker Defendants”); and further amended on April 7, 2006, to add Clifford Chance LLP and Clifford Chance US LLP (collectively, “Clifford Chance”) (hereinafter, the “Fifth Amended Complaint”).

B. Lead Plaintiffs allege that Defendants (as defined below) violated Sections 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission (“SEC”) and that certain Defendants violated Section 20(a) of the Exchange Act.

C. Specifically, Lead Plaintiffs allege that certain Defendants culpably issued materially false and misleading statements and omitted material information to the public in, for example, press releases, financial statements and other public documents filed with the SEC. These allegedly false and misleading statements and omissions related to, *inter alia*, DVI’s true revenues, loan loss experience and reserves, asset values, and its liquidity.

D. Lead Plaintiffs also allege that certain Defendants culpably engaged in deceptive schemes and devices in furtherance of an overall scheme to defraud DVI investors. These schemes included, among others, concealing the substantial impairments to loan and lease assets on DVI’s books through a variety of deceptive mechanisms.

E. On or about November 1, 2004, each of the Defendants filed motions to dismiss the Third Amended Complaint (the “Motions”). On May 31, 2005, the Court denied, in part, and granted, in part, Defendants’ Motions to Dismiss. Specifically, the Court denied all motions to dismiss except as to CIBC, the Rule 10b-5(b) claims asserted against Defendants Anthony Turek, Terry Cady and Richard Miller, and the Rule 10b-5(a) and (c) claims against OnCure for causes of action which arose before July 30, 1999 which relate to the Corpus Christi transaction or to which the same limitations period is applicable. Although the Court denied OnCURE’s motion to dismiss, OnCURE

continues to deny that it engaged in any wrongdoing, denies that it violated Section 10(b) and Rule 10b-5 promulgated thereunder by the SEC, and denies that the Third Amended Complaint and the two subsequently filed Complaints, sets forth a valid claim against it. OnCURE also continues to assert that the statute of limitations applicable to claims pursuant to Section 10(b) of the Exchange Act is a complete bar to Plaintiffs' claims against it.

F. Prior to the hearing on Defendants' Motions, Lead Counsel and OnCURE's counsel engaged in numerous settlement discussions, which led to a representation to the Court at the March 4, 2005 hearing that the Lead Plaintiffs and OnCURE had reached an agreement, in principle, to settle Plaintiffs' claims as to OnCURE.

G. Following the parties' oral understanding, the parties executed a Memorandum of Understanding ("MOU"), dated April 7, 2005, setting forth certain terms of the parties' settlement in principle to be memorialized in this Stipulation.

H. Taking into account the risks and hazards of further litigation, Lead Counsel has determined that it is in the best interest of the Class to settle this Litigation (as defined below) with respect to OnCURE, on the terms and conditions described herein. In entering into this Stipulation, Lead Counsel has taken into account the uncertain outcome and the risk of litigation, especially in complex actions such as this, including the inherent problems of proof and possible defenses to the federal securities law violations asserted in the Fifth Amended Complaint. Lead Counsel also recognizes and acknowledges the expense, risk and length of continued proceedings necessary to prosecute the Litigation against OnCURE through trial and appeals, including the risk

that the Litigation might be dismissed on motion for summary judgment, following a trial on the merits, or on appeal. Lead Counsel believes that the Settlement with OnCURE, set forth in this Stipulation, confers substantial benefits upon the Class and has determined that the Settlement set forth in this Stipulation is fair, reasonable and adequate and in the best interests of the Class.

I. Defendant OnCURE has, in the Litigation, vehemently denied, and continues to deny, all allegations of wrongdoing, liability or damage to Lead Plaintiffs and the Class, and contends that at all times it acted properly. Nevertheless, OnCURE desires to settle and terminate the claims of the Lead Plaintiffs and the Class so as to avoid lengthy and time-consuming litigation and the burden, inconvenience, and expense connected therewith, and to finally put to rest the Released Claims, through OnCURE's payments of the Settlement Amount set forth herein, without in any way acknowledging any fault or liability. This Stipulation and all related documents are not and shall not be construed as an admission by OnCURE of any fault, liability or wrongdoing of or by it, or of any other Person.

NOW THEREFORE, without any admission or concession by either party, it is hereby STIPULATED AND AGREED, by and among the parties to this Stipulation, through their respective attorneys, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Settlement, that all Settled Claims (as defined below) as against the Released Parties (as defined below) shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following capitalized terms shall have the meanings specified below:

- a) “Third Amended Complaint” means the Third Amended Consolidated Class Action Complaint filed in the Litigation on or about July 22, 2004.
- b) “Fifth Amended Complaint” means the Fifth Amended Consolidated Class Action Complaint filed in the Litigation on or about April 7, 2006.
- c) “Authorized Claimant” means any Class Member whose claim for recovery has been timely and properly submitted and/or whose claim has been allowed pursuant to the terms of this Stipulation.
- d) “DVI” means DVI, Inc., its predecessors, its subsidiaries, including DVI Financial Services, Inc. (“DVIFS”), and DVI Business Credit Corp. (“DVIBC”), and its successors. References to “DVI” throughout this Stipulation shall be deemed references to DVIFS and DVIBC if the context so requires, and vice versa.
- e) “Claims Administrator” or “Settlement Administrator” means an agent or agents of Lead Counsel, approved by the Court, who, at the direction of Lead Counsel or the Court, may perform any and all responsibilities relating to notice and/or settlement administration under the Stipulation.
- f) “Class” means all Persons and entities who purchased or otherwise acquired the securities of DVI, including common stock and debt securities, between August 10, 1999 and August 13, 2003, both dates inclusive. Excluded from the class are:
 - i. Defendants;
 - ii. any entity in which a Defendant has a controlling interest or is a part or subsidiary of, or is controlled by a Defendant;

iii. the officers, directors, affiliates, legal representatives, heirs, predecessors, successors and assigns of any of the Defendants; and

iv. those Persons who timely and validly request exclusion from the Class pursuant to the Notice.

g) “Authorized Claimant” means any Class Member whose claim for recovery has been timely and properly submitted and/or whose claim has been allowed pursuant to the terms of this Stipulation.

h) “Class Member” or “Member of the Class” means a member of the Class.

i) “Defendants” means DVI, Michael A. O’Hanlon, Steven R. Garfinkel, John P. Boyle, Terry Cady, Gerald Cohn, Nathan Shapiro, William S. Goldberg, Harry T.J. Roberts, John E. McHugh, Richard E. Miller, Anthony J. Turek, Deloitte & Touche LLP, Merrill Lynch & Co., Inc., Dolphin Medical, Inc., OnCURE, PresGar Imaging LLC, Radnet Management, Inc., Thomas Pritzker, the Pritzker Organization, LLC, and other presently unknown individual members of the Pritzker family, John Does 1 through 10 (the “Pritzker Defendants”), and Clifford Chance LLP and Clifford Chance (US) LLP (collectively, “Clifford Chance”).

j) “Effective Date,” or the date upon which this Settlement becomes “effective,” means one (1) business day after the date on which the Order of Final Judgment and Dismissal approving the Stipulation has become Final (as defined herein).

k) “Escrow Account” means a segregated account at the Escrow Agent or any successor into which the Settlement Amount will be paid pursuant hereto by

OnCURE, invested, and ultimately disbursed pursuant hereto and to Court order, as applicable.

l) “Escrow Agent” means Cole Taylor Bank as Escrow Agent which shall receive the Settlement Amount and hold the Settlement Fund in an Escrow Account pending payment of such sums pursuant hereto or any successor Escrow Agent designated by Lead Counsel and approved by the Court to act as Escrow Agent after the Effective Date. The Escrow Agent and any successor shall hold, invest and disburse the Settlement Fund pursuant to the terms of the “Escrow Agreement,” substantially in the form of Exhibit A hereto.

m) “Fairness Hearing” means the hearing referred to and described in the Preliminary Approval Order to consider the Settlement and related matters.

n) “Final” means the occurrence of the later of: (a) if there are no appeals, then the expiration of the time for the filing or noticing of any appeals from the Order of Final Judgment and Dismissal; or (b) if there is an appeal, the date on which the Order of Final Judgment and Dismissal which has not been materially altered, amended or modified in any respect by any Court without express consent by all parties, is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise. For purposes of this Paragraph, an “appeal” shall include any request for reargument or reconsideration, a petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement.

o) “Lead Counsel” means Clinton A. Krislov and the law firm of Krislov & Associates, Ltd., 20 N. Wacker Dr., Suite 1350, Chicago, Illinois 60606.

“Liaison Counsel” means Chimicles & Tikellis L.L.P., 361 W. Lancaster Ave., Haverford, PA 19041.

p) “Lead Plaintiffs” means those appointed by the Court in the Litigation to be Lead Plaintiffs, i.e., Cedar Street Funds, Cedar Street Offshore Fund and Kenneth Grossman.

q) “Litigation” means the class action lawsuit(s) filed in the United States District Court, Eastern District of Pennsylvania, Case No. 2:03-CV-5336, presided over by the Honorable Legrome D. Davis, and titled and/or captioned as In re DVI, Inc. Securities Litigation.

r) “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees, costs and expenses provided for herein and approved by the Court and less Notice and Administration Costs and other Court-approved deductions.

s) “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, Hearing on Proposed Settlement and Attorneys’ Fee Petition, substantially in the form attached hereto as Exhibit B.

t) “Notice and Administration Costs” means all reasonable costs and expenses of providing notice to the Class of the settlement with OnCURE and administering of the Settlement with OnCURE, including, without limitation, all costs associated with the printing, mailing and publishing of the Notice, Summary Notice and Proof of Claim and Release(s) relating to the OnCURE settlement, payment of the Claims Administrator for efforts in connection with the OnCURE settlement, administration costs relating to the OnCURE settlement, reimbursement to brokers and nominees relating to the OnCURE settlement, and, to the extent attributable to the OnCURE

settlement, website costs, database preparation and maintenance, file maintenance, costs and expenses related to location of and communications with Class Members, tax accounting costs, costs or fees relating to the Escrow Account, and other actual fees, costs or expenses, including, without limitation, attorneys' fees, in connection with carrying out the terms and conditions of the Stipulation or the Plan of Allocation or such other method of allocation as the Court may approve, but not including taxes.

u) "Order of Final Judgment and Dismissal" means the final order and final judgment entered by the Court regarding the Litigation, substantially in the form attached hereto as Exhibit C.

v) "Person" means any individual, corporation, partnership, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

w) "Plaintiffs' Counsel" means, in addition to Lead Counsel, each of the following law firms: Liaison Counsel, Chimicles & Tikellis, LLP, and any other firms on whose behalf Lead Counsel may, in his discretion, include in any application for attorneys' fees, costs and expenses.

x) "Plan of Allocation" means a plan or formula of allocation of the Net Settlement Fund which shall be described in the Notice to Class Members and sets forth how the Net Settlement Fund will, if the Court approves, be distributed to Authorized Claimants.

y) “Preliminary Approval” means the Court signing an order preliminarily approving the Settlement, substantially in the form attached hereto as Exhibit D (which shall be defined as the “Preliminary Approval Order”).

z) “Proof of Claim and Release” means the claim form to be submitted by Class Members in order to participate in distribution of the Net Settlement Fund, substantially in the form attached hereto as Exhibit E.

aa) “Promptly”, as referred to in paragraphs 5 and 12 herein, means within 45 days of the parties signing this Stipulation of Settlement.

bb) “Released Claims” means all claims and rights, whether known or unknown, against OnCURE and all other Released Parties (as defined herein), belonging to Lead Plaintiffs and any or all members of the purported Class who have not properly elected to exclude themselves, and their present or past subsidiaries and affiliates, and their respective heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities (including, without limitation, any claims, whether direct, derivative, representative or in any other capacity, arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States) that relate in any way to any violation of state, federal or any foreign country’s securities laws, any misstatement or omission, any breach of duty, any negligence or fraud or any other alleged wrongdoing or misconduct by OnCURE relating in any way to

DVI, DVI subsidiaries and/or DVI affiliates. This release does not and will not affect any claim asserted or to be asserted against named defendants in the Litigation other than OnCURE.

cc) “Released Parties” means Defendant OnCURE and its current and former subsidiaries and affiliates, and its and their respective heirs, executors, estates, administrators, predecessors, successors, assigns, stockholders, parents, subsidiaries, associates, employees, insurers, directors, managing directors, officers, principals, members, attorneys, accountants, financial and other advisors, investment bankers, and any other representatives of any of these persons and entities. Specifically excluded from this release are all named defendants in the Litigation other than OnCURE.

dd) “Settlement Amount” means the principal amount of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000.00) paid by or on behalf of OnCURE in accordance with the timetable agreed to by the parties (as set forth in paragraph 7), and deposited with the Escrow Agent in settlement of the Litigation against OnCURE.

ee) “Settlement Fund” means the Settlement Amounts deposited with the Escrow Agent pursuant to Paragraph 7, plus all interest and accretions thereon or thereto, and which may be reduced from time to time by payments or deductions as provided for herein or by Court order.

ff) “Settling Parties” means, collectively, OnCURE and the Lead Plaintiffs, on behalf of themselves and the Members of the Putative Class.

gg) “Summary Notice” means a summary description of this Litigation and the proposed Settlement intended for publication in news media or on the Internet, substantially in the form attached hereto as Exhibit F.

hh) “Unknown Claims” means any and all Released Claims that Lead Plaintiffs, any or all members of the purported Class, and any or all other persons and entities whose claims are being released, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties and the Released Claims, or might affect his, her or its decision to object or not to object to the Settlement. Upon the Effective Date, Lead Plaintiffs, all members of the purported class, and all other persons and entities whose claims are being released, shall be deemed to have, and shall have, expressly waived and relinquished, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principals of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS, WHICH THE CREDITOR DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE
MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

Lead Plaintiffs and OnCURE acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims was separately bargained for and was a key element of the Settlement.

CERTIFICATION OF A SETTLEMENT CLASS

2. This Stipulation requires the certification, for settlement purposes, of a class defined as follows:

all persons or entities, other than defendants in the Litigation, who purchased or otherwise acquired the securities of DVI (including common stock and debt securities) between August 10, 1999 and August 13, 2003, both dates inclusive (the "Class Period").

3. The Settlement Class is to be certified solely for claims asserted in the Litigation against OnCURE.

4. The Settling Parties agree that all the requirements for certifying the Settlement Class under Rule 23 of the Federal Rules of Civil Procedure are met here, including, numerosity, commonality, typicality, adequacy, predominance and superiority.

SUBMISSION OF SETTLEMENT TO COURT FOR REVIEW

5. Promptly after this Stipulation has been fully executed, Lead Counsel and OnCURE's counsel jointly shall apply to the Court for Preliminary Approval and entry of the Preliminary Approval Order. In the event the parties have not promptly applied for Preliminary Approval of this Stipulation within 45 days of the date hereof, OnCure's funding obligations will be suspended until such time as the parties complete and file such application.

6. If the Preliminary Approval Order is entered, the Settling Parties shall work cooperatively and take all actions required by this Stipulation, by the Court and otherwise reasonably appropriate, to obtain entry of the Order of Final Judgment and Dismissal.

SETTLEMENT TERMS

7. OnCURE shall pay One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000.00) (the “Settlement Amount”) for the benefit of Lead Plaintiffs and the Settlement Class, to be paid into an interest-bearing attorney escrow account under the control of counsel for Lead Plaintiffs (the “Escrow Account”) pursuant to the following schedule and instructions:

- a. \$117,500.00 (10% of the Settlement Amount) upon execution of the MOU (previously received by Lead Counsel);
- b. \$117,500.00 (10% of the Settlement Amount) upon execution of the Stipulation of Settlement;
- c. \$293,750.00 (25% of the Settlement Amount) forty-five (45) days after execution of the Stipulation of Settlement;
- d. \$293,750.00 (25% of the Settlement Amount) sixty-five (65) days after execution of the Stipulation of Settlement;
- e. \$352,500.00 (30% of the Settlement Amount) one hundred and twenty (120) days after execution of the Stipulation of Settlement;
- f. All interest earned in the Escrow Account shall accrue solely for the benefit of Lead Plaintiffs and the Class, unless the Final Order and Judgment does not become final or OnCURE elects to exercise its option pursuant to paragraph 28 hereof, in which case, Lead Plaintiffs shall promptly return the entire Settlement Amount and any and all interest accrued thereon to OnCURE, less Notice and Administrative Expenses and any Taxes (as defined below) upon the Settlement Fund;

g. Except for Notice and Administrative Expenses as reasonably required and costs incurred in connection with the taxation of the Settlement Fund (“Taxes”), no monies shall be released from the Escrow Account to, or for the benefit of, Lead Plaintiffs or the Class for distribution to the Class unless and until the Final Order and Judgment becomes Final.

8. The Escrow Agent and any successor shall invest the Settlement Fund in conformity with the Escrow Agreement attached hereto as Exhibit A.

9. The Settlement Fund shall be used exclusively to pay Authorized Claimants, Court-awarded attorneys’ fees, costs and expenses, Notice and Administration Costs and any other cost or expense or tax incurred by the Settlement Fund or reasonably necessary to implement this Stipulation. The Settlement Fund and all assets, sums or monies constituting it shall remain subject to the jurisdiction of the Court.

10. The Settling Parties agree that the Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1 and that the Administrator of the Settlement Fund, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund.

11. “Most Favored Nation” Settlement Status. OnCURE grants Lead Plaintiffs and the Settlement Class a “most favored nation” status, whereby, in the event OnCURE settles the claims asserted against it in either Fleet National Bank v. O’Hanlon, et al., No. 04 CV 1277 (E.D. Pa.) (the “Fleet Action”) or WM High Yield Fund, et al. v. O’Hanlon, et al., No. 04-CV-3423 (E.D. Pa.) (the “WM Action”), prior to entry by the Court of the Order of Final Judgment and Dismissal, for an aggregate total dollar amount

in any one case greater than the Settlement Amount, OnCURE will increase the Settlement Amount by whatever amount is required in order that the Settlement Amount be equal to the largest settlement amount obtained in either the Fleet Action or the WM Action. In the event OnCURE is required to increase the Settlement Amount pursuant to such provision, OnCURE shall not be responsible for the payment of any additional interest that would have accrued on the revised Settlement Amount from the date of execution of the MOU.

12. Cooperation with Lead Plaintiffs. Promptly after execution by the Settling Parties of the Stipulation of Settlement, OnCURE's counsel will meet, either telephonically or in person at Dechert LLP's offices in New York City, with counsel for Lead Plaintiffs and provide such counsel with an attorney proffer of OnCURE's expected testimony. Once the Order of Final Judgment and Dismissal has been entered by the Court, OnCURE's counsel and OnCURE's President, Jeffrey Goffman, will meet with Lead Plaintiffs' counsel in person and provide a proffer of Mr. Goffman's expected testimony. Counsel for Lead Plaintiffs may conduct the session at OnCURE's offices in Newport Beach, California, or may elect to designate another location, conditioned on reimbursing Mr. Goffman's reasonable travel expenses incurred in connection with such meeting. If, however, at the time of the entry by the Court of the Order of Final Judgment and Dismissal, Goffman has already testified in the Litigation, no additional proffer will be required. Once the stay of discovery in the Litigation is lifted, OnCURE's counsel will accept on behalf of OnCURE service of a subpoena pursuant to the Federal Rules of Civil Procedure and OnCURE will thereafter promptly produce to Lead Plaintiffs all non-privileged documents and information responsive to the subpoena.

RELEASES AND BAR ORDERS

13. In consideration of the Settlement Amount and the other promises and actions of OnCURE set forth or required herein, the Settled Claims will be released, discharged and dismissed with prejudice as against each and all of the Released Parties, without costs to any party except as provided herein, upon the Effective Date. All Class Members, whether or not any such Person submits a Proof of Claim and Release or shares in the Settlement Fund, on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees and administrators, will be deemed by this Settlement on the Effective Date to release and forever discharge the Released Parties from any and all of the Settled Claims.

14. On the Effective Date, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Settled Claims against any of the Released Parties.

15. Nothing in this Stipulation shall bar any suit or action to enforce the terms of this Stipulation or the Order of Final Judgment and Dismissal.

16. The amount of any verdict or judgment entered against a Non-settling Defendant in the Litigation shall be reduced by the greater of (a) the total amount paid by OnCURE, which Lead Plaintiffs and OnCURE have represented is \$1,175,000, or (b) the proportionate share of liability of OnCURE.

17. This Stipulation permanently bars, restrains and enjoins any other person or entity who is or may be liable to Lead Plaintiffs and/or the Class and the successors and assigns of any of them from commencing, prosecuting or asserting any action or claim against OnCURE or any of the Released Parties for indemnification and/or contribution arising out of claims made by Lead Plaintiffs on behalf of themselves or any Class Member.

NOTICE AND ADMINISTRATION

18. The Settlement Fund shall be used at the direction of Lead Counsel to pay all reasonably necessary charges, expenses and taxes, including, *inter alia*, Notice and Administration Costs. Lead Counsel shall be permitted and authorized to use the Settlement Fund to pay the Notice and Administration Costs, including, without limitation, payments to the Settlement Administrator, without additional approval of the Court or any other Person, including Settling Parties, up to an aggregate amount of \$125,000. In the event Plaintiffs settle with other defendants in this case and include those settlements in the Notice referred to herein, the Notice and Administration costs will be shared equally by each defendants' settlement fund.

19. Any Notice and Administration Costs in excess of \$125,000 shall, upon approval by the Court, also be paid out of the Settlement Fund.

20. The parties acknowledge that it would be cost effective to postpone issuing Notice of this Settlement in light of the Court having sustained most of Plaintiffs' claims against other Defendants in this Litigation and in light of most of the Defendants and the Plaintiffs currently exploring resolution through mediation because it would be more efficient to determine if other settlements are possible and, if so, to issue one

Settlement Notice rather than multiple Notices. Therefore, the parties will consult as to the appropriateness of postponing issuing Notice of this Settlement and may postpone Notice of this Stipulation for a period of time to be agreed upon by the Settling Parties and thereafter approved by the Court, but, in no event, shall such Notice be delayed more than one hundred twenty (120) days from the date of Preliminary Approval, unless the Court directs otherwise.

ADMINISTRATION AND DISTRIBUTION OF SETTLEMENT FUND

21. Lead Counsel, acting on behalf of the Class, and subject to the supervision, direction and approval of the Court, shall cause the Claims Administrator to administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund.

22. Lead Plaintiffs shall seek Court approval of the Plan of Allocation at the Fairness Hearing.

23. The Settlement Fund will be applied as follows:

- a. To pay, before or after the Effective Date, all reasonable Notice and Administration Costs;
- b. Subject to the approval and further order(s) of the Court, to pay, after the Effective Date, such attorneys' fees, costs and expenses as awarded by the Court, and other costs and expenses as the Court may order;
- c. To pay all applicable federal, state, local or other taxes on any interest or other income earned by or on the Settlement Fund; and
- d. Subject to the approval and further order(s) of the Court, to distribute the balance of the Settlement Fund, after the Effective Date, to Authorized

Claimants in accordance with the Plan of Allocation or such other allocation methodology as the Court may order or approve.

24. In order to receive a distribution from the Settlement Fund, a Class Member shall be required to follow a claims procedure as administered by the Claims Administrator and which will contain the following requirements:

a. Each Person claiming to be an Authorized Claimant shall be required to timely submit a separate signed Proof of Claim and Release, substantially in the form of Exhibit E hereto, at the time and in the manner and supported as required by the Proof of Claim and Release.

b. Any Class Member who does not timely and properly submit a Proof of Claim and Release shall be forever barred from receiving any money from the Settlement Fund or any payments pursuant to the Stipulation, but in all other respects will be subject to and bound by the provisions of the Stipulation and the Order of Final Judgment and Dismissal, including the releases.

c. The Claims Administrator shall determine and pay each Authorized Claimant's share of the Net Settlement Fund based upon the Plan of Allocation, or such other allocation methodology as the Court may order or approve.

d. Each Person who submits a Proof of Claim and Release or attempts to obtain money from the Settlement Fund shall be deemed to have submitted to the jurisdiction of the Court with respect thereto, and the claim will be subject to investigation and discovery by Lead Counsel under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Person's status as a Class Member and the validity and amount of his/her/its claim. No discovery shall be

allowed on the merits of the Litigation or Stipulation in connection with processing the Proof of Claim and Releases.

e. All proceedings with respect to the administration, processing and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

25. Lead Counsel recommends, subject to Court approval, that if, at any time, the amounts remaining in the Settlement Fund are too small to be economically disbursed or paid out to Authorized Claimants, any such amounts be donated to a local charity(ies) subject to Court approval.

26. Payment(s) from the Settlement Fund made pursuant to, and in the manner set forth herein, shall constitute and be deemed conclusive evidence of Lead Counsel's and the Claims Administrator's compliance with the Stipulation with respect to all Class Members. No Class Members shall have any suit or claim against any Person, including, without limitation, the Settlement Administrator, Lead Plaintiffs, Liaison Counsel, Plaintiffs' Counsel, OnCURE or OnCURE's counsel, relating to or based on Settlement Fund distributions made substantially in accordance with this Stipulation.

27. Promptly upon receipt of any timely or other requests for exclusion (as set forth in the Notice), the Claims Administrator shall provide Lead Counsel and counsel for OnCURE with copies of all such requests for exclusion, by overnight delivery, but in all events, no later than eight (8) days prior to the date initially scheduled by the Court for the Fairness Hearing. The Preliminary Approval Order (Exhibit D hereto) and the Notice (Exhibit B hereto) shall provide that all requests for exclusion must be submitted to and

received by the Claims Administrator no later than ten (10) days prior to the date initially scheduled by the Court for the Fairness Hearing.

28. If the percentage of total damages allegedly suffered by the entire Class for which exclusion is properly and timely requested, and which exclusion requests are not retracted, revoked or withdrawn in a timely fashion, exceeds eight percent (8%), excluding any damages arising out of claims alleged by the plaintiffs named, as of April 7, 2005, in WM High Yield Fund, et al. v. O'Hanlon, et al., No. 04-CV-3423 (E.D. Pa.), OnCURE shall have the right, exercisable in its sole discretion, to terminate this Settlement. To be effective, OnCURE's right to terminate the Settlement pursuant to this Paragraph must be exercised by giving written notice to Lead Counsel, in accordance with Paragraph 53 below, at least four (4) days prior to the date initially scheduled for the Fairness Hearing.

29. OnCURE shall not have any rights, obligations or liabilities of any kind whatsoever in conjunction with the administration of the Settlement, including without limitation, the determination, administration, calculation, processing or payment of claims, the payment or withholding of taxes (except as provided in Paragraph 7), or any losses or liabilities incurred in connection therewith.

APPLICATION FOR ATTORNEYS' FEES AND EXPENSE REIMBURSEMENT

30. Lead Counsel will apply to the Court for an award of attorneys' fees and reimbursement of costs and expenses from the Settlement Fund. Such attorneys' fees, expenses and costs as are awarded by the Court (the "Fee Award") shall be paid from the Settlement Fund pursuant to the direction of Lead Counsel, but payment shall not be made before the Effective Date. Lead Counsel shall allocate Court-ordered fees, costs

and expenses among Plaintiffs' Counsel according to Lead Counsel's good faith assessment of each firm's respective contributions to the prosecution of the Litigation.

31. If a Class Member or other Person appeals the Fee Award, payment of any uncontested amount shall not be stayed, but instead shall be paid as provided herein as if no appeal had been taken. The contested amount shall remain in the Settlement Fund, but shall not be paid to anyone until and unless a final order is issued by the Court in relation to any contest. To the extent such appeal is unsuccessful, any attorneys' fees, costs or expenses found to have been properly awarded but not yet paid shall immediately be paid, but not before the Effective Date.

32. OnCURE shall have no responsibility for, and no liability whatsoever with respect to, any payment in respect of attorneys' fees, costs and expenses from the Settlement Fund, except as set forth in paragraph 7 herein.

INDEPENDENCE OF COURT APPROVAL OF THE STIPULATION, PLAN OF ALLOCATION, AND AWARD OF ATTORNEYS' FEES AND EXPENSES

33. The procedure for, and the allowance or disallowance by the Court of, any applications for attorneys' fees, costs and expenses to be paid out of the Settlement Fund are not part of the Settlement set forth in this Stipulation, and any application for attorneys' fees, costs and expenses shall be presented to the Court in such manner as to allow the application(s) to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Stipulation. Any Order or proceedings relating to any application for attorneys' fees, costs and expenses, or any appeal from any order relating thereto, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Order of Final

Judgment and Dismissal approving the Stipulation and the Settlement of the Litigation set forth herein.

34. Any request for the approval or allowance by the Court of the Plan of Allocation or other allocation methodology is not part of the Settlement set forth in this Stipulation, and will be presented to the Court in such a manner that it may be considered separately from the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Plan of Allocation or other allocation methodology, and any appeal from any order relating thereto, shall not terminate or cancel this Stipulation, or affect or delay the finality of the Order of Final Judgment and Dismissal approving this Stipulation and the Settlement of the Litigation set forth herein.

35. Submission, approval, implementation or consummation of the Plan of Allocation or any application for attorneys' fees, costs and expenses shall not be a condition of this Stipulation, and any order or proceeding relating thereto shall not operate to delay, terminate, suspend, or cancel this Stipulation or to affect its implementation except as set forth elsewhere herein.

36. Submission, approval, implementation or consummation of the Plan of Allocation shall not be a condition of the award of any attorneys' fees, costs or expenses, and any order or proceeding relating thereto shall not operate to delay, terminate, suspend, or cancel the payment of the Fee Award.

**CONDITIONS OF, EFFECT OF DISAPPROVAL,
CANCELLATION AND TERMINATION OF SETTLEMENT**

37. The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

- a. The Court's entry of the Preliminary Approval Order substantially in the form of Exhibit D hereto;
- b. The Court's entry of the Order of Final Judgment and Dismissal, or a judgment substantially in the form of Exhibit C hereto; and
- c. The Order of Final Judgment and Dismissal becoming Final.

38. If all of the conditions specified in Paragraph 37 above, are not met, the Stipulation shall be canceled and terminated.

39. Upon the Effective Date, any and all remaining right, title, interest or claim of OnCURE or any Person claiming through or on behalf of OnCURE to or with respect to the Settlement Fund, or any part thereof, shall be absolutely and forever extinguished.

40. If, after presentation for Preliminary Approval, the Stipulation is refused Preliminary Approval, or if, after request is made for entry of the Order of Final Judgment and Dismissal, such Order is refused, or if approval of the Settlement is subsequently reversed, vacated or modified on appeal, or if the Stipulation is terminated or canceled or the Effective Date does not occur, then within ten (10) business days after written notice of cancellation is sent by Lead Counsel or counsel for OnCURE to the other Settling Party, the balance of the Settlement Fund, including any accrued interest less any monies paid or expenses incurred but not yet paid for Notice and Administrative Costs and Taxes shall be refunded by the Escrow Agent to OnCURE. OnCURE shall be solely responsible for payment of taxes on any income of, or interest earned by, the Settlement Fund (to the extent not already paid); and other than as provided elsewhere herein, each of the Settling Parties shall be deemed to have reverted *nunc pro tunc* to

their respective status(es) as of the date and time immediately prior to the execution of the Stipulation and they shall proceed in all respects as though the Stipulation had not been executed, without prejudice from the negotiation, facts, or terms of this Stipulation except that monies paid and debts incurred for reasonable Notice and Administrative Costs shall not be paid to, returned to or recoverable by the Settlement Fund or OnCURE.

STIPULATION NOT AN ADMISSION

41. Neither the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, shall be:

a. construed as or deemed in any judicial, administrative, arbitration, mediation or other type of proceedings, to be evidence of a presumption, concession or an admission by any of the Released Parties of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted in the Litigation, or otherwise against the Released Parties, or of any purported liability, fault, wrongdoing or otherwise of the Released Parties; or

b. offered or received in evidence in any judicial, administrative, arbitration, mediation or other type of proceeding for any purpose whatsoever, including, but not limited to, as a presumption, concession or an admission of any purported liability, wrongdoing, fault, misrepresentation or omission in any statement, document, report or financial statement heretofore or hereafter issued, filed, approved or made by any of the Released Parties or otherwise referred to for any reason in such a proceeding, other than for the purpose of and in such proceeding as may be necessary for construing, terminating or enforcing the Stipulation, except that the Settling Parties may file the

Stipulation and/or the Order of Final Judgment and Dismissal in any action that may be brought against them in order to support a defense, counterclaim or cross-claim, if any, based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or similar defense, counterclaim or cross-claim; or

c. construed as a concession or an admission that the Lead Plaintiffs or the Class have suffered any damage; or

d. construed as or received in evidence as an admission, concession or presumption against the Lead Plaintiffs or the Class or any of them that any of their claims are without merit or that damages recoverable in the Litigation would not have exceeded the Settlement Fund.

MISCELLANEOUS PROVISIONS

42. The Settling Parties agree that the fact and nature of the Settlement, including the Settlement Amount, will remain confidential until the filing of a motion or other application seeking Preliminary Approval of this Stipulation.

43. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

44. OnCURE warrants the payments made, or caused to be made pursuant to this Stipulation, at the time such payments are made or caused to be made, will not render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code, including sections 101 and 547 thereof.

45. The Class Members and OnCURE agree not to assert in any forum that the Litigation was brought or defended by the Settling Parties or their counsel in bad faith or

without a reasonable basis. The Settling Parties shall assert no claims of any violation of the Private Securities Litigation Reform Act or Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or Settlement of the Litigation. The Settling Parties agree that the amounts paid and the other terms of the Stipulation were negotiated in good faith, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

46. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties.

47. The headings used in this Stipulation are for the purposes of convenience only and are not meant to have legal effect.

48. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of implementing and enforcing it, entering orders providing for or approving the Plan of Allocation or other allocation methodology, awards of attorneys' fees, costs and expenses and any other reasonable or appropriate order.

49. The waiver by one Settling Party of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

50. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement, and no representations, warranties, or inducements have been made concerning this Stipulation other than those contained herein.

51. The Stipulation may be executed in one or more counterparts and by facsimile signature. All executed counterparts and each of them shall be deemed to be one and the same instrument.

52. The Settling Parties hereto and their respective counsel of record agree that they will use their best efforts to do all things and obtain all necessary approvals of the Settlement as required by the Stipulation.

53. Any notice required or permitted hereunder shall be deemed to have been properly given or made if served by substantially simultaneous facsimile and hand delivery on the Settling Parties at their counsel's addresses/facsimile numbers below:

Lead Plaintiff:

KRISLOV & ASSOCIATES, LTD.
Clinton A. Krislov
Michael R. Karnuth
20 N. Wacker Drive
Suite 1350
Chicago, Illinois 60606
Facsimile: (312) 606-0207

OnCURE:

DECHERT, LLP
David Hoffner
Olivier Strauch
30 Rockefeller Plaza
New York, NY 10112
Facsimile: (212) 698-3599

54. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the Commonwealth of Pennsylvania without regard to conflict of laws, except to the extent that federal law governs.

55. The Court shall have and retain exclusive jurisdiction to interpret or enforce any provisions of this agreement and for all ancillary matters, including, *inter alia*, attorneys' fee awards and allocations.

56. This Stipulation shall not be construed more strictly against one party than another for any reason, including the fact that it, or any part of it, may have been prepared

by counsel for one of the Settling Parties, it being recognized that each Settling Party helped draft this Stipulation and that it is the result of arm's-length negotiations.

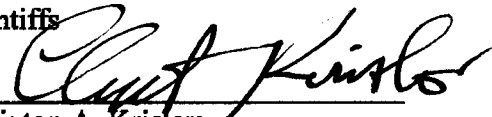
57. Each Person executing this Stipulation warrants and represents to all Settling Parties that they have the full authority to do so and to bind each Settling Party for whom they sign.

58. This Stipulation shall be binding upon, and shall inure to the benefit of, the Settling Parties and their respective agents, successors, executors, heirs and assigns.

Dated: October 10, 2005,
as amended on July 19, 2006

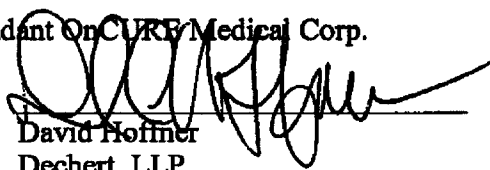
Lead Plaintiffs

By:


Clinton A. Krislov
Krislov & Associates, Ltd.
Civic Opera Building
Suite 1350
20 North Wacker Drive
Chicago, Illinois 60606

Defendant On CURE Medical Corp.

By:


David Hoffner
Dechert, LLP
30 Rockefeller Plaza
New York, NY 10112