THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT
Ralph King Anderson III, Administrative Law Judge

Appellate Case No. 2014-000973
Case No. 2012-ALJ-07-0090-CC

Grand Strand Regional Medical Center, LLC .....Respondent,

v.

South Carolina Department of Health and
Environmental Control.....Respondent below.

Case No. 2012-ALJ-07-0091-CC

Grand Strand Regional Medical Center, LLC .....Respondent,

v.

South Carolina Department of Health and
Environmental Control and Carolina Regional Cancer Center, LLC... Respondents below,

Of whom Carolina Regional Cancer Center, LLC is the.....Appellant.

RECORD ON APPEAL – VOLUME 6 OF 10

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CRCC would not appeal an adverse decision based on all the emails and the evidence that kind of demonstrate that CRCC's motive in applying for CON applications is to protect market share. And I pulled this quote right out of Petitioner's 54, "With two separate CONs we protect both our northern and southern service area. Worst case, we end up in court on both CONs and no one moves forward until the courts decide." And that's exactly what's happened.

THE COURT: Well, I respectfully tell you I'm going to use the 2017 number. I can't presume.

MR. THOMAS: I understand, Your Honor. But Mr. Tolbert used 2017 as the third year of operations but he knew he wasn't going to be able to gin up that adverse impact if he stuck with what Grand Strand had done in the original CON application, which he was perfectly fine using before DHEC. So Mr. Tolbert decided to use inpatient, Grand Strand's inpatient market share to approximate future radiation therapy volume. And he did this analysis in August of this year, just a few days before his deposition. Now, no one denies that radiation therapy is an outpatient service. No one

denies that Grand Strand would be new to the market. But Mr. Tolbert, he testified, well, I used the third year of operations because that's when DHEC considers a program to be fully established. And you heard Mr. Sullivan's testimony, that's simply not the case. DHEC expects to see if a program is to be operating at 50 percent of capacity by the third year. Even so, you know, what did Mr. Sullivan do? He projected his numbers that shows that Grand Strand's going to be at about 90 percent capacity. But 90 percent was not enough for Mr. Tolbert. His calculations put Grand Strand at 164 percent of capacity by the third year of operations. Now here's the interesting thing, Your Honor. Mr. Tolbert could have done all of these market share analyses a long time ago before -- and could have done it before the project review meeting and showed DHEC there, because he admitted he had access to the state South Carolina Office of Research and Statistic data, which shows inpatient market share for every year that pretty much you want to look at. But he chose not to use it. And here's the other thing, and

I'm glad -- I'm glad this -- that this exercise was done with Mr. Sullivan yesterday, because I tried to do it with Mr. Tolbert. He admitted as he had to that Grand Strand never tried to hide their reliance on the support from the medical oncologists, which they need in order to establish a program, and they never shied away from trying to get the support. And I listed everyone I could find on Joint 2, every page where Coastal Cancer Center is listed in the DHEC record, you know, either by -- by Grand Strand. So Mr. Tolbert also had knowledge of Coastal Cancer Center's Myrtle Beach office's utilization. It's interesting that number, I think it was 1,054 new cancer patients was brought up on the last day of trial. But he never thought that was that important. He never brought that up at project review. CRCC never brought that up. Mr. Tolbert also had access to all of CRCC's referral data. In fact, he actually submitted it attached to one of his letters, that was the exhibit to, I think it was his November 28th letter, that showed that they had 1,000 referrals under treatment for a 12 month,

rolling 12 month period, November through October of 2011. So he had that. He could have done a referral analysis. He could have done an inpatient market share analysis. And I believe you heard CRCC witnesses testify that you make your best case to the Department at the project review meeting, that's your best case. Mr. Tolbert's best case was to use the projected treatment volumes and Grand Strand's CON application to demonstrate adverse impact. He had six months. I believe he testified that the numbers that Grand Strand was projecting, he wouldn't do the project. Mr. Lewis testified the numbers he was -- that Grand Strand was projecting, he wouldn't do the project. And we thought -- I thought this was very interesting, because Mr. Tolbert said Grand Strand just wouldn't do this for financial reasons, but yet he had those pro formas, they were sitting right before him at the project review meeting. So despite his years of developing financial pro formas, teaching finance, health finance classes at Lander, being a member of one of 9,500 fellows at the American College of Healthcare

Executives, he didn't think to bring it up saying that it was somehow financially unfeasible. So again, the best case was to use Grand Strand's volumes projected forward to 2015, not overall inpatient market share, not adjusted inpatient market share, not oncology inpatient market share, not changes in referral patterns. What's more, there are no internal CRCC emails, nor were there ever any accusations in CRCC's submission, many submissions to DHEC, all the way up to December 16, 2011, they submitted a letter saying that Grand Strand would devastate them or decimate them based on Grand Strand's relationship with Dr. Holt and Coastal Cancer Center. And there were none of these things because it's just unimaginable to think that a single operator startup in a market where you've got 81 percent of the market is going to have that kind of effect on your operation. And so as I've said, we believe that CRCC's really interested in preserving an 81 percent market share in the three-county service area. And you've seen Petitioner 52, Respondent's 39, it's an extremely profitable operation that does about

54 percent EBITDA margin. Now, what we find interesting from CRCC's perspective is that it thinks Grand Strand has this dominating presence in the inpatient market because it's got a 39 percent inpatient market share in Horry County, and eight percent market share in Georgetown County, and less than a one percent market share in Williamsburg County. So if Grand Strand's dominating at these levels, what does that make CRCC? Mr. Tolbert had several key errors in his adverse impact models that Mr. Sullivan pointed out yesterday. First, he admitted to applying a 2009 primary service area/secondary service area total inpatient and oncology inpatient market share to a three-county area even though Grand Strand's PSA and their SSA don't include all the areas in the three counties. He admitted that he applied these erroneous market shares to all of the service area treatments in all three counties, including the prostate treatments as if they were all up for grabs. He admitted that all the treatments would come out of CRCC's utilization even though his own draw rate analysis indicate that some patients, although

not many, Mr. Sullivan admitted that on the stand, but even his own analysis show that a few would come out of Georgetown. And then he did an adjusted market share model carving out urological surgery even though he knew the actual treatment number for prostate cancer. It's on their documents. But he decided to make a comparison between urological surgery and radiation therapy treatment. They're apples and oranges. But why would you carve something out based on urological surgery when you have the actual number to carve out? It doesn't make any sense. There's only one reason you do it like that and that's to maximize adverse impact on your competitor, on your competing applicant. The fact is Mr. Tolbert did at least four adverse impact analyses, three of which were done a month before trial. He really couldn't keep up with them all, and I think that was pretty evident in his testimony. But we think that the most incredible adverse impact analysis is the referral analysis where he admitted that based on two 30-minute phone calls with biased CRCC personnel that you heard from, you heard

testifying, you heard they don't want Grand Strand getting one of these, he made decisions based on 140 physicians that he admitted he had never met, he'd never spoken to. But he did actually speak to one and he met one, one of those and that's Dr. Francke. How did he classify Dr. Francke? In 2011 he put Dr. Francke as a physician who would refer 40 percent of his patients to Grand Strand Regional Medical Center. That shows you how careless that analysis was done. And why did he do it? He did it because he heard -- he heard that Mr. Sullivan might do a similar analysis, but you heard why Mr. Sullivan said he kind of starting looking at and he thought this doesn't make a lot of sense because you've got to do an incredible amount of speculating to get there. And then ---

THE COURT: On the inpatient ---

MR. THOMAS: Excuse me?

THE COURT: Utilizing the Grand Strand general inpatient?

MR. THOMAS: The referral analysis.

THE COURT: Okay.

MR. THOMAS: Where each of 140 physicians are going

to send patients. So in his referral analysis, we believe, you know, the evidence shows Mr. Tolbert basically guessed at how CRCC's referring physicians would continue to refer. He created kind of these arbitrary referral categories, you know, 90 percent to Grand Strand, 70 percent to Grand Strand, 40, 40, 20, you know, Grand Strand, CRCC, Georgetown. And nothing he produced indicates that he actually gave any weight to the location of where CRCC's future radiation therapy centers would be, the one in Conway, the one in Murrells Inlet. In fact, on the first page of Respondent 10 it says, "This assumes that CRCC may" -- excuse me -- "that Georgetown, Francis Ford Murrells Inlet Center would be in existence at the time." Well, how can you make that assumption but not assume for CRCC that their Murrells Inlet location would be there? Doesn't make any sense. He also downplayed the importance of the Coastal Cancer Center physicians' offices that are scattered throughout the service area. What was interesting is that, even though it's available, he didn't know that Coastal Cancer Center had a Murrells Inlet

office. Well, that's probably a pretty big, a pretty important fact to consider based on the number of patients that come out of Murrells Inlet and how he apportioned those. Mr. Tolbert had no idea how many referring physicians Grand Strand employed, but he did acknowledge some key facts, he acknowledged that Grand Strand doesn't employ any of the medical oncologists, which is actually CRCC's largest referral source for 2012, and that AUC, CRCC's second largest referral source in 2012, employs all of the urologists in the three-county area. And so these two referrals based on Respondent's 10 account for over 60 percent, these referral sources, AUC and the Coastal Cancer docs account for nearly two-thirds of all the referrals to CRCC. And then three of the six medical oncologists in Horry County, he admitted this, who practice primarily in Conway supported CRCC's Conway project. Now I pulled this excerpt out of Petitioner's 50 for you. This is from Dr. Francke, "Medical oncologists of Coastal Cancer Center, Drs. Golberg, Cody, and Karpenko have all agreed to sign letters of support for our CON for Conway. I did ask Dr.

Holt's permission for his associates and he said yes. He did not go volunteer to submit a letter of his own, but it is the support of the three med oncs that service Conway that we really need anyway." They got the support of the doctors they needed. And basically, what's interesting about this is Dr. Francke states that he didn't volunteer to one of his own, but -- Dr. Holt didn't volunteer but it doesn't indicate that it was ever asked. Now Mr. Tolbert acknowledged that he didn't document the medical staff affiliations in his referral analysis, there was no column or anything like that. And he basically downplayed their importance, basically saying well, you never know if they've got courtesy staff or some other type of privileges. But CRCC's project review presentation indicates that Conway and Loris wouldn't refer patients to Grand Strand. We know hospitals don't refer patients, physicians do. Now what we thought was interesting was -- excuse me, Your Honor -- was Mr. Tolbert's Grand Strand committed category, which included two physicians who are not on Grand Strand's medical staff, but Mr. Sullivan

testified he looked at it, they're on Georgetown and MUSC's medical staff. And Georgetown under Mr. Tolbert's analysis is going to have a Murrells Inlet location. But nevertheless, Mr. Tolbert decided to put these two physicians, not on Grand Strand's medical staff, but actually on Georgetown's medical staff in the 90 percent to Grand Strand category. So nine out of every ten of their patients are going to go to Grand Strand. That doesn't make any sense, Your Honor. There are 127 treatment plan referrals Mr. Tolbert placed into something called the other category. I mean, he kind of downplayed that. He said, well, that's just not -- there's the 80/20 rule, or something along those lines. That's 3,000 patient treatments going to CRCC, which would be 60 percent of capacity of the TomoTherapy unit. Now he, Mr. Tolbert, actually admitted that he never really discussed any of these physician referral sources with either Dr. Francke -- I mean, Dr. Francke or Ms. Price. But he did think it was a good idea to go ahead and assume that even though these physicians who have no nexus to

Grand Strand would just start referring 40 percent of their patients to Grand Strand, and that accounts for over 1,200 treatments, but it doesn't sound like a big number to CRCC because they do 22,000 treatments a year. So you know, that's about 15 percent to them. But to Grand Strand in terms of their projection of 4,600, that's more than a quarter of their treatments. Now, on the witness stand Mr. Tolbert came up with a new theory, one referenced on his exhibits, and that's that the employees of Grand Strand may need prostate cancer treatment and would be required to get it at Grand Strand even though he admitted he'd never seen Grand Strand's employee benefit plan. And so he said well, because he had ceded all 263 referrals for prostate cancer over to AUC that that was really a conservative analysis, because he could have -- he could have come up with some to give to Grand Strand because of this new theory. Well, what he forgets is that a large portion of prostate cancer patients are above the age of 65. They'd be on Medicare. He acknowledged there wouldn't be many employees at Grand Strand on Medicare. And he also seems

to forget that as Mr. Sullivan said many of the employees at Grand Strand are female and they're never ever going to need prostate cancer treatment. We believe that Mr. Tolbert's referral analysis is not reliable, it's not based on anything remotely scientific, and shouldn't be given any weight by Your Honor. And in fact, because of the egregious errors in all four of his adverse impact analysis, each one, Your Honor, interestingly enough showing a progressively higher adverse -- every time he does it the adverse impact gets worse and worse and worse than the previous one we don't think any of them should be given any weight whatsoever when you're making a decision as to whether Grand Strand's project is going to adversely impact CRCC. Now CRCC produced some new documents in late August showing that their treatment volumes were down in 2013 through July. And we think this is pretty convenient, especially when one really drills down to those numbers. But when you do that the only physicians with declining referrals are the urologists, which is the only referral source with any loyalty to CRCC. And we're

wondering if the urologists were told to minimize referrals to increase adverse impact. We think that's an inference that's allowed to be made. Now, this appears to be the case because PSA guidelines, as Mr. Sullivan stated, weren't actually released until spring of 2013. And maybe there was a study out there, but primary care physicians weren't informed not to do this but once over two or three years until the spring of 2013. Again, Mr. Tolbert does an analysis of the treatment data based on a one year comparison side by side of the first seven months of 2012, the first seven months of 2013, doesn't provide what happened to the last five months of 2012, doesn't provide what happened to the last five months or did a monthly analysis in 2011, so a one year comparison. This is a man who testified that he prefers to use a full years set of data, but that one year comparison spells allegedly doom and gloom for CRCC. But ironically, even at these new volume projections I think at 20,000, which we would ask Your Honor not to consider because they're not official, they're not official numbers, CRCC would remain among one of the highest

volume radiation therapy providers in the state of South Carolina. One thing Mr. Tolbert brought up on the stand was well, perhaps there's seasonal variation of radiation therapy, but he admitted he had no knowledge of whether radiation therapy treatments varied with the seasons. It's not something he looked at, and there's no evidence in the record that suggests that the onset of cancer varies with the seasons like influenza or the cold might. Now we believe these new arguments are basically desperation, especially after Mr. Tolbert ignored the most compelling issue with respect to adverse impact, which is the urology referrals. He didn't carve them out and he testified that he didn't really consider them because he didn't really understand the magnitude of the volume of the referrals. That's why we believe that the court should rely only on the official, state published data, which is based on a full years data, as Mr. Tolbert likes to use, which demonstrates a need for an additional linear accelerator in the service area in addition to the one approved by DHEC. Now one issue I want to

bring up, and I'll address some of the DHEC points that were made by Ms. Brandt, but she made a claim that Georgetown would be adversely impacted by Grand Strand's project because of overlapping zip codes. Now, she acknowledged she was neither a health planning expert nor a health finance expert. She acknowledged that she didn't really do any analysis to determine whether or not the fact that they had overlapping zip codes would cause a shift in referrals. But all we have to do is look at Petitioner's 28 and 29, which are the approval letters for both CRCC and Georgetown's Murrells Inlet radiation therapy center applications, because they undercut her conclusions regarding Grand Strand's adverse impact. First of all, what did she do? She approved two new linear accelerators, radiation therapy treatments to be a half mile apart from each other and found that neither would have an adverse impact on the other. Why? Because of Georgetown's referral relationships and from their employed physicians and the loyalty from Georgetown's medical staff. So we find it very interesting that DHEC would kind of make this leap that

CRCC, a half mile away, wouldn't adversely impact Georgetown, nor would Georgetown adversely impact CRCC in the same zip code, but the fact that Grand Strand, 20 miles away from Waccamaw and from that -- you know, from the site where the relocation's going to be would have some kind of adverse impact based on the fact that you're just overlapping zip codes. That doesn't make a lot of sense. And we'd ask you to discount any adverse impact on Georgetown, not the least of which is they didn't intervene in this case, and they didn't present any data stating how they would be adversely impacted. Nothing in the record on that. Now, Mr. Tolbert testified that Grand Strand's what if analysis is more indicative of what Grand Strand would really do in terms of projected treatments. First of all, this ignores the testimony of Robert Grace, Grand Strand's CFO who admittedly nobody's taken issue that the first need analysis, projection analysis, whatever you want to call it, assumed ten treatments per patient and something like 4,000 treatments in year one.

THE COURT: You can go over this fairly fast. I can

tell you from having heard this case the what if analysis to me was a what if analysis.

MR. THOMAS: Okay. All right. Got you, Your Honor. So anyway, I can move on from there, Your Honor. And basically ---

THE COURT: I'm going to go with what the experts --

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MR. THOMAS: Okay.

THE COURT: Y'all's analysis of that.

MR. THOMAS: Okay. I can move on.

THE COURT: I didn't tell you not to -- you can ---

MR. THOMAS: I was just going to say a couple of points. So basically, it ignores his testimony of what he did in terms of having no experience. He'd never worked in a facility with a linear accelerator before. He'd never done a pro forma with a linear accelerator. And he basically admitted that he just doubled the volumes of Mr. Sullivan, and there's an email that actually supports that testimony where he says he doubled Mr. Sullivan's volumes to appease the corporate brass so -- without any strategy of how he would get there. So simply doubling the volumes does not a highly utilized program make. And furthermore, Your

Honor, again, no single provider would get over 6,900 treatments in 2011, so no single unit operator provider. The average single unit provider did 4,819 treatments. Now, under Mr. Tolbert's analysis, Grand Strand would be the highest utilized single linear accelerator operator in the state of South Carolina after only three years of operations. He also ignores the fact that there's still substantial outmigration in the market that could be captured by a comprehensive cancer treatment center like Grand Strand if there were one there. We saw Petitioner's 26 that showed all those people going to MUSC from the service area, going to McLeod. And we believe that the only reliable adverse impact analysis that should be given any weight by this court is Mr. Sullivan's analysis set forth in the DHEC application in Petitioner's 41. And he relied on Mr. Tolbert's 2017 utilization projection when doing this analysis. He carved out the urology treatments, because they're not up for grabs, and then he applied Mr. Tolbert's most aggressive market shares just by Grand Strand having no experience in this particular service

area, no geographical advantage like CRCC. And none of the projections exceeded the tipping point. And Grand Strand does admit it does have the burden of proof, okay. And it has proof that CRCC will not suffer any meaningful adverse impact, especially given that the market's going to continue to grow. There's no evidence saying the population's going to decline in Horry County, the number of old people above the age of 65 is going to decline. The market's continuing to grow. And any suggestion that Mr. Sullivan did not somehow perform his own adverse impact analysis is just false. As for CON application projections for Grand Strand, Mr. Sullivan testified that he was well aware of Grand Strand's market share data from two previous projects that he had worked on for Grand Strand both involving inpatient services. He said 50-bed project and 37-bed project. He testified that he accounted for the fact -- he knew, he actually knew the urologists were employed by CRCC's parent company, but he didn't know the extent of that employment. And he testified that he considered the fact that Georgetown would be a

startup -- excuse me, Grand Strand would be a startup facility. He performed his draw rate analysis based on actual inpatient cancer discharges from Grand Strand's service area zip codes, so exactly where the inpatients were coming from. And he did this, Your Honor, because DHEC asked him to. DHEC asked him to find -- to tell him where the -- to do a by zip code projection of kind of where the radiation therapy services were coming from. And this is the only way he could think to do it because he didn't have access to that data. It's not something that you report to the state by zip code. Now we believe Mr. Sullivan's projections are more in line with what's really occurring, what really occurs out there in the -- from state operators, like Georgetown which is hovering around 5,300 treatments in a county with no competition and pretty good population. So under the State Health Plan's standard, Grand Strand achieves more than 50 percent utilization by year three, does not reduce the existing providers below the 80 percent threshold, and Mr. Sullivan also showed that they were able to satisfy all the other

standards and basically showed that standing alone, Grand Strand can be approved if these applications are not considered competing. Now if Your Honor feels that they are competing, we believe Grand Strand's the logical choice, and here are the reasons why. We believe that Grand Strand's the only provider that's actually offering something new in the service area, which is comprehensive cancer treatment. As to the access issue, right now there's no access to comprehensive cancer treatment. Grand Strand's already accredited as a community cancer program by the American College of Surgeons. It already offers PET/CT services, inpatient oncology, inpatient and outpatient cancer surgery, every imaging service that could ever be required of a cancer patient. Grand Strand will not and by federal law cannot offer financial incentives to referral sources, which means there's no chance of costly overutilization. Grand Strand is building a state-of-the-art radiation therapy center. It's 9,500 square feet. It's not a -- it's not an atypical center for an inpatient program, and it's actually less than the one

Georgetown was approved for to relocate to Murrells Inlet. It's not locating its linear accelerator in a facility that is less than half the size of 21st Century's typical facilities. Grand Strand has no plans, Your Honor, to locate, to relocate its facility down the road like CRCC. Thirty to 40 inpatients will no longer have to undergo inpatient transfers to an outpatient center via ambulance, which could be for each patient, you heard testimony, three to five times for that inpatient stay. And although rare for those rare patients that Dr. Collins testified about that are on a ventilator they -- they've got a shot. They've got a chance. CRCC downplayed the importance of treating inpatients and the ventilator patients by saying that's just so rare it doesn't -- it doesn't matter, but it matters to those patients. It matters to those patients in a county that can easily support a hospital-based program because of the numbers. Now their -- I'm going to say the laws of economics are not suspended in Horry County, okay, Your Honor, just because CRCC is the single unit operator there. There will be

competition in that market and that's going to provide leverage for PPO insurance companies no matter how much -- how many times CRCC says it's not going to matter. They will finally be able to say there's somebody else in town so you've got to think about your rates. And as Mr. Sullivan testified has ability to check their -- the only perk -- if you're the only game in town you can kind of raise your rates with abandon. There's nothing to keep you from holding back. The alternative is just one provider like there is now that can dominate rates. Grand Strand's CEO and COO testified that the price of the TrueBeam has come down to levels of that of the Clinac iX, meaning there's a high likelihood of being able to install a TrueBeam in 2015 unless DHEC approves, and we just don't think that's something they would do, wouldn't make sense for them to do. Without question we believe Grand Strand doesn't -- and there was a calculation that was done with Ms. Brandt and Mr. Sullivan that shows that if only one is approved there's no way Grand Strand can bring CRCC below the 80 percent threshold, because

that threshold, that tipping point would be something along the lines of 11,000 treatments. CRCC makes millions of dollars each year at volumes at or above 20,000 treatments. That's not going to change if Grand Strand is the only provider of linear accelerator services that's approved in this case. They're not going to bring CRCC below 20,000. With the exception of one provider that is known primarily for its open heart services in the state, that's Providence, Grand Strand's the only hospital that operates above 50,000 inpatient days that does not have an associated radiation therapy service. They put a chart of there, and the chart does have a zero, Your Honor, for Saint Francis, but the testimony showed they were recently approved. And also, Your Honor, this was another chart that we showed that, you know, Horry County's one of the only counties that doesn't have a hospital-based program. Quickly, I don't have a slide for this, but I just want to quickly talk about DHEC's decision. Ms. Brandt was put up by Ms. Biggers, and she had some testimony. It was clear to us that DHEC didn't appreciate the

inpatient aspect of this particular service and kind of wrote it off because there were no inpatient revenues in the pro forma. And I think testimonies demonstrated that because of how a DRG works there just wouldn't be any inpatient revenues on a pro forma line. And Ms. Brandt admitted she's not an expert in healthcare finance.

THE COURT: Mr. Sullivan explained there may be a minimum, but it ---

MR. THOMAS: Correct, Your Honor. In certain cases where I believe he said that if -- if the insured was a percent of charges or ---

THE COUrT: Yeah, it was small.

MR. THOMAS: --- somebody that's very rare. But she admitted she wasn't an expert in healthcare finance. And it seemed based on the -- and I made a big deal of this using the interrogatories with her, because it seemed that based -- she really primarily based her decision on the access to the folks in Conway, the ten minute saving one way travel time, 20 round trip, and the lower cost of CRCC project. That seemed to me what she was really focused on. And she did go into the adverse impact,

but she really focused on Mr. Sullivan's comment that they would get significant referrals from -- that Grand Strand would get significant referrals from Coastal Cancer Center. Nobody's denied that because we're not getting any from urologists the second largest referral source in the county is Coastal Cancer Center. She didn't really quantify it, and she kind of discounted Mr. Sullivan's adverse impact analysis in the application, said well she just thought it had to be more patients than that. But she didn't -- but Mr. Sullivan testified, no, if you look at the growth and you look at the fact that there's going to be some in-migration, you know, CRCC is going to lose at most projected forward, you know, 600, 700 treatments. And that's just not enough adverse impact to justify using that as a basis. She pretty much ignored the idea of the new treatment setting, the comprehensive cancer idea, by basically saying well, you're not going to do any inpatients. And she got that from an old DRG or from the pro forma, but even so, she admitted on the stand that most cancer patients are going to be outpatients, not

inpatients. So we're not sure why she discounted that comprehensive treatment idea simply because she thought there wouldn't be any inpatients treated at Grand Strand. And we don't think she really paid attention to the cost containment ramifications, even though Mr. Sullivan brought it to the attention of the Department that the urologists, you know, that relationship had some implications for cost containment. She said, well, we didn't quantify the number, that Grand Strand didn't quantify the number of urology referrals. Well, how could it? It wouldn't know that. But interestingly enough, she got data from CRCC in the form of a letter from Mr. Tolbert where she could have asked that. She could have gotten it, but for some reason she didn't. But she didn't really appreciate, seem to appreciate the idea that there could be leverage in this market from a new provider, a new competitor to CRCC. So we believe that DHEC's reasoning is severely flawed, and Mr. Sullivan went through that testimony pretty thoroughly. Why shouldn't CRCC be approved if you think the applications are competing?

Well, as I said, it saves ten minutes one way travel time, and I don't know -- I think the record's going to reflect, I mean, almost every witness mentioned the fact that these folks are coming in and either dropping, you know, driving in and then they either go play golf, and there are a lot of golf courses in Myrtle Beach, they either go play golf or go on to work. Well, inpatients don't have that luxury. We don't think there's enough travel time savings here, the ten minute one way travel time savings to deny a hospital with Grand Strand's size in a community of its size, 290,000 people in Horry County projected for 2015, a comprehensive cancer center, especially when Grand Strand's impact on CRCC is pretty minimal. CRCC's not offering dual therapy for patients who require both chemo and radiation therapy on the same day. And although I think the witnesses admitted that most chemo is done at the offices of medical oncologists, Grand Strand's center does have chemo and infusion rooms and there will be inpatients who would need that. And we already mentioned that because of passage of time, CRCC really doesn't

have a technological advantage with the TrueBeam. Now we think that Grand Strand's alleged lack of backup capability really is a non-starter, Your Honor, because Georgetown's had that center -- Georgetown Memorial Hospital's had that center in Georgetown County for ten years, I believe that's what the State Health Plan shows. It's a single unit operator without any backup unit, and it's been going for ten years, and it received that kind of vaulted ACR accreditation, which CRCC certainly plays up in its project review slides in the DHEC record Joint 2, excuse me, Joint 1. And then we believe, Your Honor, that CRCC will move the facility to the urology -- urologist's property in Conway, and there's two reasons. First, the facility is not up to CRCC's standards. You saw the floor plan in, I believe, it was Joint 11 or 12. It was the Murrells Inlet, CRCC's Murrells Inlet CON application, and what they're proposing to build there is something closer to 7,000 square feet and a cost of eight million dollars. And also -- and this is what it looks like. I mean, this is what CRCC-Conway's facility, and

that's just not up to snuff. Mr. Lewis admitted that the typical size for 21st Century oncology -- excuse me, facilities are 5,000 to 12,000 square feet and this one is less than four, and it's just -- it was built a long time ago. And the other factor is that 43.7 percent of the referrals come from the urologists, Your Honor. Now, Mr. Sullivan testified that the US Government Accountability Office studied the use of costly prostate cancer treatment by providers who self-refer. He further testified that the study found that the providers substantially increased the percentage of their prostate cancer patients they referred for IMRT after they began self-referring and that suggests the financial incentives for self-referring providers were likely a major factor driving the increase in the percentage of prostate cancer patients referred for IMRT, Your Honor. And we know that the very first purpose of the stated purposes of the CON Act, 44-7-120, is to promote cost containment. And if prostate cancer services, which I believe Mr. Lewis testified cost Medicare $30,000 for the whole course of the treatment are being

overutilized at CRCC, they should not be awarded yet another CON and have no competition in this area. Your Honor, we really believe that CRCC's motives for applying at Murrells Inlet call into question its allegedly magnanimous motive of bringing the treatments closer to the patient, and it seems -- I've cited five different documents for Your Honor that every decision by CRCC to move one of its linear accelerators or establish a new facility is defensive. It's really trying -- more designed to keep other applicants out of the market rather than bring a service closer to patients. I believe 21st Century's CEO, whose name is Dosoretz, Dr. Dosoretz, he summed it up in an email to his forces, "It is clear that they are relocating their CON as per my discussion with Doug Thursday. We need to apply for same. Andrew, please start marshaling your forces for the battle coming up." And you also saw, Your Honor, the documents that indicated that they were trying to protect the southern flank, the northern flank, they got over here, protect that flank. This isn't -- this program's not about

protecting flanks. It's about providing high quality healthcare services that best meet the public's need and promoting cost containment. The fact of the matter is CRCC's documents indicated they weren't really sure where they were going to apply. And this wasn't -- this wasn't on property, like property next to other property, this was actual cities where we go in North Myrtle Beach, we go into Conway, really until just a few weeks before they submitted their application. And yet CRCC repeatedly calls into question Grand Strand's decision to explore locating its radiation therapy center on property adjacent to its campus. You can actually take -- we saw the photograph, one of CRCC's exhibits where it just shows here's the hospital, here's the medical oncology office. There's just nothing in CRCC's internal documents that suggests that their reasons for relocating the linear accelerator, establishing a new one, has anything to do with patient care. And what about this red herring issue? Grand Strand's internal documents indicate that the first site location was the hospital, Your Honor. That was an email from Mr. -- excuse

me, I should say from Mr. White -- or excuse me, Ms. Price from Doug White dated December 15th, 2010. It says, please send me a draft with all the blanks filled in where we can put on letterhead and send. Will you folks also support our CON application if we apply to put a Clinac in the hospital. And what was interesting and what Mr. White didn't know at the time was that CRCC had plans to potentially build a new linear accelerator facility and he had just tipped them off that that's what he wanted to do. Grand Strand considered Dr. Holt's property next to its campus, which would have been connected with a road to minimize inpatient travel time, but they never got to a schematic drawing stage, only block site drawings, Your Honor. And I know you saw all of those exhibits. They rejected the option because it was going to be $1.4 million and that's a lot of money. And the documents indicate what did Grand Strand do but listen to its health planner. Respondent's 122, the external consultants believe that putting it at the hospital speaks to higher and better services available to the patients. There are

no such documents that CRCC produced of any language like that because market share, not patient care, is what they're concerned about. We believe Grand Strand's project is superior to CRCC's from the design of the project, the actual size and shape and what they're trying to offer in terms of patient care in its service area. And we believe that if the Court considers the CON application to be competing, DHEC's decision to deny Grand Strand must be reversed and Grand Strand's project approved over CRCC. The CON program, Your Honor, as I mentioned in my opening was not created to protect healthcare facilities from competition. We know what competition can do, promote cost containment and it can promote higher quality. We don't believe the court should let CRCC use the CON program as a shield. We believe Horry County residents deserve the choice between a freestanding radiation therapy center dominated by financially interested physicians and a hospital-based radiation therapy center with no such financially incentivized physicians. And we believe, Your Honor, and I'll say it one last time, that based on the volumes projected

forward, based on what Grand Strand is going to do, that you can approve both of these projects. So you can give Conway residents a closer access if they want to use a freestanding facility, but for the ones that want to use an in-hospital one and get all their patient care in one place, they can have that option too. And we believe both applicants standing alone are approvable under the State Health Plan. Thank you, Your Honor.

THE COURT: Okay. Do you want to let Ms. Biggers go or do you want to go? I don't care which way you do it.

MS. BIGGERS: Your Honor ---

MR. LONG: I think she's going to let me go, Your Honor.

THE COURT: Okay.

CLOSING STATEMENT - BY MR. LONG:

MR. LONG: Your Honor, as we conclude our ninth day of trial, I often am asked by people why these CON cases take so long, and it's something I have thought about and Your Honor probably has too, and I think one reason is is because these cases -- healthcare is complicated. It's complicated in our country today, and these

cases are very important to our clients. These services are important and these cases are important, and so we need to spend the time to try to explain these issues and explore them in detail. And we appreciate your attention during the trial and giving us an opportunity to kind of summarize the evidence in the case that's here before you. The first thing I'd like to start with in talking with Your Honor is to remind Your Honor who has the burden of proof in the case. Grand Strand has the burden of proof, and as you know very well, in Administrative Law Court Petitioner bears that burden by a preponderance of the evidence, and he has to show -- Grand Strand has to show this Court that the Department's decision is wrong. If they want to show that these applications are non-competing, they bear the burden of that. If they want to -- if they intend to show the court that their application should be approved, they bear the burden of that. They also bear the burden if they ask this Court to kind of flip the decision and award a CON to Grand Strand and not award one to CRCC. So Grand Strand's obligated to put forth evidence

to do that, to show that, and they failed to meet their burden. And in during this case, CRCC's presented a substantial, if not overwhelming amount of evidence to show that these applications are competing and to show that CRCC is the most -- is the superior applicant. I want to review some of that with you. Just to initially lay the foundation of where we are, the State Health Plan is always kind of the first document that we look at in regards to these cases and these services, and of course, that's no different here. The 2010-2011 State Health Plan is the applicable plan, Chapter 9 is the applicable chapter for radiation therapy. A couple things, important things that it tells us, one, is that there are two providers in the -- one that we have a three-county service area. It's Horry, Georgetown, and Williamsburg. The State Health Plan defines it that way and that is the service area. There are two providers in the service area, Georgetown and CRCC. And there are four linear accelerator units in the service area. In addition to these applications that we've been discussing for the

last two weeks, DHEC approved the relocation of two units to Murrells Inlet. Georgetown applied to move a unit to Murrells Inlet, CRCC applied to move a unit to Murrells Inlet. The Department approved both. Now, as part of that relocation what is important, one thing to realize is that Georgetown projects that it will increase its treatments as a result of the relocation. Now that doesn't affect the 80 percent capacity standard that we're going to talk about in a minute, because it's still an existing unit, and so therefore, the 80, we're just looking to see whether it would be 80 percent. But Georgetown, by moving to Murrells Inlet, Georgetown clearly will adversely affect CRCC, and they will be impacted by the addition of two units in the service area. And those projects were approved, I think, three months before these projects were approved. So they're clearly -- it was something that the Department had to consider in regards to its analysis and consideration of the -- considering its analysis in relocation of these particular applications.

THE COURT: Was it reflected in their decision?

MR. LONG: They did, and in Ms. Brandt's decision letter she talks about, and I think that's one of the things that she's talking about, those overlapping zip codes of Georgetown is bringing two units on, and bringing a unit on with Grand Strand could potentially have some impact to Georgetown's increased projections of treatments in its application. So I think it was properly before the Department. This map right here is one of our maps that you've looked at. Real quickly, this gives you a geographic outlay of kind of where the units are, and you can see that Grand Strand and CRCC are right on top of each other, the proposed unit in Conway is more distributed, Murrells Inlet would be more distributed, Georgetown to the south. And one thing to remember, Your Honor, while the two proposed relocations would, of course, be on top of each other, they're going to be half a mile from each other, neither applicant supports that. Both applicants appealed that decision because they don't think there should be two linear accelerators a half a mile from each other. Neither one of them do, that's why -- that's

what that case is about. So it is not correct to say that basically both of them are fine with the current status quo; they think that only one linear accelerator should be in Murrells Inlet. Now, looking at the standards. For an expansion of a radiotherapy or radiation therapy services, which would apply to CRCC, of course, you've got the -- the service has to operate at 80 percent of capacity for two years, and we have to project a minimum use of 50 percent capacity by year three. CRCC had done that in its application. There's really no dispute as to whether we satisfied the standards in the State Health Plan for an expansion of service. Now, move to the next standard dealing with new radiation therapy services, and of course, there's great dispute here. All right. The standard says that all the existing units in a service area have to operate at 80 percent capacity for one year. It also says that the applicants had to project 50 percent capacity by year three. We'll talk about that in a little bit. And here's the key part, without reducing the existing machines below the 80 percent capacity. Throughout his

closing argument, Mr. Thomas talks about reducing the providers below 80 percent capacity. It's not the providers, it's the units. Okay. So it's a key difference there. So it's not that each one of the units has to be below 80 percent, it's all four machines have to operate in a capacity below 80 percent. If you don't satisfy, if an applicant doesn't satisfy all three prongs of this standard, there's no need for the service. And I heard Mr. Thomas say that basically in his closing argument. I heard Mr. Sullivan say it on the stand. So if the approval of both drives the units below 80 percent, there's no need for the -- for two machines. Competing applications, this is the definition set forth in the regulation and the statute. We've got the numbers right here on the closing argument, Your Honor. And basically, I just want to point out, you know, it's a four-prong test or four-part test to determine whether applicants are competing, but the first three elements of the test are clearly satisfied, and there's no dispute about it. It's the same service. It's the same service area. It's in the time frame

set by the regulations. So the whole key requirement for the Court and for the Department on review is which -- if the applications, both of which were approved, would it exceed the need for the facility or the service. So that is the key question for the Court, is this prong, the third prong of the standard, which is would the approval of both drive the existing units below 80 percent. So this is the question for the Court. They've got a variety of questions on the competing application issue. Has Grand Strand, they bear the burden of proof, proven that the approval of both CRC-Conway and Grand Strand will not drive the existing units below 80 percent capacity. And the substantial and overwhelming evidence presented in this case over these days is, no, they have not proven, because the approval of both will drive the existing units below the 80 percent capacity.. One of the things I wanted to talk about is just quickly mention to you is this idea about the inpatient market share. Inpatient market share has been acknowledged as a reasonable proxy to forecast market share for a hospital applicant seeking

to add radiation therapy services in the service area. That's the citation to the case, Beaufort Hilton Head Radiation Oncology Center vs. DHEC from 2003. And in that case the court found, this Administrative Law Court found that inpatient market share was an appropriate proxy, because the hospital doesn't offer the service so they don't have a market share in radiation therapy. Everyone acknowledges that.

THE COURT: Well, if I buy that theory, this case may not be one analogous to that theory. And that's what I'm trying to figure out.

MR. LONG: Well, I think when I explore some of that, hopefully I'll be able to answer those questions.

THE COURT: Yeah, I know ---

MR. LONG: And if you have them, please interrupt me and ask me because I'll be happy to answer them for you. In regards to the inpatient market share proxy, Grand Strand offers no proxy to the Court. They just criticized. They didn't offer an alternative proxy, they didn't come forward and say you should look at outpatient, they didn't come forward and look at the -- they just basically criticized our inpatient

market share. Our expert, Mr. Tolbert, went out and did the work. He looked at additional data and information. He looked at -- he compared -- he offered additional analysis to support and confirm using this market share data as a proxy for how many patients and therefore treatments they will obtain in the third year to see whether their approval will drive the existing units below 80 percent. Mr. Thomas mentioned it, but I want to walk through this again because I do think it's important, Mr. Tolbert's testimony about the tipping point, okay. Because really the question for the Court is, okay, what is the level of treatments that will drive the existing providers below 80 percent. And I think based on the way the testimony was developed that there's not a whole lot of dispute about that. Mr. Tolbert rejected that in the third year of operation, 2017, that there would be 31,824 treatments. Mr. Sullivan projected a slightly higher number, a few hundred more, but he basically used Mr. Tolbert's number in some of his exhibits. And I think the Court can certainly conclude that the total number of

treatments in 2017 would be 31,824 based on the evidence that was presented. We know that based on the current capacity there's four units in that service area. The total capacity is 26,000 units for four, 80 percent of that is 20,800 treatments. And so that's the 80 percent number. That's the 80 percent capacity, the existing units. There has to be at least 20,800 and I guess one treatments available for those four units for them to stay above 80 percent. So that leaves 11,024 treatments for CRC-Conway and Grand Strand. That's 31,824 minus the 20,800 gives you 11,024. There's no dispute in the case about the Conway number. They never submitted any evidence that the Conway projections would be higher or lower than what they were projected in the CON, and so I think the Court's left with no alternative but to conclude that Conway's treatments in 2017 will be 5,499. So that leaves our tipping point number for Grand Strand. It's 5,525 treatments for Grand Strand. So the question for the Court, what will Grand Strand's volume be in 2017? And of course, with the burden of proof it's up to

them to show what that will be in regards to whether it would be higher or lower. But the key -- but the answer to the question is if Grand Strand's volume is above 5,525 treatments, the analysis is complete and the applications are competing. So what will Grand Strand's volume be in 2017? Well, Mr. Tolbert did testify and did an extensive amount of work, and he showed while looking at a number of different ways of looking at it that Grand Strand's volume will be way above 5,525 treatments. It's not even close when you look at all of these different ways that he looked at it. He looked at it from an overall inpatient market share analysis, he then went and looked at a physician referral redirection analysis, and then he also had the benefit of HCA's internal analysis, which I heard Your Honor's comment a minute ago, but it certainly supports Mr. Tolbert's numbers because they're pretty close.

THE COURT: Could I stop you here?

MR. LONG: Sure.

THE COURT: My struggle with these numbers, and if you could guide me in this area, is having

heard the case, I really don't buy the 25 treatment patients recognizing that urology is where the bigger numbers are so that I think it's more accurate around 21, 22, you know, in that area. So if you could, and I don't know if I'm asking --

MR. LONG: Well, I don't ---

THE COURT: -- you to argue on the cuff or not ---

MR. LONG: Well, we talk about that in a few more slides, but I'll say ---

THE COURT: Okay.

MR. LONG: --- this, Your Honor, but I want to say - - but I want to answer your question this way; is I'm not sure at the end of the day it really makes a whole lot of difference.

THE COURT: All right.

MR. LONG: Because when you're as over -- when you're so far above the 5,525 that Grand Strand is under all of these analysis, whether you're doing 25 or 21 treatments per patient is not going to matter. They're still going to be way above. It's just going to be the difference between, you know, something in the sixes or sevens or eights. I mean, they're way above. And maybe when I start walking through the

market share data with you ---

THE COURT: Well, I was just forewarning you.

MR. LONG: Yeah, but no, I appreciate the issue. I'm going to give you a slide in a little bit to tell you why I think it ought to be 25, but I don't think it matters is what I would tell you at the end of the day. It's not a determining factor. I don't think -- I think these other issues are more determinative. So looking at that, let's look at the overall inpatient market share. This is the CRCC Exhibit 12, and again, inpatient market share's been accepted by the court. He considered the service area, the population variances in the counties, the impact of the tertiary services, and a reasonable market share for Grand Strand of 25 to 27 percent results in thousands of treatments more than the tipping point. Twenty-five to 27 percent of the market share. That's not a big market share for the dominant hospital in Horry County, for a hospital that basically is the only tertiary hospital, that's not. And I think that's supported by their internal discussions that they know they can do these kinds of numbers. Let's look at the next

slide. Let's just walk through Mr. Tolbert's analysis for a second here in regards to CRCC Exhibit Number 12. And the first part of this is important just for the fact that he showed, Mr. Tolbert did, he showed the Court as to why the number of treatments in 2017 would be 31,824, and he took the CON numbers and he projected them out to 2017. And he did that for Grand Strand and for Conway, and there really hasn't been any testimony opposite of that. And you can see here that projected out to 2017, the CON application for Grand Strand shows 4,934 treatments. So even with their number, which we strongly disagree with, they're getting close to the 5,500 number. Now, and like I said, I don't think any of this was really disputed by Mr. Sullivan in regards to this page here. Now let's look at the second page, this is Tolbert 12906, which I think is the third page or fourth page of the exhibit. And what's important here is Mr. Tolbert, again, did the work. He went out and he looked at the market share data for the hospital and compared it and looked at it by county, and he looked at the population. And

what he saw, he found, and concluded from the State's data is is that what you would expect, which is that Grand Strand has a huge market share in Horry County for a hospital. It's 39 percent. They've got four other hospitals that they compete against for all kinds of services, everything from just going to the emergency room to doing open heart surgery. They basically -- and they have a very high market share in Horry County. When you look at their market shares in other counties that they -- really Georgetown is impressive also, and so he calculates there in that bottom right-hand corner of that box, 29.9 percent, which is what he calls the weighted market share. So they're at 30 percent inpatient market share for the hospital over the three-county area. And then he says well -- well, Mr. Sullivan criticized his work in the deposition by saying he doesn't take into consideration the fact that Grand Strand's market share's going to be higher in certain services because they're the tertiary hospital and the other hospitals are not performing these services like open heart surgery, neurosurgery or whatever. So he

backed out the cardiovascular and he took it out of the calculation, and it reduced that number from 29.3 to about 27 percent. So 27 percent is their inpatient -- inpatient market share, and when you go back to Tolbert 12904, a couple of pages earlier in the exhibit, and you see where he does the mathematical calculations, 27 percent is 8,700 treatments. Twenty-six percent, which is the number that he likes and testified to is his opinion is 8,210 treatments. So you're 2,500 treatments over the tipping point or more than almost 3,000 -- over 3,000 treatments in regards to the 27 percent market share. When you look at those numbers on the calculation, the numbers above, the capacity of the existing units, when you use these percentages for Grand Strand's program, it drives the existing providers well below 80 percent. Twenty-six percent market share drives existing providers to 69 percent, 27 percent market share drives the existing providers to 67 percent. It's not close. They're well below 80 percent. Now Mr. Sullivan didn't do any of this work. He didn't go and look at the market share numbers. He

didn't do any additional calculations. He didn't take any of the additional evidence that was presented in the case and do an updated market share calculation. He didn't do anything. And I suggest to you, Your Honor -- let's go back to the other slide before -- because he knows -- go back to a couple of slides earlier or one slide earlier -- he know that -- let's go to the next slide. There we go. Next -- no, two over. The next slide. He knows that at his 15.5 percent number -- next slide. We'll get there. We'll get back to it. At his 15.5 percent number they're almost at the tipping point. Even with that 20 percent number that he kind of suggested in his deposition or whatever, they're over the tipping point number. They're at 6,470. So almost all the evidence suggests that we discovered during discovery, presented in the case suggests that the market share numbers are going to be higher. And if you just go a little bit higher than the 15.5 percent you're going to be over the tipping point. So he didn't do any more work. He didn't want to do any more work because it was only going to lead

him to conclude that the market share number was going to be higher and certainly that it wasn't going to be lower. 15.5 percent and there they are at 5,000 treatments. All right. Let's go to the next. Now Mr. Tolbert -- Mr. Sullivan criticized Mr. Tolbert's work on market share by saying well, you didn't take into consideration the circumstance here with the physicians, because you've got these two big referral groups and one group is employed by 21st Century and there -- which also owns CRCC. And so it's an unusual situation here because of that, okay. And so he went and he looked at that issue. But here's something we need to remember, there are two big referral groups, two big referral groups, the urologists and the medical oncologists. And clearly Grand Strand articulated from the beginning that they could get the referrals from the medical oncologists. And here are just some of the reasons some of the testimony in evidence that you saw that shows the connection between Coastal and Grand Strand as they're moving through this process. Dough White testified, he's the CEO at Grand Strand, or at least he

was when he testified, and he had been there for like 18 years, far more than any other Grand Strand witness in regards to the market, and he testified that the project was futile without the referrals from Coastal. Futile. Not even worth trying. He spent all of his time dealing with Dr. Holt. We looked at a lot of emails I know early in the case where we talked about the location and the connection to stuff, and Doug White's on a number of those emails. And every time there's an email with Doug White on it it's talking about Dr. Holt, okay. He's never really talking to Dan Sullivan. He's not dealing with the equipment. He's not dealing with the projections. He's not talking to anybody about market share. He's talking to Dr. Holt, okay, about the project. I was really surprised on the very -- to hear this testimony that on the first phone call that anybody ever had with Dan Sullivan about this project, Dr. Holt was on the phone. The doctor was on the telephone talking to the consultant about the project. The Grand Strand CON application references Coastal over a dozen times. The project was planned to be on his

land, and they continue to deny this. I don't really understand why. The evidence is overwhelming that they planned to put it there for four months. I realize Your Honor might have been frustrated by the number of times we went around and around about that, but the reason it's important is because it shows the close relationship between Coastal Cancer and the hospital. They clearly were talking to him. They were going to put it there. Those drawings that he tried to epitomize in his closing and during the thing, those are detailed schematic construction drawings.

THE COURT: He knew if it shows a close relationship between the former CEO of the hospital -- I have to think through that, the CEO is now gone, but -- and Dr. Holt, what evidence do I have in this case that -- because I see the point Grand Strand needs doctor or Coastal -- Coastal what is it called?

MR. LONG: Coastal Cancer.

THE COURT: Cancer. They need them. Now the issue -- they need some of them or -- so when you -- when I've got testimony about they need them, I think that's pretty obvious, but the

transition that we have in this case is we go from their obvious need to your projection that they get almost a substantial amount of it solely because of Dr. Holt.

MR. LONG: The testimony was that the Coastal Cancer group is Dr. Holt, and I asked Mr. White about this and I think, I know he testified, I believe Doug White testified about it, I know it came out in the testimony because I wanted to make sure it came out that Dr. Holt is what, in my words, a patriarch figure of the practice. In other words he's the -- and I think our witnesses talked about this too -- he's the dominant doctor in the practice. He's the one that's been there the longest. He's the one who is going -- who built that practice into what it is, and what he says goes.

THE COURT: Well, when you say patriarch, does that mean that's the lead that you're making when you say what he says goes?

MR. LONG: That's why he's involved. He's the CEO. He's the leader of the practice, so when he says we're going to become aligned with Grand Strand, he's going to move that practice's referrals, and he has the power to do it. And

that was the testimony, that he was the CEO person, that he's basically the person -- he's the one they're dealing with. I mean, to think that they -- there's no email that says well, we're only going to get Holt but not the rest of the doctors. No, no. They're dealing with Dr. Holt, and he is the euphemism for the entire practice. And I used his name all the time during the case, because I think he is ---

THE COURT: The person.

MR. LONG: -- the person. I mean, he is the person, and he is the one they're dealing with. I mean, it's not Dr. Holt's land, it's Coastal's land. It's their building and their parking lot, but they're negotiating with him, so obviously, he has the authority to sell a portion of their property. They're not concerned -- there's nothing in there about, you know, they're not saying well, we need to go have a big presentation in front of the whole -- all of the doctors and convince them or this doctor doesn't want to sell us this land or whatever. There's no worry about any of that. There's no concern about that. So I think he is the key personally, but also it is

the practice. I mean, they -- you're right, they do need it. And you know, just as an aside here, Grand Strand has never applied for linear accelerator services during the entire time that Doug White has been the CEO there, which is 18 years. There have been several linear accelerator CON disputes or battles down there during his tenure as CEO, he never got involved in any of them.

THE COURT: Was Dr. Bass the last time?

MR. LONG: Dr. Bass the last time with the urologists. And he even ---

THE COURT: One thing that I have learned in this case is I would like to be friends with Dr. Bass.

MR. LONG: I think we've all considered that, Your Honor. I think that has not been lost on any of us.

THE COURT: I learned that from the deposition that y'all gave me to read especially when I saw the 45 million.

MR. LONG: Yeah. There's no -- and I do think, Your Honor, there's another document that came in that shows that the number might be a little less than that, but it is a ---

THE COURT: Well that's 45 million ---

MR. LONG: --- it is a substantial -- is a substantial number.

THE COURT: That's 45 million on top of what ---

MR. LONG: Yeah.

THE COURT: --- Dr. Bass already had.

MR. LONG: So yeah, that's exactly correct, Your Honor. And so basically -- but what I would say is they never applied, all right. And I think -- and when they decided to apply in this situation, they knew that it would be futile without Coastal Cancer, they weighed it, they discussed it for eight months. They started talking about applying in November, they didn't apply until July but -- because they wanted to make sure that they had those referrals before they invested $10 million, and they got -- and you know, our witnesses, Dr. Francke and Sissy Price and the rest of them, they also know that area. They know those doctors, and they understand he's not -- he's not cooperating with them on our application. If you look at some of the other things, you know, not only did they plan to do the land, he gave them a letter of support personally in December of

2011, just a few weeks -- so you know, as these applications go forward, we have the project review and then there's a lot flurry of activity ---

THE COURT: When you say he gave ---

MR. LONG: --- doctors and another letter, support letter, from Dr. Holt that came out in evidence that's in the application in December of 2011. So to go out and get somebody to reiterate their support, which he says in the letter, I reiterate my support for Grand Strand in December of 2011 just a few weeks before the Department is going to make the decision. And I think that's a critical letter to show the close connection between Grand Strand and Coastal Cancer Center. And here's the other thing which came out in the testimony yesterday, they gave private information about their practice to Grand Strand. It's in the application.

THE COURT: Well, somebody did.

MR. LONG: Well, it has to be them because where else would it come from? All the experts, Mr. Sullivan said you can't get that information publicly. And so they got private information.

THE COURT: That's the 70 percent ---

MR. LONG: The 70 percent of the 1,054 patients at their main office and the 70 percent number. And what's interesting about that too is is that Mr. -- they had that information in the application and Mr. Sullivan never followed up on it because, again, they already knew they had the referrals. They didn't want to explore it too much because they knew then that was going to -- what it was going to do to the market share numbers. So Your Honor, we think that there's -- when we look at this Exhibit 12, I mean, I'm sorry, Exhibit 10, which is the physician redirection, this is a very conservative analysis. And all it should be used for is to show and support that the inpatient market share data is valid at the 25 to 27 percent numbers because the physician numbers support it. Because I'm sure Your Honor's concerned because you're like well, how are they going to get 25 to 27 percent of the inpatient market share if 100 percent of the urologists are going to go to CRCC. And that's probably a question that's gnawing at Your Honor and has been for several days. And the

answer is it's right on this sheet in a very conservative and reasonable way, because what they would have you believe is that they're going to get about 25 percent of Dr. Holt and Coastal Cancer Center's patients. And based on that slide I just showed you with their connections, that's ridiculous. They wouldn't do the project if they were only going to get 25 percent of those patients. Why do the project and invest the money. We've already saw the internal analysis that at the levels that Mr. Sullivan projects, they barely break even, they don't -- they get 85 cents on the dollar. They're not going to spend $10 million to get 85 cents on the dollar. That's what their internal numbers show and Mr. Sullivan's projections. They're not going to do it because they know that this number is going to be higher. And here's the key thing, Mr. Tolbert, I mean, frankly he does his own work. I mean, I don't -- I don't write it. I mean, I thought the numbers should be higher. I mean, if you look at -- he's at 58 percent. He carves out all of that Conway, all of the Conway patients and gives 75 percent of those

patients. And I think one thing to think about of the way that Coastal might do this if both -- if the court were to approve both is they're going to give the Conway patients primarily to us, and they're going to give overwhelming majority of the other patients to Grand Strand, which means that it's going to be a lot higher than what he's projected on this sheet. This sheet projects 100 percent of the AUC patients to CRCC even though they won't get -- we won't get 100 percent of the patients. Some will go to Georgetown; some will go to Grand Strand. I mean, not everybody, these aren't robots. People have patient choice and there's -- there'll be circumstances and health plans and all that will cause some people to go, but it -- the number won't be high, but he gives 100 percent to us on that. And when you look at the other remaining doctors, Grand Strand has relationships with these doctors. These surgeons are in their hospital every day. And so you think they're going to continue to refer to CRCC when the chief operating officer and the chief executive officer at the hospital are visiting them in their operating room, which is

their office, talking to them about how they really ought to send their radiation therapy patients to Grand Strand. Now I'm not saying there's anything wrong with it, that's just what hospital administrators do. They try to encourage people to use their hospital, that's fine, but that's persuasive to surgeons and other doctors. And so they know they have these referrals, and again, Mr. Tolbert was conservative in the way he divided those up. And you can pick and choose about one or two or whatever. These are the 2012 ones by the way. The situation with Dr. Francke, the reason Mr. Tolbert missed that is because he didn't look at the 2011 referrals because this is based on 2012 only. This was all just disingenuous for the court. That was never considered. Dr. Francke's not on that chart. But when he looked at those 2012 referrals, he started to try to allocate them the best he could. Now there are -- there are a lot of small ones. And I suggest to you a physician who refers a patient once a year to CRCC has no relationship with CRCC. That's just -- he's just referring a patient once a year to a radiation therapy

center. He's just as likely to choose the hospital as he is to choose CRCC. Might even choose the hospital because it's newer or because it is the hospital or because -- or for anything, because somebody told him one day on the street that hey, Grand Strand's great or whatever. It could be anything, because these are literally, like Mr. Tolbert testified, kind of onsies and twosies. These are very small referrals sources. So he just made an assumption, you know, how to deal with those in a very reasonable way, which is that they'll probably shake out, because one of the things Mr. Sullivan mentioned was that you ought to look at this by looking at it by unit. CRCC's going to have three units and we're going to have one so 25 percent, that's not the way people are going to look at it. There are going to be two providers in Horry County. It's going to go A or B. People aren't going to say I think I'll choose the 6x. Okay. They're not. That's not the way people make referral choices. It's going to go A or B, Grand Strand or CRCC. And so I think Mr. Tolbert's analysis of the physician referrals

is persuasive and supportive of the inpatient market share. And what's interesting is the, you know, it was Mr. Sullivan who suggested in the deposition that this ought to be done because he raised the issue about the urology referrals, and so he was like you've got to dig deeper on these -- in this case to make sure that these market share projections have validity to them. You've got to dig a little deeper. And then apparently he started doing it and decided that, no, better not do that. Okay. Because he started looking at those Coastal referrals and started seeing how that would go and he started looking at it. I mean, and that's what once you look at it you see. And then again, we're way over the number at 328 patients, whether you use 25 or 21, it makes no difference, you are way over the tipping point. And the last group of evidence I'd say is HCA's internal analysis. And I'll kind of blow through this quickly, Your Honor, because I know -- I heard your comment earlier, but it supports Mr. Tolbert's work. The HCA internal analysis does not support Mr. Sullivan's work, okay, because they never

considered his work in deciding whether to approve the project or not, and that is just clearly proven in the emails and the other exhibits that were provided during the case. And it is not credible that Grand Strand executives, like the chief financial officer and the chief executive officer and the chief operating officer, would just make up numbers with no basis and seek approval from their superiors to invest $10 million. It's just not ---

THE COURT: Well, especially somebody that got it all wrong to begin with.

MR. LONG: Well, let's look, let me show you one email I want to show you to make you -- to question that. These are the emails you've seen. He did get it wrong to start with, but then ---

THE COURT: I'm talking about Sullivan, he had it all wrong.

MR. LONG: He had it all wrong, I agree with that. He had it all wrong, but that's not what was submitted. They revised their -- remember the original thing came back where Mr. Rooker said you've got this all wrong, and they went back

and they spent an intense week or two weeks. And he said we worked very hard on this for a week or two weeks, and then we submitted the new analysis. And that analysis is this one right here, Exhibit 115, and we'll go to the next slide and you'll see on here -- we'll blow up the treatments, that's the treatments that they submitted to HCA. And these are not ten treatments per patient or whatever that earlier work that was done in January. I didn't go into a whole lot of that particularly with him because I knew it would have a lot of flaws. This work, however, came much later. That email is May 25th. This is in May and June, they have fixed their problems internally on their analysis and those are the projections and it's 7,854 in the third year. And when you go to the next slide you'll see how much money they intend to make with those numbers with a net present value, and that's really the key number too I'd suggest to Your Honor, because that's a 1.54 number. One is the base number, so that means they're going to make $1.54 for every dollar that this center spends, and the discounted cash payback is important, because

they're going to pay the money back within 6.3 years. So that's a healthy impressive return. Everybody testified, yeah, I'd do that too in a minute. Now look at the email. Go to the next slide. "Chuck gave us the approval. Go forward." Okay. June 17th. And then the email under that they give the numbers of what they approve. The current NPV is 1.54, the cash payback is -- the payback is 6.3, the ROI is 32 -- those are the same numbers. So clearly they approved it, seven to eight hundred treatments in the third year. Now the next email shows the conversation that occurred at the approval. This is what I want you to look at to concentrate on, Your Honor, about this conversation. It's kind of interesting. We've got these really detailed notes of everybody speaking, and these are very important people at HCA. These are some very high up executives in the company in Nashville. And when they have the conference call with these people, with these very high executives, the first person to speak is Robert Grace, and he says right off the bat this is the reason why we think we're going to do better than the

consultant. Our -- Dr. Holt is upset with 21st Century Oncology. Our volume derives from taking a look at the consultant and taking 50 percent market share and another -- and because of the hospital's relationship with Holt adding 15 percent. And there's no evidence that Mr. Sullivan ever really considered Dr. Holt in regards to doing his market share analysis because he did this draw rate that doesn't take into consideration that. He'd never made any assumptions or whatever they said, oh because of Dr. Holt's group we're going to increase the market share. But internally they said well, we'll take what Mr. Sullivan did, but because of Coastal Cancer Center, we're going to add another 15 percent. That's where they got their numbers and it's very consistent with Mr. Tolbert's work, and that's why I think it's important -- they may have called it a what if analysis, but you know, that's what they approved their project on is based on those -- is based on those numbers and the reasons why. Now moving on to the next slide, Mr. Sullivan's work about the draw rate. In contrast to Mr. Tolbert, Mr. Sullivan really didn't do any

independent analysis. I mean, he basically admitted that on the stand yesterday. His work papers have no market share data, none, zero. Okay. And then I'd like to spend a second, he did this draw rate analysis, which was his kind of revised -- it's interesting, he made a projection in the CON, then DHEC said well, tell us where you're going to get your patients by zip code, so he does this draw rate analysis which increases the utilization, or his projection. But he does a couple of things that I did bring out in the testimony, and I just think it was hugely important when you're studying exactly what's going to -- what's going to happen, okay. And that's why we spent time and effort to blow them up on boards. Okay. So we can kind of go to the next -- go to the next slide. All right. He projected the total number of treatments in the service area by zip code. And I don't have a whole lot of qualms on this, and I don't think anybody does really. And you can see this is where he projects the treatments are going to be. And what's interesting is that these inland counties are going to have over 200 -- 225

actual patients who will have radiation therapy services, which will be thousands of treatments, okay. And then of course some of these zip codes along the coast are going to have substantial numbers too, 29577, which is Myrtle Beach, heavily populated area.

THE COURT: Well, you just said inland counties.

MR. LONG: Zip codes.

THE COURT: Yeah, okay.

MR. LONG: Sorry. Inland zip codes. So these inland zip codes towards Conway and Loris and then to the west of Conway and then even over here. Okay. So these are the inlands, and right when you get to the coast, kind of riding up the coast here, you've got Myrtle Beach and this is actually where the hospital is located, 29572, the Dunes area. Then you get up into North Myrtle Beach and Little River and all, and these are also high numbers. And you can see that there's a lot of patients in Horry County and there are a lot -- and there's certainly a lot of patients in and around Conway and Loris and to the west of Conway, right. And in his draw rate, he projects almost no patients on the inland zip codes,

over 225 patients, thousands of treatments, and he projects that Grand Strand will get a grand total of seven. One out of 50 in Loris. Four in Conway. Two to the west of Conway. And the reason is is because he picked as an arbitrary market share number for these secondary zip codes three percent. That's absurd. I mean, I would suggest, Your Honor, that that number is absolutely absurd, and it is not a number that you can correct by increasing it to five. It's ridiculous, okay. Then he took the zip codes that were on the coast, and these are zip codes where Grand Strand gets an incredible number of inpatients. Here's their inpatient chart. And if you look on the coast there are 3,000 inpatients at the Myrtle Beach, 817 here, 1,213 at Little River, and then here's interesting, 1,000 inpatients in Conway even though they have a hospital right there. Okay. So these are obviously areas where Grand Strand gets their patients, all right. So he projects -- so in addition to this, he makes a ridiculously low market share projection in the inlands, but he caps these at 25 percent. So he says they'll never get more than a quarter

even on the zip codes right around the hospital and the zip codes where people they might have. And part of his analysis on there as well is there's going to be four machines, so they'll get a quarter. No. A better analysis is there are going to be two providers. And these numbers should be substantially higher along the coast. Their inpatient market share for Horry County is like 40 percent, and he's capping it at 25. And so as a result, his draw rate analysis understates their patients and their treatments. And that's why the number's as low as it is. And that's why he didn't ever dare to change it, because if you look at the information that got presented during the trial, he would have to conclude that those numbers were too low and they needed to be increased. Now Mr. Thomas on his closing made a lot of comments about Mr. Tolbert's analysis or review of Mr. Sullivan's draw rate. Mr. Tolbert did not use the draw rate analysis, that exhibit, to make assumptions or projections. He simply kind of redid it to show, and he had some particular criticisms of how Mr. Sullivan had done the draw rate in

regards to the comparison of the population and the actual inpatients, which caused it to be understated. I don't think it's a particularly important analysis for the Court, we didn't spend a lot of time on it in his direct because I don't think you need to go into the weeds of the draw rate because just look at those boards. Look at those maps in Exhibits 3 and 4 and it's obvious that he's under report -- under projected the market share for the hospital in Horry County. It just leaps off the page at you when you look at the colors and the actual projections. And so, as I said, they underplay, Grand Strand intentionally underplays the impact that its relationship with Coastal will have on its market share capture.

THE COURT: What was that exhibit you were showing?

MR. LONG: The two -- the maps?

THE COURT: Yeah.

MR. LONG: CRCC Exhibit 4 is the two maps that show Mr. Sullivan's projections. And then Exhibit 3 shows the projected -- the inpatient discharges.

THE COURT: All right. Go ahead.

MR. LONG: And I'm happy to answer any questions if Your Honor wants to -- you know, has about those. And you know, a couple of points I'd want to say about -- like I have said Mr. Tolbert's referral analysis, I think, is conservative because it only projects 58 percent of the Coastal referrals going to Grand Strand. When you hear Sissy Price's testimony whose been in this market for 30 years, she certainly knows that -- that how quickly those referrals can change, and if Dr. Holt moves those referrals that they're going to -- they're going to move and they're going to move quickly. Dr. Francke said he's been in markets when referral patterns change and when they change, they change quickly, okay, with a new provider in the market. One of the things I don't understand about Mr. Sullivan's testimony about the startup is what event do they think is going to happen in the future that's going to suddenly cause Dr. Holt and his group to suddenly start sending them all their patients? I mean, the reality is it's going to be the opening of the center, that's going to be the event. I mean, sure, the first year or so

people are getting used to it, but we saw on the Georgetown numbers, they're up and going by the second year. And the reason the third year is in there is because you're no longer a startup. That's why the Department picks the third year. They don't say you've got to be 50 percent because if you're not -- if you can't get to 50 percent by the time you're in the third year, you don't need to have a program. I mean I think that's the reason for the rule. And so it's not that it's some sort of, you know, step along the way, by the third year you are there. A couple of -- Grand Strand, like I said, they offer a lot of criticism. Mr. Thomas spent a lot of time on his closing offering a lot of criticism of Mr. Tolbert and the work that we did. They didn't talk a whole lot about the work that they did because they didn't do a whole lot, okay. But here's a couple of their criticisms that I'd like to address. The use of the 25 treatments per patient. Now, I think that -- I understand Your Honor's point about that maybe the number might should be a little bit less than 25. Twenty-one does seem very conservative. We saw

an email internally to HCA saying that it was ultraconservative. Dr. Collins' testimony was interesting because he went through every single type of cancer just about that I could think of, certainly everyone that would get radiation therapy treatment, and he said that the normal protocol was, and he gave it for each one, and all of them except for the metastatic cancers were 30 treatments or more. So it's not like based on Dr. Collins' testimony, which Dr. Francke conferred, I mean confirmed, it's not like prostate is way out here and everybody else is left around 20. It's that prostate is the highest, and that was the testimony of the physicians, but all the other cancers are 30, 35 treatments. You know, I don't know why the numbers are, you know I don't -- I don't know -- well I don't think we have enough data to really delve into that except that we do know that the average number of treatments at CRCC in 2012 was about 26 or 27, and we do know that 25 has been a fairly standard number nationally for a good while, and certainly 21 would be at the low end. I'm not really sure it makes a whole lot of

difference based on the number of patients that we project will be -- will go to -- that will go to Grand Strand. And when you factor that in with the Conway patients, I mean it's clearly going to drive the existing providers below the 80 percent threshold. The next criticism is what I just mentioned a minute ago, which is about the startup, and it said, you know, they keep talking about how they're going to be a startup and a startup. Well, not in the third year, they're not going to be a start up anymore. And having 6,000 or more treatments in a single unit center, an average of -- or having an average of 6,000 treatments, that's historical. There are plenty of providers that have done that. You can look in the State Health Plans. A Varian Clinac iX can easily perform 8,000 treatments in a year, easily. They can put up whatever they want to about their capacity being 5,000, real world capacity on these machines is probably up to 10,000.

THE COURT: Well, the stated capacity is seven?

MR. LONG: Is seven. And that's another interesting point about the capacity. They say their

capacity is going to be 5,000, but we have a TomoTherapy unit that's 100 percent IMRT at 5,000 and then the other Clinac iX, which I think there may be two of them. I'm not sure about the Georgetown. I know we have one at CRCC. The capacity is seven.

THE COURT: Maybe they had one of those -- they eliminated one of the things, they left the governor on there.

MR. LONG: Right, right. That's right. Another critique is -- all right, about the Department. Oka. All three applicants went through this process assuming that one was going to be approved. There's no letters. There's no -- nobody writes in their application you can approve both. They all make the cases of why their project is better. That's the case that Mr. Tolbert was talking about you make your best case. You make your case as to why you're best because it's a competing situation, you've got three applicants. And everybody --

THE COURT: I assume both of y'all were doing that.

MR. LONG: Exactly. And so he -- but in the Department's setting, you know, I'm not sure if it's the best strategy to go to the project

review and, in effect, try to tear down your opponent. I think you get -- it's more important to point out your benefits. But what Mr. -- what happened at the project review was Grand Strand made the statement that they thought that two could be approved. I think there was a question from -- at the Department level about it. So that issue percolated at the project review. No one ever gave the Department any analysis that would support that two could be approved. CRCC, Mr. Tolbert gave them an analysis that said you cannot approve two. All right. Now Mr. Thomas spent some time on Ms. Brandt and the way he looked at the numbers and the addition that lasted a long time, he talked about it again on closing today, but Mr. Tolbert answered that in his testimony very clearly by saying, look, there's a double count when you do what -- the mathematical calculation in the way that Mr. Thomas is doing it because he's trying to total up all the providers and then use that as the total number. He said the reality is that Georgetown and CRCC are both projecting the same patients with those projection numbers in

that Murrells Inlet application, and so therefore, there's a double count there of some patients. And the way to do the calculation is the way that we did it, which is take the total number of treatments, subtract out what the providers are going to do, subtract out the -- what the capacity is for the 80 percent threshold and then subtract out what the providers are going to do, and see if it's above or below the 80 percent threshold. He did that calculation for the Department. He showed the Department that based on the projections, based on the CON projections and the 2010 data, they're below 80 percent. So his answer to the Department was you don't need to -- you don't need to go any further than this; you clearly can't do it. And so that was all the Department had at the time as far as evidence to make that decision. Now, in 2012, we've updated this data and brought it forward. We're using 2012 data. We're using 2017 as the third year, and we have now done additional work to conclusively show that his opinion, which is that the approval of two would drive you below 80 percent, is certainly still true

today, and it is overwhelmingly true based on what we've done. And I point out too, the Department, Ms. Brandt, she doesn't -- she didn't come right out and say it, but she clearly recognized in her decision analysis, which is very detailed, it's not a two or three-page letter that we have sometime seen historically. She's got a very long detailed analysis that she prepared on the applicants. And she clearly recognized the inconsistencies in Grand Strand's application. They have this very low utilization and then they say they're going to get significant referrals from the medical oncologists. And she just couldn't reconcile that in her mind because it's not reconcilable. And so she recognized that their projections are going to be higher than what they projected. But she doesn't have to make that finding because clearly, the approval of both is going to drive the existing units below 80 percent and then you get the comparison of which one should be approved. Now there are some other facts, Your Honor, that would support a finding that the approval of both would -- that these applications are competing,

that are -- that are -- that are distinct from the health plan analysis. And I'll just give you a couple of them here for you to consider. The fact that they're -- two CON's to relocate to Murrells Inlet is something that the Department should consider because you're talking about bringing two new machines online and relocating two machines all in the same kind of cycle or group and very close time proximity to each other. It just -- it's too much. And also consistent with national trends, that's the testimony, that prostate cancer, particularly the treatments by radiation therapy, are down all over the nation. Ms. Maynor said it's all throughout the company. She's got many centers that she's responsible for, I think 30 I believe was the number that she said, or something like -- it's a large number. It may not be 30, but it's certainly more than ten in a number of different states, and she said it's everywhere that it's down. I understood Mr. Sullivan's testimony, Dr. Francke knows this. He said that the information about the PSA test have been around for a couple of years and had been

affecting their utilization. I would trust Dr. Francke's testimony over Mr. Sullivan's on that. And basically what we found in CRCC is that for 2011 and 2012, we're down 11.3 percent. And from 2012 to 2013, we're down 10.3 percent month comparison apples to apples. So the next Health Plan, it's doubtful that they'll be above the 80 percent threshold. They're certainly not going to be able to show that the approval of two won't decrease the providers below the 80 percent capacity. I disagree with Mr. Thomas' analysis about the current health plan. I think Your Honor touched on that when you asked him the question. All the health plan for 2012 and 2013 shows is that the existing units are above the 80 percent threshold. It does not show that they've satisfied the other prongs of the standard, which have to be shown and proven to the Department before you can determine need. So there is not a guarantee of a health -- of a linear accelerator in the health plan. And in regards to whether there's going to be applications or not, I think it's interesting, no one has applied for that unit. I'm not sure

they can frankly. I don't think the Department should even agree to accept it, I don't think, because this lawsuit has been pending. But no one has applied for it. Now, do people talk about what they should do in regards to these things come out or what could happen? I guess, certainly. That's just good business planning and being prudent, and I guess it's possible that a lot of people could have tried to apply. But I think the prudent course of action was that this lawsuit has to be finished before that can occur. In the -- if the -- I'm sorry.

THE COURT: Depending upon what the Supreme Court does, I guess.

MR. LONG: Well, that's always -- yeah, that's there too. So, Your Honor, next slide we talk about competing, and Your Honor knows this is the law. This is the CON Act. If the applications are competing, there has to be a choice. The law requires the Department and this Court to choose and to make that choice. And the standard for that is which applicant most fully complies with the requirements, goals, and purposes of the Act, the Health Plan, the project review criteria, and the regulations.

That's the focus. That's what the Department does. That's what this Court should do when you read Ms. Brandt's analysis of the application. She does that. She does a very thorough job of going through the health plan, the project review criteria. She identifies the criteria. She says why she thinks that CRCC is superior to certain criteria. We did that for Your Honor with CRCC Exhibit 6. They didn't present any sort of formal exhibit to you that does that. Mr. Sullivan did testify as to his thoughts as to who was superior in regards to the project review criteria, but that's an important exhibit. I'm not going to go through it with you right now. It's a rather lengthy exhibit, but it's there, it's in the record. And it goes through every one of these criteria, every single one of them and shows that either it's not really comparable because they both comply with it, or CRCC is superior. Now, Grand Strand makes several arguments as to why they think they have the superior application, and I want to address a few of those and then we'll talk about our application, I guess, after that. First, they

say that hospital-based project, they should be approved because they're a hospital-based project. Hospital-based radiation therapy centers are not needed. Most radiation therapy centers are not connected to the hospital. Even the ones that the hospitals own are often in the parking lot, all right. So basically that is not a -- that is not something the court should consider. And also hospitals don't get advantages over physicians. There's nothing in the regulations that say hospitals should be ---

THE COURT: Well I agree with you on that.

MR. LONG: --- favored for that.

THE COURT: I'd like to hear your argument on comprehensive cancers.

MR. LONG: That will be my next one, right here, Your Honor, my next slide. There's been some use of language in that case that has not been as precise as it should be. A comprehensive cancer center is under one roof. There are providers in this country and in this state who have comprehensive cancer centers and they have the medical oncologists, the radiation oncologists, they're all under one roof, they

can be connected to the hospital, they have other -- they might have other radiology or other services there, but they bring these doctors together under one roof. That is not ever going to happen in Horry County, and that is not what they're proposing. They're proposing that the chemotherapy be done at Dr. Holt, the radiation therapy be done at the hospital. Those are not under one roof. So under that definition of a comprehensive cancer center, they do not have a comprehensive cancer center. Now, we also heard some testimony about interdisciplinary care of patients, and some people use that term interchangeably with comprehensive cancer, and I do think that there is certainly in medicine today, providers try to have doctors -- we have a lot of specialties and there's purported benefit to having those specialists communicating with each other about patients. That's occurring in Horry County right now, all right. And it occurs through the tumor board meetings where all of these specialists sit together in a room, and they talk about their individual cases, their complex cases particularly, and try to decide

on the best treatment paths. And there's -- every specialty's there. And you heard the testimony from Ms. Price and Dr. Francke about it. And CRCC, contrary to what Mr. Rowe, who apparently doesn't know any of the doctors said, we are at the forefront of that. We started the breast tumor board at Grand Strand. CRCC did. Dr. Francke and the rest of the doctors at that office, they go to all of those tumor board meetings at all of the hospitals, because they don't just occur at Grand Strand. They also occur at Waccamaw, Loris, or Conway on times too, and they go to those meetings. We go there, and we talk about our patients to them. We're not some is island or whatever where we don't participate in it. So comprehensive -- if you want to define comprehensive cancer care as basically an interdisciplinary process, it's going on right now and it's not going to be any different. One thing they talk about is they're going to have -- well, they did do the surgery there, I do agree with that, okay, but the PET/CT, the CT part of the cancer treatment that occurs early, that's at Dr. Holt. He's got the PET/CT

there. He already has it there. They don't even have a PET/CT at the hospital right now. They have a mobile unit that comes to their hospital a couple of times a week. The patients get their PET/CT with Dr. Holt. Mr. White was very clear early on, it's Exhibit 110, when they started talking about building this, and they were going to build these infusion rooms for chemotherapy in their building, he said don't do it because the chemo's getting done over at Coastal. They have 35,000 square feet over there, Your Honor. So basically, they're going to do the chemo and the PET/CT's are going to be there and then the radiation will be somewhere else. And Dr. Francke told the story about, you know, he was at the hospital and called the radiologist who was at his office. He wasn't in the hospital. So in today's world, you know, we don't need to get into the discussion about whether it's good for doctors to talk face-to-face. The reality is people do talk face-to-face at formal meetings like these tumor board meetings and the rest of the time they probably talk on the telephone and by email, because when you can

send pictures back and forth to each other and you can look at it together on the screen, then people don't need to get in their car and go see each other. And, you know, the idea that they're going to bump into each other in the hall, the medical oncologist is seeing patients. The radiation oncologist doesn't show up at a medical oncologist's office and just knock on the door and burst in. He's seeing a patient. So even if they run into each other they have to run into each other, it's haphazard unless they have scheduled meetings like the tumor board meeting. So no, we very -- I think the evidence was really very overwhelming by our witnesses as to how much communication and interdisciplinary care, comprehensive view of patient care occurs in Horry County. The next criticism, of course, is this issue with the urologists. And Your Honor, the first thing I would say about this is that physician employment today in the area is very common, because Grand Strand employs physicians, and they employ surgeons and neurosurgeons, but they certainly expect to get the referrals from those employed physicians.

Now the situation with urologists, and we did have the testimony about the OIG report, which I thought frankly was interesting, and the point I made in the cross-examination, which is that whole report has nothing to do with patient choice. And the fact is that the patients are choosing to have radiation therapy to treat prostate cancer because they get to keep their prostate. That's why they want basically to have that service. And that's a big part of what's going on in regards to that. What the OIG report particularly criticizes is when the independence of the physician is compromised because of the ownership relationship. And 21st Century goes out of its way to make sure that doesn't occur. Those urologists do not employ those radiation oncologists. And I think after hearing the testimony of Dr. Francke, there's no doubt that he is an independent physician. He makes the decision on the care that those patients have, and if it's not appropriate for them to have radiation therapy, they don't have it. That's why the consults are higher than the number of patients. And that's the issue that I think

anybody -- I would agree that people should be concerned about it. For our purposes here today it really has to do nothing with your decision, because the regulations don't talk about whether you like or dislike or whether the Department should like or dislike the employment relationship. They certainly don't have the capability to analyze the Stark Laws and try to make determinations like that. That's a federal government decision. So I don't think it really has anything to do -- it's really just a red herring to do with that. There's no evidence about the cost. You know, Mr. Thomas on closing tried to tie the urology situation to cost containment, but there was no evidence in the record that the fact that a urologist might be employed in this kind of employment relationship would have some impact on cost containment. And so I don't think there's anything for the court, because I don't think that's accurate. I don't think there's any basis for that. There's no -- and it certainly wasn't presented in this case any real basis for that. And then the fourth criticism that they have of CRCC is that we

react, that we don't -- that we're not really -- he actually shockingly said that we're not interested in patient care, which was, you know, offensive to my client. But I point out the early emails, and Ms. Maynor testified to this, from the minute they acquired the center, they immediately started investing money in it. They paid a lot of money for it, they started spending money on it immediately after acquiring it, and they started upgrading their equipment. And one of the reasons they got Mr. Bryant involved is because they had trouble the first time getting a linear accelerator replaced under a non-applicability. And they started talking about where they were going to move and relocate their centers, and they based it on where their patients were. The analysis was all about the population, where do the patients live. That was the analysis, okay. Now whether it be at -- when someone files a CON application that's potentially competing, you do have to file within the time frame; there's no question about that. If you don't, you're going to lose your rights under the law. That's just prudent business practice, but

there's -- there are emails in 2010 within six months after approving it that were presented into evidence that show that they were well -- even the initial email with Mr. Bryant from Mr. Lewis says we're going to move our assets throughout the county. This was before they knew about Georgetown and certainly well before they knew about North Strand or Grand Strand. A couple of reasons why we should be approved, Your Honor. I'll try to pick up the pace. Geographic distribution of services is critical in doing a comparison. These project review criteria, community need, distribution, distribution accessibility, they all talk about increasing the accessability of the services, bringing the services to the patients, right. And that's what we're doing in Conway, we're distributing those services out to the patients. We're not duplicating a machine three miles from the well-served population area, okay. Ms. Brandt testified that geographic distribution is important. The inland population in Conway is less affluent and has more minorities, which are important considerations for the Department and are set

forth in the regs. Mr. Tolbert presented a map that showed the county, the areas of Horry County and how much the per capita income was, and clearly, as you move inland in Horry County the people are less affluent. We are moving inward towards -- and to bring services to people who are less affluent. Cost containment, all the witnesses with knowledge testified that reimbursement for radiation therapy is higher at a hospital than in a freestanding facility for both government payers, insurance companies. Your Honor, one thing that was mentioned in Mr. Thomas' closing, it's Exhibit, I believe, 140 for -- or somewhere in that area -- for CRCC, but we presented the Medicare reimbursement by Mr. Lewis from that company that they use, and it shows that reimbursement by Medicare for cancer is by patient. In other words, it's not by treatment; it's actually by course of treatment and you do get paid more for IMRT than conventional and you do get paid if you have a longer course of treatment than a shorter course of treatment. And it sets out those prices by whether it's IMRT or conventional or

more than 25 or less than 25 and how much you're reimbursed in a total amount. Now you can do some calculations to try to get down to the treatment, a per treatment number, which Mr. Lewis testified was around $900 per treatment. So they look at it like $900 per treatment, but I believe the Medicare reimbursement is by course of treatment. Now, as a practical matter, there's no doubt that the hospitals are paid more for providing the service, that's why there's no leverage with the insurance companies. Okay. But this isn't, because the hospitals are always going to be paid more than the freestanding so there's no leverage, if anything it's to the benefit of the insurance companies for the patients to use the freestanding. And so when you look at cost containment, higher reimbursement means that it's more expensive than the Medicare program and it leads to higher copays for patients. Ao that's one of the factors that you look at, and that's why we're superior on cost containment. The other way to look at cost containment is how much you're going to invest in capital, because the

idea is if you're going to invest capital in the system that money's got to be recouped, Grand Strand's certainly expecting to make their money back. They're going to put $10 million and they want to get $1.54 back on every dollar they invest, so they're expecting to get more money back out of the system from it. So the idea is is that -- that you want -- your capital cost is something else to look at in regards to cost containment. Mr. Tolbert explained all of that in his testimony, our project costs substantially less than theirs in regards to the capital investment. Another reason why we're superior in regards to cost containment, which is an important factor to be considered by the Department. Our equipment is obviously superior. They now showed up at the trial with no notice or warning and said they're going to buy our machine. I think that is the best evidence that our equipment is superior. They cannot buy a TrueBeam machine without going back to the Department and getting approval. They never produced any document to support that they were going to buy it at the cost that they hoped -- they said

they hoped they could buy it for. I do think it could be a substantial change in the project, which would void their CON, but that's a fight for a different day maybe, if necessary. But in any event, obviously our equipment is superior. Dr. Collins, their expert, confirmed Dr. Mantz's letter that's set forth in the application where he outlines the advantages of the TrueBeam over the Clinac iX. They chose the Clinac iX over the TrueBeam simply for cost reasons and cost reasons only. And then finally Grand Strand -- our project is superior because Grand Strand will have a material adverse impact on CRCC. CRCC Exhibit 12, that's the Tolbert inpatient market share analysis, shows that the Myrtle Beach center will have three poorly utilized machines averaging well under 4,000 treatments per year. It's going to be a very low number when you look at it per machine. And lower volumes impact quality, will cause reductions in staff and eliminate the ability of the center to have flexible hours to better meet patient needs. That was all testified to by the CRCC witnesses, Ms. Price and Ms. Maynor. Let's

look at some of the things that Grand Strand did not say in this trial. They did not submit any evidence that the Conway population doesn't need a linear accelerator. They didn't submit any evidence that CRCC-Conway's projections were unreasonable. They didn't submit any evidence that the project didn't satisfy the State Health Plan or the project review criteria. And they didn't submit any evidence that the Department's consideration of the Murrells Inlet relocation application was improper. The Conway location is the second largest concentration of population in the -- that doesn't have the services and is clearly lacking access, and that inland patient population, as a large population and expanding and adding a unit in Conway will increase treatments to there. So in conclusion, the two questions for Your Honor, will the approval of both applications exceed the need? Yes, it's overwhelming. Grand Strand easily surpasses the tipping point of 5,525 and will drive the existing units below 80 percent. There's other evidence to support the Department's conclusion that they're competing, such as the declining

treatment numbers and the relocations to Murrells Inlet. And they have not proven a by preponderance of the evidence that the Department erred in determining that the applications are competing, so therefore, only one may be approved. So which application most fully complies with the goals and purposes of the Act, the Health Plan, the criteria, and regulations? Well, that's CRCC-Conway for all the reasons I've listed, geographical distribution, lower cost, cost containment, our project's going to be completed quicker, be finished a year before theirs, economies of scale, because we have a larger presence in Horry County, Grand Strand will have a material adverse impact on CRCC, and we have superior equipment. All of those reasons support the approval of CRCC. Thank you, Your Honor.

MR. THOMAS: Your Honor, could I take a quick break?

THE COURT: Yeah.

MR. THOMAS: And come back and just ---

THE COURT: Yeah.

MR. THOMAS: --- say a few words?

(Break from 3:33 p.m. until 3:44 p.m.)

THE COURT: Ready when you are.

MR. THOMAS: Your Honor, it's interesting that Mr. Long started off by saying, you know, these cases take a long time, you know, a lot of witnesses, and we did a lot of exhibits because -- because these cases are important to the clients. I want to tell you that really where the focus needs to be, regardless of how important they are to the clients, is on patients. And what's interesting about the CON program is nobody really knows what it is. People, when I say a I do a lot of CON work, they don't know what that means. I explain it to them, they say, wow, we never even knew that existed. But at the end of the day, these projects affect patients. And when you look at the two projects side-by-side, which one is going to benefit the patients, not just outpatients but also inpatients, the best? And that's going to be Grand Strand's project for all the reasons we've heard in the testimony, the facts, and the experts. Grand Strand is going to be creating something here that doesn't exist in Horry County. And I find it interesting that again, Mr. Long minimized it, the idea of comprehensive cancer care. You

know, and Mr. Long -- Mr. White testified, do you realize that 1995 there was no open heart surgery in Horry County, and it started -- there's now a 30,000 square foot tower in Horry County, Grand Strand's campus that Mr. Doug White testified about, houses all the cardiovascular service line. Open heart started with one thing, a diagnostic cath machine, and then they went to comprehensive cath, and then they got open heart, and now they do CV surgery under one roof, and they do electrophysiology, as Mr. White testified. They have incredible imaging. But it all started with a diagnostic cath machine, and that was back in 1995. It kind of amazes me that, you know, '95 you had to drive to Charleston to get open heart surgery, you had to drive -- or to get all your heart work done, you had to go to Florence or you had to go to Providence in Columbia, South Carolina. And so nobody said that comprehensive cancer care was going to be created overnight, but everybody said that you can't have it without radiation therapy. And what's interesting, and you heard Mr. Sullivan yesterday testify, he looked at

the resumes of the Dr. Francke, where did he train? UK Medical Center Comprehensive Cancer Center. And he said he went online, he looked at the other two, and I forget their names, maybe Dr. Andrews and maybe Dr. something Edwards, it's a double name, where did those people train? He mentioned Sloan Kettering, Fox Chase, both comprehensive cancer centers. That's where these people train to become the doctors that they are. Comprehensive cancer, apparently according to them now that is just not that important of a concept. First of all, Your Honor, there is no evidence in the record that Georgetown is going to clearly adversely impact CRCC. If anything the record indicates that they're not going to have an adverse impact. In fact, that's what Ms. Brandt and the Department found when they approved both applications on the basis that neither would really approve the other because they had different referral sources and different economic relationships. And Grand Strand too has a different -- different referral sources than Georgetown. It's just a fact. Georgetown has an owned medical oncology group, that's in

the record, so that's where they get most of their patients. If I stood up here today, Your Honor, and said that the 80 percent threshold applied to providers, I apologize, but Mr. Long is right, it's to the units. It's the existing units in the service area. And I thought I did say that, but if I didn't, I apologize. But that's what Mr. Sullivan's analysis, his adverse impact analysis that he used Mr. Tolbert's, you know, 2017 number that went right to the existing units in the service area. So I just want to make that clear for the record. That's where the Beaufort Hilton Head Radiation Oncology case, I haven't read it, but this much I can tell you. I know the State Health Plan, and I know that the single largest provider of radiation therapy services has not been, at least in the last ten years of the exhibits we have, has been operated in Beaufort County, South Carolina, or in any other county that may happen -- I would imagine Jasper is also in that service area. So I think there's going to be a lot of differences there. And I've got to ask, you know, just rhetorically that if the inpatient proxy, if

inpatient cancer care, the market share is such an incredibly good proxy for what you're going to do in radiation therapy, then why did Mr. Tolbert state in his, I believe it's Respondent's 12, Column F, that shows that under that proxy, using that proxy, inpatient market share, the numbers that Grand Strand would do in its third year of operations, Your Honor, is over 11,000 treatments, 11,000, okay. He said, he had to admit that that was farfetched, because it is. It's just ridiculous.

THE COURT: Well, part of it may be ridiculous because that machine would be glowing from here probably.

MR. THOMAS: Well, well, that's one reason, but the other reason, Your Honor, there's a little bit of talk about capacity and 7,000 versus 5,000 and how much they do in these -- but you know what, what's the testimony? One of them said, Ms. Price testified back in May that -- or Ms. Maynor said that May, they were running 15 hours a day. And then they've kind of corrected that and said they're at 12 hours a day. Well, DHEC kind of sets capacity on a,

you know, 24 -- I mean, an eight hour, five day a week schedule, not 12 hours, 15 hours a day. Most radiation therapy centers don't operate those hours. But overall, the one thing that they can't get away from that you cannot just minimize is the fact that those urologists count for, out of every 100 treatments done at CRCC, they count 44 -- 43.7, rounding up 44. You can't get by that. I mean, that's reality, and that's why the numbers that Mr. Sullivan is using -- I mean, is going to put market share in the application, that took all that into account. And in fact, when he got the data, you heard him testify he didn't realize they were quite that big until he got the actual numbers in to see what the effect of the urologists are. Mr. Tolbert testified he had no idea it was that and that was his -- I deposed him back in August of this year, Your Honor. So about six weeks, seven weeks ago. And again, Mr. Long showed you the adjusted market share analysis and tries to say now that's the best one, that's the one you've got to look at. But in the adjusted market share, again, he carved out prostatectomies when he

knew what the actual number is. Why is he making a proxy when he knows what the actual number is for the number of treatments? He knows what it is, but he ignored it because once you pull that number out, it changes the entire landscape of what's available to Grand Strand. And there's really been nothing that refutes that. I want to reiterate one more time, and it just seems like now that this idea of this relationship with Dr. Holt is coming to the forefront, but it was evident in the CON application with all the references, and even after that letter, that December 1st letter they're talking about Mr. Long harped on, you know, that they reiterated, that Dr. Holt reiterated his support, they submitted another letter. Mr. Tolbert sent yet another letter to the Department to try to get that one more bite at the apple on December 15th or 16th. The record -- it's in the DHEC record, Joint 1. He mentions nothing about that. If it was so important they would have come forward and said look, Dr. Holt, you know 1,000, you know, new cancer patients are seen in Myrtle Beach. We saw that in the application. There's all these

references. I mean, he's just written another letter. We're going to be decimated, we're going to be devastated. You know why they didn't say that? Because they don't think that, because they know they've got 43 out of 100 of their treatments coming from one source that they own. So there's just not the worry there that they want you to think. And by the way, you know, this idea that Dr. Holt's the godfather or the patriarch, let me read something to you from Respondent's 93, which is in the evidence. It's an emailed March 10, 2011, from Dr. Holt to Doug White and first of all, let me -- yeah. And it's attaching just some parking lot data and a schematic of Dr. Holt's building. That's not, by the way, a schematic in 93 of the proposed radiation therapy center. That's Dr. Holt's existing building. Dr. Holt says to Doug after clearly they've been speaking about the potential land deal, he says, "I hope this helps. Let me know if you need anything else. No one else from corporate has discussed plans with us. Please call me at the office or on my cell. We need to talk about the structure of the proposed

radiation therapy center. Remember, I need to get the full blessings of my board of directors, and we don't know what is proposed by HCA Corporate at this time." So does that really sound like some guy who can just make a snap decision. He has to get the blessing of his board, and there's nothing in evidence, Your Honor, that indicates that Dr. Holt owns any more percentage than his other five partners in the record. Nothing in the record. So this idea that he just makes decisions, you know, will for that practice is nothing. And you heard what doctor -- I mean, what Mr. White testified to. He had kind of a personal relationship with Dr. Holt because Mr. White's daddy had cancer and Dr. Holt took care of him. So that's the relationship. But what's maybe even more harmful to CRCC in this connection they want to make, Doug White's gone. He don't work there anymore. He's fishing down in Florida right now. So if there was a relationship between Doug White and Dr. Holt, well, it doesn't have anything to do with business anymore. Mr. Long indicated that CRCC's management and their physicians there

that work there, they know these doctors at Coastal Cancer Center. I guess they do because one of the things that's Francke said in that Petitioner 50 email is here's the one's we need to get. We need Cody, Karpenko, and Goldberg, and they got those. They got them, and they were pleased about it. In terms of the breakeven point, this thing, you know, Grand Strand and Mr. Sullivan testified, Grand Strand doesn't expect to be at 4,690 treatments forever. That's a third year projection, okay. And correct, at 4,690 the project might not break even if that's where it stays. But Mr. Sullivan said -- didn't say that that's where it's going to stay forever. He said there's growth in the market. Cancer, as the population grows and ages, more cancer patients will come about, and that's more for everybody in terms of treatment. And Mr. Long brought up the fact that, you know, Murrells Inlet has a population in that area -- they put their maps up, but it's a population of 100,000 people, likelihood of CRCC's going to have a unit there. Conway's got 80,000 people. The likelihood is that they're going to have a unit

there. And even though they're going to be, at least Conway is not going to have any competitors anywhere nearby. They're not going to get to the tipping point that they say Grand Strand can so easily reach. But the adverse impact can't be that bad because I asked Mr. Lewis in his testimony that if Grand Strand's approved will they go ahead and build CRCC-Conway, he said they would. And as far ---

THE COURT: Say that again.

MR. THOMAS: Yeah. I asked Mr. Lewis when he was on the stand that if Grand Strand, if you approve both would they still do CRCC-Conway, and he said yeah.

THE COURT: Mr. Long?

MR. THOMAS: Mr. Lewis.

THE COURT: No, Mr. Long. I'm going to stop you just for a second.

MR. THOMAS: Okay.

THE COURT: Didn't you take the position at the beginning of this case if I have to choose one or the other and were to choose Grand Strand that CRC did not want to ---

MR. LONG: Yeah, we would not -- we would prefer, Your Honor, to force the ---

THE COURT: If I grant both of them, that's what -- that was what ---

MR. LONG: Oh, if you grant both. I don't know what our clients would do about -- I mean, that's not -- we don't have a position about that.

THE COURT: All right. Maybe I misunderstood you at the beginning of the case then.

MR. LONG: We don't want -- we want Your Honor to -- I think the question Your Honor asked at the beginning of the case was, well, would you rather me approve both or flip it and only approve theirs? And I said flip it and only approve theirs because we don't want both approved.

THE COURT: Okay.

MR. LONG: It's important for us that the Court determine this competing.

MR. THOMAS: Mr. Long said that Mr. Sullivan never made any assumptions about Dr. Holt, but you know, I think that's maybe his inference, but you know, Mr. Sullivan said he actually called Dr. Holt to speak with him. And I asked him very pointed questions whether or not Dr. Holt ever said anything about becoming employed or that it referenced that all of his referrals

were going to flow to Grand Strand. Mr. Sullivan said no, he never said anything like that; he just wanted to make sure we had the support, because you can't get the support of the medical oncologists for the project, your project's not going to work, especially when the other major referral source is owned by the only radiation therapy provider in Horry County. And yesterday Mr. Sullivan said something I thought was pretty important. He testified that he's actually -- he's actually testified against HCA before. And that's how much they value his opinion anyway, all right. And in terms of the whole idea of the -- and Mr. Long brought it up, and I would like to address it, because he brought up an exhibit that I think is actually great and supports Mr. Grace's testimony on the stand. Again, you read exhibit Respondent's 20, he just says, you know, I took 15 percent of the market share and then I doubled it. I added another 15 percent. And if you read the whole "transcript," and I, you know, it's not -- don't know that it's an exact transcript, meticulous notes, you just keep reading it, you can tell he's responding.

He goes, what's our market share? Mr. Grace says, 15 percent plus one plus one." And what does Mike Marks, the CFO of the group, the national group say? Are we bunting or trying to hit the ball? That's exactly what he says. Mr. Grace, Also going to attack with another 15 percent to get to 300 total procedures in 2013. Also going to attack, he doesn't say how he's going to attack, what kind of strategies he's going to use. He's just responding, as Mr. Long said, a very important member of the corporate brass at HCA, and he is just trying to appease him. That's what he did. Now Mr. Long made an interesting comment, he said, for all these "one offs," I think he figure out there were 127 maybe treatment plans that were referred by doctors to CRCC that really it's either one or two off, and he said, if they're just referring one or two patients to CRCC. that doesn't show a relationship. How many are they referring to Grand Strand right now? Zero. What do they know? They know CRCC. Presuming that patient that they're treating comes back and talks to them and says I had a good experience, so where's the next place

they're -- they're going to go to CRCC. Besides, you know, just because another one pops up they're going to say well, let's try, let's give this one a shot. There's no evidence in the record that suggests that's what happens, Your Honor. I think as far as Mr. Sullivan's draw rate analysis goes, they've got to use these inpatient numbers because they're so much bigger. Cancer care, inpatient cancer care, you know, the whole deal and it's in the record, but from, I think -- you know from that 29256 number, Grand Strand got like all of 20 inpatient cancer patients from 29526, and yet it gets 1,000 inpatients from that same area. Because why? Because Grand Strand is a tertiary care provider, but also Conway Medical Center's got an inpatient cancer program. They've got the, you know, they have a med/surg ward just like Waccamaw does. So that's why you don't use the law of large numbers, Your Honor, because the numbers are so much different that you're comparing, you know, apples to mangos. It just doesn't make any sense, and Mr. Sullivan explained that clearly on the stand. You know, I think one area where

I'll agree with Mr. Long is that he mentioned that Dr. Francke testified that, you know, referral patterns can change quickly, and I think we agree to that. We saw how the referral patterns changed when CRCC bought the urologists or 21st Century bought the urologists who then had a financial relationship with CRCC. Thirty-nine consults in 2009, over 400 in 2011. A 1,041 percent increase. So, you know, when you buy the practice, referral patterns change. And this idea about the 21 versus 26, I mean, you can't get around it. Yes, Dr. Collins testified about what the averages were for some, but he also talked about metastatic and how low that was, and that comes from all those same doctors, palliative care. And the fact of the matter is is there's a document in the record that shows that CRCC's third highest cancer by diagnosis is metastatic cancer. I'm pretty sure it goes prostate, then something, and then metastatic. But that's in the record and you can't get by it. It's prostate that went -- it went from 21 to 26 because one thing and one thing only changed, prostate cancer came to

CRCC where it wasn't before. And Your Honor, in terms of this idea about approving two, Mr. Sullivan, it's in the record, he brought it up in the letter to DHEC, it was brought up at project review, and the fact of the matter is is that Ms. Brandt probably didn't appreciate the fact that CRCC's going to do 25 -- over 25 -- close to 26,000 treatments in 2011, even though Ms. Price testified they've got the systems to pull that data. And in that last letter Mr. Tolbert sent on December 16, 2011, he didn't mention anything about how far along they were and how close they were, the fact that they were going to do, on track to do 25,000 treatments. Your Honor, if Ms. Brandt had had that data, I would have changed -- I mean, that changes the entire landscape in terms of approving one versus two, but she didn't. And despite what Mr. Long says about Mr. Tolbert testified and double counting, I mean, that analysis is pretty clear. I mean, Mr. Shelton caught it, put it up on the whiteboards, it's in evidence. It shows that, even at the numbers that were there, two programs could have been approved and not

reduced the existing units under 80 percent, Your Honor. Lastly, Your Honor, a couple things. Grand Strand does have a PET/CT and, you know, I think the record's reflective that, yes, Dr. Holt has one too. But you know, Grand Strand's got the component parts there. PET/CT is important to cancer, it does the volumes, it's got volumes on that machine, and the bottom line is that's just a -- that's another component part. And in terms of the chemo, again, I don't think anybody testified that all the chemo is coming to Grand Strand. But one thing they did is they put it in their center. And so for inpatients that need chemo and radiation therapy on the same day, it's there for them. And I think Mr. Sullivan also testified that, you know, depending on how reimbursement works, chemo goes in and out of favor with doctors. So if anything changes, Grand Strand will be able to offer that service in its facility to even more than just inpatients. And in terms of the self-referral thing, I know Mr. Long's trying to minimize, and it wasn't an OIG report, it was a Government Accountability Office report,

Government Accountability Office report that was done for the Department of Health and Human Services. It had nothing to do with patient choice or what Mr. Long was saying. It has everything to do with the referral of costly -- I think it was called the referral of costly IMRT treatments by people who are self-referrers. And it basically stated that if you don't have a relationship with the IMT provider, then you're not as likely to refer. But once you do have a financial relationship, your utilization of these costly services goes up. So what they were saying is we've got to take a look at this. And that's the general accountability -- the Government Accountability Office of the United States of America to DHHS. Why is it at DHHS? What do they run? The Medicare program. It's costing Medicare a lot of money, and they want to know why. That's what that report was, and Mr. Sullivan testified he read it and he read in very -- the record's going to speak for itself in terms of what he read in and what that report says. Again, Your Honor, I think Grand Strand -- if you decide not to approve both, you've got to

look at it from a patient care perspective, what's really going to benefit patients, not the clients, but patients the most. In this case, it's got to be Grand Strand for what they're offering and who can benefit, not just outpatients but also inpatients. Thank you, Your Honor.

THE COURT: All right. Where are we on the 18 month cycle?

MR. THOMAS: I think we're past it, aren't we?

MR. LONG: We passed it. There's a consent order where we agreed ---

THE COURT: Okay.

MR. LONG: --- to go beyond it. So I think you're okay right now.

MR. THOMAS: Yeah.

THE COURT: Okay. Because I've already passed it now. Let the ship keep right on sailing.

MR. LONG: Yeah, I think the case is -- we're probably right at it. The case was probably filed -- the decision was in December. The case was probably filed in February or right at.

THE COURT: I guess ---

MR. LONG: We have an order to allow -- I'm pretty

sure we do, Your Honor. We'll certainly -- I've got to go back and check that. If we don't, we'll get one.

THE COURT: I was just trying to figure out when I should ---

MR. THOMAS: Well, here's the other thing to consider, Your Honor, is that with the new briefing schedule that you referenced to the Supreme Court that's -- let's say for instance that you decided to approve both, who would you direct to issue the CON right now? I was thinking about that the other day. I don't -- you know, I don't know.

MR. LONG: Your Honor, I just think we ought to do -- it's a long case, we should just submit the orders to you. I mean, I assume you want proposed orders?

THE COURT: Yeah.

MR. THOMAS: Yeah.

MR. LONG: So ---

THE COURT: And I assume y'all are going to want a transcript?

MR. LONG: We need a transcript if you want us to submit them with citations to the record. I know you like -- you would want that. So we

would do that every time, I think.

THE COURT: I assume the court reporter would have the transcript in about a week? The bottom line, can y'all do the proposed orders and can you do them 30 days from the date the transcript is made available to you?

MR. THOMAS: That could be tough. I'm going to tell you, Your Honor, just ---

MR. LONG: It takes a while ---

THE COURT: I know it's a big transcript, so that's why I was asking.

MR. LONG: We were kind of hoping for 60.

MR. THOMAS: Yeah.

THE COURT: Okay.

MR. LONG: I think some it -- let's see. It's the end of September. Yeah.

THE COURT: Oh, Ms. Biggers, did you want to ---

MS. BIGGERS: I didn't have a closing, Your Honor.

THE COURT: Okay. My gosh. Okay.

MR. LONG: Yeah, we would like to probably shoot for 60 depending ---

MR. THOMAS: I agree to that. Your Honor, the transcripts are long ---

THE COURT: Yeah.

MR. THOMAS: --- and to get them, get them cited

right and everything. I think what we do is we probably if we agree to 30, we'd probably be calling you back and ---

THE COURT: Oh, okay.

MR. LONG: Yeah, that would be kind of tough.

THE COURT: Well, how about just let me make myself feel better and let's go with 50.

MR. LONG: Okay.

MR. THOMAS: With the potential of a ---

THE COURT: And I will -- if y'all need more --

MR. LONG: If we give you ten, you'll give ten?

THE COURT: We'll knock up to ten. So just email me if y'all really need it, okay?

MR. LONG: Well, deadlines are good, Your Honor, because lawyers need deadlines.

THE COURT: All right. Thank you.

MR. LONG: Thank you, Your Honor.

MR. THOMAS: Thank you, Your Honor.

(There being nothing further, the hearing was concluded at 4:13 p.m.)

Certificate of Need Application for the Purchase and Installation of an Additional Linear Accelerator in a New Office of an Existing Provider

Submitted to

South Carolina Department of Health
and Environmental Control

Submitted by

Carolina Regional Cancer Center, LLC
4708 Oleander Drive
Myrtle Beach, SC 29577

Prepared by

Strategic Directions, Inc.
115 Parkwood Road
Greenwood, SC 29646

0001

March 2011

STRATEGICDIRECTIONS
P: 864.992.0084

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
Skin Cancers

March 9, 2011

Ms. Beverly Brandt, Director
Bureau of Health Facilities and Services Development
South Carolina Department of Health & Environmental Control
Heritage Building, Suite 201
1777 St. Julian Place
Columbia, SC 29204

Subject: Certificate of Need for the Purchase and Installation of an Additional Linear Accelerator in a New Office by Carolina Regional Cancer Center, LLC.

Dear Ms. Brandt:

We are submitting a Certificate of Need Application that presents our proposal for Carolina Regional Cancer Center, LLC to purchase and install a linear accelerator in a new office in Conway, SC. Enclosed you will find the original, one copy of the application, and a check for $500 to cover the application fee.

I hereby certify that the information contained in this application, including all assurances and exhibits, are correct to the best of my knowledge and belief. Additionally, my signature indicates our assurance to the applicable sections of assurances in the CON application.

The application was prepared under my direction by Strategic Directions, Inc., our healthcare planning consultants. In all of your correspondence regarding this project, please copy Mr. Sam Tolbert, 115 Parkwood Road, Greenwood, SC 29646; phone: 864.992.0084 and fax: 803.753.9688. Please list him as the contact person for this application.

I look forward to a decision on our request for approval to proceed with this important project to improve care for the patients of Carolina Regional Cancer Center. If you need additional information, please let me know.

Thank you for your kind attention to this request and I am,

Sincerely,

Patricia Price

Patricia Price, RT (R)(T)
Regional Administrator

cc: Sam Tolbert, Strategic Directions, Inc.

RECEIVED
MAR 10 2011
HEALTH FACILITIES AND SERVICES DEVELOPMENT

0002

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0003

INTRODUCTION

This Certificate of Need (CON) application proposes to purchase and install a linear accelerator to be operated by Carolina Regional Cancer Center, LLC (CRCC), at a new office in Conway, SC. CRCC holds Certificates of Need to operate three linear accelerators – two conventional units and one TomoTherapy unit – at its present single location at 4708 Oleander Drive, Myrtle Beach, SC 29577. In the past year, CRCC has operated its linear accelerators at 110% capacity according to the standards set by DHEC. There is also a need for a linear accelerator in the Conway area for the convenience and accessibility of patients in that part of the three-county service area. Based on these facts, the management and owners of CRCC have identified a need to purchase and install an additional linear accelerator in Conway, SC.

CRCC has executed a lease on a facility at 252 Myrtle Trace Drive in Conway, SC. The land and 3,616 square feet building is owned by a third-party and leased to CRCC for a 15-year period (5-year initial term with two 5-year renewal options). The medical building was specially built for an oncologic purpose and has a radiation therapy vault and shielded area for a CT simulator. The total square feet includes new construction to expand the waiting room and provide an entrance vestibule. The total cost of the project is $5,107,612.78, which includes the purchase of a new conventional linear accelerator and a CT simulator.

A major advantage of the existing facility is that the much needed, additional linear accelerator can be brought online quicker than other options requiring the construction of a new facility. The new system can start providing patient care in about a six-month timeframe once the CON is approved.

Additionally, it is appropriate for the additional linear accelerator to be a part of CRCC since it has a long track record of providing quality cancer treatment services to Georgetown, Horry, and Williamsburg Counties. CRCC's current level of utilization is a testimony of its strong referral base. A new provider would not have the level of support that CRCC has earned within the provider community. Also, CRCC has tremendous economy of scale in its operation. It currently employs three radiation oncologists (a fourth is being recruited), three medical physicists, three dosimetrists, and eleven radiation therapists and one CT/simulator technologist which allows for increased cross coverage and continuity of care that a single linear accelerator provider cannot provide.

Recently CRCC submitted a CON application to replace and relocate one of its conventional linear accelerators to a new office in Murrells Inlet. Since this application and the one for CRCC's Murrells Inlet project can both be approved and will be reviewed independently, this application has been developed without regard to the Murrells Inlet application since it has not been approved at this time.

The proposed project complies with the South Carolina Department of Health and Environmental Control Regulation No. 61-15, "Certificate of Need for Health Facilities and Services" and with the *2010-2011 South Carolina State Health Plan.* DHEC Regulation 61-15 states: "A project does not have to satisfy every criterion in order to be approved, but no project may be approved unless it is consistent with the State Health Plan." (Section 801.3) This application fully satisfies the stipulated criteria for this type of project and is fully consistent with the *2010-2011 State Health Plan.*

PART A--QUESTIONAIRE

APPLICATION FOR CERTIFICATION OF NEED

FOR A HEALTH FACILITY OR SERVICE

NOTE: A "complete" application shall include a written narrative Report by the applicant (Regulation 61-15, Section 202).

PART A - QUESTIONNAIRE (Page 1)

1. Name of Facility **Carolina Regional Cancer Center – Conway**

2. Address, City, County, State, Zip Code
252 Myrtle Trace Drive, Conway (Horry County), South Carolina, 29526

3. Type of Facility (Circle)

A. Hospital B. Nursing Home C. Psychiatric Facility D. Rehabilitation Facility

E. Substance Abuse Facility F. Ambulatory Surgery Center (G.) Other (Specify) **Cancer Treatment Center**

4. Purpose of Review (Circle)

A. New Facility B. Change of Licensure C. Addition to Existing Facility

D. Renovation of Existing Facility E. Change of Services (F.) Other **Purchase of a New Linear Accelerator**

5. Management

A. Name of Administrator
Patricia Price
Regional Administrator

B. Address, City, State, Zip Code
4708 Oleander Drive
Myrtle Beach, SC 29577

C. Telephone
Voice: 843.449.9415

D. Name of Licensee
Carolina Regional Cancer Center, LLC

6. Ownership or control of the facility (attach a list of names and addresses of the owners of the facility, indicating percent of ownership of each owner, the person responsible for the proposal and the attorney(s) representing the proposal). Circle the appropriate information regarding ownership.

A. Individual B. Partnership (C.) Corporation **LLC** D. Proprietary

E. Non-Profit F. Government (Specify)_____ G. Other (Specify)_____

PART A - QUESTIONNAIRE (Page 2)

7. Is the Proposed Site of the property?

A. Owned (B.) Leased C. Length of Site Lease **5 years with two (2) five-year automatic renewal terms**

D. Option E. Length of Option

F. Name and Address of Owner(s) of Real Property
RSB Conway Medical Properties, LLC
4708 Oleander Drive
Myrtle Beach, SC 29577

8. Total Bed Capacity for which Application is Made
Not Applicable for a Freestanding Cancer Treatment Center

Type of Beds	New Facility Only	Existing Facilities		
		Existing Beds	# Gained or lost	Bed Total
A. Medical/Surgical				
B. Obstetrics				
C. Pediatrics				
D. Substance Abuse				
E. Psychiatric				
F. Rehabilitation				
G. Nursing Care				
H. RTC's				
I. ICU/CCU				
Other				
TOTAL				

PART A QUESTIONNAIRE (Page 3)	
9. Construction and Site	
A. Type of Construction **Steel frame**	B. Number of Buildings **1** C. Number of Stories **1**
D. Size of the Site in Acres **0.51 acre**	E. Square Footage of Facility **3,616 (including new addition)**
F. Anticipated Date of Beginning Construction **August 1, 2011**	G. Anticipated Date of Licensing or Project Completion **January 31, 2012**
10. Zoning of Construction Site **OPI – Office/Professional/Institutional District**	
11. Costs (Provide Estimated Cost Statement from Either the Architect or Engineer)	
A. Land Cost & Building Value **$ 680,000.00**	B. Construction Costs **$ 743,884.00**
C. Architect's Fee **$ 100,000.00**	D. Equipment Costs 1) Fixed Equipment **$ 2,821,894.46**
E. Financing Cost During Construction **$ 0.00**	2) Movable Equipment **$ 376,834.32**
F. Other Costs **$385,000.00**	G. Total Project Cost **$5,107,612.78**
H. Construction and Equipment Cost 1) Per Square Foot **$1,090.32 {(743,884.00+2,821,894.46+376,834.32) / 3,616SF}** 2) Per Bed **Not Applicable**	

APPLICATION FOR CERTIFICATION OF NEED
FOR A HEALTH FACILITY OR SERVICE

Proposal Prepared By:

Name: Samuel H. Tolbert

Title: President

Organization: Strategic Directions, Inc.

Address: 115 Parkwood Road

City: Greenwood

State: South Carolina

Zip Code: 29646

Telephone Number: Voice: 864.992.0084 Fax: 803.753.9688 (efax service)
(local Columbia, SC, number)

Email: STolbert@StrategicDirectionsInc.com

The Applicant hereby certifies that the information contained in this Application, including all assurances and attachments, are correct to the best of his knowledge and belief.

Signature: Sam Tolbert

Date: March 9, 2011

Forward to:

Bureau of Health Facilities and Services Development
S.C. Department of Health and Environmental Control
2600 Bull Street, Columbia, S.C. 29201

0008

PART B—ADDITIONAL INFORMATION

(1) Document that the applicant has published notification of this project in a local newspaper as required by Section 201 of these Regulations.

Exhibit 1 presents proof that public notification was placed in the *Myrtle Beach Sun-News*, the daily newspaper serving Conway and the only daily newspaper serving the three-county "Megavoltage Radiotherapy" service area as defined by DHEC. The public notification was placed in the newspaper for three consecutive days, within 20 days of the submission of this application.

(2) Describe the project setting forth the proposed change in services or facilities in as much detail as possible. State whether the project will change the existing licensed or survey bed capacity, will encompass the development of a new service, or result in the discontinuance of an existing service. If a new facility is proposed, list all services to be provided.

This Certificate of Need (CON) application proposes to purchase and install a linear accelerator to be operated by Carolina Regional Cancer Center, LLC (CRCC), at a new office in Conway, SC. CRCC holds Certificates of Need to operate three linear accelerators (Exhibit 2) – two conventional units and one TomoTherapy unit – at its present single location at 4708 Oleander Drive, Myrtle Beach, SC 29577. In the past year, CRCC operated its linear accelerators at 110% capacity according to the standards set by DHEC. There is also a need for a linear accelerator in the Conway area for the convenience and accessibility of patients in that area of the three-county service region, which has the second highest population of any area in the three-county region. (The Murrells Inlet area has the highest population.) Based on these facts, the management and owners of CRCC have identified a need to purchase and install an additional linear accelerator in Conway, SC.

CRCC has executed a lease on a facility at 252 Myrtle Trace Drive in Conway, SC. The land and 3,616 square feet building will be owned by a third-party and leased to CRCC for a 15-year period (5-year initial term with two 5-year renewal options). The medical building was specially built for an oncologic purpose and has a radiation therapy vault and shielded area for a CT simulator. The total square feet includes new construction of approximately 160 SF to expand the waiting room and provide an entrance vestibule. The total cost of the project is $5,107,612.78.

A major advantage of the existing facility is that the much needed, additional linear accelerator can be brought online much quicker than other options requiring the construction of a new facility. The new system can start providing patient care in about a six-month timeframe once the CON is approved.

Additionally, it is appropriate for the additional linear accelerator to be a part of CRCC since it has a long track record of providing quality cancer treatment services to Georgetown, Horry, and Williamsburg Counties. CRCC's current level of utilization is a testimony of its strong referral base. A new provider would not have the level of support that CRCC has earned within the provider community. Also, CRCC has tremendous economy of scale in its operation. It currently employs three radiation oncologists (a fourth is being recruited), three medical physicists, three dosimetrists, eleven radiation therapists and one CT/simulator technologist which allows for increased cross coverage and continuity of care that a single linear accelerator provider cannot provide.

Recently CRCC submitted a CON application to replace and relocate one of its conventional linear accelerators to a new office in Murrells Inlet. Since this application and the one for CRCC's Murrells Inlet project can both be approved and will be reviewed independently, this application has been developed without regard to the Murrells Inlet application since it has not been approved at this time.

Carolina Regional Cancer Center (CRCC) has been providing care to area cancer patients for 31 years at its current location. CRCC was originally known as Myrtle Beach Radiation Therapy Center (MBRTC) and has a long history of providing high quality care to its patients. MBRTC's first patient was treated in March of 1980. When it opened, the center had two employees and a 4-EX linear accelerator (LA). Originally the center did not have permanent physicians since they rotated through from MUSC. During the first year the Center treated around 8-10 patients each day. In April 1987 the linear accelerator was upgraded to a 6-100 energy machine and a simulator was added. In 1989, R. Steven Bass, M.D. was an attending physician at MUSC and rotated through providing coverage in Myrtle Beach. The next year he became the permanent physician at the practice.

In 1992 a building expansion was completed and a new Varian 2100C dual energy machine was added. Two years later in 1994, Doctor Bass purchased MBRTC with the goal of providing the highest quality, state-of-the-art care possible in the Grand Strand region. So in early 1997 MBRTC was an early adopter of the technology to treat patients utilizing a technique known as 3-D conformal treatment. This was done with planning computer software, an automated milling machine providing custom compensators to alter the shape of the radiation beam, and special training of the radiation therapists delivering the treatment.

In July of 2001 the building was renovated with the addition of an ambulance bay, new spacious patient waiting areas, new offices, and a conference room. In February of 2002, the old 6-100 was replaced with a new Varian 6 EX with Multileaf Collimators (MLCs). In May of 2002 new treatment planning software was added to provide the newest treatment technique know as Intensity Modulated Radiation Therapy (IMRT). CRCC was one of the first to adopt this new technology in South Carolina. At the time, it was one of the greatest advances in radiation therapy in over 20 years.

On May 31, 2002 the name was officially changed from MBRTC to Carolina Regional Cancer Center, P.A. The name was changed to better reflect the areas served—patients from both South Carolina and North Carolina—and to better reflect the spectrum of care provided to cancer patients. In June of 2002 a new ultrasound machine was installed in the 6 EX vault for the daily localization of the prostate. In January 2003 the Varian 2100C was upgraded with MLCs. In November 2004 a renovation was completed that upgraded the simulation room and provided additional office space for dosimetry and physics. Theraview portal imaging units were added to the treatment machines in 2005. The record and verify system was changed to IMPAC in 2006 and IMPAC's EMR was adopted and implemented throughout the department.

CRCC signed an affiliation agreement with MUSC Hollings Cancer Center in March 2006. The agreement includes the use of the name by CRCC and CRCC participating in their clinical trials network. In February 2008 CRCC became the first radiation facility in South Carolina to be accredited by the American College of Radiology. In July 2007 CRCC was

issued a CON for an expansion project to add TomoTherapy. The construction of the 6,000 square foot addition was completed June 23, 2008 with the wing opening for patient treatments being July 10, 2008.

On May 3, 2010, CRCC was sold to Atlantic Urology and 21st Century Oncology of South Carolina, LLC, which is wholly owned by Radiation Therapy Services, Inc. (RTSI). RTSI is one of the nation's largest providers of radiation therapy. The change of ownership was approved by SC DHEC under E-10-24 and E-10-34 as documented in Exhibit 3. General information regarding CRCC and Radiation Therapy Services, Inc. is provided in Exhibit 4.

This new partnership will help continue CRCC's long history of upgrading to new technology and providing high quality patient care. CRCC's mission statement continues to be "provide state-of-the-art cancer care for all of our patients and to treat each patient as we would a family member."

(3) Provide the total cost of the project, indicating design fees, land cost, interest cost, construction cost, equipment cost, and any other cost involved in the project. Provide an estimate of the construction cost from a licensed architect or engineer; in the case of equipment, an estimate from a vendor is acceptable.

The total project budget is presented in the following table:

Table 1

A. Land & Existing Building	$680,000.00
B. Construction Cost	743,884.00
C. Architect's Fee	100,000.00
D. Equipment	
1. Fixed	2,821,894.46
2. Moveable	376,834.32
Subtotal-Equipment	$3,198,728.78
E. Financing Cost	0.00
F. Other Cost	385,000.00
Total Project Costs	$5,107,612.78

The budget is further explained and documented as follows:

A. Land and Building. CRCC has signed a lease with RSB Conway Medical Properties, LCC. A copy of the lease is provided as an exhibit and is referenced as required in B(8)(h). The lease agreement began on August 1, 2010 and is for an initial term of five years, expiring on July 31, 2015. The lease will then automatically renew for two additional five (5) year terms. The value of the land and existing building was determined by an appraisal that is included as Exhibit 5

B. Construction Costs. The cost of construction of $756,884 is documented by a letter from the project architect in Exhibit 6.

C. A/E Fees. The architect's letter referenced above documents the professional design fee and reimbursables to be $87,000.

D. Equipment.

1. Fixed Equipment. The following documents the fixed equipment budget:

Table 2

1.	Fixed Equipment	
	a. Varian TrueBeam	$ 2,413,894.00
	b. CT Simulator	$ 175,000.00
	c. Freight & Rigging	Included
	d. Sales Tax	$ 233,000.46
	Subtotal - Fixed Equipment	$ 2,821,894.46

a. Linear Accelerator. Exhibit 7 presents a Purchase Order and Quotation for a Varian TrueBeam System.

b. CT Simulator. Exhibit 8 presents Purchase Order and Quotation from CT Enterprises, LLC for a refurbished GE LightSpeed Plus quad-slice CT scanner.

c. Freight and Rigging. These costs are included in each quotation

d. Sales Tax. This is vendor's estimate for sales tax.

2. Moveable Equipment. The following documents the moveable equipment budget:

Table 3

Movable Equipment	
a. Furniture & Fixtures	$ 45,455.00
b. Information Technology	$ 300,264.56
c. Sales Tax	$ 31,114.76
Subtotal - Movable Equipment	$ 376,834.32

a. Furniture & Fixtures. Exhibit 9 presents an estimate of the F&F costs.

b. Information Technology. Exhibit 10 presents a detailed IT cost estimate. The estimate includes the equipment totaling $100,696.00 and a separate quotation for software in the amount of $199,568.56.

c. Sales Tax. This is the vendor's estimate for sales tax.

E. Financing Costs during Construction. The parent corporation of CRCC plans to fund the capital costs from its operating reserves; therefore, there will be no loan or financing costs associated with this project.

F. Other Costs. These costs are described as follows:

Table 4

Consulting and Legal Fees	$ 70,000.00	
CON Fee to DHEC	$ 15,000.00	
Contingency	$ 300,000.00	
Subtotal - Other Costs		$ 385,000.00

1. Consulting and Legal Fees. This line item includes consulting, legal, and other costs such as physics testing.

2. CON fee to DHEC. This is the budgeted amount for the CON fee payable to SC DHEC.

3. Project Contingency. The budget includes a project contingency set at $300,000.

(4) State the specific location of the facility or service and/or equipment, including, where applicable, specific areas of an existing facility to be affected by the project. Provide room numbers of all patient rooms affected. Sufficient detail should be provided to allow the Department to visually inspect the site. The number of private and semi-private patient rooms shall be identified.

The site is 0.51 acres located at 252 Myrtle Trace Drive in Conway, South Carolina, Tax Map# 151-27-03-129. A project location map is provided as an exhibit and is referenced as required in C(3).

There are no patient rooms in the Center.

(5) Provide details regarding any proposed construction and/or renovations. Discuss alternatives to new construction and why these alternatives were rejected. For a multi-floor project, construction and/or renovation must be described, by floor, to include any additions and/or deletions made to each floor. Provide evidence that the applicant has adequately planned for any temporary move or relocation of any department, facility, or services, which may be necessary during the construction period. Document that plans exist to assure adequate protection (from fire, noise, dust, etc.) and continuation of all services during the proposed construction period.

The existing single story building is approximately five years old and was originally constructed for a cancer treatment center and includes a linear accelerator vault. The building has never been occupied and will require refurbishing and renovations for it to be acceptable for use by CRCC. Construction plans include:

1. Add approximately 10' x 16' gable area to enlarge waiting room and create vestibule access.
2. Add bumpers, strip and re-seal parking lot. Add awning canopy to ambulance entrance.
3. Improve landscaping.
4. Repair shingled roof.
5. Repair damaged siding.
6. Replace HVAC system.
7. Add electrical panels and electrical needs for Linear Accelerator and CT.
8. Add chiller for Linear Accelerator.
9. Replace plumbing fixtures.
10. Replace casework and add new casework for Linear Accelerator and CT.
11. Add lead bricks for extra shielding.
12. Replace all flooring material.
13. Complete outside and inside painting.

(6) If a replacement facility or ancillary service is being constructed, describe plans for disposition of the existing facility or ancillary service area upon completion of the project.

This project does not involve a replacement facility as the new linear accelerator will be placed at a new facility by an existing provider.

(7) Provide a timetable for development and completion of the project to include, at a minimum, the date of site acquisition, date of architectural contract, architectural design schedule, date of closing for financing, date of valid construction contract, date that all necessary permits (grading, building, sewer, etc.) will be obtained, and date of start of construction. The timetable shall be presented in one month increments commencing with the month following receipt of the Certificate of Need and ending with the execution of a contract or purchase order for equipment only projects.

The following time-line is anticipated once the Certificate of Need is issued:

Table 5

#	Month	Project Status
1	Aug 2011	Receive CON, begin construction, confirm delivery of fixed equipment
2	Sept 2011	Continue construction
3	Oct 2011	Continue construction
4	Nov 2011	Continue construction
5	Dec 2011	Continue renovations; install equipment
6	Jan 2012	License and begin patient service in Conway

(8) Provide the following ownership information:

(a) Proposed name of facility.

Carolina Regional Cancer Center – Conway

(b) Name and address of licensee or prospective licensee. (Note: The licensee is defined as the legal entity who, or whose governing body, has the ultimate responsibility and authority for the conduct of the facility or service; the owner of the business. The licensee must be the entity to whom the Certificate of Need is issued.)

Carolina Regional Cancer Center, LLC
4708 Oleander Drive
Myrtle Beach, SC 29577

Exhibit 11 presents its Certificate of Existence as a South Carolina corporation. Its listed registered agent is a corporate management service; all correspondence should be sent to the address above, not to its registered agent.

(c) Complete title of the licensee's governing body.

Carolina Regional Cancer Center, LLC Managers

(d) Name, title and mailing address of presiding officer of the governing body.

Daniel E. Dosoretz, M.D., Manager
2270 Colonial Boulevard
Fort Myers, FL 33907

Michael J. Katin, M.D., Manager
2270 Colonial Boulevard
Fort Myers, FL 33907

(e) Name and mailing address of all persons and/or legal entities having any ownership interest or owner's equity of the licensee to include a schedule of percent and type ownership claim of each.

Atlantic Urology Clinics, LLC, a South Carolina limited liability company, owns 100% of all outstanding membership interests (uncertified) in Carolina Regional Cancer Center, LLC.

(f) Name and mailing address of persons and/or legal entities claiming liabilities of the licensee or of the facility or service for which this Certificate of Need is requested to include a schedule of percent and type of claim of each.

The financial liabilities of CRCC as of December 31, 2010, are presented in Exhibit 12. The exhibit is a printout of the liability section of the balance sheet detail.

(g) Provide a listing which identifies all officers of the licensee.

President and CEO:	Daniel E. Dosoretz, M.D.
Vice President:	Kerrin E. Gillespie
Treasurer:	Jeffrey A. Pakrosnis
Assistant Treasurer:	Joseph Biscardi
Secretary:	James H. Rubenstein, M.D.
Assistant Secretary:	Margarita Suarez

(h) Is the land and/or building on/in which the proposed facility or service is to be conducted owned by the applicant? ___YES _X_ NO. If no, provide information on the land and building similar to that required in (b) through (g) above:

CRCC is leasing the building from RSB Conway Medical Properties, LLC, a South Carolina limited liability company. A copy of the lease is included as Exhibit 13.

1. *Name and address of the owner of the land and building:*

   RSB Conway Medical Properties, LLC
   4708 Oleander Drive
   Myrtle Beach, SC 29577

   Exhibit 14 presents documentation of existence as a South Carolina limited liability corporation.

2. *Complete title of building owner's governing body:*

   Members of RSB Conway Medical Properties, LLC

3. *Name, title and mailing address of presiding officer of governing body the Landlord:*

   R. Steve Bass, MD, Chairperson and Sole Member
   4708 Oleander Drive
   Myrtle Beach, SC 29577

4. *Name and mailing address of all persons and/or legal entities having any ownership interest or owner's equity of the building owner to include a schedule of percent and type ownership claim of each.*

   R. Steve Bass is the sole member of RSB Conway Medical Properties, LLC.

5. *Name and mailing address of persons and/or legal entities claiming liabilities of the building owner for which this Certificate of Need is requested to include a schedule of percent and type of claim of each.*

   This information will be provided if necessary and requested.

6. *Provide a listing which identifies all officers of the building owner.*

   R. Steve Bass., Chairperson and Sole Member
   J. Collins Wakefield, Treasurer

(i) Has the licensee engaged an entity other than an employee of the licensee to manage or operate thefacility or service? ___ YES _X_ NO. If yes,provide information similar to that required in (b)through (g) above.

(j) Is there any agreement, contract, option, understanding, intent or other arrangement that will effect a change in any of the information requested and/or provided in (b) through (g) above.

___ *YES* _X_ *NO. If yes, provide information similar to that required in (b) through (g) above.*

(k) Provide a complete listing of all existing licensed health care facilities and/or services and Certificates of Need in which the proposed licensee currently has an ownership interest, to include names and addresses of each facility or service. In the cases of Certificates of Need for undeveloped facilities and services, provide the name, address, and telephone number of a contact person representing the authority which issued the Certificate of Need.

CRCC owns and operates a megavoltage radiation therapy center located at 4708 Oleander Drive, Myrtle Beach, SC 29577 which has two Certificates of Need to operate three linear accelerators: CON SC-94-31 for two linear accelerators and CON SC-07-29 for a TomoTherapy unit. CRCC also holds a South Carolina Department of Health and Environmental Control Radioactive Materials License, # 515, issued February 8, 2010 and expiring March 31, 2013.

(l) Should the licensee be a subsidiary corporation, provide a diagram of the licensee's relationship to the parent corporation and list the name and address of the parent corporation as well as the corporation which has ultimate control. In addition, please provide the name and mailing address of all persons and/or legal entities having ownership interest of 5 percent or more or any person with any agreement, contract, option, arrangement, or intent to acquire ownership interest of 5 percent or more, of all corporations in the corporate organizational structure which have ultimate control of the licensee.

Exhibit 15 presents a diagram of ownership relationships for CRCC.

(9) Provide documentation that the applicant has sought cooperative agreements such as transfer agreements with other facilities, as applicable.

Exhibit 16 presents letters to area hospitals requesting transfer agreements.

(10) Indicate the means by which a person will have access to the facility's services (i.e. physician referral, self admission, etc). Identify the specific facilities or agencies the applicant expects to receive referrals from (i.e. hospitals, home health agencies, etc). Describe any limitations placed on admissions.

CRCC receives approximately 98% of its patients from physician referrals. The remaining 2% come from patient self referrals. Most referrals will come from an attending physician; this could involve patients currently in the care of another healthcare facility i.e. a hospital, a nursing home, etc. There are no limitations placed on patient access to treatment by CRCC. CRCC treats all patients needing care regardless of their ability to pay. No patient will be refused treatment due to their race, sex, creed, national origin, ability to pay or any other reason.

(11) Demonstrate that the proposed project is needed or projected as necessary to meet an identified need of the public. This shall address at a minimum: identification of the target population; the degree of unmet need; projected utilization of the proposed facility or service; utilization of existing facilities and services; past utilization of existing similar services within the facility; and justification that the proposed project will not unnecessarily duplicate existing entities. The applicant must show all assumptions, data sources, and methodologies used. The applicant must use population statistics consistent with those generated by the State Demographer, State Budget and Control Board.

The need for this project based on the following:

1. In 2010 CRCC operated its three linear accelerators at 110% of capacity (as determined by DHEC) and CRCC needs a fourth linear accelerator to meet the needs of its patients.

2. Based on the standards established by DHEC in the current State Health Plan, CRCC meets the criteria to expand its service.
3. Additionally, the Conway area has the second highest population in the region and it is appropriate to place the new linear accelerator in this area. The highest population is Murrells Inlet where CRCC has applied for a CON to relocate and replace one of its existing linear accelerators to a new office in Murrells Inlet.
4. Locating linear accelerator in new locations beyond the two current ones will significantly reduce the travel time for treatment to persons living in the three-county service area.

Target Population / Service Area. DHEC defines megavoltage radiotherapy service areas for the state. CRCC is in the three-county service area that includes Georgetown, Horry, and Williamsburg Counties. Exhibit 17 presents maps of the region and each county. CRCC treats patients from all three counties and considers the region to be its service area. The following table presents the SC State Demographer's population projections for the service area and the state:

Table 6

County	7/1/2009 Estimates	7/1/2010 Projection	7/1/2011 Projection	7/1/2012 Projection	7/1/2013 Projection	7/1/2014 Projection	7/1/2015 Projection
Georgetown	60,700	62,610	63,310	64,030	64,720	65,430	66,130
Horry	263,870	265,360	270,500	275,650	280,790	285,930	291,080
Williamsburg	34,450	35,370	35,350	35,320	35,300	35,270	35,240
Total for Service Area	359,020	363,340	369,160	375,000	380,810	386,630	392,450
South Carolina	4,561,240	4,549,150	4,596,170	4,643,230	4,690,500	4,737,670	4,784,700

The full data set provided by the State Demographer is presented in Exhibit 18.

Past Utilization of Existing Facilities. There are two providers of radiation therapy services in the service area: CRCC and Francis B Ford Cancer Treatment Center located at Georgetown Memorial Hospital in Georgetown, SC. The service in Georgetown opened in February 2004 and was approved to provide services to Georgetown and Williamsburg Counties which are predominately rural. The Ford Cancer Center provides improved access and availability to residents in Georgetown and Williamsburg counties, many of who would otherwise experience difficulties in traveling to the CRCC office in Myrtle Beach for radiation therapy. The following table presents linear accelerator utilization since 2005:

Table 7

Radiation Treatments	2005	2006	2007	2008	2009	2010
CRCC	15,770	14,032	13,107	14,335	15,613	20,946
Georgetown	4,217	5,416	5,466	5,903	5,305	5,515
Region Total	19,987	19,448	18,573	20,238	20,918	26,461
Statewide	229,721	236,181	253,349	261,462	264,116	

The 2010 utilization from the Ford Center in Georgetown is based on data reported online through the hospital's Joint Annual Report, which has not been finalized as of 3/4/2011. Exhibit 19 presents the mix of procedures provided by CRCC during the last six months of 2010. The list by CPT code includes all of the services provided by CRCC.

CRCC Patient Origin. Analysis was completed of the patient origin by zip code for CRCC for the most recent six months (July 1 – December 31, 2010) based on the data presented in Exhibit 20. The zip codes were counted from patient mailing addresses, except for patients who used a post office box; in these few cases, the adjacent zip code was used for the place of residence. There are 26 zip codes reported by Nielsen/Claritas in the three county service area. As shown in the exhibit, the zip codes were grouped into two six market areas based on geography and the following table summarizes the percent of CRCC patients from each area and the 2015 population projection provided by Nielsen/Claritas.

Table 8 – Patient Origin in Service Area

Area	CRCC Patient Origin	2015 Population Projection*
Conway Area	22%	80,355
Georgetown Area & Williamsburg County	1%	72,415
Loris Area	6%	24,588
Murrells Inlet Area	29%	100,778
Myrtle Beach Area	20%	71,438
North Myrtle Beach Area	22%	53,310
Total	100%	402,884

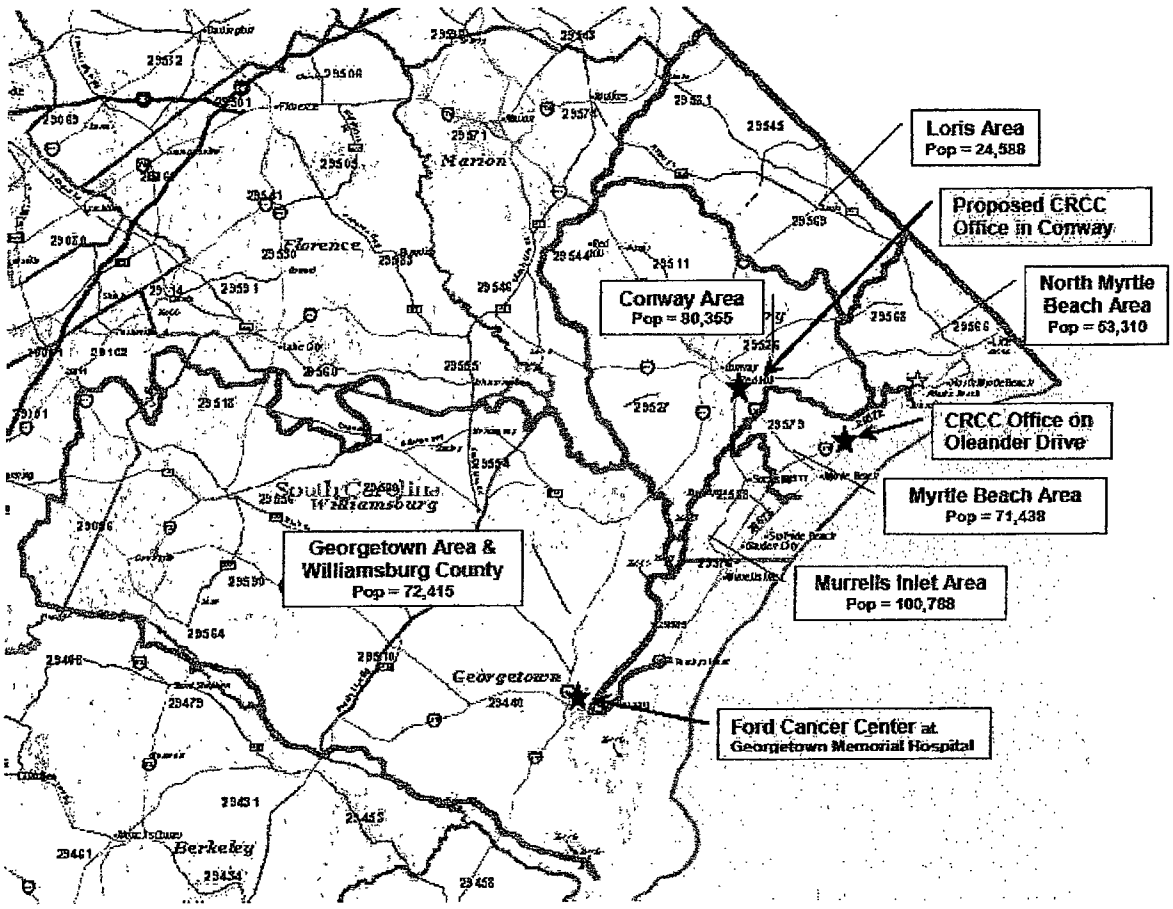
The percentages are based on 495 patients from within the service area during the last six months of 2010. Overall, CRCC treated 571 total patients during this time period with 76 of those patients coming from locations outside of the three-county service area (22 from other locations in SC, 44 from NC, and 10 from other locations).

Nielsen/Claritas is a nationally recognized and widely used market database which provides demographic data at the zip code level. Zip code data is not available from the SC State Demographer and the Nielsen/Claritas "SiteReport" system is needed to properly analyze the market for radiation therapy services in this three county service area. There is a small difference (2.6%) in total population projection between the State's projections and Nielsen/Claritas'. This variation is the result of different projection methodologies and zip codes that overlap county lines; however, such a small variation is not statistically significant for the purposes of this need analysis.

The two areas most benefiting from the additional linear accelerator will be the Conway and Loris areas. More than 22% of CRCC's patients live in the Conway area while 6% live in the Loris area. Combined, these two areas account for more than 28% of CRCC's patient volume. These patients would be best served by CRCC opening a cancer treatment center in Conway, SC.

The next figure presents a map of three county region with the six market areas highlighted and the locations noted for the two existing radiation therapy providers and CRCC's proposed new center in Conway. Exhibit 21 includes a larger map showing these six areas within the service area, a detailed map of each county and population demographics for each of the three counties from the Nielsen/Claritas database. Volume 2, Exhibit 1 of this application includes a detailed map and population demographics for each zip code.

Figure 1



One of DHEC's project review criteria is the distribution and accessibility of a proposed project (SC Health Plan, IX-7). This project will improve the accessibility for patients in the service area, especially those in the Conway and Loris areas. The accessibility benefit of this proposed project can be best addressed by the impact it has on the driving time to radiation treatment centers in the three-county service area. Analysis was completed on the driving miles and driving time from the geographic center of each zip code to the two existing radiation treatment centers and the proposed new center in Conway. Both the distance and driving time were gathered from Google Maps.

Currently, patients from the Conway and Loris areas drive an average of 45 minutes to the closest of the two cancer centers with linear accelerators. However, the proposed project would reduce their drive time by more than 21% to 35 minutes. A patient from the Conway and Loris area would save an average of 20 minutes on each round-trip to receive treatments. Patients who are on a fractionation schedule of five treatments a week for six weeks could save ten hours of driving time as a result of the proposed project. The details of

the analysis for the entire service area are presented in Exhibit 22. The full analysis of the seven zip codes that make up the Conway and Loris areas are included in Exhibit 23 and are summarized in the following table:

Table 9

Distance from center of zip codes in Conway-Loris area to closest radiation treatment center (by travel time)	Average (Mean)		Weighted Average	
	Driving Miles	Time (in minutes)	Driving Miles	Time (in minutes)
To closest of existing two centers	34.1	45.0	24.6	35.4
To closest of three centers	23.6	35.4	15.8	25.7

This is a significant reduction in travel for patients in an area that includes a population of 104,943.

Radiotherapy Standard from the State Health Plan, pages IX, pages 5-8 are stated below in italics:

1. *The capacity of a conventional linear accelerator, either with or without EPID, is 7,000 treatments per year.*

   CRCC operates two standard linear accelerators (Varian) which have been determined by SC DHEC to have a capacity of 7,000 treatments per year.

2. *Linear accelerators providing IMRT or IGRT have a capacity of 5,000 treatments per year. A facility must document that it is providing or will provide these specialized treatments in sufficient volume to justify why it should be held to this planning capacity.*

   CRCC operates one linear accelerator (TomoTherapy) which has been determined by SC DHEC to have a capacity of 5,000 treatments per year.

   Thus, under DHEC's standards, CRCC's three linear accelerators have a total annual capacity of 19,000 procedures per year.

3. *IMRT/IGRT linear accelerators performing stereotactic procedures have a capacity of 4,500 treatments per year. A facility must document that it is providing or will provide these specialized treatments in sufficient volume to justify why it should be held to this planning capacity.*

   CRCC does not operate linear accelerators in this category as determined by SC DHEC.

4. *Linear Accelerators designed strictly to provide Stereotactic Radiotherapy have a capacity of 2,000 treatments per year. A facility must document that it is providing or will provide these specialized treatments in sufficient volume to justify why it should be held to this planning capacity.*

   CRCC does not operate linear accelerators designed strictly to provide Stereotactic Radiotherapy as determined by SC DHEC.

5. *There are 13 service areas established for Radiotherapy units as shown on the following chart.*

   CRCC is in the Georgetown / Horry / Williamsburg County service Area as shown on the following map of SC:

Figure 2



6. *New Radiotherapy services shall only be approved if the following conditions are met:*

   CRCC is not proposing a new radiotherapy service because they already provide radiotherapy service in the designated service area. This application proposes the purchase of a new linear accelerator for installation in a new office for CRCC within its existing service area.

   A. *All existing units in the service area have performed at a combined use rate of 80 percent of capacity for the year immediately preceding the filing of the applicant's CON application; and*

   B. *An applicant must project that the proposed service will perform a minimum number of treatments equal to 50 percent of capacity annually within three years of initiation of services, without reducing the utilization of the existing machines in the service area below the 80 percent threshold. If the new equipment is a specialized radiotherapy unit as described in Standards 2, 3 or 4 above, then the applicant may propose an annual capacity based on the specialized use of the equipment by that applicant. If the applicant can justify this proposed annual capacity, then this capacity will be used in CON application calculations, as well as future capacity calculations, for that applicant. The applicant must document where the potential patients for this new service will come from and where they are currently being served, to include the expected shift in patient volume from existing providers.*

7. *Expansion of an existing service, whether the expansion occurs at the existing site or at an alternate location in the service area, shall only be approved if the service has operated at a minimum use rate of 80 percent of capacity for each of the past two years and can project a minimum use rate of 50 percent of capacity per year on the additional equipment within three years of its implementation. If the additional equipment is a specialized radiotherapy unit as described in either Standards 2, 3 or 4 above, then the existing provider may propose an*

annual capacity for that additional equipment, based on the specialized use of the equipment by that applicant. If the applicant can justify this proposed annual capacity, then this capacity will be used in CON application calculations, as well as future capacity calculations, for that applicant.

CRCC is proposing the expansion of an existing service based on its current patient volume and the unmet need in the Conway-Loris area. The following table records the number of linear accelerator radiation treatments for the two providers in the service area:

Table 10

Radiation Treatments	2005	2006	2007	2008	2009	2010
CRCC	15,770	14,032	13,107	14,335	15,613	20,946
Georgetown	4,217	5,416	5,466	5,903	5,305	5,515
Region Total	19,987	19,448	18,573	20,238	20,918	26,461
Statewide	229,721	236,181	253,349	261,462	264,116	

According to the 2010-2011 South Carolina Health Plan, conventional linear accelerators have a capacity of 7,000 treatments per year. Thomotherapy systems have a capacity of 5,000 treatments per year. Since CRCC currently operates two conventional linear accelerators and one TomoTherapy unit, their capacity is 19,000 as determined by DHEC. The Francis B Ford Cancer Treatment Center located at Georgetown Memorial Hospital currently operates one conventional linear accelerator so its potential capacity is 7,000 treatments a year. The DHEC-assigned capacities for each of these providers by year are:

Table 11

Provider Capacity	2005	2006	2007	2008	2009	2010
CRCC	19,000	19,000	19,000	19,000	19,000	19,000
Georgetown	7,000	7,000	7,000	7,000	7,000	7,000
Region Total	26,000	26,000	26,000	26,000	26,000	26,000

Utilizing the provider capacity and the actual treatments performed, the percent of capacity can be calculated for both providers:

Table 12

% of Capacity Used	2005	2006	2007	2008	2009	2010
CRCC	83%	74%	69%	76%	82%	110%
Georgetown	60%	77%	78%	84%	76%	79%
Region Total	77%	75%	71%	78%	80%	102%

Based on this data, CRCC has been in excess of 80% capacity for the past two years, thereby fulfilling the first criterion of "minimum use rate of 80 percent of capacity for each of the past two years."

As shown by Table 9 – "Patient Origin in Service Area", approximately 28% of CRCC's patients come from Conway and Loris area. These patients would be the ones who would most benefit from a linear accelerator located in Conway. As such, CRCC conservatively expects that 75% of their patients from the Conway and Loris area will utilize the proposed linear accelerator in Conway. Therefore, CRCC expects for 21% of their future treatments to be done on the proposed linear accelerator (75% of 28% =

21%). While CRCC experienced a growth rate of 34.2% in 2010, the volume projections estimate more conservative growth for the next two years followed by an annual growth of around 2.5%. Based on these assumptions, CRCC expects the breakdown in radiation treatments to be the following:

Table 13

Radiation Treatments	2009	2010	2011	2012	2013	2014
CRCC - Myrtle Beach	15,613	20,946	22,419	18,258	18,717	19,185
CRCC - Conway	na	na	na	4,854	4,976	5,100
Total Treatments	15,613	20,946	22,419	23,112	23,693	24,285
Change over prev. year		34.2%	7.0%	3.1%	2.5%	2.5%

In its first year of operation, the linear accelerator in Conway is estimated to perform over 4,800 treatments. Since 50% capacity is 3,500 treatments a year, the proposed linear accelerator meets the second criterion since it "can project a minimum use rate of 50 percent of capacity per year on the additional equipment within three years of its implementation." In fact, by 2014, the linear accelerator at Conway is estimated to be at 73% capacity with 5,100 radiation treatments that year.

8. *The applicant shall project the utilization of the service and document referral sources for patients within its service area, including letters of support from physicians and health care facilities indicating a willingness to refer patients to the proposed service, with expected annual referral volumes.*

The historical utilization of CRCC's service clearly documents a strong and growing referral base of patients. As noted, about 98% of patient referrals to CRCC are from physicians and CRCC has a long history of strong support from the medical community within the three-county region. This is evidenced by its three decades of service to the region and its expansion from one to three linear accelerators in order to meet the referrals. Letters of support from physicians are referenced in B(30). Many physician practices in the three-county service area have been purchased by area hospitals and the employers of the physicians have directed the physicians not to provide CON letters of support unless they directly benefit the hospital.

9. *The applicant must affirm the following:*

   A. *All treatments provided will be under the control of a board certified or board eligible radiation oncologist;*

   B. *The applicant will have access to a radiation physicist certified or eligible for certification by the American Board of Radiology or its equivalent;*

   C. *The applicant will have access to simulation equipment capable of precisely producing the geometric relationships of the equipment to be used for treatment of the patient;*

   D. *The applicant will have access to a custom block design and cutting system; and*

The institution shall operate its own tumor registry or actively participate in a central tumor registry.

CRCC affirms it complies with all of the above requirements. The transmittal letter of this application confirms this affirmation.

Projected Utilization. As mentioned above, CRCC has experienced significant growth in

utilization during 2009 and 2010. The total treatments at CRCC grew 34.2% from 2009 to 2010 alone. To calculate projected utilization, a more conservative growth rate of 2.5% was applied. As shown by Table 9 – "Patient Origin in Service Area", approximately 28% of CRCC's patients come from Conway and Loris area. These patients would be the ones who would most benefit from a linear accelerator located in Conway. As such, CRCC conservatively expects that 75% of their patients from the Conway and Loris area will utilize the proposed linear accelerator in Conway. Therefore, CRCC expects for 21% of future treatments to be performed on the proposed linear accelerator (75% of 28% is 21%).

Table 14

Radiation Treatments	2012	2013	2014
CRCC - Myrtle Beach	18,258	18,717	19,185
CRCC - Conway	4,854	4,976	5,100
Total Treatments	23,112	23,693	24,285

In summary, there is a substantial need for an additional linear accelerator in the Georgetown-Horry-Williamsburg service area. As an existing provider, CRCC is operating at 110% of the DHEC-defined capacity for their three linear accelerators. This project would allow CRCC to continue to grow and offer excellent medical care for the people in the surrounding area. Not only does the project significantly reduce the driving time for people from the Conway and Loris areas to a linear accelerator for cancer treatment, but CRCC's project allows them to also receive exceptional care based on the vast medical experience of CRCC's current and future medical staff. Additionally, with an existing lease already in place for a specialty-built medical building with a radiation therapy vault and shielded area for a CT simulator, CRCC can have the new center and linear accelerator giving treatments within a matter of months from the receipt of the CON.

(12) Discuss alternative facilities and/or services considered including the advantages and disadvantages of each alternative. Include a statement as to why this project alternative was adopted.

1. Do Nothing/Status Quo. CRCC could maintain its existing centralized operation and not add additional linear accelerators. This would allow CRCC to maximize its profits, but would not allow it to better meet the needs of its patients.
2. Add an Additional Linear Accelerator in Present Location. CRCC could add an additional linear accelerator at its present location in Myrtle Beach. It would improve service since the new system would be the latest in radiation treatment technology. However, it would not improve accessibility for patients in the Conway-Loris area.
3. Add an Additional Linear Accelerator at a New Location. This option increases CRCC technological ability with a state-of-the-art linear accelerator and provides the service in a new center located in the Conway-Loris area.

(13) Discuss any serious problems, such as costs, availability, or accessibility in obtaining care of the type proposed, experienced by patients the absence of this project.

The primary purpose of this proposed project is to improve availability and accessibility to the residents within the three-county service area by adding an additional linear accelerator in a new location that would be more accessible for patients in a part of the region.

21st Century Oncology's national presence and size provides tremendous economies of scale and allows it to purchase equipment and medical supplies at a cost much lower than other providers.

As previously stated, CRCC treats all patients needing care, regardless of their ability to pay. No patient will be refused treatment due to their race, sex, creed, national origin, ability to pay or any other reason.

(14) Where a project effects an increase or decrease in bed capacity, provide annual occupancy rates for the facility based on licensed beds, for the past three years by category (i.e. general acute, psychiatric, obstetric, nursing home, etc.).

CRCC is an outpatient center; thus, this project does not include any licensed beds.

(15) Identify the method of financing the cost of the project, including the start-up costs. Provide documentation that the applicant can obtain such financing. Alternative sources and/or methods of financing should be identified and the method chosen demonstrated to be the most feasible option.

As documented in Exhibit 24, CRCC will finance its project costs through its parent organization, RTSI, which will fund this project with available cash from operations.

(16) For an addition to an existing facility or service, provide a current annual budget and at least a three fiscal year projected budget for both the overall facility and the proposed project on forms provided by the department. The projections must be developed by an accountant. For a new facility or service, provide a projected annual budget for not less than three fiscal years following the completion of the proposed project on forms provided by the department. The projections must be developed by an accountant. These budgets must at a minimum include how proposed charges, proposed cost of service, utilization, depreciation, reimbursement rates and contractual adjustments were calculated. All assumptions used must be shown.

Financial projections of revenue and expenses have been developed for CRCC with and without the project and are included as Exhibit 25. The exhibit presents actual financial data for 2009 and 2010, estimate for this year 2011 and projections for 2012-2014; detailed explanations of the assumptions that were used are also shown. The exhibit includes a letter from the Senior Vice President and CFO of 21st Century Oncology regarding the forecasted financials.

(17) Document that the proposed charges for the project are comparable to those established by other facilities for similar services within the health service area or state.

Included as Exhibit 26 is CRCC's "charge master" for Lin Acc services. Included as Exhibit 27 is a comparison of key charges for the top five procedures by volume with the other provider in the three-county service area. CRCC does not plan to change its charges as a direct result of this project. Charges will be adjusted as a normal part of the annual budgeting process and assumptions of changes are shown in financial projections referenced above.

(18) Document that the proposed project is economically feasible, both immediately and long-term. In the case of existing facilities, what impact will the proposed project have on patient charges and cost per unit of service.

The proposed project is economically feasible, both immediately and long-term based on financial projections presented above. The project is not expected to have any direct impact on patient charges.

(19) State how the project will foster cost containment and improve quality of care through the promotion of such services as ambulatory and home health care, preventive health care, promotion of shared services, economies of scale, and design and construction economies.

This proposed project fosters cost containment in the following ways:

- Clearly CRCC needs an additional linear accelerator to meet patient demands. It is very cost-effective to utilize an existing building that is convenient to a large concentration of people in the three-county region.
- Furthermore, the use of an existing building will significantly shorten the time-frame to bring CRCC's much needed fourth linear accelerator online.
- CRCC, as a subsidiary of one of the nation's largest providers of radiation therapy services, is able negotiate very large discounts on equipment and medical supplies.
- Expanding the services of an existing radiation therapy provider provides economies of scale by the sharing of administrative support, computer systems, etc.

The project significantly improves quality of care by:

- Providing a state-of-the-art Varian TrueBeam System to the three-county service area.
- Reducing overall travel time in region for patients to receive radiation therapy.
- Allowing its high-quality clinical staff of three radiation oncologists (a fourth is being recruited), three medical physicists to cover an additional site. (A single site, one linear accelerator provider would have very limited staffing, perhaps only one radiation oncologist and one health physicist, and thus challenges in maintaining clinical coverage.)
- 21ST Century Oncology / Radiation Therapy Services, Inc., has clinical, operational, management and financial resources to assist in the local delivery of the highest quality of radiation therapy services.

(20) In the case of projects involving additional long-term care beds, discuss how the plans of other agencies, organizations, or programs responsible for providing and financing long-term care have been considered.

This proposed project does not involve any long-term care beds.

(21) Provide a three-year projected manpower budget in full-time equivalents (FTE's) detailing the existing and proposed nursing, other professional, and non-professional personnel required for the staffing of the new project. Include the name of the Nurse Supervisor or Director, if available.

Exhibit 28 presents the manpower budget. Relocation and replacement of one existing linear accelerator to a new center will only require the addition of 2.0 FTE's above the current staffing on 36.0 FTE's. The two new positions are a 1.0 FTE radiation therapist and a 1.0 FTE RN.

The name of the Medical Director is Patrick M. Francke, MD

(22) Provide the number of existing and proposed medical staff by specialty, to include physicians and dentists employed by, or with admission privileges to the facility. Include the name of the Chief of the Medical Staff, if available.

As an outpatient cancer center, CRCC does not have a formal medical staff. Exhibit 29 is a set of curriculum vitas of the physicians and medical physicists who practice at CRCC. They include:

- Patrick M Francke, MD, Medical Director and Radiation Oncologist (Board Certified)
- Todd E. Williams, MD, Radiation Oncologist (Board Certified)
- Stephen F. Andrews, MD, Radiation Oncologist (Board Certified)
- Stephen L. Mahan, PhD, DABR, Medical Physicist
- William J. Root, MMSc, DABR, Medical Physicist
- Robert A. Barton, MS, Medical Physicist

(23) Indicate those physicians who have expressed a willingness to utilize the proposed services or to refer patients to the facility for the provision of services.

CRCC has requested letters of support from the referral physicians. The letters received to-date are included in Volume 2, Exhibit 2 of this application.

(24) Discuss the availability of health manpower resources for the provision of the proposed services, including the contemplated program and plan for recruiting and training personnel.

The three-county service area has a total population of approximately 400,000 and CRCC, with its national presence through its parent corporation, does not anticipate any difficulty in hiring one additional radiation therapist and one additional RN.

(25) Describe the previous experience of the applicant in the proposed health care field. If the applicant has no prior experience, specify the anticipated sources of technical assistance, either from specific individuals or organizations.

CRCC has provided radiation therapy services in the region for three decades. The center is accredited by the American College of Radiology (ARC), which has very high standards of compliance regarding radiological services. A copy of CRCC's ARC Accreditation certificate for Lin Acc services is included as Exhibit 30.

(26) Discuss the impact of the project on the clinical training programs of health professional schools, particularly the extent to which these schools will have access to the services for training.

The project will not negatively affect clinical training programs. CRCC will continue to be receptive to serving as a clinical training site for health professional schools in the Grand Strand area.

(27) Provide any additional information that would assist the department in evaluating this project.

The 2010-2011 SC State Health Plan provides the following on page IX, page 7:

Quality

Incorrect doses of radiation can be dangerous. Two patients in New York died from lethal overdoses. In response, the Medical Imaging & Technology Alliance and the Advanced Medical Technology Alliance recently announced the Radiation Therapy Readiness Check Initiative, which is intended to incorporate safety-check mechanisms into radiation therapy equipment. The manufacturers have agreed to make equipment modifications to improve patient safety, by preventing equipment from operating unless the users verify that safeguards are in place.

The initiative requires medical physicists to record the performance of quality-assurance reviews of treatment plans. Technicians are required to perform beam modification checks, verify correct placement of machine accessories, and confirm correct patient placement. Individual manufacturers

will be responsible for incorporating the safety-check software into new equipment and creating software add-ons that can be incorporated into existing equipment. However, some older machines may not be capable of adding the safeguards.

In February 2008 CRCC became the first radiation facility in South Carolina to be accredited by the American College of Radiology. Exhibit 31 includes an overview of CRCC's Quality Assurance Program.

In addition, DHEC provides this general requirement regarding quality of care for all CON applications:

Quality of Care Requirements: In accordance with the S.C. Health Plan applicants for Certificate of Need applications should address their policies and procedures to assure the quality of healthcare services provided. All applicants that are accredited by The Joint Commission may summarize the current National Patient Safety Goals as outlined on the Joint Commission website for the appropriate services the organization or program provides.

These goals include the following:

1) Improve the accuracy of patient identification;

Each patient has an identification card that is scanned into the computer system daily:

(1) The card is scanned when the patient enters the building which communicates with CRCC's computer schedule, notifying the appropriate staff that patient has arrived.

(2) Patient ID card is scanned before the patient enters the treatment vault, identifying patient and their treatment parameters.

2) Improve the effectiveness of communications among caregivers;

CRCC has a weekly meeting (chart rounds) for the staff to discuss new patients, patients under treatment, and other matters of concern of the center. Attendance to chart rounds is mandatory for all department heads. Items for discussion include patient film reviews, Isodose plans and total tumor dose delivery, and problems with patient set-ups. Monthly IMRT cases are reviewed, discussed, peer reviewed by the doctors., and attended by the physicians, physics, dosimetrist and department heads. Each radiation oncologist presents an IMRT patient per body site that is under treatment or that has been treated. Quarterly Morbidity & Mortality Conferences are held to discuss patients who had complications in follow-up. CQI meeting are also held quarterly. (1) Floor supervisors audit an appropriate number of patient treatment charts for the following who have completed treatment:(A)Diagnosis (B) Stage of Disease (C) Path (D) Signed & Dated Treatment Plan (E) Total Dose, Number of treatments are correct (F) Method of Treatment Delivery (G) Photos of correct treatment volume (H) Field documented by portal images (I) Dosimetry Calc check (J) Completion Note (K) Follow-up Plan (L) Documented weekly chart check by Physicist (M) Documented Weekly exam by Radiation Oncologist (N) Documented consent form signed. (2) Physics Quality Improvement Program (A) Variation from prescriptions of greater than 10% (B)New treatment modalities or techniques; new technology (C)Any patient treatment record containing an incident report. (3) Nurses report any unplanned interruptions during treatment. (A) Unusual, severe, early or late complications of treatment. (B) Unexpected deaths during treatment.(4) Involvement with the local

Cancer committee and the State Tumor Registry (5) Individual Physicians peer Review. (6) CRCC Patient Outcome report. (7) Patient satisfaction questionnaire report.

3) *Improve the safety of using medications;*

On the day of the consult, patients are asked to bring in all medications for the nurse and MD to review and document in the chart. If medication is prescribed to patient, instructions are given for usage to patient and patient's family. While patient is under radiation therapy treatment, they are informed in writing to avoid taking Vitamin C, E and fish oil. Delivery of radioactive isotopes, verification of dose, review of blood work, activity of isotopes, and the correct patient are verified by physicist, physician, and nurse and documented in patient chart.

4) *Reduce the risk of healthcare associated infections.*

It is mandatory that CRCC staff use Universal Precautions for delivering care according to the OSHA standards. Annual OSHA Training is mandatory for all staff members. Any employee with any contagious process is asked to refrain from work and required to provide return to work release from their attending physician.

5) *Accurately and completely reconcile medications across the continuum of care.*

Patients receiving prescribed medications during their course of treatment are fully documented in the patients chart for date rendered, medication prescribed, dosage and the amount for pharmacy to dispense. All of the above issues are reviewed by CRCC's nursing staff/physician before any additional medication is prescribed.

6) *Reduce the risk of patient harm resulting from falls.*

The treatment staff maintains visual and audible contact with the patients at all times during radiation treatment. Restraining treatment devices are used when patients are unable to maintain their treatment positions, such as velcro straps, tape and custom immobilization devices. CRCC provides patient escorts to and from the treatment areas. Wheelchairs are provided for patients needing assistance. Treating therapists assist the patients on and off the tables. All entrance doorways are provided with nonskid doormats to prevent patients from falling during hazardous weather.

7) *Reduce the risk of influenza and pneumococcal disease in institutionalized older adults.*

All CRCC staff members are encouraged to receive the annual flu and pneumonia vaccine.

8) *Reduce the risk of surgical fires.*

CRCC does not provide surgical services.

9) *Implementation of applicable National Patient Safety Goals and associated requirements by components and practitioner sites.*

CRCC is accredited by the American College of Radiology and abides fully by its standards of patient care. In addition, CRCC has implemented all ambulatory safety goals recommended by the Joint Commission:

(1) identify patients correctly,
(2) use medicines safely,

(3) prevent infection, and
(4) identify patient's medication.

10) Encourage patients' active involvement in their own care as a patient safety strategy.

All patients requiring assistance are encouraged to inform a CRCC staff member for assistance if needed.

11) Prevent health care-associated pressure ulcers (decubitus ulcers).

As a freestanding cancer treatment center, CRCC is not clinically responsible for this type of condition. However, any bedridden patients treated at CRCC are educated by the staff to rotate the patient's position every 30 minutes. If pressure ulcers are identified by the staff, education to the family member is given and a referral to home health services is provided.

12) The organization identifies safety risks inherent in its patient population.

Carolina Regional Cancer Center utilizes multiple immobilization devices and has developed numerous policies and procedures to insure the safety and delivery of radiation treatment to all our cancer patients.

A discussion of deficiencies related to any of the foregoing, including complaints, cited by the SCDHEC Bureau of Health Facilities Regulation and/or Bureau of Certification within the past year. The applicant may provide additional information and discuss additional time spans if desired.

There have been no deficiencies or complaints cited by the SC DHEC within the past year.

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PART C—PROGRAMMATIC DOCUMENTS

Provide adequate programmatic documents in support of the various elements of the proposed project. These documents will include as appropriate

(1) An Indigent Care Plan as required by the Board of Health and Environmental Control. It shall address at a minimum, the following:

(a) The existing and proposed admission and treatment policies of the facility or agency with regard to race, sex, creed, national origin, and ability to pay.

(b) The proposed admission and treatment policies of the facility or agency with respect to admission and care of indigent patients including those patients unable to pay at the time of admission and those whose benefits expire while in the care of the facility or agency.

(c) In existing facilities or agencies, provide the amount, in dollars and percent of gross revenues, that the facility or agency provided in indigent care during the past three fiscal years. NOTE: Indigent care does not include bad debt; contractual adjustments; or care which is reimbursed by a governmental program (Medicare, Medicaid, county indigent program), church, or philanthropic organization.

(d) Provide the proposed amount of indigent care the facility or agency projects to provide during the existing fiscal year and next fiscal year. This projection should be expressed in both dollars and a percent of gross revenues.

(e) A discussion of why the above figures are adequate or inadequate for the needs of the community; the need of indigent care within the proposed service area; and any solutions, remedial plans or proposals by the facility or agency to better address the indigent care problem in the service area. Include any initiatives or undertakings the facility or agency has begun to address the indigent care problem in the proposed service area.

(f) Describe any Board or Advisory Board established to implement or control the indigent problem at the facility or agency. Include the Board's functions, responsibilities, and limitations.

As required by the DHEC Board's Indigent Care Policy, CRCC has a written indigent care plan, which is included as Exhibit 32.

(2) A map of sufficiently large scale to be meaningful, indicating the location of the project site and its geographical area.

Exhibit 33 displays a project location map.

(3) A plot plan of the project site showing existing buildings, roads, parking areas, walks, service and entrance courts, existing utilities (electricity, telephone, water, railroads, sewer, gas, etc.) and other natural land features necessary for adequate analysis of site conditions.

Exhibit 34 displays a site plan for the CRCC facility.

(4) A legal description of the project site indicating its physical characteristics and existing easements.

Exhibit 35 is the legal description of the project site.

(5) A square foot program of space and/or equipment elements, and scale drawings describing the existing space and proposed alterations and additions.

Exhibit 36 is a square foot program of the CRCC facility.

Exhibit 37 is a schematic plan of the CRCC facility. A large scale drawing is provided separately.

0031

(6) Evidence that the site will be properly zoned for the proposed project.

Exhibit 38 is a letter that documents the property is appropriately zoned for its current use.

(7) Documentation from appropriate sources that utilities supplied to the site are adequate for the project to include electricity, gas, water, and sewerage.

Exhibit 39 documents that utilities required for the new Lin Acc are available.

(8) Endorsement from the community that the project is desirable. This may include but is not limited to members of the medical community, citizen's groups, and other health and social service disciplines in the community.

Letters of support from the community have been requested. Letters received to-date are included in Volume 2, Exhibit 3 of this application.

(9) Documentation that the proposed project has been approved by the health facility's planning committee and governing body.

Included as Exhibit 40 is the formal approval by Carolina Regional Cancer Center, LLC, Managers.

(10) For the facilities or services not licensed by the Department of Health and Environmental Control, provide documentation of coordination and support from the appropriate licensing agency.

The services of CRCC fall under the jurisdiction of SC DHEC.

PART D—ASSURANCES

The applicant must furnish written assurance of each of the following where applicable:

(1) That the applicant has or will have a fee simple title or such other estate or interest in the site including necessary easements and rights-of-way, sufficient to assure use and possession for the purpose of the construction and operation of the facility.

(2) That approval by the department of the final drawings and specifications, which will be prepared by an architect and/or engineer legally registered under the laws of the State of South Carolina, will be obtained.

(3) That the applicant will submit to the Department for prior approval, changes that substantially alter the scope of work, function, utilities, major items of equipment, safety or cost of the facility during construction.

(4) That the applicant will cause the project to be completed in accordance with the Certificate of Need application.

(5) That the applicant will cause the project to be completed in accordance with approved plans and specifications by maintaining competent and adequate architectural and engineering services throughout the construction administration phase of the project. That, at the completion of the project, the architect of record shall be required to issue a statement that to the best of his knowledge and belief, based upon available records, supplemental documents, and periodic observation of the work, the project was constructed according to those documents approved by the Department.

(6) That the facility will be operated and maintained in accordance with the standards prescribed by law and regulations for the maintenance and operation of such facilities.

(7) That the applicant understands that the Certificate of Need shall become void at the end of the specified time period from the date of issuance unless otherwise extended under Chapter 6 of these regulations.

(8) That the Department or its authorized representatives may at any time during the course of construction and upon the completion of the project make an on-site inspection of the construction and equipment to check for compliance of the construction in accordance with the application for which the Certificate of Need was issued.

(9) That the controlling interest in any health care facility shall not be sold or leased or otherwise disposed of without a Certificate of Need or exemption by the Department being received by the appropriate individual.

(10) That the applicant will notify the Department in writing that the contractual agreement has been completed. For a construction project, the letter shall indicate that a construction contract specifying the beginning and completion dates of the project, has been signed by both parties. For services and projects, the letter should indicate that equipment purchase orders with estimated delivery dates have been properly negotiated.

(11) That the applicant will notify the Department in writing of the date that a new or expanded services has been implemented, completed or terminated.

(12) That the applicant will provide monthly progress reports and a final completion report which contain the information required by Section 607 of these regulations.

CRCC will comply with the requirements set forth herein. The transmittal letter of this application confirms this affirmation.

EXHIBITS

1. Proof of Public Notification of CON Application
2. Certificates of Need held by CRCC
3. E-10-24 and E-10-34 Change of Ownership for CRCC Approval by DHEC
4. General Information regarding CRCC and Radiation Therapy Services, Inc.
5. MIA Appraisal of 252 Myrtle Trace Avenue, Conway, SC
6. Letter from Architect Documenting Costs
7. Quotation and Purchase Order for Varian TrueBeam System
8. Quotation and Purchase Order for Refurbished CT Scanner from CT Enterprises
9. Furniture & Fixture Budget
10. Information Technology Budget
11. Certificate of Existence for CRCC
12. Financial Liabilities of CRCC as of 12/31/2010
13. Lease between CRCC and RSB Conway Medical Properties, LLC
14. Documentation of Existence of RSB Conway Medical Properties, LLC
15. Diagram of Ownership Relationships for CRCC
16. Letters to Area Hospitals Requesting Transfer Agreements
17. Maps of Service Area and of Georgetown, Horry, and Williamsburg Counties
18. SC Population Projections 2009-2019 by SC State Demographer
19. Mix of Procedures and Services by CPT Code
20. Patients by Zip Code for CRCC
21. Population Demographics by County for Service Area
22. Analysis of Travel Time by Zip Code in the Three-County Service Area
23. Analysis of Travel Time by Zip Code in the Conway and Loris Areas
24. Letter Documenting CRCC Project Financing
25. Projection of Revenue and Expenses and Attestation Letter
26. Charge Master for CRCC Lin Acc Services
27. Charge Comparison of CRCC and Georgetown Memorial Hospital
28. Manpower Budget
29. Curriculum Vitas of CRCC Physicians and Medical Physicists
30. CRCC's ACR Accreditation
31. Overview CRCC's QA Program that Complies with ARC Standards
32. Indigent Care Plan
33. Project Location Map
34. CRCC Site Plan
35. Legal Description of the Site
36. Square Foot Program of the CRCC-Conway Building
37. Schematic Plan of CRCC-Conway Building
38. Documentation of Proper Zoning
39. Documentation of Utility Services
40. Documentation of Project Approval

EXHIBIT 1

Proof of Public Notification of CON Application

0035

SUN PUBLISHING COMPANY, INC.

PO BOX 406 • MYRTLE BEACH, SC 29578-0406

Strategic Directions
115 Parkwood Road
Greenwood, SC 29646

March 1, 2011

Newspaper: The Sun News
Ad Number: 1250459
Date(s) of Publication: February 25, 26, 27, 2011

AFFIDAVIT OF PUBLICATION: State of South Carolina
County of Horry

Before me, Pamela J. Browning, a Notary Public personally appeared who, after being duly sworn, deposes and says: That she is publisher of the Sun Publishing Company, Inc., at Myrtle Beach, South Carolina. In the county and state aforesaid: that the above ad(s) was (were) printed and published in said newspaper, on said date(s).

Pamela J. Browning

Sworn to and subscribed before me this 1st day of March 2011

Kimberly U. Glover
Notary Public
South Carolina
My Commission Expires
January 20, 2020

CERTIFICATE OF NEED APPLICATION NOTICE

Within 20 days of this notice, Carolina Regional Cancer Center, LLC will submit a Certificate of Need application to the South Carolina Department of Health & Environmental Control to purchase and install a linear accelerator in a new office at 252 Myrtle Trace Drive in Conway, SC. The project involves renovations/additions to a 2,955 square foot building and the total project cost is approximately $5.2 million including land, building construction costs, a linear accelerator, CT simulator, moveable equipment and other costs. For additional information contact Patricia Price, Admin.

Continued in next column

Continued from previous

istrator, Carolina Regional Cancer Center, 4208 Oleander Drive, Myrtle Beach, SC 29577.

1250459

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EXHIBIT 2

Certificates of Need held by CRCC

0037

South Carolina Department of Health and Environmental Control

CERTIFICATE OF NEED

This Certificate of Need, No. SC-07-29 is issued to Carolina Regional Cancer Center, P.A.,Licensee; Myrtle Beach, South Carolina; Dr. Steve Bass, Agent, for the expansion of existing megavoltage therapy services to include the purchase and installation of a TomoTherapy HI-ART System linear accelerator. This Certificate is being issued in accordance with the Code of Laws of South Carolina.

In determining the need for this project, the South Carolina Department of Health and Environmental Control has taken into consideration the "Criteria for Project Review" and the State Health Plan.

This Certificate of Need is valid for a period of six (6) months from the date of issuance unless the applicant receives an extension of this Certificate from the Department in accordance with regulations of the Department.

In Witness whereof we have hereunto set our hands and the seal of the Department of Health and Environmental Control this the 18th day of July 2007.

Albert N. Whiteside JCA

Director, Division of Planning and Certification of Need

Jael C. Greene

Director, Bureau of Health Facilities and Services Development

Pamela M Dukes

Deputy Commissioner, Health Regulation

0038

D H E C

PROMOTE PROTECT PROSPER

C. Earl Hunter, Commissioner

September 30, 2008

Re: SC-07-29
Carolina Regional Cancer Center, Inc.
Myrtle Beach, South Carolina

J. Collins Wakefield, CPA
Chief Financial Officer
Carolina Regional Cancer Center
4708 Oleander Drive
Myrtle Beach, SC 29577

Dear Mr. Wakefield:

This is to inform you that the Department has received your letter dated August 14, 2008, that documents the above referenced project is complete. After review of all submitted information regarding this project, the Department has determined all requirements for the project have been fulfilled. The project is now closed.

Should you have any questions please contact me at (803) 545-4200.

Sincerely,

Victoria R Tibshrany

Victoria R. Tibshrany
Bureau of Health Facilities and Services Development

0039

South Carolina Department of Health and Environmental Control

CERTIFICATE OF NEED

This Certificate of Need is issued to: R. Steven Bass, M.D., P.A., Licensee; R. Steven Bass, M.D., P.A., d/b/a Myrtle Beach Radiation Therapy Center, Myrtle Beach, South Carolina; Batson L. Hewitt, Agent; Purchase of Myrtle Beach Radiation Therapy Center, G.P. (to include two linear accelerators) by R. Steven Bass, M.D., P.A.

For Certificate No. SC-94-31 in accordance with the Code of Laws of South Carolina.

In determining the need for this project, the South Carolina Department of Health and Environmental Control has taken into consideration the "Criteria for Project Review" and the State Medical Facilities Plan.

This Certificate of Need is valid for a period of six months from the date of issuance unless the applicant receives an extension of this Certificate from the Department in accordance with regulations of the Department.

In Witness Whereof we have hereunto set our hands and the seal of the Department of Health and Environmental Control this the 8th day of July, 1994

000137

Director, Division of Planning and Certification of Need

Director, Bureau of Health Facilities and Services Development

Deputy Commissioner, Health Regulation

0040

EXHIBIT 3

E-10-24 and E-10-34 Change of Ownership for CRCC Approval by DHEC

0041

BOARD:
Paul C. Aughtry, III
Chairman
Edwin H. Cooper, III
Vice Chairman
Steven G. Kisner
Secretary

D H E C

PROMOTE PROTECT PREVENT

C. Earl Hunter, Commissioner

BOARD:
Henry C. Scott
M. David Mitchell, MD
Glenn A. McCall
Coleman F. Buckhouse, MD

Promoting and protecting the health of the public and the environment

Certified Mail

91 7108 2133 3935 6156 4757

April 29, 2010

Re: E-10-24
Change in ownership of the existing facility, Carolina Regional Cancer Center, an existing freestanding radiation therapy center, by purchase of 100% of the outstanding and issued shares of stock; upon completion of this transaction, 21st Century Oncology of South Carolina, LLC, a wholly owned subsidiary of Radiation Therapy Services, Inc., will own 100% of the outstanding and issued shares of stock in Carolina Regional Cancer Center; the existing licensee, Carolina Regional Cancer Center, P.A, will change to Carolina Regional Cancer Center, Inc. upon completion of this transaction
Carolina Regional Cancer Center, Inc.
Myrtle Beach, South Carolina

J. Marshall Allen, Esquire
Buist Moore Smythe McGee P.A
PO Box 999
Charleston, South Carolina 29402

Dear Mr. Allen:

Based upon the information contained in your correspondence dated April 20, 2010, April 22, 2010, April 23, 2010 and April 26, 2010 the above referenced project does not require Certificate of Need Review because it is the acquisition or change in controlling interest of health care facility or entity owning a health care facility directly or indirectly by purchase, lease, gift, donation, sale of stock, or comparable arrangement because the acquisition of or change in ownership or controlling interest does not result in an increase in cost to the facility or increase in government sponsored reimbursement. Therefore, the project is exempted from review as stated in Title 44, Chapter 7, Section 44-7-160 of The South Carolina Code of Laws. However, if this proposal should change from the information presented to the Department, this determination is no longer valid.

This determination does not constitute approval for any proposed construction, licensing or certification changes. You should contact the following individuals for information concerning any remaining components: Division of Health Facilities Construction, Mr. Kevin Ridenour, (803) 545-4214; Division of Health Licensing, Mr. Dennis Gibbs, (803) 545-4370; Bureau of Certification, Ms. Sara Granger, (803) 545-4282.

This exemption is valid for six (6) months from the date of this letter. If this project is not implemented within this time period, you will be required to apply to the Department for another determination. Please notify me in writing when the project is implemented by forwarding a copy of the purchase agreements. Should you have any questions regarding the above information, please contact me at (803) 545-4200.

Sincerely,

Sallie C. Harrell

Sarah "Sallie" C. Harrell, MHA
Bureau of Health Facilities and Services Development

Cc: Sara Granger, DHEC Bureau of Certification
Shara Merritt, DHEC Division of Health Licensing

0042

BOARD:
Paul C. Aughtry, III
Chairman
Edwin H. Cooper, III
Vice Chairman
Sven G. Kisner
Secretary

D H E C
PROMOTE PROTECT PROSPER
C. Earl Hunter, Commissioner
Promoting and protecting the health of the public and the environment

BOARD:
Henry C. Scott
M. David Mitchell, MD
Glenn A. McCall
Coleman F. Buckhouse, MD

Certified Mail

91 7108 2133 3935 6156 4887

June 4, 2010

Re: E-10-34
Two part transaction to include the following: (i) Conversion of ownership of Carolina Regional Cancer Center, Inc., a general corporation, to Carolina Regional Cancer Center, LLC, a limited liability company; 21st Century Oncology of South Carolina, LLC ("21st Century") owns 100% of Carolina Regional Cancer Center Inc.; upon completion of the conversion 21st Century will own 100% of Carolina Regional Cancer Center, LLC; upon completion of the conversion the real property will continue to be owned by R. Steven Bass; the new licensee is Carolina Regional Cancer Center, LLC; (ii) Internal reorganization of Carolina Regional Cancer Center, LLC; 21st Century owns 100% of Carolina Regional Cancer Center and 21st Century owns 100% Atlantic Urology Clinics, LLC ("AUC"); 21st Century will contribute its 100% ownership in Carolina Regional Cancer Center to AUC; upon completion of the internal reorganization 21st Century will own 100% of AUC and AUC will own 100% of Carolina Regional Cancer Center, LLC; upon completion of the internal reorganization the real property will continue to be owned by R. Steven Bass; the licensee, Carolina Regional Cancer Center, LLC, will not change as a result of the internal reorganization
Carolina Regional Cancer Center, LLC
Myrtle Beach, South Carolina

J. Marshall Allen, Esquire
Buist Moore Smythe McGee P.A
PO Box 999
Charleston, South Carolina 29402

Dear Mr. Allen:

Based upon the information contained in your correspondence received June 2, 2010 and June 3, 2010 the above referenced project does not require Certificate of Need Review because it is the acquisition or change in controlling interest of health care facility or entity owning a health care facility directly or indirectly by purchase, lease, gift, donation, sale of stock, or comparable arrangement because the acquisition of or change in ownership or controlling interest does not result in an increase in cost to the facility or increase in government sponsored reimbursement. Therefore, the project is exempted from review as stated in Title 44, Chapter 7, Section 44-7-160 of The South Carolina Code of Laws. However, if this proposal should change from the information presented to the Department, this determination is no longer valid.

This determination does not constitute approval for any proposed construction, licensing or certification changes. You should contact the following individuals for information concerning any remaining components: Division of Health Facilities Construction, Mr. Kevin Richenour, (803) 545-4663; Division of Health Licensing, Mr. Dennis Gibbs, (803) 545-4370; Bureau of Certification, Ms. Karen Price, (803) 545-4205.

This exemption is valid for six (6) months from the date of this letter. If this project is not implemented within this time period, you will be required to apply to the Department for another determination. Please notify me in writing when the project is implemented by forwarding a copy of the purchase agreements. Should you have any questions regarding the above information, please contact me at (803) 545-4200.

Sincerely,

Sallie C. Harrell

Sarah "Sallie" C. Harrell, MHA
Bureau of Health Facilities and Services Development

Cc: Sara Granger, Certification
Shara Merritt, Licensing

0043

EXHIBIT 4

General Information regarding CRCC and Radiation Therapy Services, Inc.

0044

Carolina Regional Cancer Center

0045

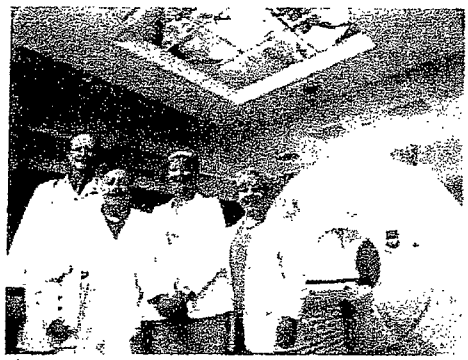
CAROLINA REGIONAL CANCER CENTER ANNOUNCES PILOT PROGRAM FOR ADAPTIVE TREATMENT PLANNING TO FURTHER EXPAND THE BENEFITS OF ITS TOMOTHERAPY HI•ART TREATMENT SYSTEM

Carolina Regional Cancer Center (CRCC), an affiliate of MUSC Hollings Cancer Center, has initiated a Pilot Program to study the benefits of Adaptive Treatment Planning utilizing the TomoTherapy® Hi•Art® Treatment System, one of the most effective forms of radiation treatment available. Adaptive tr... [read more]

CAROLINA REGIONAL CANCER CENTER WELCOMES NEWS AS AFFILIATE, MUSC HOLLINGS CANCER CENTER, RECEIVES PRESTIGIOUS DESIGNATION BY NATIONAL CANCER INSTITUTE

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Why Carolina Regional Cancer Center?



Why CRCC

About CRCC

Why Radiation

News

Contact Us

Location & Hours

Get more information

0046

Name Email Phone Message

submit

CRCC, accredited by the American College of Radiology (ACR), focuses on having a caring, experienced staff, state-of-the-art technology and maintaining the highest level of quality patient care.

Quality Care

Quality of care involves state of the art treatment, technology and highly qualified personnel. CRCC has a range of state of the art treatment technology to provide superficial, electrons, 2D, 3D, and IGRT treatments. The facility employs four full-time, board-certified radiation oncologists who provide patients with the same level of care provided at the finest university hospitals in the nation. They direct all aspects of patient care, with the entire 38-member CRCC team playing a vital role in treatment. Carolina Regional Cancer Center has attracted a highly qualified staff, ranging from its physicians, physicists, nurses and technical staff to office management.

"In our view, 'quality of care' is highly dependent on having the appropriate people in the right numbers," observes Dr. Bass. "Carolina Regional Cancer Center exceeds national guidelines for staff per task to be performed and staff per number of patients. This allows us to be certain our treatments are carried out with the highest possible degree of precision, which is the primary key to success in radiation treatment. It also creates a relaxed, comfortable and courteous environment for each patient."

Caring

The CRCC team has helped countless patients and their families who are dealing with this disease. But they understand treating cancer is more than expertise and technology - it is also true care and compassion. Everyone who walks into the facility is treated like family because they become like family.

877-460-2657 - Toll Free

843-449-9415 - Local

Carolina Regional Cancer Center

4708 Oleander Drive Myrtle Beach, SC 29577 USA

CAROLINA REGIONAL CANCER CENTER

ACR AMERICAN COLLEGE OF RADIOLOGY ACCREDITED FACILITY

0047

EXPAND THE BENEFITS OF ITS TOMOTHERAPY HI•ART TREATMENT SYSTEM

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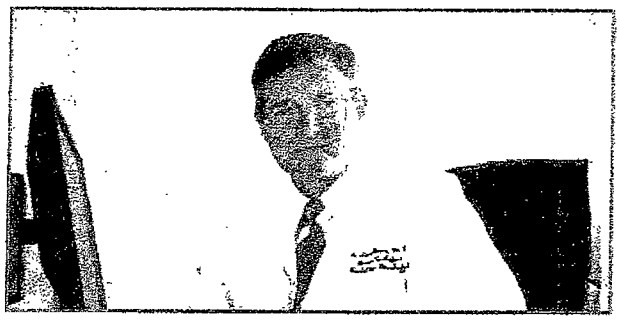
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Carolina Regional Cancer Center Physicians

See Our Support Staff

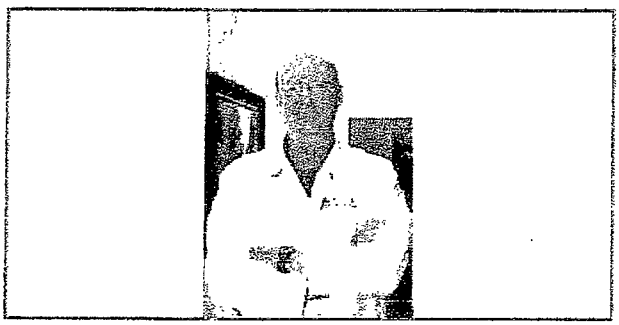
Remarkable Physicians Bring Patients Hope!



R. Steve Bass, M.D.

Medical Director

- **Special interests: prostate cancer, gynecological cancer**



0048

Todd E. Williams, M.D

Doctor of Medicine

- **Special interests: lung, head/neck and esophageal cancers**



Paul G. Goetowski, M.D.

Doctor of Medicine

- **Special interests: lung, breast and prostate cancer**



Stephen F. Andrews, DO

Doctor of Osteopathic Medicine

- **Special interests: in soft tissue sarcomas, skin cancer, prostate and breast cancer**

877-460-2657 - Toll Free

843-449-9415 - Local

Carolina Regional Cancer Center

4708 Oleander Drive Myrtle Beach, SC 29577 USA

0049

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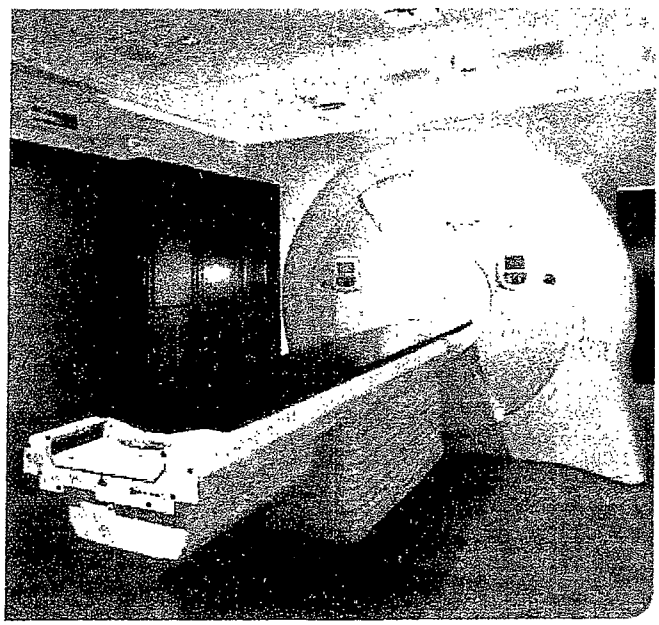
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Carolina Regional Cancer Center - offering the latest advancement in radiation therapy

CRCC is proud to be the region's only radiation oncology facility to offer the latest advancement in radiation therapy, the TomoTherapy® Hi-Art® treatment system.

- Learn More about TomoTherapy



Carolina Regional Cancer Center in Myrtle Beach

If you are facing the difficulties and concerns associated with cancer, Carolina Regional Cancer Center is here to serve as an ally in your battle against this disease. We have been providing cancer care for more than 29 years.

0050

Our patients are provided with state-of-the-art radiation treatment such as Intensity-Modulated Radiation Therapy (IMRT), Image-Guided Radiation Therapy (IGRT) and the latest in radiation technology, TomoTherapy. These methods of treatment allow greater precision and safety in the treatment of your cancer.

We have aided thousands in their fight against cancer. Let us help in your battle.
Treating Cancer. Healing People.

CRCC TomoTherapy Patient Testimonial

Upon completion of the TomoTherapy® Hi-Art® treatment wing of Carolina Regional Cancer Center (CRCC) in July 2008, cancer patients in the Grand Strand area gained a highly effective and state-of-the-art ally to help them in their battles against cancer.

More than a year later, the TomoTherapy unit at CRCC has treated hundreds of patients and helped to improve the quality of life for those dealing with many forms of cancer that include prostate, colorectal, head and neck, lung, brain tumors and various other types.

Read More

Cancer Survivors

- Jackie Redding
- Treated May 2, 2001

Jackie Redding with the support of her sister chose CRCC for her treatment after extensive research. Jackie's sister knew that treating her husband... find out more

Hope That Grows

A symbol of hope for our cancer patients was unveiled at the CRCC's inaugural Cancer Survivor Day in June 2004. The aluminum-sculpted Lowcountry oak tree was named "Hope That Grows."

Cancer Radiation Therapy - What Is Radiation Therapy?

Cancer is a disease that causes cells to grow abnormally and out of control. In radiation therapy, high-energy X-rays are directed at a person's body to kill cancer cells and keep them from growing and multiplying. Most people have been... [read more]

877-460-2657 - Toll Free

843-449-9415 - Local

Carolina Regional Cancer Center

4708 Oleander Drive Myrtle Beach, SC 29577 USA

0051

EXPAND THE BENEFITS OF ITS TOMOTHERAPY HI•ART TREATMENT SYSTEM

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- Home ::
- Cancer Info

Cancer Information

Understanding cancer symptoms, diagnosis and treatment options are crucial in winning the fight against cancer. The doctors at CRCC have written these helpful resources, discussing some common cancers and giving an overview for diagnosis, treatment and side effects associated with each cancer type.

Please visit our resources page for additional support.

Cancer Types

Brain Tumors

Breast Cancer

Cervix Cancer

Colon & Rectal Cancer

Head & Neck Cancers

Lung Cancer

Prostate Cancer

Get more information

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What you need to know about becoming a patient

Get more information
Name Email Phone

Message submit

Our focus is on you and making sure that your treatment is a success and this includes focusing on the details and logistics of becoming a patient. From working with your insurance company to make sure the financial end of things runs smoothly to arranging transportation if needed. When you become a patient at Carolina Regional Cancer Center the goal is getting you treatment and adding life to your years.

If you or a loved one is considering treatment at CRCC, the easiest way to learn about becoming a patient is to call our office and talk with our staff. From this initial call we will determine when to bring you in for a consultation visit with our caring medical team.

How to Make an Appointment

To make an appointment, please call CRCC at (843)449-9415647-2811, from 8 a.m. to 5 p.m., Monday through Friday. We will review with you the documents and information needed for your first visit.

Subsequent visits

After your initial visit, the nature of your follow-up care is determined by the course of treatment that is being prescribed to you. Radiation therapy is unique to the needs of the patient.

0053

Hours of Operation

Regular office hours are from 8:00 a.m. until 5:00 p.m. Monday through Friday. Hours are extended for patients under treatment. Physicians are on call after hours and may be contacted through the answering service.

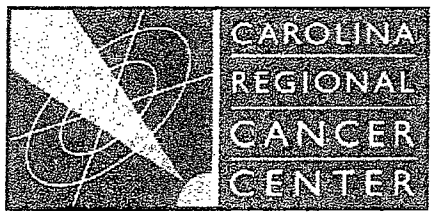
We have emergency coverage for weekends and holidays.

877-460-2657 - Toll Free

843-449-9415 - Local

Carolina Regional Cancer Center

4708 Oleander Drive Myrtle Beach, SC 29577 USA

- 

- 

- 

- Home
- Why CRCC
- Our Team
- What To Expect
- Becoming A Patient
- Clinical Trials
- Cancer Info
- Blog
- Cancer Retreat
- Site Map
- Privacy Policy
- Admin

0054

Radiation Therapy Services, Inc.

21st Century Oncology

0055

CANCER INFORMATION

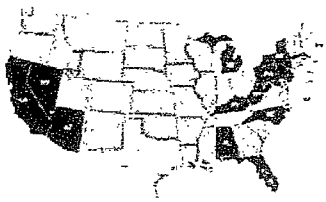
Learn more about the types of cancer, treatment options and more.

Select from list:

Specific Cancer Information

FIND A LOCATION

Click the map to find the center closest to you.



FEATURED THERAPIES



21st Century Oncology introduces TomoTherapy, one of the newest, most effective radiation therapies anywhere.
Read More →



Our Mission

We are committed to providing premier, quality, cost-effective radiation therapy services that are responsive to the needs of our patients through continuous improvement and innovation.

Ours is a commitment to clinical and scientific excellence in a caring environment.

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0056

About 21st Century Oncology

Introduction

Technology

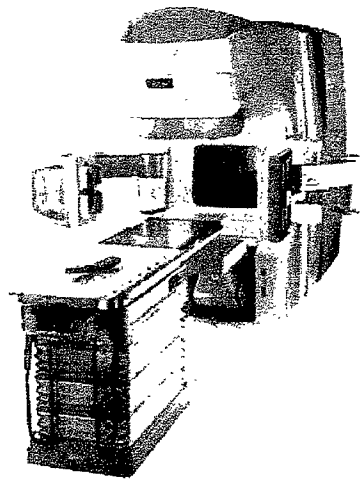
Patient Care

21st Century Oncology Company Information

TECHNOLOGY

Specialized Technology and Patient-Centered Environment

Centers offer sophisticated technology within comfortable surroundings. This environment is highly conducive to the patient's comfort and recovery.



Specific equipment varies from Center to Center and includes linear accelerators for treatment of deepseated tumors, head/neck tumors, breast tumors, skin and surface tumors. Brachytherapy for treatment directly into affected areas, seed implantation for prostate cancer, and strontium-89 for metastatic bone pain are offered as well.

Other equipment includes treatment planning simulators and a computer system specially designed for treatment planning and verification.

Courtesy transportation, wheelchair and stretcher service are available for patients in need.

Cost Containment And Sound Business Management

It is the policy of 21st Century Oncology to offer quality care within a competitive cost structure.

In addition, the centers offer global billing that includes professional and technical charges within one comprehensive billing process.

Fees and payment structures are discussed with patients following the initial consultation. Financial counseling and flexible payment plans are available as needed once a course of treatment has been decided upon.
An Additional Note on Research

Ongoing clinical research is leading toward more effective cancer treatments and 21st Century Oncology is committed to participating in that research.

The centers' primary affiliation is with the Radiation Therapy Oncology Group, headquartered in Philadelphia and affiliated with a number of major universities.

This organization, with funding from the National Cancer Institute, addresses such questions as how to determine the best dosage and forms of radiation therapy as well as how best to combine radiation therapy with other treatment modalities. The Centers are also affiliated with the Southwest Oncology Group and the National Surgical Adjuvant Breast and Bowel Program.

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QUICK LINKS: Find a Location | Patient Information | Meet Our Physicians | Technology & Treatments

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The Center's Quality Assurance Committee is comprised of staff members from all departments. Committee members meet on a monthly basis to discuss process and service issues and to make recommendations on improvements.

0058

About 21st Century Oncology

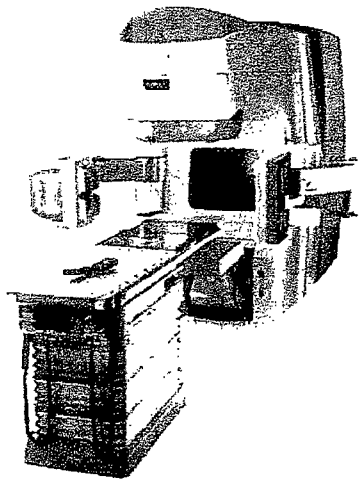
Introduction

Technology

Patient Care

21st Century Oncology Company Information

INTRODUCTION



21st Century Oncology, Inc. is a leading developer and operator of radiation therapy centers. These centers, which are freestanding and hospital-based, provide a full spectrum of radiation therapy services to cancer patients. In its over 20 years of operation, 21st Century Oncology has developed an operating model which enables its centers to deliver high quality, cost effective patient care. Currently, 21st Century Oncology operates 98 centers clustered into regional networks in Alabama, Arizona, California, Delaware, Florida, Kentucky, Massachusetts, Maryland, Michigan, New Jersey, New York, Nevada, North Carolina, Rhode Island, and West Virginia.

21st Century Oncology believes its centers are differentiated from competitors by their high standard of quality patient care and service, their ability to provide a full spectrum of advanced treatments and their efficient operations. Additionally, 21st Century Oncology's senior radiation oncologists are nationally recognized for excellence and leadership in the field of radiation oncology. For example, one of the oncologists is a past President of the American College of Radiation Oncology. These attributes have enabled 21st Century Oncology to increase its referrals from physicians, as well as to continue to recruit highly regarded radiation oncologists. This allows further expansion of 21st Century Oncology's regional networks of radiation therapy centers.

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0059

About 21st Century Oncology

Introduction

Technology

Patient Care

21st Century Oncology Company Information

PATIENT CARE

Quality Care And Outstanding Staff



Each Center operates under the direction of a board certified radiation oncologist. Cross coverage is provided among Centers, so that patients always have access to a center physician.

Clinical support staff must meet stringent standards for technical skills, and be certified in their fields. Of equal importance, though, is that they are aware of the special needs of the cancer patient, and perform their therapeutic role in a sensitive and caring manner.

An individualized program of care, including simulation, treatment planning and appropriate blocking, is developed for each patient. Treatment includes regular visits with the radiation oncologist and physician assistant or nurse to monitor vital signs and patient progress.

Staff at the Centers monitor each patient's physical and emotional condition, noting changes during treatment, reporting these changes to physicians who recommend appropriate intervention. This includes individual and/or family counseling, educational programs and nutritional services offered by a registered dietician. Communication with Referring Physicians

It is the philosophy of 21st Century Oncology that patients must continue their care under the supervision of the primary care and/or referring physicians.

Center physicians are in frequent communication with other physicians involved in the patient's care. This begins with the initial patient consultation and continues as requested throughout the course of treatment. If the patient's condition suggests a need for nutritional or psychological counseling, the referring physician is consulted prior to the referral.

At the completion of treatment, the radiation oncologist forwards a summary report to the referring physician and other concerned physicians. Follow-up appointments are scheduled to monitor patient response to treatment and to make sure that no further intervention is needed.

Continuous Quality Improvement

Quality improvement in the 21st Century Oncology centers is an ongoing program designed to verify optimal appropriate patient care based upon objective standards. Such standards have been published by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); supplemented by specific standards for radiation oncology developed by the American College of Radiology (ACR), American Society for Therapeutic Radiology and Oncology (ASTRO) and other applicable guidelines.

The intent of Continuous Quality Improvement is educational as well as process-oriented. Efforts are designed to enhance the capabilities of medical and clinical staff as well as to improve service offered to the patient and concerned physicians.

0060

QUICK LINKS: Find a Location | Patient Information | Meet Our Physicians | Technology & Treatments

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Patient participation in research is completely voluntary and may be discontinued at any time. Eligible patients are never included without full disclosure and voluntary approval.

0061

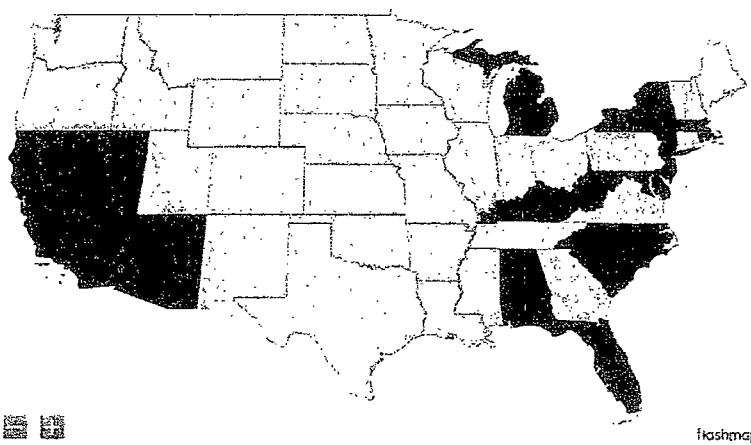
FIND A LOCATION
In over 20 years of service, 21st Century Oncology has grown to include more than 84 centers clustered into regional networks across the United States.

BY STATE
Select from list

BY MAP - Click on your state

Instructions regarding the use of the map:

- Clicking on a state will zoom you into the state level.
- Plus/Minus icon can be used for zooming.
- Mouse scroll wheel can be used for zooming.
- Mouse click and drag the map for positioning.



Mashmaps

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0062

TREATMENTS & TECHNOLOGY

21st Century Oncology's commitment to the care of our patients is evident in the comprehensive variety of treatments that we provide. We invest vast amounts of resources so we can bring the most current, leading edge treatments and therapies to as many people as possible.

THERAPIES

- Radiation Therapy
- Intensity Modulated Radiation Therapy
- Image Guided Radiation Therapy (IGRT)
- TomoTherapy
- Prostate Seed Implants (Brachytherapy)
- Clinical Research
- Nutrition

FEATURED THERAPIES (Click Items Below To Learn More)



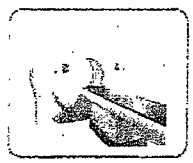
Radiation Therapy



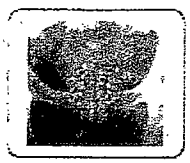
Intensity Modulated Radiation Therapy (IMRT)



Image Guided Radiation Therapy (IGRT)



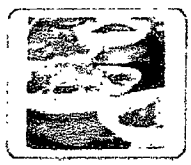
TomoTherapy



Prostate Seed Implants (Brachytherapy)



Clinical Research



Nutrition

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0063

EXHIBIT 5

MIA Appraisal of
252 Myrtle Trace Drive
Conway, SC

0064

APPRAISAL OF
RADIATION ONCOLOGY CENTER
252 MYRTLE TRACE DRIVE
CONWAY, SOUTH CAROLINA, 29526

PREPARED FOR:
Richard Kilfoyle
Radiation Therapy Services, Inc.
2234 Colonial Boulevard
Fort Myers , Florida 33907

Effective Date of the Analysis:
September 10, 2010

INTEGRA REALTY RESOURCES – SARASOTA, LLC
5664 Marquesas Circle
Sarasota, Florida 34233
(941) 923-8588

File Number: 157-2010-0057

INTEGRA Realty Resources
SARASOTA
Local Expertise...Nationally

September 27, 2010

Richard Kilfoyle
Radiation Therapy Services, Inc.
2234 Colonial Boulevard
Fort Myers, Florida 33907

Subject: 252 Myrtle Trace Dr., Conway, SC, 29526

Dear Mr. Kilfoyle:

Pursuant to your request, we have conducted a market value appraisal of the above referenced location. This analysis and determination was made within the context of the scope of this engagement, based on the definitions included in this report. This analysis was conducted in recognition of the Uniform Standards of Professional Appraisal.

This appraisal is presented in a summary format. Any additional data relied on has been retained in our files and is available for inspection upon request. We appreciate the opportunity to be of service in the completion of this analysis.

Sincerely,

Craig L. Smith, MAI
South Carolina Certified General Appraiser 2010187 – Temporary Practice Permit
National Practice Leader Senior Housing and Health Care

IRR

5664 Marquesas Circle • Sarasota, FL 34233
Phone: 941-923-8588 • Fax: 923-8893

CERTIFICATION OF VALUATION

Based on the analysis which follows, the current (as is) market value opinion of the leased fee interest in the subject property, under market conditions observed through September 10, 2010, is:

Six Hundred Eighty Thousand Dollars ($680,000)

EXTRAORDINARY ASSUMPTION

- That the terms and conditions detailed in the unsigned lease are consistent with the fully executed lease for this property.
- We assume that the deferred maintenance observed upon inspection have been fully cured and have not deducted any cost to cure from our value estimate.

The undersigned appraiser further certifies that to the best of their knowledge and belief:

- the statements of fact contained in this report are true and correct.
- Craig L. Smith, MAI, did not conduct and inspection of this property as agreed in the Scope of Work. Joseph B. Rosen, MAI, conducted an interior and exterior inspection of the property on September 8, 2010.
- use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- the appraisal analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformance with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- we have provided consulting services in connection with this property within the past three years.
- no other party provided significant real property appraisal, personal property appraisal, or business valuation assistance to the persons signing this report.
- all conclusions and opinions set forth in this report are the sole opinions of the signing appraisers unless otherwise specified.
- engagement in this appraisal assignment was not contingent upon developing or reporting predetermined results.
- the appraiser has met the competency provisions as established within the USPAP of the Appraisal Foundation.

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs who meet the minimum standards of this program are awarded periodic educational certification. As of the date of this report, Craig L. Smith, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

Craig L. Smith, MAI
South Carolina Certified General Appraiser 2010187 – Temporary Practice Permit
National Practice Leader Senior Housing and Health Care

Joseph B. Rosen, MAI
South Carolina Certified General Appraiser #CG177

Radiation Oncology Center, Conway, South Carolina
Job # 157-2010-0057

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SCOPE OF WORK

The scope of work defines and describes the type and extent of research and analysis relied on in an assignment. The scope of work is established at the commencement of an engagement and reflects the agreement between the Client and Analyst/Appraiser, and is embodied in the engagement request. The scope of work identifies the problem to be solved, the level of research and analysis required, the opinions or conclusions to be reached and the level of disclosure to be included in the document or report presenting the results.

It is noted that should unanticipated information be discovered during the course of the assignment, the scope of work may be modified.

If the scope of work requires the assignment to comply with Uniform Standards of Professional Appraisal Practice (USPAP), the problem identification must address, as a minimum:

- client and intended users
- intended use of the results
- type and definition of value (if applicable)
- effective date of conclusions
- subject of the assignment, including relevant characteristics
- assignment conditions

GENERAL INFORMATION

The subject is an existing specialty medical office and cancer treatment center currently vacant, to be leased by the Carolina Regional Cancer Center practice, recently acquired by 21st Century Oncology. The subject property has a site address of 252 Myrtle Trace Dr., Conway, South Carolina. The property is located adjacent to the Conway Medical Center. The building is identified by Horry County MBP/Account Number 151-27-03-129.

The **purpose** of this report is to estimate, with the highest degree of accuracy possible, the defined market value of the leasehold interest in the real property. The **intended use** of this report is to assist in internal decision and reporting for the subject property. The results of this analysis are presented in a summary report format as defined by the current edition of USPAP.

The **client** for this assignment is Radiation Therapy Services, Inc. **Intended users** of this report include Radiation Therapy Services, Inc. and others with permission of the Client.

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DEFINITION OF MARKET VALUE

Market Value – The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;
(2) both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) a reasonable time is allowed for exposure in the open market;
(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale[1]

OTHER DEFINITIONS

The reader is referred to the list of definitions in the Addendum for definitions of other specialized appraisal terminology used in this report.

PERTINENT DATES

The effective date of this analysis is September 10, 2010. Preparation of the written report was completed on September 27, 2010.

INSPECTION

Joseph B. Rosen, MAI State Certified General Appraiser conducted an interior and exterior inspection of the property on September 8, 2010. As agreed in the Scope of Work, Craig L. Smith, MAI, did not inspect this property.

APPRAISAL & REPORT TYPE

Guidelines that took effect July 1, 1994, allow appraisers to present appraisals in a variety of presentation formats. These new regulations allow three different report types with varying degrees of detail. Reports which present the results of an appraisal can be reported in restricted, summary and self-contained formats. Restricted reports are very brief, stating only the major conclusions without discussion of the data considered and the analyses conducted. Summary

[1] *Federal Register, 12 CFR Part 34, Subpart C, 34.42(f), August 24, 1990.*

reports are more detailed, containing summary discussions of the data considered and the analyses developed. Self-contained reports include all pertinent data considered and all analyses developed in arriving at the conclusion of value.

This appraisal is intended to comply with the requirements for a **summary** format.

COMPLIANCE

We have developed this appraisal in compliance with:

- The requirements of the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Foundation

COMPETENCY

With 54 offices nationwide, Integra Realty Resources is America's largest commercial valuation and counseling firm. Craig Smith, MAI, is a Practice Leader with the National Senior Housing and Health Care Specialty Practice of Integra Realty Resources. Mr. Smith has conducted over 3,500 senior housing and healthcare assignments. In 2003-2008, the National Specialty Practice completed in excess of 4,500 assignments related to seniors housing and health care properties. Assignments have been completed in 48 states, the District of Columbia, and Canada. The firm maintains an extensive library of seniors housing and health care industry publications, and the firm and its staff have the knowledge, experience, and resources necessary to evaluate seniors housing and health care properties of all types.

INFORMATION RELIED ON IN THE APPRAISAL

We have relied upon the following documents for factual information pertaining to the subject:

- Information regarding the subject property was obtained from the Horry County Property Appraiser, and discussions with management.
- Lease agreement dated August 1, 2010 (unsigned).
- Building Plan by James Bean, Architect.

CONTRACTUAL LIMITATIONS ON USE AND RESPONSIBILITY

- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- We are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

- Neither all nor any part of the contents of this report shall be disseminated to the public through advertising, public relations, news, sales, or other media without our prior written consent and approval.

EXTRAORDINARY ASSUMPTION

- That the terms and conditions detailed in the unsigned lease are consistent with the fully executed lease for this property.

- We assume that the deferred maintenance observed upon inspection have been fully cured and have not deducted any cost to cure from our value estimate.

PROPERTY DESCRIPTION

The subject building located at 252 Myrtle Trace Drive in Conway, South Carolina contains 2,955 square feet of rentable area. The building has specialty build out with a radiation therapy vault and a shielded area for a CT simulator. The building is identified by the Horry County Tax MBP/Account Number 151-27-03-129. We have provided a summary of the construction details below.

CONSTRUCTION DETAILS

Construction Type	Medical Office
Gross Building Area	2,955 square feet
Subject's Net Rentable Area	2,955 square feet
Year Built	2006
Effective Age	4 years
Total Economic Life	50 Years
Remaining Economic Life	46 Years
Exterior Construction	
Foundation	Slab on grade
Framing	Steel columns
Exterior walls	Masonry
Roof structure	Wood sheathing over wooden joists
Roof cover	Shingle
Doors	Steel/Glass self-actuating
Windows	Insulated in fixed aluminum frame
Interior Finish	
Walls	Painted drywall/high quality trim and wall covering
Ceilings	Painted drywall/high quality fixtures and finish
Flooring	Tile with carpet
Room finishes	Built-in cabinets in exam and treatment areas. Sinks in exam rooms.
Building Systems	
Life Safety	fire/smoke detectors
Electrical	Assumed to code
Plumbing	Assumed to code
Mechanical	Zoned HVAC
Specialty Areas	One Treatment Vault and shielded area for CT simulator
Furniture, Fixtures & Equipment	None

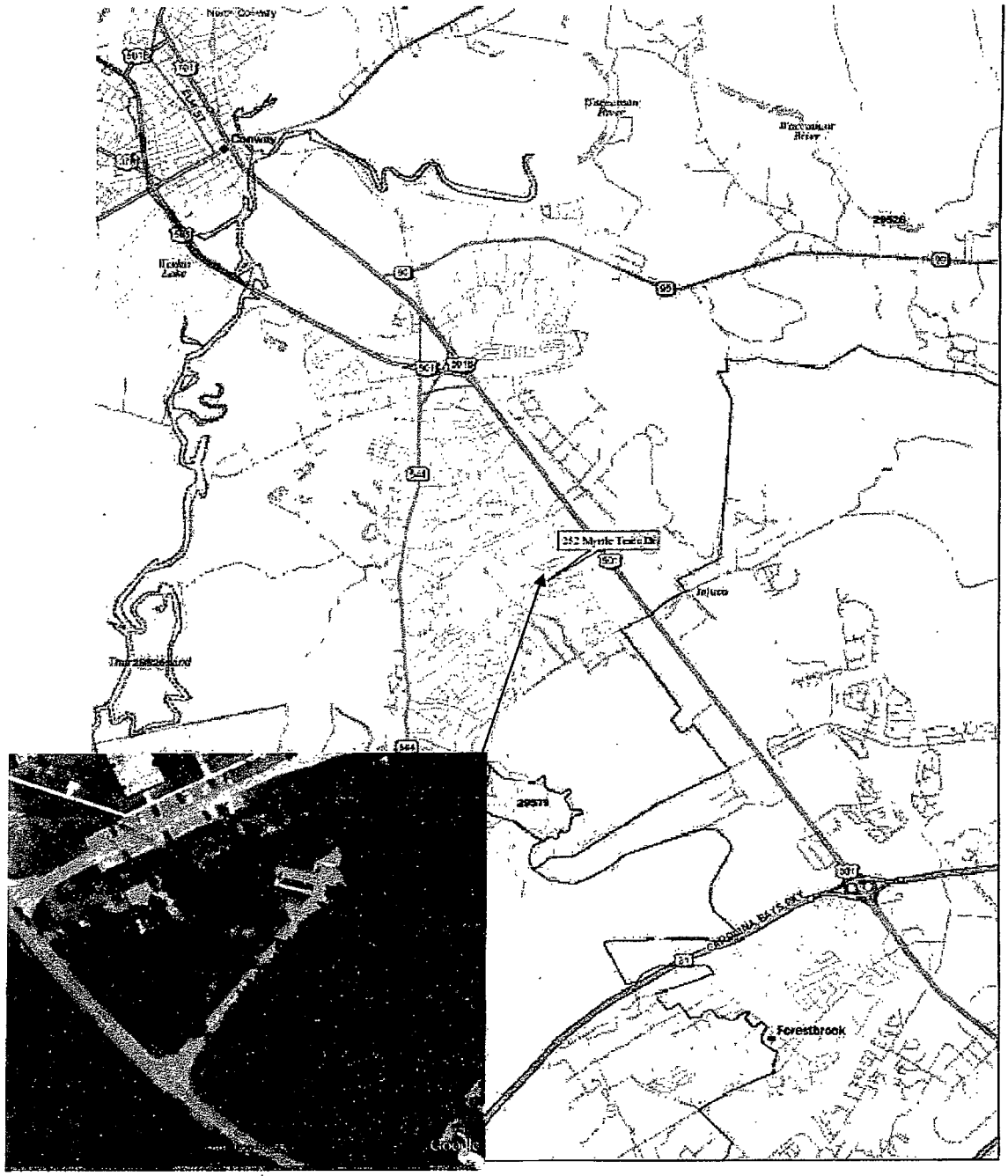
Other Improvements	
Landscaping	Typical for area
Signage	Adequate
Parking	Adequate

Inspection of the property indicated it has minor deferred maintenance issues which will be assumed to be cured prior to occupancy. We have made no deduction for these items in our valuation.

HIGHEST AND BEST USE

The highest and best use of this property is as a specialty oncology center in support of an Oncology Practice. This is in recognition of the location and specialty build-out.

LOCATION MAP



INCOME APPROACH

The building is to be 100% leased and occupied by a single tenant pursuant to a long-term master lease. The building rent increases annually by the CPI. Therefore, direct capitalization is an appropriate methodology to develop a current value opinion in the present assignment. This section describes our analysis and estimate of subject's revenue potential, and operating expenses as well as the capitalization rate selection process. The section concludes with application of the direct capitalization method, resulting in an indication of current market value for the subject property.

Scope of work in this section includes the research and analysis of occupancy, revenue and expenses, and overall rates. Data considered includes operating and financial data for the subject supplied by management as well as similar data for comparable properties. This comparable operating and financial data was gathered through primary and secondary research, and included data in our files. Published industry norms were also used in developing expense forecasts for the subject. Overall rates were developed through sales transaction analysis and reference to published survey data. Lenders and investors were also interviewed to develop estimates of current investor return requirements.

SYNOPSIS OF LEASE

According to the Lease Agreement provided, dated and effective August 1, 2010, the facility is leased by RSB Conway Medical Properties (owner/lessor), to Carolina Regional Oncology Center, Inc. (Lessee).

Type of Lease:	Triple Net
Lease Commencement Date:	August 1, 2010
Lease Term:	5 year lease (through August 1, 2015); 2 – 5 year automatic renewal terms
Base Annual Rent:	$60,000 Annual ($20.30 PRSF) ($5,000 per month)
Escalator:	CPI increase Annually
Guaranty:	None
Personal Property:	None stated in lease

LONG-TERM OCCUPANCY

The subject was a build-to-suit for an oncology practice. The property is master leased for 15 years; initial 5 year term with 2 – 5 year automatic renewal options, which began in 2010. We anticipate that the building will be occupied through at least the end of the initial term. The building includes design features to support expansion and accommodate technological change. We expect that the lease will be renewed through the end of both renewal options, barring an unforeseen change in either technology, or reimbursement. Thus, we expect long-term occupancy to be 100.0%.

We do not anticipate tenant turnover or bad debt for the subject. However, such risks can not be ignored in a long-term lease situation, even between unrelated parties. In the subject's case, its specialized build-out would make securing another tenant difficult, should the current tenant default on the lease. We have applied a small vacancy and collection loss estimate (2.5%) to acknowledge the limited turnover risk associated with the long-term lease in place on the value date.

REVENUE ESTIMATE

This space to be leased with a 5-year initial term, and 2 - 5-year renewal options. The lease is triple net, with the tenant responsible for all property operating expenses. The base rent escalates every year based on the increase in the consumer price index (CPI). The lease is dated August 1, 2010; therefore, the first increase will be effective on or around August 1, 2011.

The base rental rate is $20.30 per SF for the rentable area of the building.

To test the consistency of the subject's contract rent with the market; we compared the subject's lease rates with those of other master leased medical office buildings. We could not identify or confirm any similar master leased buildings in the Conway/Myrtle Beach area, so we expanded our research to include similar leased specialty buildings throughout the country. Five comparables were used to test the reasonableness of the subject's rent. Descriptions of the comparables, with photographs and a map are an exhibit in the *Addenda*.

Comparable Rent Summary - Medical Office/Oncology Center

Rent	Name/Address	Size (RSF)	Term (yrs) Renewals	Rent/SF	Tenant Exp. Escalation	Comments
1	CRCC 4708 Oleander Dr. Myrtle Beach, SC	24,979	20 2 - 5 yr options	$17.68 NNN	Pass Thru CPI-based	Radiation Oncology Center includes radiation vaults
2	Mizell Memorial Hospital 802 Main Street Opp, AL	3,600	extended	$16.67	Pass Thru Stepped	Radiation Oncology Center includes radiation vault
3	SCOA 166 Stoneridge Drive Columbia, SC	119,932	20	$24.05 NNN	Pass Thru CPI-based every 5 years	Freestanding MOB dedicated to cancer care includes 4 radiation vaults
4	Cancer Treatment Center 900 W Faris Blvd Greenville, SC	105,435 2005	15	$17.42 NNN	Pass Thru 2.0%	Multi-tenant medical building located on the Greenville Medical Campus. 2 of the tenants are dedicated to cancer care.
5	Lee Memorial Cancer Center Colonial Center Drive Fort Myers, FL	59,312	25 2 - 10 yr options	$28.05 NNN	Pass Thru annual CPI with floor and cap	Freestanding MOB dedicated to cancer care does not include vaults
Subject	CRCC 252 yrtle Trace Dr. Conway, SC	2,955	5 2 - 5 yr options	$20.30 NNN	Pass Thru CPI Adjustment annually	Freestanding cancer care center includes radiation vault

The specialty oncology center rents indicate a range of base rents from $16.67 to $28.05 per RSF, with an average of $20.77. The terms range from 5 to 25 years. Renewal options and rent escalation terms vary. All buildings have specialized build-out. In terms of rentable area, one lease uses the entire building as rentable area (Comparable 2); while the others use BOMA-defined rentable area as the rentable basis. These lease rates and terms suggest the subject lease to be within the range and rent to be near the average.

To test rent levels with local rates, we surveyed medical office rents in the greater Myrtle Beach area, which includes Conway. Rents in the market are quoted on a gross, modified gross and triple net basis, depending on the property. For consistency we converted all rents to a triple net equivalent. The range of rents was from $12.00 to $22.00 per SF annually, averaging $17.53. The subject is most consistent with the lower quality properties surveyed and would likely command rents at the low end of the range, if it did not have the specialty oncology build-out. In other markets the variation between standard medical office rents and radiation oncology rents ranges from 50% and 80% higher. This range of adjustment would result in an adjusted range of local rents ranges from $18.00 and $21.60 which brackets the $20.30 rate for the subject. We conclude from these comparisons that the subject's average rent is consistent with the market for specialty cancer treatment facilities.

ADDITIONAL RENT (EXPENSE REIMBURSEMENT)

The lease is triple net, requiring either payment by, or reimbursement from, the tenant for all physical plant operating expenses. Presently, the tenant pays all physical plant costs directly, therefore no operating expense analysis was required.

OTHER REVENUE

Other revenue consists of added charges for tenant services such as special cleaning or changing locks. Since there is a single tenant, with limited risk of turnover, and the lease terms are triple net; we have not estimated any other revenue for the subject.

EXPENSE ANALYSIS

In this case, all expenses except the replacement reserve are the responsibility of the tenant. Most physical plant expenses are billed directly to the tenant, and are reported as part of the practice's operating expenses.

REPLACEMENT RESERVES

This expense category accounts for the cost of periodic replacement of capital items, such as the roof and HVAC system, as well as refit of tenant space at re-occupancy. We estimate this expense at $500 per year or $0.17 per square foot. This is the only expense *not* passed through to the tenant.

EBITDA

Earnings before interest, taxes, depreciation and amortization (EBITDA) in this instance reflects the gross rent, less minor vacancy and collection loss and reserves. The gross rent is $60,000, vacancy and collection $1,500 (2.5%), reserves $500 ($.17/SF), indicating an EBITDA of $58,000.

CAPITALIZATION RATE ANALYSIS

This section describes the analysis and selection of an appropriate overall capitalization rate (OAR) for the subject property. Two methods were used to select the OAR. The first was a market-based analysis. An OAR is developed through the relationship between NOI and sales price. The second uses a built-up capitalization rate derived through a band of investment analysis; reflecting current mortgage and equity return requirements for buildings similar to the subject. The OAR indications by these methods are then reconciled into a single initial, or going-in, OAR based on the subject's relevant characteristics.

MARKET DERIVED CAPITALIZATION RATE

The market derived capitalization rate results directly from dividing income by sale price. The sales relied on our market-based capitalization rate. Our analysis focused primarily on Medical office sales in Florida, Georgia and South Carolina that have closed since January 2009. Twelve sales were used to estimate a market-derived overall rate for the subject.

Medical Office Building
Market-Derived Capitalization Rate Summary

Property	Location	Sale Date	Area (SF)	Sale Price	NOI	OAR
595 Courtenay	Merritt Island, Fl	Jan-09	15,672	$3,030,000	$236,340	7.80%
Panama City Open MRI*	Panama City, FL	Jan-09	3,599	$1,100,000	$91,571	8.32%
Westshore 500	Tampa, FL	Feb-09	127,872	$0	$0	7.56%
Gulf Coast Medical Group	Venice, FL	May-09	14,441	$2,657,700	$256,329	9.64%
Davita Dialysis	Apopka	Jun-09	8,585	$2,960,000	$223,184	7.54%
Sand Lake Surgery Center	Orlando, FL	Aug-09	16,054	$4,900,000	$381,263	7.78%
Cancer Treatment Center	Greenville, SC	Sep-09	105,435	$21,180,000	$1,836,306	8.50%
Patewood Admin Building	Greenville, SC	Sep-09	121,319	$20,410,000	$1,769,547	8.50%
Patewood B	Greenville, SC	Sep-09	97,507	$18,850,000	$1,634,295	8.50%
Patewood C	Greenville, SC	Sep-09	109,607	$23,810,000	$2,064,327	8.50%
Okeechobee Medical Building	Royal Palm Beac	Oct-09	10,393	$3,050,000	$228,750	7.50%
MRI & Imaging of Athens*	Athens, GA	Mar-10	3,007	$1,050,000	$97,710	9.31%
				Average		8.29%
				Median		8.41%

The market-derived OARs ranged from 7.50% to 9.64%. The average was 8.29%, with a median of 8.41%. Most buildings were older than the subject when sold, and the single tenant facilities tended to be Class B quality. The most recent South Carolina sales were near the median of the sample.

BAND OF INVESTMENT METHOD

A band of investment method uses equity dividend requirements and mortgage lending requirements to estimate an overall rate. The parameters selected were based on current lender and investor requirements. The process is summarized in the following chart. This methodology uses more current data than the market derived methodology which, by definition, relies on historic data.

The subject is a single tenant Class C oncology center. It is to be leased to a single tenant under a 5-year lease, with 2-five year renewal options. Based on these property characteristics and our revenue and expense projections, we have used investment parameters from the mid range of the survey range.

The mortgage interest rate used was based on a 225 basis point spread over the current 10-year Treasuries. This spread is consistent with the treasury spreads for medical office buildings and outpatient centers in the *RealtyRates.com Investor Survey*. The same survey showed equity dividend rates for MOBs ranging from 8.167% to 14.56% with an average of 11.04%, and 8.78% to 16.94% with an average of 12.45% for outpatient centers. As with the basis point spread, we have selected an equity dividend rate from the middle of the range or 10.00%.

Overall Capitalization Rate Estimate Band of Investment Methodology					
Investment Parameters					
Mortgage Interest Rate					6.080%
Amortization Term	(Years)				25
Loan to Value Ratio					75.00%
Mortgage Constant	R_M				0.077904
Equity Return	R_E				10.00%
	Band of Investment				
Debt Component		Debt (%)	X	R_M	
Plus		75.00%		0.077904	5.84%
Equity Component		Equity(%)	X	R_E	
Equals		25.00%		10.00%	2.50%
Overall Capitalization Rate				R_O	8.34%
				Rounded	8.30%

OVERALL RATE CONCLUSION

The market derived OAR analysis indicates an overall capitalization rate between 7.50% and 9.50% would be appropriate for a healthcare real estate investment in the Carolina region. The median of the market-derived rates was 8.41%. The band of investment analysis resulted in an 8.30% rate.

The subject is a purpose-built MOB designed for cancer treatment. It is to be leased to an oncology practice under a 15-year (full term) lease. The building is constructed to Class C market standards and has no functional obsolescence. We note the presence of deferred maintenance which we assume will be cured prior to occupancy. There are limited property-specific risks. Softness in the standard office market presents an indirect risk factor in the local market, but is considered to have limited influence on specialty properties such as the subject. That suggests an average risk market-derived rate of 8.5%. We have selected an overall capitalization rate of 8.50% as appropriate for the subject under current market conditions.

VALUE INDICATION BY DIRECT CAPITALIZATION

The following chart shows the capitalization of the projected NOI, using the selected going-in overall rate.

Estimated NOI		$58,000
Capitalization Rate		8.50%
Value Estimate		$682,353
Rounded		$680,000

VALUE CONCLUSION – INCOME APPRAOCH

As a single tenant property, a direct capitalization analysis was appropriate for the subject. Conversion of the projected NOI for the next twelve months resulted in a value estimate by the Income Approach as follows:

Market Value Leased Fee Interest - As Is
(Effective date of Appraisal – September 10, 2010)

Six Hundred Eighty Thousand Dollars ($680,000)

This Income Approach conclusion will be contrasted with the indications developed by the Market Approach in the *Final Reconciliation and Conclusion* section of this report.

DIRECT SALES COMPARISON APPROACH

Scope of work in this approach involves research of market transactions with similar investment characteristics and market appeal as the subject. Transactions involving special purpose properties are, by their nature, infrequent and often subject to confidentially agreements that limit the availability of reliable data. This impact on the scope of work in this approach often leads to value opinion that is less reliable and meaningful than those by the other approaches. Even if the value opinion by this approach is of limited usefulness, information developed as a part of the research process can provide valuable insight into investor expectations and market dynamics.

The subject's relevant characteristics have been detailed earlier. The subject is a single tenant specialty design oncology center. The building has just under 3,000 SF, and is to be leased for 15 years including the initial term and two extensions. The main weaknesses affecting the subject are its location in a small town. The subject's healthcare build-out, tenant profile, and long-term lease suggest that the subject's likely purchaser would be a regional or national investor with knowledge of the risk characteristics of healthcare real estate, specifically in oncology treatment.

We found no specialty medical building sales in South Carolina that approximate the subject's relevant characteristics. Therefore, we also examined sales from other parts of the country with characteristics similar to the subject and/or that were sold to purchasers with the same profile as the subject's most likely purchaser. Due to the specialized nature of the subject, the time period covered by our research was the past 24 months, focusing to the extent possible on the most recent sales. Sales research was conducted using both primary research (interviews with market participants), and secondary sources (industry newsletters and third-party data vendors). Once identified, sales were confirmed and verified with as many parties to the transaction as possible. Again, given the confidentially agreements typically associated with these transactions, knowledgeable third parties (brokers, local assessors) and published data (news periodicals, SEC filings) are used as additional resources.

Using these property characteristics, geographic, and time criteria, we researched a number of Mid-Atlantic and Southeast region healthcare real estate sales that have occurred between July 2009 and July 2010. These sales ranged in size from 3,000 SF to 18,000 SF.

The following chart shows four transactions that help provide insight into recent market conditions, while also helping establish a market value opinion for the subject on the effective dates of appraisal. A discussion of the adjustment process as it was applied to the comparables follows the *Improved Sales Analysis* chart. The unit of comparison used in section is the price paid per rentable square foot (RSF). Transaction data sheets with photographs and a locator map are included in the *Addenda.*

Factors requiring adjustment in the Sales Comparison Approach include **property rights, financing** considerations, **conditions of sale**, time/price trends (**market conditions**), **location**, improvement **size** (square feet), and observed improvement **age/condition/quality.** Application of the adjustment process is discussed following the *Improved Sales Analysis* chart.

IMPROVED SALES ANALYSIS

	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	CRCC	US Oncology	Hope Imaging	MRI & Imaging Athens	Wayne Radiation
Location	Conway, SC	Denton, TX	Vero Beach, FL	Athens, GA	Goldsboro, NC
GRANTOR		Balfour Concord	Leslie P. Waller Hope Real Estate	MN MQ, LLC	Kevin Kerlin
GRANTEE		Healthcare Trust of Am	Development, LLC	Jake Waters Family, LP	Mid-South Inv.
YEAR BUILT (EFFECTIVE)	2006	2000	2000	1998	1990
NET RENTABLE AREA (RSF)	2,955	18,000	4,712	3,007	5,503
LAND AREA (SF)	22,216	112,820	37,050	20,909	13,500
LAND TO BLDG RATIO	0.133	0.160	0.127	0.144	0.408
SALES DATE		Jul-10	Jan-10	Mar-10	Jul-09
SALES PRICE		$4,800,000	$1,400,000	$1,050,000	$1,100,000
CASH EQUIVALENCY		$4,800,000	$1,400,000	$1,050,000	$1,100,000
ADJUSTED SALE PRICE		$4,800,000	$1,400,000	$1,050,000	$1,100,000
TERM	CASH	CASH	CASH	CASH	CASH
PRICE PER RSF	N/A	$266.67	$297.11	$349.19	$199.89
CLASS	B	B	B	B	B
TYPE	Good	Good	Good	Good	Good
PRIMARY ADJUSTMENT:					
PROPERTY RIGHTS	N/A	0%	0%	0%	0%
FINANCING TERMS	N/A	0%	0%	0%	0%
CONDITION OF SALE	N/A	0%	0%	0%	0%
MARKET CONDITION	N/A	0%	0%	0%	-10%
NET PRIMARY ADJ.	N/A	0%	0%	0%	-10%
PRICE PER RSF	N/A	$266.67	$297.11	$349.19	$179.90
PHY.ADJUSTMENT:					
LOCATION	N/A	-15%	-10%	-10%	10%
ACCESS	N/A	0%	0%	0%	0%
SIZE	N/A	5%	0%	0%	0%
SPECIALTY DESIGN	N/A	0%	0%	0%	0%
AGE/CONDITION	N/A	0%	0%	0%	10%
QUALITY	N/A	-10%	-10%	-10%	0%
NET PHYSICAL ADJUST.	N/A	-20%	-20%	-20%	20%
INDICATED VALUE PER RSF	N/A	$213.33	$237.69	$279.35	$215.88

STATISTICS		Rentable Area (RSF)	x	Value per RSF =	Estimated Market Value
AVERAGE	$236.56				
AVERAGE w/o LOW OR HIGH	$226.79	2,955 SF	x	$230.00	$679,650
MINIMUM	$213.33			Rounded	$680,000
MEDIAN	$226.79				
MAXIMUM	$279.35				
VALUE ESTIMATE (per RSF)	$230.00				

IMPROVED SALES ANALYSIS

No non-market or atypical financing was reported for any transaction. Therefore, no adjustment was warranted for this primary factor. The comparable transactions all closed within the past 14 months. From our analysis of the sales we considered an adjustment appropriate for sales occurring before 2010. Only Sale 4 took place during 2009. A -10% adjustment was applied to that sale for changes in market condition (time).

Adjustments were considered for four physical factors: location, size, specialty design, and age/condition.

Location - The subject is a freestanding imaging and cancer treatment center in Conway, South Carolina, a small town. The subject is adjacent to a hospital campus but in a limited visibility location, given over growth of the site in front of the Center. None of the comparables are on hospital campuses. Most are in larger metropolitan areas however. Comparable 1 is in an affluent Dallas suburb and this comparable was adjusted -15% for location. Comparables 1, 2 and 3 were adjusted -10% for location. Comparable 4 is in a similarly sized market but not near a hospital campus. It was adjusted 10% for location. There were no access issues inherent in the comparables or the subject and no adjustment was required.

Size – The subject has an area of 2,955 RSF. The comparables have a size range of 3,000 to 18,000 RSF. There is generally an inverse relationship between building area and unit price. However, this relationship is not linear and the market tends to treat buildings of similar size equally. We only considered Sale 1 to be large enough to require adjustment. We adjusted that sale by 5%.

Specialty Design – This composite adjustment reflects the differences between the subject and comparables in specialized build out. The subject is a purpose-built oncology and imaging center which includes a radiation vault. The Comparables all were similar specialized build-out. These comparables were not adjusted for specialty design.

Improvement Age/Condition/Quality – This composite adjustment reflects the differences between the subject and comparables (at the time of sale) in age, condition, and construction quality. The subject is a Class C medical building, with an effective age of four years. The comparables were Class B quality when built, and generally equivalent to the subject in age. Only Comparable 4 was considered to require adjustment given its effective age of 20 years. A 10% adjustment was applied. We adjusted all comparables by -10% to reflect the difference in construction quality.

After adjustment, the comparables indicated a unit price range from $213.83 to $279.35 per RSF. The average was $236.56 per RSF, with a median of $226.79 per RSF.

Considering the differences between the subject and comparables, we selected a unit value from near the midpoint of the value range, or $230.00 per RSF as the best indicator of the subject's real estate unit value.

Applying the subject's unit value to its rentable area results in a market value opinion as calculated in the following chart.

Market Value As Is		
(Effective Date of Appraisal September 10, 2010)		
Building Area (RSF)		2,955 SF
Indicated Value per RSF		$230.00
Estimated Value by the Market Approach		$679,650
	Rounded	$680,000

CONCLUSION – DIRECT SALES COMPARISON APPROACH

Based on the estimates as detailed, the market value opinion for the subject property (real estate only), as indicated by the Direct Sales Comparison Approach, under market conditions observed through September 10, 2010, is:

Six Hundred Eighty Thousand Dollars ($680,000)

The Direct Sales Comparison Approach conclusion will be contrasted with the indications developed via the Income Approach in the *Final Reconciliation and Conclusion* section of this report.

MARKETABILITY

In analyzing the marketability of the subject, an examination of recent market trends and conditions is helpful. Fully leased medical office buildings have traditionally been attractive investments. They tend to have stable occupancy histories, with strong credit tenants. Recent changes in reimbursement rates and methodologies have introduced a greater measure or risk into the medical office market. Nonetheless, favorable demographics and continued cost saving (containment) efforts support the demand for these property types.

Recent marketing times for many fully leased medical office buildings have been less than 12 months, with buyers actively seeking sellers. In many cases, the marketing time was essentially a due diligence period. This would be the likely case for the subject. We have estimated a "typical" marketing time for the subject as of the date of value, of six months. The subject's most probable purchaser was addressed in the *Direct Sales Comparison Approach.*

EXPOSURE TIME

Reasonable exposure time is one of the conditions requisite for estimating market value. It is always assumed to precede the date of value.

Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (See definition in *Addenda.*)

In the present case, the reasonable exposure time for the subject was estimated in a similar manner to that used to forecast its likely marketing period. Current and recent market conditions have resulted in buyers actively seeking sellers. Therefore, in the present case, reasonable exposure time is equivalent to the typical marketing period. Thus, the estimated reasonable exposure time for the subject under market conditions observed as of September 10, 2010, would be six to twelve months.

RECONCILIATION AND FINAL VALUE ESTIMATE

The purpose of this appraisal was to estimate the leased fee interest in a specialty medical facility. The building was specially designed for an oncology practice that includes a radiation vault and shielded area for a CT Simulator. The building was completed in 2006. It has not been well maintained and some deferred maintenance was observed at inspection. We assumed the deferred maintenance will be cured prior to occupancy. The lease is to be entered in 2010, and covers 15 years in the initial term and two extensions. The tenant responsible for all building operating expenses.

The building's specialized construction would limit its adaptability to other uses. With the subject's relevant characteristics in mind, two approaches to value were applied.

The market value conclusions by the approaches applied are shown as follows:

Premise	As Is
Effective Date of Appraisal	September 10, 2010
Income Approach	$680,000
Sales Comparison Approach	$680,000
Final Market Value Opinion	$680,000

The Income Approach was based on market-supported revenue estimates. Two methods were used to develop an overall capitalization rate. These methods complemented each other and provided a reliable indicator of an appropriate overall rate. The subject real estate is at stable occupancy, with low risk of tenant turnover. The Income Approach is considered to provide a strong indication of value.

The applicability of the Direct Sales Comparison (Market) Approach in the valuation of special purpose properties is complex. Sales of health care facilities have limited direct comparability. This is especially true when relative amounts of specialized and non-specialized uses vary among the subject and comparables. In this instance the subject and comparables were consistent in specialty design, age, condition, and construction quality. With these factors in mind the Direct Sales Comparison value conclusion is considered strong given this consistency.

No personal property was included as part of this appraisal. No medical equipment, fixtures, supplies or other personal property associated with any medical practice or diagnostic and treatment center operation was considered.

Each approach used in this appraisal had its strengths and weaknesses. The Income Approach is most similar to the analysis a health care real estate investor would use to "price" the subject, were it available for sale. The Direct Sales Comparison Approach was meaningful in its measurement of the pace and strength of the health care real estate market. Considering these strengths and weaknesses, equal weight in this analysis was placed on both Approaches.

CONCLUSION - MARKET VALUE

Based on the foregoing analysis, the market value opinion of the leased fee interest in the subject property, under market conditions observed through September 10, 2010, is:

Six Hundred Eighty Thousand Dollars ($680,000)

EXTRAORDINARY ASSUMPTION

- That the terms and conditions detailed in the unsigned lease are consistent with the fully executed lease for this property.

- We assume that the deferred maintenance observed upon inspection have been fully cured and have not deducted any cost to cure from our value estimate.

ADDENDA

INTEGRA Realty Resources
SARASOTA
Local Expertise...Nationally

Letter of Engagement

The parties named herein, in consideration of mutual covenants contained herein, agree to provide services as specified and payment therefore as follows:

Richard Kilfoyle
Radiation Therapy Services, Inc.
2234 Colonial Blvd.
Fort Myers, FL

Hereinafter referred to as Client, and

Integra Realty Resources-Sarasota LLC (Consultant/Appraiser) hereby agrees to employ accepted techniques and systematic analysis of facts and application of objective judgment in accordance with ethical requirements of appropriate associations, based on specialized education, experience, and skills of staff members and/or subcontractors in the following assignment.

Problem Definitions:

Purpose:	New Market Value Appraisal
Subject:	Carolina Regional Cancer Center location: 252 Myrtle Trace Dr., Conway, SC
Scope of Work:	Appraisal as defined by USPAP
Form of Presentation of Findings:	Presented in a summary Report

Time for Performance: Foregoing assignment will be completed within five (5) weeks of receipt of information requested and signed engagement letter. Client recognizes this date is Consultant's best estimate of the completion date, and is not a guarantee of completion by said date, unless specified as a guaranteed completion assignment.

It is agreed that Joe Rosen, State Certified General Appraiser in South Carolina will inspect the subject property as well as collect, confirm and inspect any local comparable properties. Craig L. Smith MAI will not inspect the subject.

Fees and Expenses: Client agrees to pay Consultant as compensation for services rendered on the basis of an hourly charge plus direct expenses. The basis for this hourly charge will be $225 for Senior Analyst, $175 for Analysts, $80 for Research Assistants, and $85 for computer connect time. Direct expenses include, but are not necessarily limited to travel expenses, data acquisition charges, subcontractor expenses, or other charges outside the normal scope of operations.

Professional fees for this assignment will not exceed $5,000, unless approved by Client. Said fee is due upon completion of assignment. Additional services to be billed at hourly rates specified.

IRR

5664 Marquesas Circle • Sarasota, FL 34233
Phone: 941-923-8588 • Fax: 923-8893

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INTEGRA Realty Resources
SARASOTA
Local Expertise...Nationally

FAX ACCEPTANCE for Letter of Engagement in RE: Appraisal of new Carolina Regional Cancer Center location: 252 Myrtle Trace Dr., Conway, SC

Acceptance by Facsimile Transmission: A fully executed copy of this page of the Letter of Engagement is agreed to constitute valid acceptance of and full incorporation of the provisions of this Letter of Engagement. The original copy, including all pages of Letter of Engagement, will be delivered within 5 working days of execution.

Changes Following Execution of Contract: Any changes requested following completion of this agreement and beyond the scope of this agreement will be made at the discretion of the Consultant and an additional charge will be made at the hourly rates indicated.

Extent of Agreement: This Agreement (entire Letter of Engagement document) represents the entire Agreement between Client and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. It may not be changed orally, but only by agreement in writing signed by both parties.

Jurisdiction: Jurisdiction over this matter is agreed to reside in Sarasota County, Florida.

Severability: In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

Late Fees: A 1% monthly interest charge will be made against all outstanding balances unpaid more than 30 days beyond the date of invoice.

IN WITNESS HEREOF, each of the parties hereto has dated and executed this Agreement and caused it to be delivered to the other party hereto.

(Please sign one copy and return. The other copy is for your records.)

SEEN AND AGREED:

DATE	Richard Kilfoyle for Radiation Therapy Services, Inc.
DATE	Craig L. Smith, MAI State Certified General Appraiser RZ786

IRR

5664 Marquesas Circle • Sarasota, FL 34233
Phone: 941-923-8588 • Fax: 923-8893

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Definitions

"As Is" Market Value on the Date of Inspection – Market value of the property appraised in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications on the effective date of the appraisal.[1]

Assumption - That which is taken to be true.[2]

Business Enterprise Value (BEV) – A term applied to the concept of the value contribution of the total intangible assets of a continuing business enterprise such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases and operating agreements.[3]

Complete Appraisal – Defined by the scope of work, which includes the development of all applicable approaches to value based on the determinations of the Highest and Best Use analysis and most likely buyer and typical user of the subject property. Reporting standards should meet minimum USPAP requirements and any other additional requirements set forth in the engagement documents.[4]

Contract Rent - The actual rental income specified in a lease.[5]

Client – The party or parties who engage an appraiser (by employment or contract) in a specific assignment. [6]

Disposition Value (As of the Date of Value) Marketing Time Not to Exceed 180 Days - "The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

1. Consummation of a sale will occur within a limited future marketing period specified by the client
2. The actual market conditions currently prevailing are those to which the appraised property interest is subject.
3. The buyer and seller is each acting prudently and knowledgeably
4. The seller is under compulsion to sell.
5 The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests
7. An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[7]

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[1] Federal Register, Volume 53, No. 3, 12 CFR 571.1(b), Page 383, January 7, 1988.
[2] Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition, The Appraisal Foundation, Page U-1.
[3] Ibid, Page 37.
[4] As defined in the KeyBank General Appraisal Requirements Rev 05.16.2008.
[5] The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, 875 North Michigan Avenue, Chicago, Illinois, 2002

[6] Uniform Standards of Professional Appraisal Practice, 2003 Edition, p. 2.

Entrepreneurial profit – A market-derived figure that represents the amount an entrepreneur expects to receive for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. [8]

Excess land – In regard to an improved site, the land not needed to serve or support the existing improvement. In regard to a vacant site or a site considered as though vacant, the land not needed to accommodate the site's primary highest and best use. Such land may be separated from the larger site and have its own highest and best use, or it may allow for future expansion of the existing or anticipated improvement. [9]

Exposure Time – The time a property remains on the market.

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always resumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. [10]

Extraordinary Assumption - An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

> Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.[11]

Fee Simple Interest – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. [12]

Going-Concern Value - The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; also called value of the going concern.[13]

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[7] Ibid, Pages 85-86.

[8] The Appraisal of Real Estate, Twelfth Edition, Appraisal Institute, 875 North Michigan Avenue, Chicago, Illinois, 2001, p. 360.

[9] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 198.

[10] The Dictionary of Real Estate Appraisal, Fourth Edition, 2002, p. 105.

[11] Ibid, Page U-3.

[12] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 68.

[13] The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, Page 127.

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Highest and Best Use – The reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value. [14]

Hypothetical Condition - That which is contrary to what exists but is supposed for the purpose of the analysis.

> Comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. [15]

Intended Use – The use or uses of an appraiser's reported appraisal, appraisal review or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. [16]

Intended User – The client and any other party as identified, by name or type, as users of the appraisal, appraisal review or appraisal consulting report, by the appraiser based on communication with the client at the time of the assignment. [17]

Insurable Value - The "Insurable Replacement Cost Estimate" should be based upon the following definition: Replacement cost new (GBA x base cost x multipliers) of the primary improvements (vertical construction including parking structures) exclusive of site improvements, landscaping, indirect costs, entrepreneurial profit, less exclusions (i.e., foundations, piping below grade, architect's fees) without consideration of debris removal. [18]

Leased Fee Estate – An ownership interest held by a landlord with the rights of use and occupancy transferred by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease. [19]

Leased Fee Interest - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.[20]

Limited Appraisal – Is defined by the scope of work, which includes at a minimum the development of a primary approach to value based on the determinations of highest and best use and most likely buyer and typical user of the subject property. The Limited Appraisal is also to include a secondary approach to value as a test of reasonableness of the primary approach unless stated otherwise in the Request for Proposal and/or the Key Order Summary documents.[21]

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[14] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 305.

[15] Ibid, Page U-3.

[16] Uniform Standards of Professional Appraisal Practice, 2003 Edition, p. 3.

[17] Uniform Standards of Professional Appraisal Practice, 2003 Edition, p. 3.

[18] KRETS

[19] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 83.

[20]. *The Dictionary of Real Estate Appraisal* (Chicago, IL: Appraisal Institute, Fourth Edition) 113.

[21] As defined in the KeyBank General Appraisal Requirements Rev 05.16.2008.

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Liquidation Value – The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

1. Consummation of a sale will occur within a severely limited future marketing period specified by the client.
2. The actual market conditions currently prevailing are those to which the appraised property interest is subject.
3. The buyer is acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. The buyer is acting in what he or she considers his or her best interest.
7. A limited marketing effort and time will be allowed for the completion of a sale.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.[22]

Market Area – The defined geographic area in which the subject property competes for the attentions of market participants; the term broadly defines an area containing diverse land uses.[23]

Market Rent - The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.[24]

Market Value – The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;
(2) both parties are well informed or well advised, and acting in what

[22] The Dictionary of Real Estate Appraisal, Fourth Edition, p. 167.

[23] The Appraisal of Real Estate, Twelfth Edition, 2001, p 164.

[24] The Dictionary of Real Estate Appraisal, Fourth Edition,

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they consider their own best interests;
(3) a reasonable time is allowed for exposure in the open market;
(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale[25]

Market Value "As If" Completed and Stabilized on the Date of Inspection - The market value of a property based on the Hypothetical Condition that all construction, conversion, or rehabilitation is completed as of the date of inspection and the property has already been leased to its optimum level of long-term occupancy.[26]

Market Value "As If" Unoccupied and Available for Sale or Lease -The market value of a property based on the Hypothetical Condition the tenant unexpectedly vacated. The market value should represent the fee simple value (leased at market terms to the most probable class of tenant), less all lease-up costs (rent loss, holding costs, commissions, tenant improvements, and entrepreneurial profit).[27]

Personal Property – Identifiable tangible objects that are considered by the general public as being "personal" for example, furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; all tangible property that is not classified as real estate.[28]

Prospective Value – A forecast of the value expected at a specified future date. A prospective value estimate is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written. [29]

Prospective Market Value Upon Completion of Construction - The market value of a property on the date that construction is completed, based on market conditions forecasted to exist as of the completion date. This market value is typically required when buildings are proposed, vacant or only partially leased at completion.[30]

Prospective Market Value Upon Stabilization Of Occupancy - The market value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs, and other carrying charges are assumed to have been absorbed.

Comment: The estimates in each approach (i.e. rents, expenses, etc.) must be trended to the prospective effective date(s) of the appraisal. Growth rates, if appropriate, must be based on current and anticipated market conditions and supported with the conclusions in the market

[25] Federal Register, 12 CFR Part 34, Subpart C, 34.42(f), August 24, 1990.
[26] KRETS
[27] KRETS
[28] Uniform Standards of Professional Appraisal Practice, 2003 Edition, p. 4.
[29] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 54.
[30] Key Real Estate Technical Services (KRETS)

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analysis section of the report. It should be noted that the developer's cost estimates may already account for trending. [31]

Real Property - All interests, benefits, and rights inherent in the ownership of physical real estate; the bundle of rights with which the ownership of the real estate is endowed. In some states, real property is defined by statute and is synonymous with real estate.[32]

Retrospective Value Estimate – An estimate of value that is likely to have applied as of a specific historic date. A retrospective value estimate is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.[33]

Special-Purpose Property – A limited-market property with a unique physical design, special construction materials, or a layout that restricts its utility to the use for which it was built; also called special-design property.[34]

Surplus land – Land not necessary to support the highest and best use of the existing improvement but, because of physical limitations, building placement, or neighborhood norms, cannot be sold off separately. Such land may or may not contribute positively to value and may or may not accommodate future expansion of an existing or anticipated improvement. [35]

[31] KRETS
[32] *The Dictionary of Real Estate Appraisal* (Chicago, IL: Appraisal Institute, Fourth Edition) 234.
[33] The Appraisal of Real Estate Twelfth Edition, 2001, p.308
[34] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 25.
[35] The Appraisal of Real Estate, Twelfth Edition, 2001, p. 198.

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Instrument#: 2007060004607B, DEED, BK: 3232-PG: 2175 DOCTYPE: 001 03/29/2007 at 02:14:29 PM, 1 OF 6 COUNTY STAMPS: $462.00 STATE STAMPS: $1092.00 DARLENE W. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number(s) and Address

STATE OF SOUTH CAROLINA)
) DEED TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that SCROC, LLC, a South Carolina limited liability company ("Grantor"), for and in consideration of the covenants and conditions hereinafter contained and the sum of FOUR HUNDRED TWENTY THOUSAND and No/100 ($420,000.00) Dollars, to it in hand paid by RSB CONWAY MEDICAL PROPERTIES, LLC, a South Carolina limited liability company ("Grantee"), the receipt and legal sufficiency of which are hereby acknowledged, has granted, bargained, sold and released, and at and before the sealing of these presents does grant, bargain, sell and release, subject to the permitted encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by reference, unto RSB CONWAY MEDICAL PROPERTIES, LLC, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION
WHICH IS INCORPORATED HEREIN BY REFERENCE

The within conveyance is also subject to the permitted encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by reference.

TMS #151-27-03-129

Grantee's Address: 4708 Oleander Drive, Myrtle Beach, SC 29577

TOGETHER with all and singular, the rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantee, its successors and assigns, forever.

And, subject to the permitted encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by reference, the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against itself and its successors, fully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed this 29th day of March 2007.

SIGNED, SEAL AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

SCROC, LLC, a South Carolina limited liability company
By: MRO, INC., its Sole Member

BY: Paul A. Williams
Name: Paul A. Williams
Title: Managing Member

NPC-AR1 (8/12) 11/06, 0000 ASSIGNED/AR1 3/29/7 - PL(06) (000)3-0002

0099

R002726

Instrument#: 2007060000160078 DEED BK: 3232 PG: 1777 DOCTYPE: 001 03/29/2007 at 02:14:20 PM, 3 OF 5 COUNTY STAMPS: $462.00 STATE STAMPS: $1092.00 BALLERY V SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

EXHIBIT A

Property Description

All that certain piece, parcel or tract of land, situate and lying in Horry County, South Carolina, and containing 5.1 acres, more or less, as shown and identified as Lot 5-B, on a plat by Associates Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B, Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., LLC," dated October 10, 1998, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County.

Said piece, parcel or tract of land having such size, shape, dimensions, buttings, boundings, location, courses and distances as will by reference to said plat more fully and at large appear.

TOGETHER with right of access, ingress and egress in and to that certain 50' Private Access and Utility Easement shown on plat entitled "Plat of New Lots 5A and 5B Subdivided From Lot 5 Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," prepared by Associated Land Surveyors Inc., dated October 10, 1998, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County, reference to which is craved for a more complete description.

BEING the premises heretofore conveyed to SCROC, LLC by deed of F.B.P., L.L.C. dated March 3, 2005, and recorded March 9, 2005 in Deed Book 2872, at Page 0589, Office of the Register of Deeds for Horry County.

TMS No. 151-27-01-123

0100

Instrument #: 2007E0004607B DEED BK: 3232 PG: 1778 DOCTYPE: 001 03/29/2007 at 02:14:20 PM, 4 OF 6 COUNTY STAMPS: $462.00 STATE STAMPS: $1092.00 BAILEY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 2007 and subsequent years, a lien not yet due and payable.

2. Restrictions contained in Deed from International Paper Realty Corporation to Halford E. Meyer, Jr., dated August 1, 1996, recorded August 30, 1996 in Book 1886 at Page 859, Office of the Horry County Register of Deeds.

3. Restrictions contained in Deed from Halford E. Meyer, Jr. to Denise M. Meyer (1/2 interest) dated November 26, 1996, recorded November 26, 1996 in Book 1904 at Page 218, Office of the Horry County Register of Deeds.

4. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated August 30, 1978, recorded September 22, 1978 in Book 623 at Page 125, Office of the Horry County Register of Deeds.

5. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated June 18, 1976, recorded December 7, 1976 in Book 570 at Page 145, Office of the Horry County Register of Deeds.

6. Utility easements granted to the Grand Strand Water and Sewer Authority by deed of International Paper Realty Corporation dated August 11, 1983, recorded December 29, 1983, in Book 841 at page 712, Office of the Horry County Register of Deeds.

7. Easement for Right of Way granted to South Carolina Public Service Authority by deed of F.B.P., L.L.C. dated August 25, 1999, recorded October 22, 1999 in Book 2201 at Page 269, Office of the Horry County Register of Deeds.

8. Matters of survey as shown on plat by Associated Land Surveyors, Inc. entitled, "Plat of New Lots 5A and 5B, Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., LLC" dated January 25, 1999, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County, as follows:

   (a) 20' CSW&SA Right of Way Easement along the northeastern boundary.

   (b) 40' x 100' Access Easement for Temporary Turn Around on the northwestern boundary.

   (c) Building setbacks.

9. Matters of survey as shown on plat by Robert A. Warner & Associates, Inc. entitled, "As Built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr. Prepared for Matthews Radiation Oncology, Inc." dated January 18, 2005, as follows:

   (a) 20' CSW&SA Right of Way Easement along the northeastern boundary.

   (b) 40' x 100' Access Easement for Temporary Turn Around on the northwestern boundary.

   (c) Transformer Co... pad and AC Conc. Pads adjacent to the Medical Center.

   (d) Wood Fence along the southwestern boundary.

0101

Instrument #: 2007000046078 DEED BK: 3232 PG: 1779 DOCTYPE: 001 03/29/2007 at 2:14:20 PM, 5 OF 6 COUNTY STAMPS: $452.00 STATE STAMPS: $1092.00 BALLERY V. UPPER HORRY COUNTY, SC REGISTRAR OF DEEDS

(c) Ditch traversing the northeastern boundary;

(d) Building setbacks.

10. Matters of survey occurring subsequent to the plat by Robert A. Warner & Associates, Inc. entitled, "As-Built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr., Prepared for Matthews Radiation Oncology, Inc.," dated January 18, 2005.

11. Wetlands as shown on plat by Sur-Tech, Incorporated, entitled, "Survey of Burning Ridge Medical Center for International Paper Realty Corporation, Conway Township, Horry County, South Carolina" dated June 22, 1995, and recorded August 7, 1996 in Plat Book 142 at Page 1 Office of the Register of Deeds for Horry County.

0102

5C40085

FILED
HORRY COUNTY S.C.
2005 MAR -9 PM 2:51
REGISTRAR OF DEEDS

FILED
HORRY COUNTY S.C.
2005 MAR -9 PM 2:51
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) DEED TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS that **F.B.P., L.L.C.**, an Ohio limited liability company ("Grantor"), for and in consideration of the covenants and conditions hereinafter contained and the sum of **THREE HUNDRED FIFTY and No/100 ($350,000.00)** Dollars, to it in hand paid by **SCROC, LLC**, a South Carolina limited liability company ("Grantee"), the receipt and legal sufficiency of which are hereby acknowledged, has granted, bargained, sold and released, and by and before the sealing of these presents, does grant, bargain, sell and release unto **SCROC, LLC**, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION
WHICH IS INCORPORATED HEREIN BY REFERENCE

The within conveyance is also subject to all restrictions and easements of record and/or easements upon the ground.

HORRY COUNTY ASSESSOR
TMS #151-22-03-129 3.23 ACRES
Map Sub Parcel

STATE 7.00 COUNTY 385.00
EXEMPT
ASSESSOR

Grantee's Address:

200 Queens Road, Suite 400
Charlotte, North Carolina 28204

TOGETHER with all and singular the rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned, unto the said Grantee, its successors and assigns, forever.

And the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against itself and its successors and all claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed this 2nd day of March, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

F.B.P., L.L.C., an Ohio limited liability company (SEAL)

BY: _____
Robert E. Field, President

0103

5388

EXHIBIT A

Property Description

All that certain piece, parcel or tract of land, situate and lying in Horry County, South Carolina, and containing .51 acre, more or less, as shown and identified as Lot 5-B, on a plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B, Subdivided from Lot 5, Burning Ridge Medical Center, Parcel TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," dated October 7th, 1998, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County.

SAID piece, parcel or tract of land having such size, shape, dimensions, buttings, boundings, location, courses and distances as will by reference to said plat more fully and at large appear.

TOGETHER with right of access, ingress and egress in and to that certain 50' Private Access and Utility Easement shown on plat entitled, "Plat of New Lots 5A and 5B Subdivided From Lot 5 Burning Ridge Medical Center, Parcel TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," prepared by Associated Land Surveyors, Inc., dated October 16, 1998, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County, reference to which is craved for a more complete description.

BEING a portion of the premises heretofore conveyed to F.B.P., L.L.C., by deed of Marsh Grass, L.L.C., Mildred E. Meyer, Jr., and Darise M. Meyer dated August 7, 1998, and recorded August 7, 1998, in Deed Book 2062, at Page 501, Office of the Register of Deeds for Horry County.

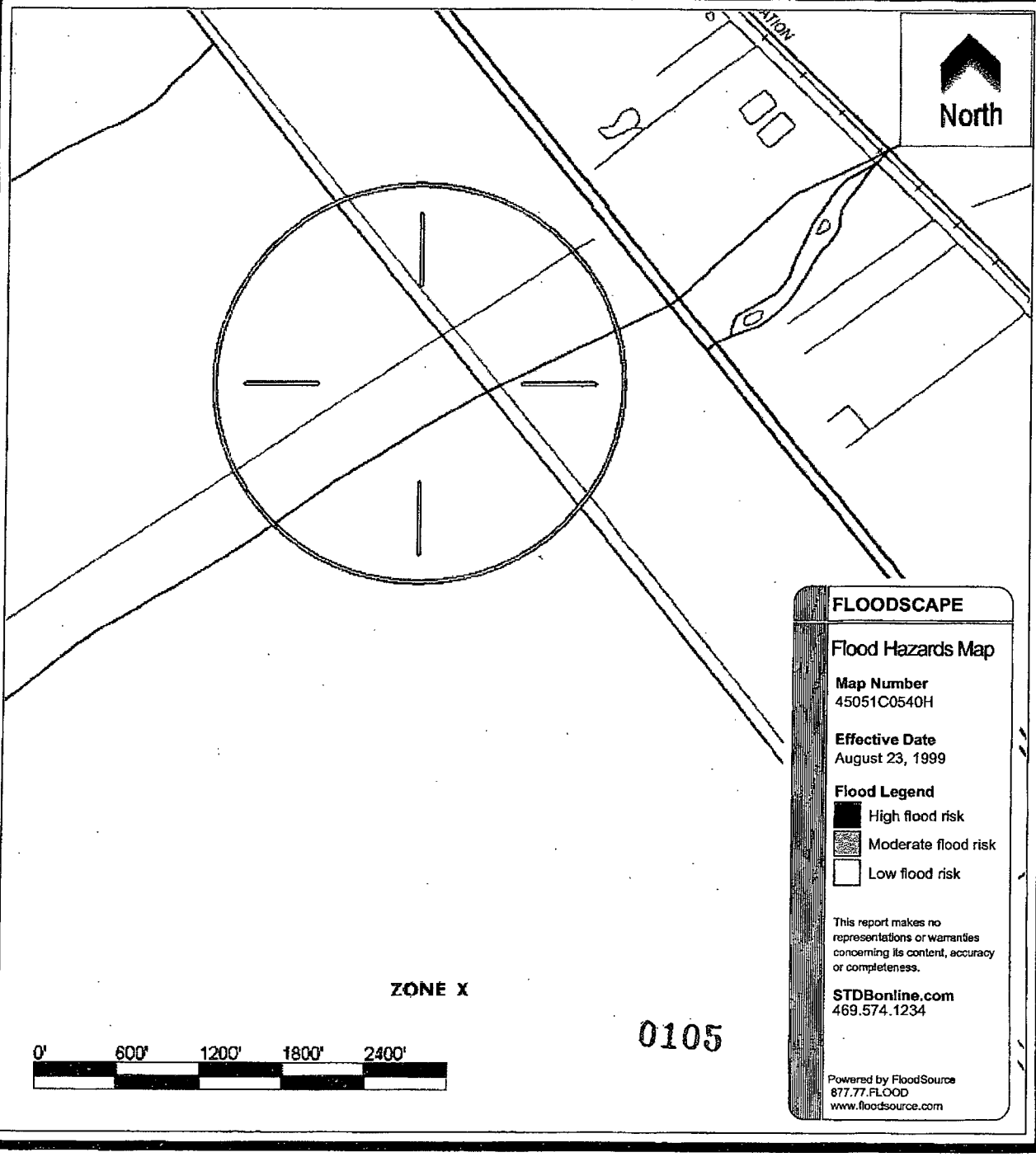
TMS No. 151-27-03-129
(Split from 151-27-03-096)

0104

R002731

STDBONLINE.com
FLOODSOURCE
FLOODSCAPE™

PROPERTY ADDRESS:
252 Myrtle Trace Drive Ext, Conway, SC 29526-8986



FLOODSCAPE

Flood Hazards Map

Map Number
45051C0540H

Effective Date
August 23, 1999

Flood Legend
- High flood risk
- Moderate flood risk
- Low flood risk

This report makes no representations or warranties concerning its content, accuracy or completeness.

STDBonline.com
469.574.1234

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

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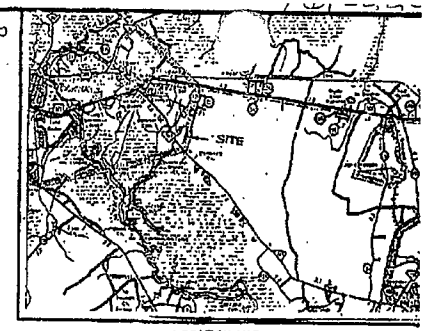
R002733

0106

161-220

99 APR 13 PM 2:39

R.M.C.



LOCATION MAP

GRAPHIC SCALE

(SCALE: 1" = 60')

N/F CONWAY HOSPITAL

N/F MYRTLE TRACE PHASE VIII-A
TMS: 151-27-03-084

LOT 5B
PARENT TMS: 151-27-03-096
22,125 sq.ft.
0.51 acres

LOT 5A
47,564 sq.ft.
1.09 acres
PARENT, TMS: 151-27-03-096

GRAND STRAND WATER & SEWER AUTHORITY
PUMP STATION #6
TMS: 151-27-03-096

50' PRIVATE ACCESS & UTILITY EASEMENT

MYRTLE TRACE DRIVE EXTENSION
(66' R/W)

NOTES:
1. THIS PROPERTY LOCATED IN FLOOD ZONE 'X' (NOT A FLOOD HAZARD ZONE) ACCORDING TO FIRM NO. 450010 0250 E DATED SEPTEMBER 29, 1988
2. THIS PROPERTY SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.
3. THIS PROPERTY IS ZONED GR PER HORRY COUNTY ZONING.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
5. REFERENCE PLAT: SURVEY BURNING RIDGE MEDICAL CENTER BY SURVTECH, INC. DATED JUNE 22, 1995.

CERTIFICATE OF EASEMENT DEDICATION
I/WE, AS PROPERTY OWNER/OWNERS OR A LEGAL REPRESENTATIVE THEREFORE, DO HEREBY CERTIFY THE EASEMENT SHOWN IS AS AGREED UPON, AND I/WE HEREBY DEDICATE THIS EASEMENT FOR THE USE STATED FOR PERPETUITY.
F.B.P., L.L.C.

GRANTOR Robert L. Field, M.D., President — DATE 1/25/99

GRANTOR — DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION
I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restrictions lines, and dedicate all streets, alleys, walks, parks and other open space to public or private use as noted.

DATE 1/25/99

OWNER Robert L. Field, M.D., President, F.B.P., L.L.C.

OWNER

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown here has been found to comply with the Subdivision Regulations for Horry County with the exception of such variances, if any, on the Plat and that it has been approved for recording in the office of the Clerk of Court.

DATE

CHAIRMAN, PLANNING COMMISSION

APPROVED FOR RECORDING
4-12-99

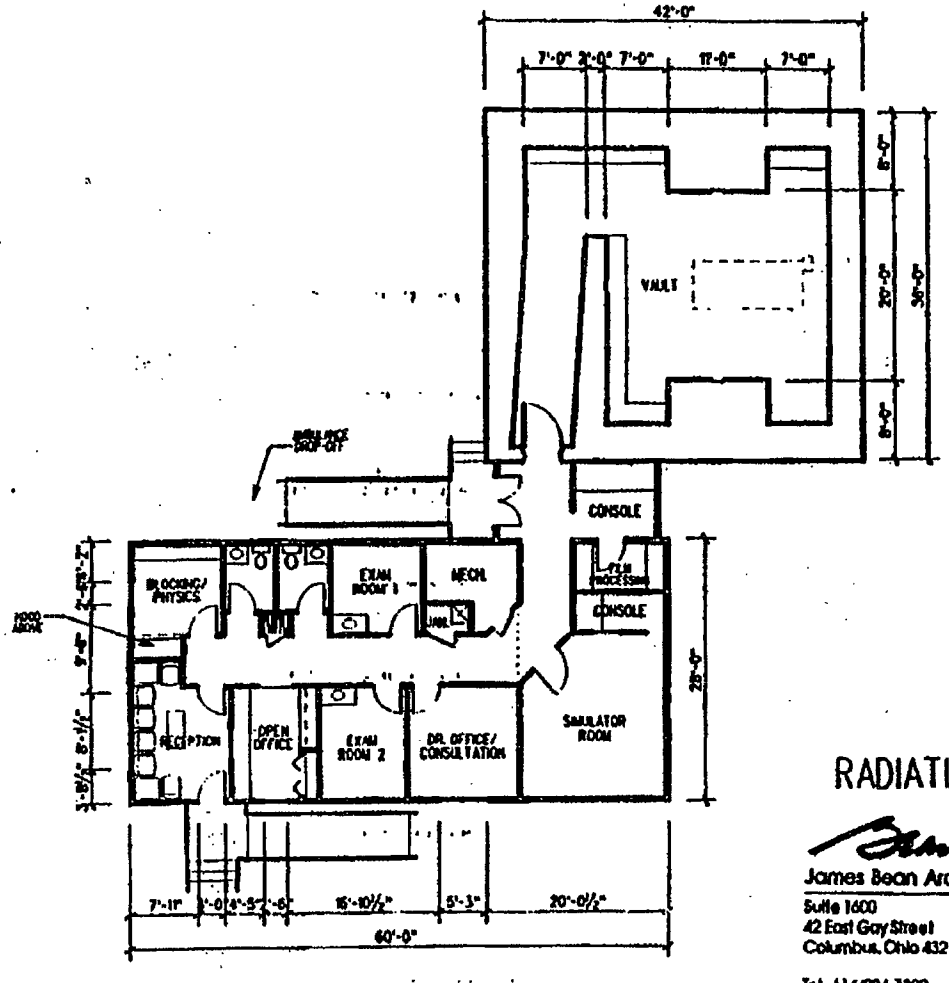
APPROVED FOR RECORDING
4-12-99

I hereby state that, to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a Class B survey as specified therein.
Associated Land Surveyors
a div. of Carlton Consulting Engineers, Inc.
By: Michael D. Oliver (agent)
Vice President
Date: 3 Sept. A.D. to 1998

PLAT OF
NEW LOTS 5A AND 5B
SUBDIVIDED FROM LOT 5
BURNING RIDGE MEDICAL CENTER
PARENT TMS: 151-27-03-096
CONWAY TOWNSHIP
HORRY COUNTY SOUTH CAROLINA
FOR
F.B.P. LLC

Associated Land Surveyors, Inc.

R002734



RADIATION THERAPY CENTER

• CONWAY •

SCALE: 1/16"= 1'-0"

0 5 10 15 25

James Bean Architect, Inc.
Suite 1600
42 East Gay Street
Columbus, Ohio 43215

Tel 614/224-7300
Fax 614/224-7099

0107

SUBJECT EXTERIOR PHOTOGRAPHS

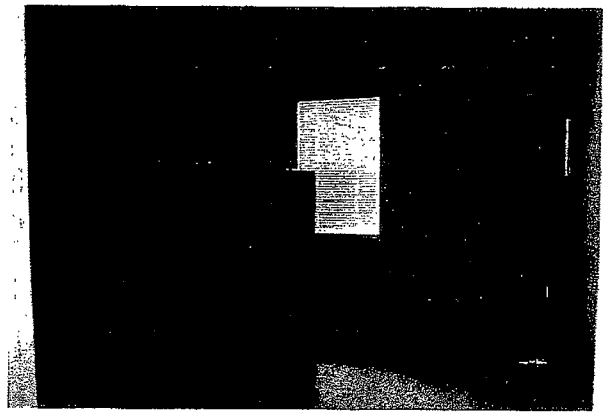


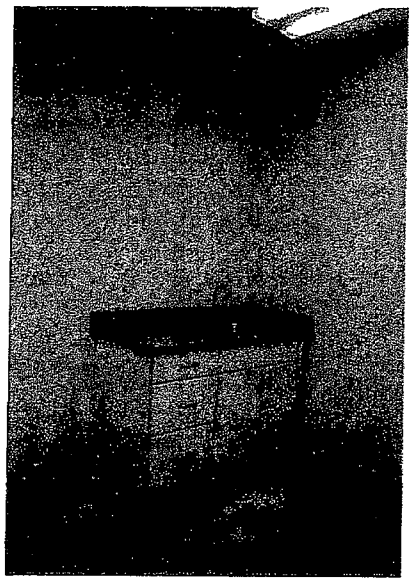


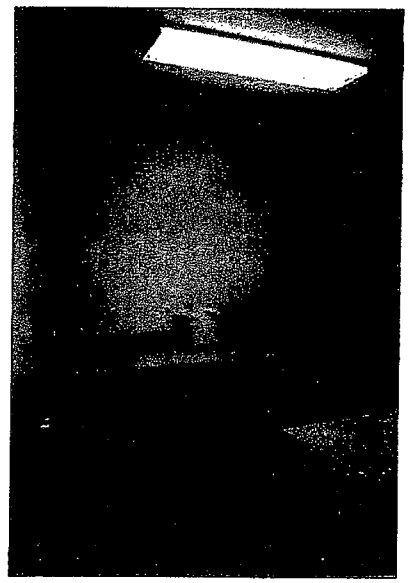


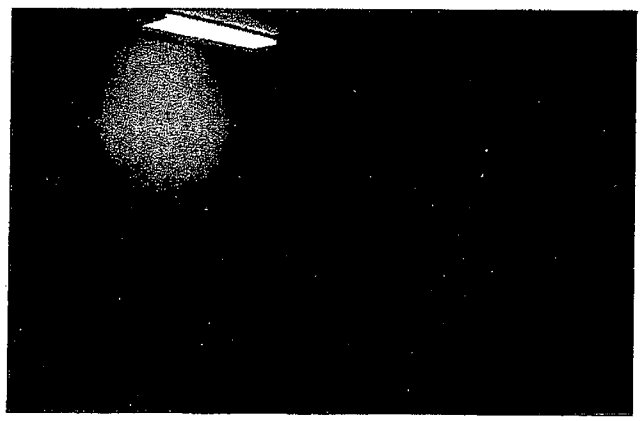
SUBJECT INTERIOR PHOTOGRAPHS











NOTICE REQUIRED BY SECTION 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective as of August 1, 2010, by and between RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Landlord"), and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, having its principal place of business at 4708 Oleander Drive, Myrtle Beach, South Carolina (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the rents hereinafter reserved and the covenants and agreements hereinafter expressed on the parts of the parties to be performed, the Landlord leases unto the Tenant, and the Tenant leases from the Landlord, the land and premises hereinafter described on the terms and conditions stated, to-wit:

1. LEASED PREMISES. The leased premises ("Leased Premises") are described on the attached Exhibit A and shown on the attached Exhibit A-1 and generally known as Burning Ridge Medical Lot 5B, Horry County Tax Parcel 151-27-03-129, 252 Myrtle Trace Drive, Conway, SC 29526.

2. TERM AND RENEWALS. TO HAVE AND TO HOLD the Leased Premises for and during the term (the "Initial Term") commencing on the date of this Lease set forth in the first paragraph of this Lease and expiring on the 31 day of July, 2015, unless sooner terminated as hereinafter provided. This Lease shall renew automatically for two additional five (5) year

terms (each hereinafter referred to as a "Renewal Term") (the Initial Term and any and all Renewal Terms, collectively, the "Term") each beginning on August 1st and expiring on the fifth (5th) succeeding July 31st unless (i) Tenant notifies the other in writing of its intent not to renew this Lease not less than 365 days prior to the end of the then current lease term; or (ii) Tenant is in default of its obligations under this Lease beyond the expiration of notice and cure periods as of the expiration of the then current term.

3. RENT. From the date hereof through July 31, 2011, Tenant shall pay to Landlord as rent for the Leased Premises the sum of Sixty Thousand and 00/100 ($60,000.00) Dollars per annum. Such rent shall be payable in equal monthly installments of Five Thousand and 00/100 ($5,000.00) Dollars per month (the "Base Monthly Rent"), payable in advance on the first day of every calendar month. Such Base Monthly Rent shall be adjusted as of the first day August, 2011, and on the first day of each August thereafter during the Term as hereinafter provided. The first such adjustment shall take place beginning August 1, 2011, with such first adjusted rental payment being due and payable on August 1, 2011, the resulting adjusted rental payment is hereinafter referred to as the "Adjusted Monthly Rent." Subsequent adjustments will take place and Adjusted Monthly Rent will be due as of the first of August of each year during the remainder of the Term.

Adjusted Monthly Rent will be the amount computed by a formula which uses the Consumer Price Index for All Urban Consumers, U.S. City Average (1982–84 = 100) unadjusted, "All items", as determined by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C., hereinafter referred to as the "CPI", as a basis for adjustment.

For the rent adjustment effective August 1, 2011, the "Base Month CPI" will mean the CPI for June, 2010, and the Adjustment Month CPI" will mean the CPI for June, 2011. For

subsequent rent adjustments, "Base Month CPI" will mean the CPI for the June that is 12 months prior to the August adjustment date, and "Adjustment Month CPI" will mean the CPI for the month of June immediately preceding the August adjustment date. The formula for computing each such Adjusted Monthly Rent will be:

$$\frac{\text{Adjustment Month CPI}}{\text{Base Month CPI}} \times \text{Existing Monthly Rent}$$

where Existing Monthly Rent is the rent in effect immediately prior to the adjustment.

Notwithstanding the foregoing, if Adjustment Month CPI is lower than Base Month CPI, then no such rent adjustment shall be made and rent shall continue at the same rate until the next adjustment date. In the event that the Adjustment Month CPI is not available on the due date of the Adjusted Monthly Rent payment, then the Tenant will pay an amount equal to the prior month's rent (Base Monthly Rent or Adjusted Monthly Rent, as the case may be), and the remainder of the Adjusted Monthly Rent will be due and payable within ten (10) days after the Adjustment Month CPI is made available.

Landlord shall deliver a written shall notice to Tenant specifying the Adjusted Monthly Rent; provided, however, that Landlord's failure to deliver such notice shall not waive Landlord's right to collect such Adjusted Monthly Rent. If Tenant fails to fully pay the Base Monthly Rent or Adjusted Monthly Rent within fifteen (15) business days after it is due, Tenant shall also pay:

(i) a late charge equal to 2 percent of the unpaid Base Monthly Rent or Adjustment Monthly Rent.

Notwithstanding the Adjusted Monthly Rent provisions set forth above, in the event the Adjusted Monthly Rent as of a Valuation Date (defined below) during the Term is less than the then current fair market rental value for the Leased Premises, then the Adjusted Monthly Rent as

of such date will be the fair market rental value for the Leased Premises, as determined by a real estate consultant (mutually agreeable to Landlord and Tenant) knowledgeable in leasing medical office properties. If the parties are unable to agree upon a real estate consultant, each party shall choose its own consultant and the average fair market rental value as determined by each consultant shall be the fair market rental value, but in no event shall that number be less than the Adjusted Monthly Rent as determined by the CPI adjustment method above. As used herein, "Valuation Date" shall mean each of the following dates: August 1, 2015 and August 1, 2020.

4. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations, additions, replacements or improvements to any portion of the Leased Premises without Landlord's prior written consent in each instance which consent shall not be unreasonably withheld. Upon any request by Tenant to make any alterations, additions, replacements or improvements in excess of $20,000, Landlord reserves the right to require Tenant to submit to Landlord plans and specifications for Landlord's review and reasonable approval. Landlord's failure to approve Tenant's plans within thirty (30) days after Tenant request shall be deemed an approval. Tenant shall, at Tenant's sole cost and expense, (i) promptly and with due diligence perform such alterations, additions, replacements and improvements in a good and workmanlike manner and with contractors reasonably approved in advance and in writing by Landlord, (ii) obtain all permits, approvals and certificates necessary for the commencement and completion of such alterations, additions, replacements and improvements, (iii) perform such alterations, additions, replacements and improvements in compliance with all applicable laws, ordinances, requirements, orders, rules and regulations and all insurance requirements, and (iv) pay to Landlord (and reimburse Landlord for) all actual and reasonable, out-of-pocket costs, expenses and fees incurred by Landlord in connection with such

alterations, additions, replacements or improvements (including in connection with reviewing any plans and/or specifications for such alterations, additions, replacements or improvements). Upon the expiration or earlier termination of this Lease, Tenant shall remove from the Leased Premises all furniture, equipment, trade fixtures and other personnel property owned and placed in or on said Leased Premises by Tenant, provided the same are removed without damage to the Leased Premises. All additions and improvements made on the Leased Premises by Tenant which have become affixed to the Leased Premises shall become and remain the property of Landlord without liability on the part of Landlord to pay for the same, and Tenant shall not be entitled to remove from the Leased Premises such fixed improvements and additions as made by Tenant or Landlord.

Notwithstanding anything contained in this Lease to the contrary, Landlord's consent shall not be required for (i) non-structural changes to the Leased Premises which cost less than $150,000 in each instance or (ii) minor changes to the Leased Premises such as painting, wall papering, installation of cabinets, shelves and any and all movable equipment, furniture, decorations, furnishings and other personal property that is not affixed to the Leased Premises, Tenant shall not be required to remove any alterations, installations, additions or improvements which have been approved by Landlord in accordance with this Lease.

5. USE OF PREMISES. The Leased Premises may be used by Tenant solely to operate a radiation oncology medical practice (and related medical services, the "Permitted Uses"), and is also subject to any restrictions, easements, liens or other encumbrances of record, including those Permitted Title Exceptions set forth on the attached Exhibit B. Landlord represents that to his knowledge, without inquiry, all construction of improvements on the Leased Premises has been done in compliance with all applicable building codes and regulations.

In the event that, pursuant to any action or direction of any governmental authority, the Certificate of Occupancy covering the Leased Premises is altered such that the use of the Leased Premises as permitted hereunder is prohibited, and accordingly Tenant is not be able to continue to use the Leased Premises for the conduct of its normal business operations, Tenant may contest by appropriate legal proceedings diligently conducted in good faith, at its own cost and expense, the validity or application of any such change in the Certificate of Occupancy with which Tenant is required to comply. Landlord shall use appropriate and reasonable efforts to assist Tenant with such contest. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said Leased Premises, and shall be required to make any required alterations to the Leased Premises to comply with law arising out of Tenant's particular manner of use of the Leased Premises.

Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the Lease Premises, and will not permit any act to be done or any condition to exist on the Leased Premises or any article to be bought thereon which may be dangerous, unless safe-guarded as required by law, or which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect to the Leased Premises, Tenant shall also fully and promptly comply with, at Tenant's sole cost and expense, all matters of record affecting the Leased Premises and with all laws, codes, ordinances, orders, regulations, permits, rules and zoning classifications affecting the Leased Premises.

Tenant acknowledges and agrees that neither Landlord nor any of Landlord's agents have made any representations or warranties (either express or implied) with respect to the Leased

Premises or the condition of the Leased Premises or any matter related to the Leased Premises, and Tenant accepts the Leased Premises in "AS IS" and "WHERE IS" condition, with all faults and defects (both known and unknown, including those Permitted Title Exceptions as set forth on the attached Exhibit B) except as expressly set forth herein. Tenant agrees that, by leasing the Leased Premises and taking or continuing possession of the Leased Premises, Tenant has examined the Leased Premises and has approved all matters concerning the Leased Premises which Tenant deems material to Tenant's leasing and use of the Leased Premises. Except as otherwise specifically set forth in this Lease, Landlord shall have no obligation to make any improvements, alterations, repairs or maintenance to the Leased Premises prior to or during the Term.

Tenant shall use the Leased Premises at Tenant's own risk. Landlord shall not be liable to Tenant or any of Tenant's employees, licensees, invitees or guests or any other person for any loss, injury or damage to property or person occasioned by theft, force majeure or any other cause. All property placed on, in or about the Leased Premises by, at the direction of, or with the consent of Tenant or any of Tenant's employees, agents, licensees or invitees shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever, except for Landlord's negligence or willful misconduct.

During the Term, Tenant covenants and agrees that Tenant and Tenant's employees, agents, invitees, licensees and contractors shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal,

state or local law, ordinance, rule or regulation related to the environment, health or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported or located on, in, under or about the Leased Premises in violation of applicable law. Landlord shall deliver possession of the Leased Premises to Tenant free and clear of all liens, encumbrances, open taxes or municipal violations, and to the best of Landlord's knowledge, no Hazardous Materials are present at the Leased Premises in material violation of applicable Environmental Law, Tenant covenants and agrees to remove and/or remediate at its sole cost any and all Hazardous Materials placed, disposed or otherwise released at the Leased Premises in violation of applicable Environmental Law during the Lease term, Tenant further covenants and agrees to indemnify, protect and save Landlord harmless from and against any and all damages, losses, costs (including reasonable removal or remediation costs), liabilities, obligations, penalties, claims, litigation, proceedings, or expenses of any kind or of any nature whatsoever (including reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, arising out of or in anyway connected with the presence of any Hazardous Materials on, in, under or affecting all or any portion of the Leased Premises, caused or existing on or after the Lease commencement date, Landlord covenants 'and agrees to remove and/or remediate at its sole cost any and all Hazardous Materials placed, disposed or otherwise released at the Leased Premises in violation of applicable Environmental Law prior to the Lease commencement date, Landlord further covenants and agrees to indemnify, protect and save Tenant harmless from and against any and all damages, losses, costs (including reasonable

removal or remediation costs), liabilities, obligations, penalties, claims, litigation, proceedings, or expenses of any kind or of any nature whatsoever (including reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, arising out of or in anyway connected with the presence of any Hazardous Materials on, in, under or affecting all or any portion of the Leased Premises, caused or existing prior to the Lease commencement date, or caused by the negligence or willful misconduct of Landlord or Landlord's agents, servants, employees, invitees or contractors during the Lease term.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign or sublet the Leased Premises, or any part thereof, without the written consent of the Landlord being first had and obtained, which consent shall not be unreasonable withheld. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to (i) assign this Lease or sublet all or a portion of the Leased Premises to an "affiliated entity" and/or (ii) sublet all or any portion of the Leased Premises to a physician, physician group, or professional corporation licensed to practice medicine in the State of South Carolina or to such other individuals or entities providing health-related services, without first obtaining Landlord's prior consent; and/or license use of the space to third party provided that Tenant continues to operate its business in the Leased Premises. For the purposes hereof, "affiliated entity" shall mean any entity that controls, is controlled directly or indirectly by, or is under common control with Tenant, or any entity into which Tenant may merge or consolidate with, whether or not Tenant survives such merger or consolidation, or any entity which acquires all or substantially all of the assets, stock, or other equity interest of Tenant, Tenant shall remain liable to Landlord under the terms of the Lease notwithstanding any assignment or subletting made pursuant to subsections (i) or (ii) above.

7. MAINTENANCE. During the entire Term, Tenant shall be responsible, at no cost or expense to Landlord, for maintaining and repairing the Leased Premises and keeping same in good condition and repair, including, without limitation, (i) all interior surfaces and all electrical, mechanical, sprinkler, plumbing, heating, ventilation, air conditioning and other systems and facilities, (ii) all exterior grounds, parking areas, accessways, walkways, lighting, landscaping and other similar facilities and improvements, (iii) all structural portions of the Leased Premises, including the roof, walls, foundation and columns, and (iv) all other portions of the Leased Premises including all glass, plate glass and signage. Tenant shall also be responsible, at no cost or expense to Landlord, for maintaining, repairing and replacing (as necessary) all equipment, machinery, furniture and fixtures. Tenant shall perform all of Tenant's repair, replacement and maintenance obligations under this paragraph in a good and workmanlike manner, in a first class manner and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements. Tenant's duty to maintain the heating, ventilation and air conditioning system shall include the duty to enter into and maintain, at Tenant's sole cost and expense and during the Term, a contract for the routine and periodic maintenance and regular inspection of such heating, ventilation and air conditioning system and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations. If Tenant fails to make any repairs or replacements or perform any maintenance for which it is responsible, within thirty (30) days after written notice thereof (or immediately in the event of an emergency), Landlord may, at its sole option, make the repairs or replacements or perform the maintenance and all costs and expenses thereof shall be paid by Tenant within ten (10) business days of demand, together with interest thereon at eighteen

percent (18%) per annum or the maximum then allowed by applicable law ("Interest Rate"). Upon Tenant's written request to Landlord, Landlord shall, at no cost or liability to Landlord and without any representation or warranty of any kind, assign to Tenant any warranties received by Landlord for any items required to be maintained by Tenant under this Lease. Landlord and its agents, employees and designees shall have the right at all reasonable times (and at anytime in the event of an emergency), after prior written or oral notice to Tenant and mutually agreeable times (except that no notice shall be required in an emergency), to enter the Leased Premises or any part thereof to inspect and examine the same, for the purpose of making any repairs to or within the Leased Premises, and for any other reasonable purpose. Landlord acknowledges that Tenant is a health care provider subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and in accordance therewith, Tenant is required to maintain the privacy of its patients. Landlord agrees to use commercially reasonable efforts to avoid contact with such confidential patient records or other information when access to the Leased Premises by Landlord is permitted hereunder, and Landlord shall be accompanied by an agent or employee of Tenant when entering the Leased Premises in accordance with the terms of this Lease.

Upon the expiration or earlier termination of this Lease, Tenant shall return to Landlord the Leased Premises and all parts, systems and components of the Leased Premises in working order and condition and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements. If, upon the expiration or earlier termination of this Lease, the Leased Premises and all parts, systems and components of the Leased Premises are not in working order and condition and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements, then,

Landlord may, at Landlord's election, make any necessary repairs or replacements to place the Leased Premises and all parts, systems and components of the Leased Premises in good working order and condition and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements. Tenant shall reimburse Landlord for such costs within twenty (20) days of demand therefor. Tenant's obligations and liabilities under this paragraph shall survive the expiration or earlier termination of this Lease.

8. PAYMENT OF TAXES. Within thirty (30) days of Landlord's written request to Tenant, Tenant shall pay to Landlord (or as Landlord shall otherwise direct) as follows: (i) one hundred percent (100%) of the Real Estate Taxes (as defined below) levied, charged or assessed against or upon the buildings and improvements located on the Leased Premises during the Term, "Real Estate Taxes" means any and all real estate taxes, general and special assessments, sewer charges and all other governmental and quasi-governmental taxes, assessments, fees, charges and impositions and all assessments, fees or charges. Tenant shall also pay, prior to delinquency and to the applicable taxing authority, all taxes, assessments, fees, impositions and charges assessed against or attributable to (a) Tenant's business operations at the Leased Premises, (b) the use or occupancy of the Leased Premises, (c) the rent payable under this Lease, and (d) any personal property, equipment, machinery, inventory, fixtures or trade fixtures located within, on or about the Leased Premises.

9. UTILITIES. Tenant shall be responsible, at Tenant's sole cost and expense, for the furnishing and payment of all utilities and services related to the Leased Premises, including the security system, heat, air conditioning, gas, water and sewer, electricity, and any public utilities, during the entire Term. Tenant shall be responsible, at Tenant's sole cost and expense,

for all maintenance, repairs and replacements of the security system, heating and air conditioning system and all other systems and facilities serving the Leased Premises. Notwithstanding the foregoing or anything to the contrary contained in this Lease, the interruption or termination of any utilities or services serving the Leased Premises from any cause shall not (a) render Landlord liable in any respect unless same is the result of Landlord negligence or willful misconduct, (b) be construed as an eviction of Tenant, (c) result in an abatement of rent or any other sum due and payable pursuant to this Lease, or (d) relieve Tenant from any of Tenant's obligations hereunder (including the prompt and full payment of rent).

10. FIRE AND EXTENDED COVERAGE INSURANCE. The Tenant, throughout the term of this Lease agrees to take out and maintain at Tenant's sole expense fire and extended coverage insurance (comparable to those currently maintained by Tenant under current lease with Steve Bass, the policy limits and coverage amounts will be adjusted according to the differences in building valuation, given the with additional coverage from time to time against loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the improvements) on the building or buildings located on or hereafter constructed on or upon the Leased Premises in the amount of the full insurable value thereof. The Landlord shall be named as an insured party (as Landlord's interest may appear) and copies of the policy or policies will be furnished to the Landlord and be held by Landlord throughout the Term of this Lease. The amount of such insurance shall be deemed adequate to fulfill the requirements of this paragraph unless Landlord notifies Tenant within ten (10) days after receipt of said policy or policies of any deficiency therein. In any case, the underwriter's determination of the full insurable value shall be binding on the parties hereto.

11. DAMAGE. In the event the improvements now existing or hereafter erected upon the Leased Premises shall be totally destroyed or damaged to the extent of fifty (50%) percent or more of the value thereof by fire or other casualty, the Tenant may elect within thirty (30) days after such damage to terminate this Lease by giving Landlord written notice of such termination and thereupon both parties shall stand released of and from all liabilities under this Lease, except that the Landlord shall be entitled to all proceeds of insurance provided for under the policy or policies of fire and extended coverage insurance provided for herein. If the improvements shall suffer damage to any extent less than fifty (50%) percent of the value thereof, or if Tenant does not elect to terminate as aforesaid, then the Tenant agrees to proceed promptly and without expense to the Landlord to repair the damage or restore the improvements until said Leased Premises are completely reinstated or restored. Rent as provided for herein will not abate during such restoration period. In such event the total amount collected under any policy or policies of fire and extended coverage insurance shall be utilized by Tenant in order to complete said restoration. Any additional amounts necessary to complete such restoration shall be the sole responsibility of Tenant.

12. INDEMNIFICATION. Tenant agrees to indemnify, defend and save Landlord harmless (except in the event of sole negligence on the part of Landlord, its employees, or agents or their willful misconduct, acts or omissions) against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of any business operated by Tenant in or on the Leased Premises or from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease Agreement or from any act of negligence of Tenant, Tenant's agents, contractors, servants,

employees, sublessees, concessionaires, invitees, licensees or trespassers in or about the Leased Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the sole risk of Tenant. Tenant agrees to pay and discharge any mechanic's, materialmen's, or other lien against the Leased Premises or Landlord's interest therein claimed in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Tenant, provided that Tenant may contest such lien claim upon furnishing to Landlord such indemnification for the final payment and discharge thereof by bonding at Tenant's election, together with the costs and expenses of defending the same, as Landlord may reasonably require. Nothing contained in this Lease Agreement shall be so construed as to in any way subject Landlord's interest in the Leased Premises to any such lien.

Landlord shall not be liable to Tenant for any damage occasioned by plumbing, electrical, gas, water, steam or other utility pipes, ' systems and facilities or by the bursting, stopping, leaking or running of any tank, washstand, closet or waste or other pipes in or about which they are apart, unless directly resulting from facilities controlled and maintained by Landlord and from Landlord's act or neglect; nor, for any damage occasioned by water being upon or coming through the roof, skylight, vent, trapdoor, or otherwise unless resulting from Landlord's act or neglect.

13. LIABILITY INSURANCE. During the Term, Tenant shall, at Tenant's sole cost and expense, keep in full force and effect the following policies of insurance: (i) commercial general liability insurance with respect to the use and occupancy of the Leased Premises

covering death, bodily injury, personal injury and property damage, with a contractual liability endorsement and with limits not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence and with Landlord and Landlord's designees and mortgagees named as additional insureds thereunder; (ii) workers' compensation insurance in the amount required by the laws of the State of South Carolina for the benefit of Tenant's employees; (iii) special extended coverage property insurance (ISO Causes of Loss Special Form) covering all perils generally included in the classification "all risks" covering all personal property, equipment, machinery, inventory and trade fixtures owned or leased by Tenant and located in, on or about the Leased Premises, in an amount not less than one hundred percent (100%) of the full replacement cost thereof; (iv) special extended coverage property insurance (ISO Causes of Loss Special Form) covering all perils generally included in the classification "all risks" covering the Facility and all buildings and improvements comprising part of the Leased Premises, in an amount not less than one hundred percent (100%) of the full replacement cost thereof and with Landlord (and at Landlord's election, Landlord's mortgagee, if any) named as an additional insured thereunder (the "Facility Property Insurance"); (v) business interruption insurance sufficient to cover Rent and other sums due from Tenant under this Lease for a period of one (1) year; (vi) umbrella liability coverage in an amount equal to at least Ten Million and no/100 Dollars ($10,000,000,00) in excess of the commercial general liability coverage set forth in provision (i) above; and (vii) any other insurance reasonably required by Landlord or Landlord's mortgagee. (b) Within fifteen (15) days after the date hereof and at least ten (10) days prior to the expiration of any policy of insurance Tenant is obligated to carry under this Lease, Tenant shall furnish Landlord a copy of said policy of insurance or an ACCORD Form 27 and such evidence that the

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premiums for said insurance for the ensuring year of coverage are paid as Landlord shall reasonably require.

All insurance policies required to be maintained by Tenant under this Lease shall (i) provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance, (ii) be issued by insurance companies authorized and licensed to do business in the State of South Carolina, with a policy holders rating of no less than "AX" in the most current edition of Best's Insurance Reports, (iii) contain annual deductibles not to exceed $10,000.00, which shall be paid solely by Tenant (including without limitation, in the event Tenant terminates the Lease in accordance with the provisions of Section 11), (iv) provide thirty (30) days prior notice of cancellation or material modification to all parties named therein as insured or additional insured and (v) be otherwise in a form reasonably acceptable to Landlord and Landlord's mortgagee.

If Tenant fails to obtain any of the insurance required under this Lease or fails to maintain the same in full force and effect continuously during the Term, then Landlord shall have the immediate right to obtain such insurance, and Tenant shall reimburse Landlord upon demand for all costs and expenses of obtaining such insurance.

14. DEFAULT. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant, or any successor or assignee of Tenant while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

(c) If Tenant shall fail to pay Landlord (or as Landlord has otherwise directed) any rent or other charges when the rent or charges shall become due, and shall continue such failure for a period of ten (10) days after notice thereof Landlord to Tenant. If Landlord notifies Tenant of Tenant's failure to pay Rent or any other charges more than three (3) times during the Term, then no further notice or cure period shall be applicable and an event of default without notice or cure shall have occurred.

(d) If Tenant shall fail to perform or comply with any of the agreements, covenants or conditions of this Lease and if the nonperformance shall continue for a term of thirty (30) days after notice thereof by Landlord to Tenant, or, if the performance cannot be reasonably had within the thirty-day period, Tenant shall not in good faith have commenced performance within the thirty-day period and shall not diligently proceed to completion of performance.

(e) If Tenant shall vacate or abandon the Leased Premises for more than ninety (90) days or shall fail to comply with or observe any of the agreements or covenants set forth herein.

(f) Any default shall occur under any guaranty of Tenant's obligations under this Lease.

In the event of any default under this Lease, the rights of Landlord shall be, in addition to all rights and remedies otherwise available under this Lease, at law or in equity, as follows:

(a) Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than ten (10) days notice of the cancellation and termination. At the expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default. If Landlord makes a payment on behalf of Tenant or if Landlord incurs any cost or expense on behalf of Tenant or to cure or remedy any Tenant default, then Tenant shall immediately reimburse Landlord for said payment, costs or expenses and said payment, costs or expenses shall accrue interest from the time of payment at the rate equal to the lesser Interest Rate, and the amount thus due shall constitute additional rent hereunder.

(c) Landlord may re-enter the Leased Premises, after giving Tenant not less than ten (10) days written notice of such re-entry, and may remove the property and personnel of Tenant, and store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. After re-entry, Landlord may terminate the Lease on giving ten (10) days'

written notice of termination to Tenant. Without such notice, re-entry will not terminate the Lease. On termination, Landlord may recover from Tenant all damages resulting from breach.

(d) After re-entry, Landlord may re-let the Leased Premises or any part thereof for a any term without terminating this Lease, at a rent and on the terms that Landlord may choose.

Notwithstanding anything to the contrary contained in this Lease or law, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages or Tenant's damages in the event of a default by Tenant under this Lease, either by attempting to relet the Leased Premises or otherwise.

15. NOTICES. All notices required to be given to Landlord hereunder shall be sent by registered or certified mail to and all rent payments shall be made to Landlord at:

4708 Oleander Drive
Myrtle Beach, South Carolina 29577

or to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by registered or certified mail.

All notices required to be given to Tenant shall be sent by registered or certified mail to Tenant at:

c/o 21st Century Oncology, LLC
2234 Colonial Boulevard
Fort Meyers, Florida 33907

with a copy to:

4708 Oleander Drive
Myrtle Beach, South Carolina 29577

or to such other address as Tenant may direct from time to time by written notice forwarded to Landlord by registered or certified mail.

16. HOLDING OVER. In the event Tenant continues to occupy the Leased Premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Landlord elects to accept the rent thereafter, a tenancy from month to month only shall be created and not for any longer period of time.

17. NON-DISTURBANCE. Landlord shall use commercially reasonable efforts to obtain from all present and future ground-lessors and mortgagees a non-disturbance agreement in form and substance reasonably satisfactory to Tenant which provides that, so long as Tenant not be in default in the payment of the rent and additional rent and the performance and observance of all material covenants, conditions, provisions, terms and agreements to be performed or observed by Tenant under this Lease, the holder of such ground leases and mortgages shall not interfere with, hinder or molest Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Leased Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease. The lien of any such ground lease or mortgage shall not cover Tenant's property or other trade fixtures or personal property located in or on the Leased Premises. Landlord represents to Tenant that, as of the date hereof, there are no mortgages encumbering the Leased Premises.

18. MISCELLANEOUS. The Lease and all provisions hereof shall be subject to the following:

(a) The article and paragraph headings shall not be deemed to contain the subject matter nor be considered in the interpretation thereof, it being understood that the headings are for convenience and not for the purpose of interpretation.

(b) This instrument or any part thereof is not to be construed as a joint enterprise, a partnership, or any other relationship except that of Landlord and Tenant under provisions of the Lease contained in this instrument.

(c) The parties hereto agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

(d) No amendment or modification of this instrument shall be binding or effective unless it shall be in writing properly executed by the parties hereto. The terms, covenants, agreements and conditions contained herein constitute the entire agreement between the parties. No oral statement or prior written matter shall have any force or effect.

(e) Each and all of Tenant's agreements herein contained are conditions. The time of the performance of each such agreement is of the essence of this instrument and the strict performance of each such agreement shall be a condition precedent to the right of Tenant to remain in possession of the Leased Premises or to have this Lease continue in effect. The various rights, elections, powers and remedies of Landlord contained in this Lease shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

(f) If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this instrument or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this instrument shall be valid and enforced to the fullest extent permitted by law.

(g) This Lease may be executed for the convenience of the parties in several counterpart originals, each of which is in all respects identical to the other and complete. All counterparts, containing the signature of all parties to this Lease shall be deemed a valid and binding instrument for the purposes contained herein.

(h) Whenever the word "Tenant" or "Landlord" is used in this Lease it shall be deemed to include all the parties referred to as Tenant or Landlord on the first page of this Lease and all of said parties hereby agree to be jointly and severally liable and obligated for all the obligations of "Tenant" or "Landlord" under this instrument.

Subject to the provisions contained in this Lease, this instrument shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

19. BINDING AGREEMENT. The provisions contained herein shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

20. RIGHT TO AQUIRE PROPERTY:

(a) During the Term and if Tenant is not otherwise in default hereunder, Tenant shall have the right to acquire the leased premises under the terms and conditions set forth in this Section 20. The Tenant may, at its option, acquire the property after completion of the third lease year (August 1, 2013) for the higher of $600,000.00 or FMV as obtained by Landlord from an MAI Appraisal (the "FMV"). Landlord may at its option, offer the property for sell to the Tenant, at which point it will have 30 days to accept offer. If Tenant elects not to purchase, then Tenant foregoes his option to purchase and Landlord can proceed with selling the property to a third party. Assuming Tenant purchases property, at closing, Landlord will deliver

a limited warranty deed conveying good and marketable fee simple title to the Landlord Parcel, subject only to the Permitted Title Exceptions, provided that Landlord Seller shall be obligated to remove or discharge any mortgage or other monetary lien affecting the Landlord Parcel. In the event Tenant does not exercise its rights as set forth under this Section 20, Tenant's rights under this Section 20 shall forever terminate.

(b) Tenant may record a memorandum of this right to acquire in the Office of the Horry County Register of Deeds. If recorded, Tenant agrees to withdraw recording at its expense, if the rights terminate as specified in this section.

IN WITNESS WHEREOF, RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, has executed these presents, and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, as Tenant, by and through its proper officers, has caused these presents to be executed in its Association name as of the day and year first above written.

IN THE PRESENCE OF:

Landlord:

RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company

_____ By:_____

_____

Tenant:

Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company

_____ By:_____

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, Sign, Seal and as his Act and Deed deliver the within written LEASE AGREEMENT; and that s/he with the second witness witnessed the execution thereof.

_____

SWORN to before me this 3rd
day of May, 2010.

_____
Notary Public for South Carolina

My Commission Expires: _____

IN WITNESS WHEREOF, RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, has executed these presents, and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, as Tenant, by and through its proper officers, has caused these presents to be executed in its Association name as of the day and year first above written.

IN THE PRESENCE OF:

Landlord:

RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company

_____ By:_____

_____

Tenant:

Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company

_____ By:_____

_____

STATE OF FLORIDA)
)
COUNTY OF LEE)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, Sign, Seal and as his Act and Deed deliver the within written LEASE AGREEMENT; and that s/he with the second witness witnessed the execution thereof.

_____

SWORN to before me this
day of May, 2010.

_____
Notary Public for Florida

My Commission Expires: _____

EXHIBIT A

LEASED PREMISES

(being TMS# 151-27-03-129)

All that certain piece, parcel or tract of land and the improvements thereon, situate, lying in Horry County South Carolina, and containing .51 acre, more or less, as shown and identified as Lot 5-B, on a plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B , Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., LLC" dated October 10, 1998 and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County.

Said piece, parcel or tract of land having such size, shape, dimensions, buttings, boundings, location, courses and distances as will by reference to said plat more fully and at large appear.

Together with right of access, ingress and egress in and to that certain 50' Private Access and Utility Easement shown on plat entitled "Plat of New Lots 5A and 5B Subdivided from Lot 5 Burning Ridge Medical Center, Parent TMS 151-27-02-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," prepared by Associated Land Surveyors, Inc., dated October 10, 1998 and recorded in Plat Book 161 at page 220, Office of the Register of Deeds for Horry County, reference to which is craved for a more complete description.

Being the premises heretofore conveyed to RSB Conway Medical Properties, LLC by deed of SCROC, LLC dated March 29, 2007 and recorded March 29, 2007 in Deed Book 3232, page 1775, Office of the Horry County Register of Deeds.

TMS No. 151-27-03-129

EXHIBIT A-1

See attached sketch/plat showing the Leased Premises

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Taxes and storm water fees for the year 2010 and all subsequent years, a lien not yet due and payable.

2. Restrictions contained in Deed from International Paper Realty Corporation to Halford E. Meyer, Jr., dated August 1, 1996, recorded August 30, 1996 in Book 1886 at Page 859, Office of the Horry County Register of Deeds.

3. Restrictions contained in Deed from Halford E. Meyer, Jr. to Denise M. Meyer (1/2 interest) dated November 26, 1996, recorded November 26, 1996 in Book 1904 at Page 218, Office of the Horry County Register of Deeds.

4. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated August 30, 1978 , recorded September 22, 1978 in Book 623 at Page 125, Office of the Horry County Register of Deeds.

5. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated June 18, 1976 , recorded December 7, 1976 in Book 570 at Page 145, Office of the Horry County Register of Deeds.

6. Utility easements granted to the Grand Strand Water and Sewer Authority by deed of International Paper Realty Corporation dated August 11, 1983, recorded December 28, 1983, in book 841 at page 712, Office of the Horry County Register of Deeds.

7. Easement for Right of Way granted to south Carolina Public Service Authority by deed of F.B.P., L.L.C., dated August 25, 1999, recorded October 22, 1999 in book 2201 at Page 289, Office of the Horry County Register of Deeds.

8. Matters of survey as shown on plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B, Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, south Carolina, for F.B.P., LLC," dated January 25, 1999, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County, as follows:

   (a) 20' GSW&SA Right of Way Easement along the northeastern boundary;

   (b) 40' x 100' Access Easement for Temporary Turn Around on the Northwestern boundary;

   (c) Building setbacks.

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9. Matters of survey as shown on plat by Robert A. Warner & Associates, Inc., entitled, "As-built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr., Prepared for Matthews Radiation Oncology, Inc.," dated January 18 2005, as follows:

   (a) 20' GSW&SA Right of Way Easement along the northeastern boundary;

   (b) 40' x 100' Access Easement for Temporary Turn Around on the Northwestern boundary;

   (c) Transformer Conc. Pad and AC Conc. Pads adjacent to the Medical Center;

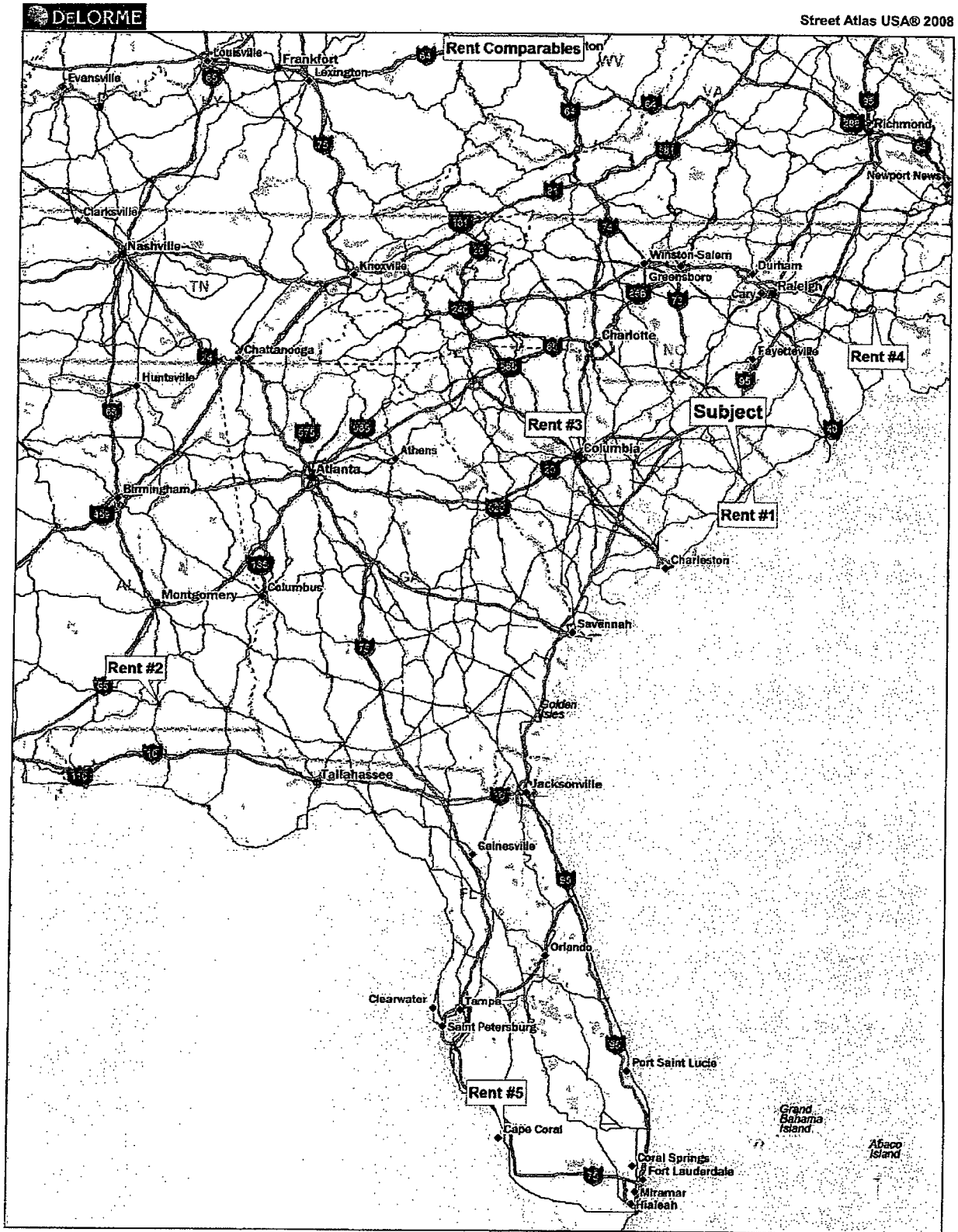
   (d) Wood Fence along the southwestern boundary,

   (e) Ditch traversing the northeastern boundary;

   (f) Building setbacks.

10. Matters of survey occurring subsequent to the plat by Robert A. Warner & Associates, Inc., entitled, "As-Built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr., Prepared for Matthews Radiation Oncology, Inc.," dated January 18, 2005.

11. Wetlands as shown on plat by Sur-Tech, Incorporated, entitled, "Survey of Burning Ridge Medical Center for International Paper Realty Corporation, Conway Township, Horry County, South Carolina" dated June 22, 1995, and recorded August 7, 1996 in Plat Book 142 at Pate 1, Office of the Register of Deeds for Horry County..


DeLORME
Street Atlas USA® 2008
Rent Comparables
Rent #1
Rent #2
Rent #3
Rent #4
Rent #5
Subject
Louisville
Frankfort
Lexington
Evansville
Clarksville
Nashville
TN
Knoxville
Chattanooga
Huntsville
Atlanta
Athens
Birmingham
Montgomery
Columbus
AL
GA
Tallahassee
Jacksonville
Gainesville
FL
Orlando
Clearwater
Tampa
Saint Petersburg
Cape Coral
Port Saint Lucie
Coral Springs
Fort Lauderdale
Miramar
Hialeah
Grand Bahama Island
Abaco Island
Richmond
Newport News
Winston-Salem
Greensboro
Durham
Raleigh
Cary
Charlotte
NC
Fayetteville
Columbia
Charleston
Savannah
Golden Isles
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www.delorme.com
MN (5.7°W)
0142
Scale 1 : 6,000,000
1" = 94.70 mi
Data Zoom 5-1

Office Rent Survey Information #1

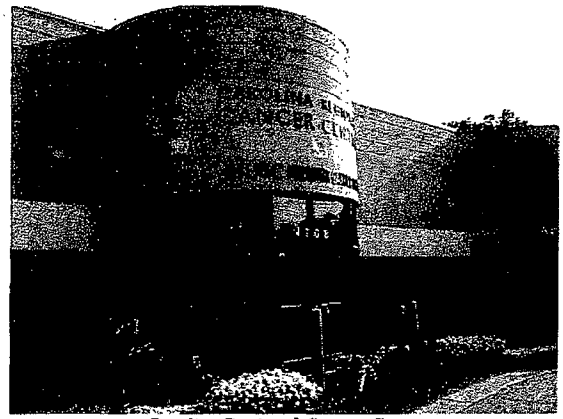
Property Sub Type: Radiation Oncology Center
Integra Realty Resources Sarasota-Record # 1615

Property Information

Property Name:	Carolina Regional Cancer Center
Street Address:	4708 Oleander Drvie
City:	Myrtle Beach
County:	Horry
State:	SC
Zip Code:	29577
MSA:	Myrtle Beach MSA
Submarket:	Myrtle Beach

Improvement Information

Gross Bldg. Area (SF):	26,743
Net Rentable Area (SF):	24,979
No. Stories:	2
Elevators / Count:	/
Sprinklered:	
Typical Floor Plate (SF):	
Const. Type / Quality:	Masonry/
Building Class:	
Year Built / Renovated:	1980/2008
Condition (Ext / Int):	/
Parking Type:	Surface Parking
Amenities:	2 Radiation therapy vaults



Carolina Regional Cancer Center

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Rental Information

Asking Rental Rate/SF:	$17.68
Lease Type:	NNN
Typical Term (years):	20 (2-5 yr options)
TI Allowance/SF:	
Date of Rent Survey:	6/21/2010
Surveyed By:	C. Smith

Overall Building Occupancy

Total SF Available:	24,979
Occupancy %:	100%

Remarks

Carolina Regional Cancer Center is a specialty medical office and cancer treatment center, located in the business district of Myrtle Beach. The building has a specialty build out for a TomoTherapy, two radiation therapy vaults and a CT simulator.

Office Rent Survey Information #2

Property Sub Type: Medical Office
Integra Realty Resources Sarasota

Property Information

Property Name:	Mizell Memorial Hospital
Street Address:	802 North Main St.
City:	Opp
County:	Covington
State:	AL
Zip Code:	36467
MSA:	
Submarket:	Opp

Improvement Information

Gross Bldg. Area (SF):	3,600
Net Rentable Area (SF):	3,600
No. Stories:	3
Elevators / Count:	/
Sprinklered:	
Typical Floor Plate (SF):	
Const. Type / Quality:	
Building Class:	
Year Built / Renovated:	
Condition (Ext / Int):	
Parking Type:	
Amenities:	



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Rental Information

Asking Rental Rate/SF:	$16.67
Lease Type:	NNN
Typical Term (years):	Extended w/o expiration
TI Allowance/SF:	
Date of Rent Survey:	9//2010
Surveyed By:	C. Smith

Overall Building Occupancy

Total SF Available:	3,600
Occupancy %:	100%

Remarks

This a radiation oncology center in Opp, Alabama, leased to RXTX, dba 21st Center Oncology. Rent increases are based on FMV return calculation at each renewal.

0144

Office Rent Survey Information #3

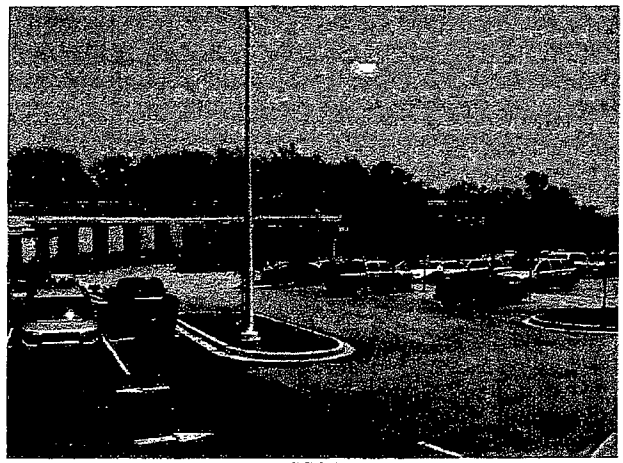
Property Sub Type: Specialty Medical Office
Integra Realty Resources Sarasota-Record # 1042

Property Information

Property Name:	SCOA
Street Address:	166 Stoneridge Drive
City:	Columbia
County:	Richland
State:	SC
Zip Code:	29210
MSA:	Columbia
Submarket:	Columbia

Improvement Information

Gross Bldg. Area (SF):	124,029
Net Rentable Area (SF):	119,932
No. Stories:	3
Elevators / Count:	Y/3
Sprinklered:	Y
Typical Floor Plate (SF):	
Const. Type / Quality:	Steel frame/Good
Building Class:	A
Year Built / Renovated:	2004/2007
Condition (Ext / Int):	Good/Good
Parking Type:	Surface and Below Ground
Amenities:	Radiation vaults, infusion stations



SCOA

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Rental Information

Asking Rental Rate/SF:	$24.05
Lease Type:	NNN
Typical Term (years):	20
TI Allowance/SF:	Turnkey
Date of Rent Survey:	6/22/2010
Surveyed By:	C. Smith

Overall Building Occupancy

Total RSF:	119,932
Occupancy %:	100%

Remarks

Freestanding MOB dedicated to cancer care. Facility includes 4 radiation vaults. Facility is master leased by SCOA, with differential rates applied to specialty and office areas. Below-grage parking garage is designed to accommodate expansion of facility with mechanicals and electric conduits in place.

Office Rent Survey Information #4

Property Sub Type: Medical Office

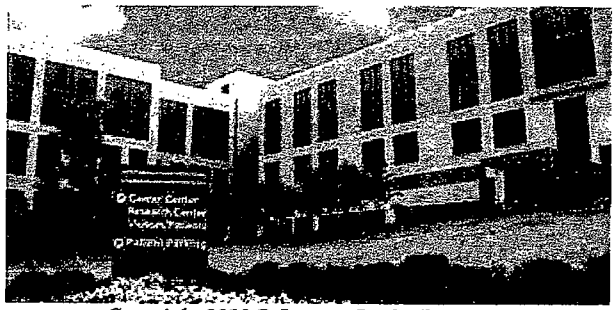
Integra Realty Resources Sarasota-Record # 1608

Property Information

Property Name:	Cancer Treatment Center
Street Address:	900 W. Faris Blvd.
City:	Greenville
County:	Greenville
State:	SC
Zip Code:	29605
MSA:	Greenville/Spartanburg MSA
Submarket:	Greenville/Spartanburg

Improvement Information

Gross Bldg. Area (SF):	
Net Rentable Area (SF):	105,435
No. Stories:	4
Elevators / Count:	Yes/
Sprinklered:	
Typical Floor Plate (SF):	
Const. Type / Quality:	Masonry/
Building Class:	
Year Built / Renovated:	2005/
Condition (Ext / Int):	/
Parking Type:	Covered and Surface Parking
Amenities:	Signage



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Rental Information

Asking Rental Rate/SF:	$17.42
Lease Type:	NNN
Typical Term (years):	15
TI Allowance/SF:	
Date of Rent Survey:	6/21/2010
Surveyed By:	C. Smith

Overall Building Occupancy

Total SF Available:	105,435
Occupancy %:	100%

Remarks

Property is part of a multi-property (16 building Healthcare Trust of America Inc) sale on 9/18/2009. Building is a multi-tenant medical building located on the Greenville Medical Campus. The seller of this property has leased it back, since they occupy the property. There is a ground lease on the property.

0146

Office Rent Survey Information #5

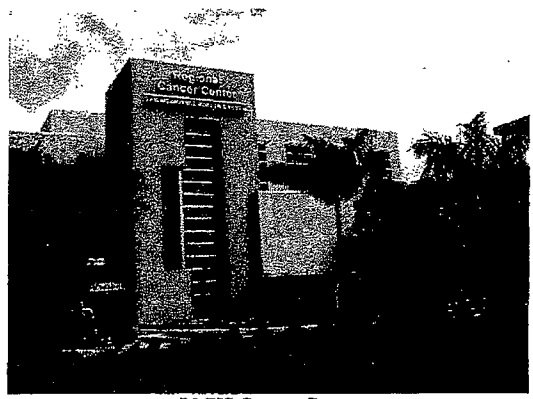
Property Sub Type: Medical Office Building
Integra Realty Resources Sarasota-Record # 759

Property Information

Property Name:	LMHS Cancer Center
Street Address:	Colonial Blvd. & I-75
City:	Fort Myers
County:	Lee
State:	FL
Zip Code:	33913
MSA:	Fort Myers MSA
Submarket:	Fort Myers

Improvement Information

Gross Bldg. Area (SF):	63,128
Net Rentable Area (SF):	59,312
No. Stories:	4
Elevators / Count:	Yes/
Sprinklered:	
Typical Floor Plate (SF):	
Const. Type / Quality:	Masonry/Good
Building Class:	A
Year Built / Renovated:	2009/
Condition (Ext / Int):	Good/Good
Parking Type:	Surface
Amenities:	



LMHS Cancer Center

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Rental Information

Asking Rental Rate/SF:	$28.05
Lease Type:	Triple Net
Typical Term (years):	25 (2 – 10 yr options)
TI Allowance/SF:	
Date of Rent Survey:	6/22/2010
Surveyed By:	Secondary Sources

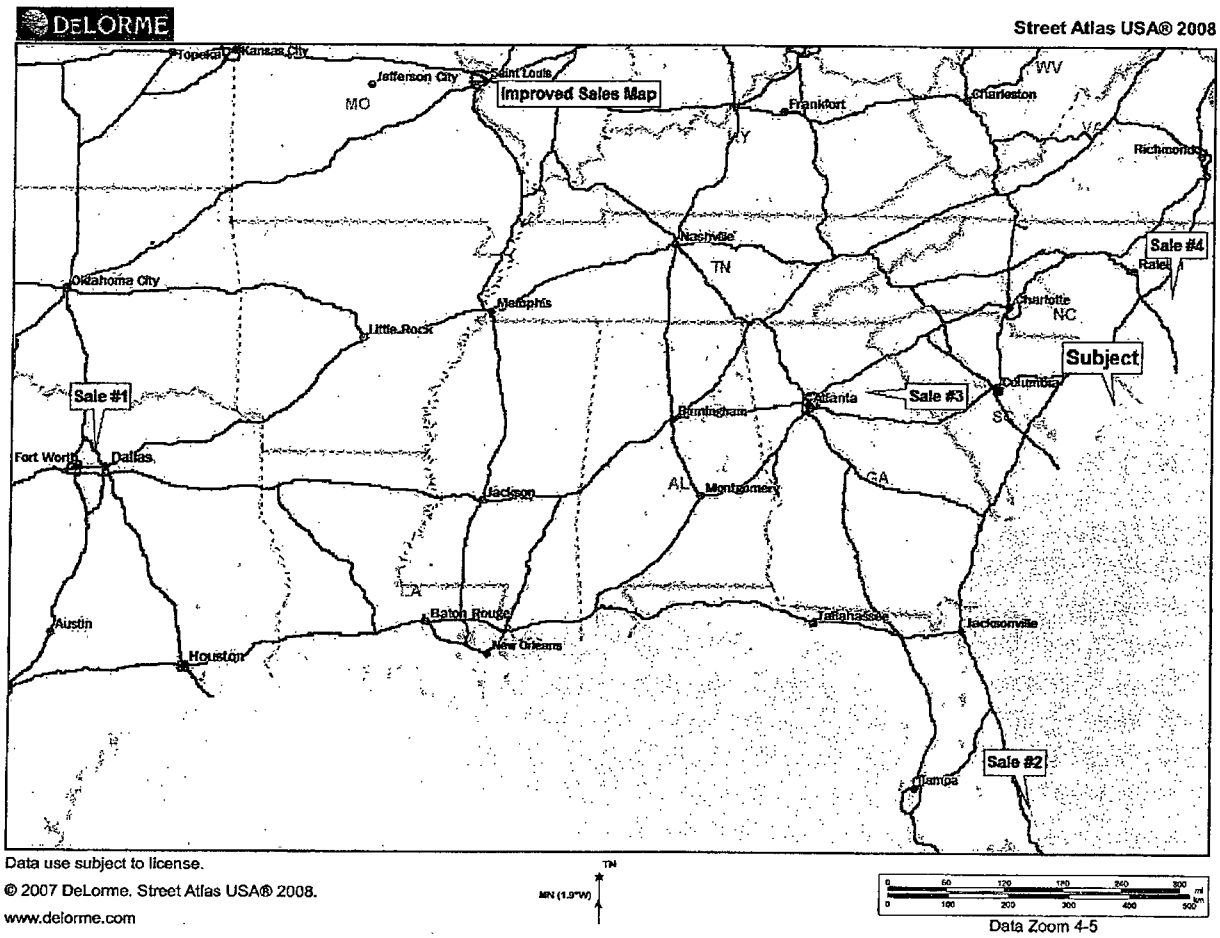
Overall Building Occupancy

Total SF:	59,312
Occupancy %:	100%

Remarks

LMHS Cancer Center is a freestanding MOB dedicated to cancer. Lease rate does not include vaults, which were constructed as Tenant Improvements.

0147


DeLORME
Street Atlas USA® 2008
Improved Sales Map
Topeka
Kansas City
Jefferson City
Saint Louis
MO
WV
Charleston
Frankfort
KY
Richmond
Nashville
TN
Sale #4
Raleigh
Oklahoma City
Memphis
Little Rock
Charlotte
NC
Subject
Sale #1
Atlanta
Sale #3
Columbia
SC
Birmingham
Fort Worth
Dallas
Jackson
AL
Montgomery
GA
LA
Baton Rouge
Austin
Houston
New Orleans
Tallahassee
Jacksonville
Sale #2
Tampa
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TN
MN (1.9°W)
Data Zoom 4-5

0148

Improved Sale Information #1

Property Sub Type: Medical Office Improved Sale
Integra Realty Resources Sarasota -Record # 1731

Property Information	
Property Name:	US Oncology Cancer Treatment Center
Street Address:	2790 Lake Vista Drive
City:	Lewisville
County:	Denton
State:	TX
Zip Code:	75067
MSA:	Dallas MSA
Submarket:	Lewisville
Tax ID:	
Legal Description:	



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Improvement Information	
Gross Bldg. Area (SF):	18,000
Net Rentable Area (SF):	18,000
Usable Area (SF):	
No. Stories:	1
Elevator / Count:	/
Sprinklered:	N
Typical Floor Plate (SF):	
Const. Type / Quality:	Masonry /
Building Class:	
Year Built / Renovated:	2000 /
Condition (Int / Ext):	/
Amenities:	
Parking Type:	Surface Parking

Sale Information	
Sale Price:	$4,800,000
Adjusted Sale Price:	$4,800,000
Closing Date:	7/1/2010
Grantor:	Balfour Concord
Grantee:	Healthcare Trust of America Inc.
Terms of Sale:	Cash to seller
Property Rights:	
Document No.:	
Confirmed By:	Secondary Sources
Occupancy % at Sale:	100

Land Information	
Land Area (Acres/SF):	2.6 Acres/ 112,820 SF
Floor Area Ratio:	0.16
Zoning:	/
Frontage 1:	
Topography:	
Landscaping:	

Operating Income	Overall	Per SF of NRA
Net Operating Inc:		

Sale Analysis	
Adjusted Price/SF of NRA:	$266.67
Capitalization Rate:	8.50%

Comments

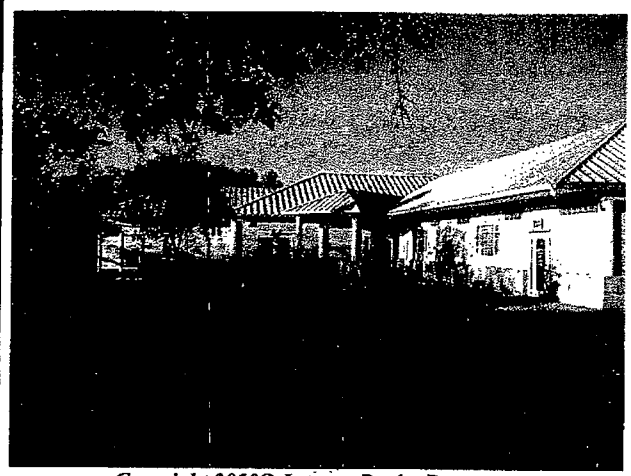
Sale of a 18,000 SF Single tenant oncology treatment center in Lewisville, which is a northern suburb of Dallas. The building is located on 2.59 acres and is 100% leased to Physician Reliance, LP (US Oncology Holdings).

0149

Improved Sale Information #2

Property Sub Type: Medical Office Improved Sale
Integra Realty Resources Sarasota -Record # 1612

Property Information	
Property Name:	Hope Imaging
Street Address:	1850 37th Street
City:	Vero Beach
County:	Indian River
State:	Florida
Zip Code:	32960
MSA:	Sebastain-Vero Beach MSA
Submarket:	Vero Beach
Tax ID:	32392600010014000190.0
Legal Description:	Geoffrey Sub – lengthy legal



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Improvement Information	
Gross Bldg. Area (SF):	5,317
Net Rentable Area (SF):	4,712
Usable Area (SF):	4,712
No. Stories:	1
Elevator / Count:	None
Sprinklered:	Yes
Typical Floor Plate (SF):	4,712
Const. Type / Quality:	Masonry / Good
Building Class:	B
Year Built / Renovated:	2000 /
Condition (Int / Ext):	Average
Amenities:	Imaging Center
Parking Type:	Surface Parking

Sale Information	
Sale Price:	$1,400,000
Adjusted Sale Price:	$1,400,000
Closing Date:	1/26/2010
Grantor:	Leslie P. Waller
Grantee:	Hope Real Estate Development, LLC
Terms of Sale:	Cash to seller
Property Rights:	Fee Simple
Document No.:	OR Book 2398/1454
Confirmed By:	J Butler
Occupancy % at Sale:	100%

Land Information	
Land Area (Acres/SF):	0.85 Acres/ 37,050 SF
Floor Area Ratio:	14.35%
Zoning:	MED
Frontage 1:	37th Street
Topography:	Level
Landscaping:	Typical

Operating Income

	Overall	Per SF of NRA
Net Operating Inc:	108,500	$23.02

Sale Analysis	
Adjusted Price/SF of NRA:	$297.11
Capitalization Rate:	7.75%

Comments

Property is a Medical Imaging Center with speciality buildout for an MRI, CT and X-Rays. The property is located just east of US-1 on 37th Street, down the street from the Indian River Hopsital and it what would be generally referred to as the medical district of Vero Beach. The space was previously operated as Indian River MRI, and is now operated as Hope Imaging through a merger. The recorded sale price was confirmed by Dave Webb, the loan officer with 1st United Bank in Vero Beach. The loan officer stated that the deal was supported by a 7.75% capitalization rate but the lease was renogotiated for the MRI space based on the transaction and the debt service, making the actual rate much higher. He also stated that a lawyer and another physician subleased a small amount of space within the building.

Improved Sale Information #3

Property Sub Type: Medical Office Improved Sale
Integra Realty Resources Sarasota -Record # 1612

Property Information	
Property Name:	MRI & Imaging of Athens
Street Address:	845 Prince Ave.
City:	Athens
County:	Clarke
State:	GA
Zip Code:	30606
MSA:	Athens MSA
Submarket:	Athens
Tax ID:	
Legal Description:	



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Improvement Information	
Gross Bldg. Area (SF):	3,095
Net Rentable Area (SF):	3,007
Usable Area (SF):	3,007
No. Stories:	1
Elevator / Count:	None
Sprinklered:	Yes
Typical Floor Plate (SF):	3,007
Const. Type / Quality:	Masonry / Good
Building Class:	B
Year Built / Renovated:	1998
Condition (Int / Ext):	Average/Average
Amenities:	Imaging center
Parking Type:	Surface Parking

Sale Information	
Sale Price:	$1,050,000
Adjusted Sale Price:	$1,050,000
Closing Date:	3/1/2010
Grantor:	MN MQ, LLC
Grantee:	Jake Waters Family, L.P.
Terms of Sale:	Cash to seller
Property Rights:	Fee Simple
Document No.:	OR Book 3716/360
Confirmed By:	J Butler
Occupancy % at Sale:	100%

Land Information	
Land Area (Acres/SF):	0.48 Acres/ 20,909 SF
Floor Area Ratio:	14.38%
Zoning:	C3-Commercial
Frontage 1:	Prince Avenue
Topography:	Level
Landscaping:	Minimal landscaping

Operating Income

	Overall	Per SF of NRA
Net Operating Inc:	$97,710	$32.49

Sale Analysis

Adjusted Price/SF of NRA:	$349.19
Capitalization Rate:	9.31%

Comments

This property is a medical imaging center located down the street from Athens Regional Medical Center in Athens, Georgia. The space has speciality build out for imaging machines. This sale was part of a sale leaseback portfolio of investments from MedQuest. The rental rate and capitalization rate were based off the CPI adjusted rental rate. The lease expries in 2016.

Improved Sale Information #4

Property Sub Type: Medical Office Improved Sale
Integra Realty Resources Sarasota -Record # 1732

Property Information	
Property Name:	Wayne Radiation Oncology
Street Address:	2802 McLamb Pl
City:	Goldsboro
County:	Wayne
State:	NC
Zip Code:	27534
MSA:	
Submarket:	Goldsboro
Tax ID:	
Legal Description:	3610321366

Improvement Information	
Gross Bldg. Area (SF):	5,503
Net Rentable Area (SF):	5,503
Usable Area (SF):	
No. Stories:	1
Elevator / Count:	/
Sprinklered:	
Typical Floor Plate (SF):	
Const. Type / Quality:	Masonry /
Building Class:	B
Year Built / Renovated:	1990
Condition (Int / Ext):	/
Amenities:	
Parking Type:	Surface Parking

Land Information	
Land Area (Acres/SF):	0.8 Acres/ 35,917 SF
Floor Area Ratio:	0.15
Zoning:	/
Frontage 1:	
Topography:	
Landscaping:	



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Sale Information	
Sale Price:	$1,100,000
Adjusted Sale Price:	$1,100,000
Closing Date:	7/31/2009
Grantor:	Kevin J. Kerlin, et ux
Grantee:	Mid-South Investments, LLC
Terms of Sale:	Cash to seller
Property Rights:	Fee Simple
Document No.:	2722/485
Confirmed By:	Secondary Sources
Occupancy % at Sale:	

Operating Income	Overall	Per SF of NRA
Net Operating Inc:		

Sale Analysis	
Adjusted Price/SF of NRA:	$199.89
Capitalization Rate:	

Comments

0152

Assumptions

1. The appraisal represents the best opinion of the evaluator as to the values of the estates specifically defined within the report in the described property, as of date of valuation. The terms relied on are defined in the appraisal report. In appraisals in which prospective value is estimated, it is disclosed that while analysis was made of market trends in evidence as of the valuation date, the appraiser has no responsibility for events subsequent to the valuation date which were undisclosed or unforeseeable which may alter market conditions prior to the anticipated date of the conditions precedent to the prospective valuation estimate.

2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

3. The property is appraised free and clear of any and all liens or encumbrances unless otherwise stated.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government, or private entity, or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

6. No matter affecting the value of subject location has been knowingly withheld or omitted. Value conclusions stated are conditioned upon consistent ownership and full marketability of all parcels described.

7. The appraiser herein certifies that, to the best of his knowledge and belief, statements contained in this appraisal, and upon which the opinions expressed herein are based, are correct, subject to limiting conditions set forth herein.

8. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property.

9. Illustrations in this report, if any, represent an approximate ground plan of the site to assist reader in visualizing the property. No responsibility is assumed in conjunction to the engineering or survey provided.

10. No test borings of the land were made or caused to be made by the appraisers. Soil of the parcel under appraisement appears firm and solid, and subsidence in the area is unknown or uncommon. The appraisers, however, do not warrant against this condition or occurrence.

11. Cost estimates of improvements, if any, were prepared in conjunction with figures published by Marshall Valuation Service and/or Means Square Foot Cost Service.

12. Physical condition of improvements described herein is based on visual inspection. No responsibility for the soundness of structural members or other unapparent conditions is assumed, since no engineering tests were made on same.

13. All value estimates have been made contingent on zoning regulations and land use constraints in effect as of the date of appraisal and based on information furnished by proper authorities.

14. It is assumed any easements noted in the surveys provided were in existence and contemplated when development plans were established; therefore, they were not considered to have a detrimental effect on valuation.

15. Distribution of total valuation between land and improvements applies only under the existing program of utilization. Separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. This appraisal report covers the premises herein described only. Neither figures herein, nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

17. Certain data used in compiling this report was furnished by the client. This data is assumed to be reliable, and, verified when possible. No representations are herein provided as to correctness or accuracy.

18. A diligent effort was made to verify each comparable sale. However, since many of the principals reside out of state, it was impossible to verify each sale. Verification was made by reference to Public Records or other documents available to confirm information regarding the sale. Specific differences from this policy are noted in the report and the resulting action assessed.

19. Consideration for preparation of this appraisal report is payment by the client of all charges due appraiser in connection therewith. Any responsibility of appraiser for any part of the report is conditioned upon full payment.

20. No responsibility is assumed for matters legal in character, nor is any opinion rendered herein as to title which is assumed to be good and merchantable. It is assumed the property is free and clear of liens and encumbrances, except as enumerated herein, and under responsible ownership and management on the appraisal date.

21. The tracts that, according to survey, map, or plat, indicate riparian rights and/or littoral rights, are assumed to go with the property unless easements of record are found by appraiser to the contrary.

22. Date of value to which conclusions and opinions expressed in this report apply, as set forth in the report. Further, the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American dollar existing on that date.

23. Appraiser assumes no responsibility for economic or physical factors which may affect the opinions herein stated occurring at some date after the date of the letter transmitting this report.

24. Appraiser reserves the right to make such adjustments to the valuation herein report, as may be required by consideration of additional data or more reliable data that may become available.

25. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

26. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not the subject is impacted by or in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

27. Value estimates reported herein are specifically predicated on consistency of construction, marketing and management proposals supplied and relied upon with actual performance. These value estimates therefore, particularly prospective estimates, should not be relied upon until verification that forecasted events which underlie that estimate have actually been achieved in accordance with and in conformity to the forecasts supplied in this report.

28. If consideration has been given in this appraisal to specified items of personalty included and described herein, which, at the request of the client, they are to be considered an estimate of tangible assets in the property valuation.

29. This appraisal is subject to satisfactory completion of the proposed improvements described in the report, if applicable. Construction shall be in substantial conformity with plans and specifications included in report. These plans and specifications are assumed to show the intent of the owner or builder; however, no responsibility is assumed for their correctness.

30. Indicated demand which may result from this appraisal is not represented as a statistically valid indication of demand. Demand is related to marketing, consumer education, appropriate design, and other factors which cannot be expressed within this analysis. The information provided presents an outline of quantitative factors considered indicative of projected requirements associated with demand potential.

31. Demographic analysis is based on data provided by the Claritas On-Line Data Service of the National Planning Data Corporation, the U.S. Census, and other governmental agencies or sources as disclosed, and is considered accurate and reliable. No representation is made as to accuracy or statistical validity; however, for purposes of this analysis, accuracy is assumed.

32. Information regarding competitive pricing, unit counts, occupancy, and absorption were obtained from marketing or management entities associated with the cited properties. Because of the competitive nature of these facilities, accuracy cannot be assured. These figures are assumed to approximate actual figures, and were therefore used within this analysis.

PROFESSIONAL QUALIFICATIONS OF
CRAIG L. SMITH, MAI

EXPERIENCE:	Craig L. Smith is a Practice Leader with the National Senior Housing and HealthCare Practice of Integra Realty Resources, an international valuation and counseling firm with more than 55 offices in the United States and Canada. He was founder and President of Smith-Parke & Company, Inc., a Real Estate Evaluation and Advisory Firm founded in 1982, specializing in health and long-term care facilities. Mr. Smith holds a graduate degree in Real Estate, has completed Post Graduate Legal Education, holds the MAI designation with the Appraisal Institute, and is a Certified Instructor for a number of national organizations. Mr. Smith has served on the Board of Directors for the Retirement Housing Council for more than 10 years and has served in similar capacities with other National Organizations including The National Association of Senior Living Industries. Mr. Smith and his firm have been involved in providing consultation and advisory services on more than 3,500 projects around the United States, including Hospitals, Nursing Homes, Assisted Living, Rental Retirement and Continuing Care Communities. Mr. Smith serves on the Advisory Board of the College of Public Health and Health Professions at the University of Florida and on the Advisory Board for the Florida Smart House.
PROFESSIONAL ACTIVITIES:	Member: Appraisal Institute (MAI) License : State Certified General Real Estate Appraiser License No. RZ786 (FL); AG043568 (CA); 6368 (GA); 1201005325 (MI); 46000041335 (NY); 442908 (Ohio); 4001 005871 (VA)
EDUCATION	Master of Arts Degree in Real Estate, University of Florida, graduated Phi Kappa Phi. Bachelor of Science, Business Administration, Florida Technological University, Cum laude. Major: Marketing; Specialization: Market Research.
RECENT COURSES AND SEMINARS	Panelist/Instructor: Introduction to Real Estate Appraisal: Manatee Junior College, Bradenton, FL. Association of Senior Living Industries, Appraising Retirement Housing: National Real Estate Development Center, Convention. Financing Retirement Communities: Retirement Housing Council. Health of the Retirement Housing Industry: Retirement Housing Council, Conference. Restructuring Troubled Retirement Communities: Retirement Housing Council. Management/Budgeting in Long Term Care: Retirement Housing Council. Valuations of Health Care Business: Florida Institute of Certified Public Accountants. Healthcare Business Valuation: Florida Institute of Certified Public Accountants. Feasibility/Market Selection for ALF/Long Term Care Development: Retirement Housing Council. Valuation and Assessment of Health Care Facilities - IAAO Market Feasibility of CCRC and Rental Retirement – Florida Hospital Association In-Home Telemonitoring: A Case Study in Successful Implementation: ICADI (International Conference on Aging, Disability and Independence)

QUALIFICATIONS OF JOSEPH B. ROSEN, MAI, SRA, ASA

REAL ESTATE APPRAISER AND CONSULTANT
1717 Laurel Street, P.O. Box 28, Columbia, SC 29202-0028
Phone: 803/252-9321 Fax: 803/765-9889

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

MAI – Designation – Appraisal Institute (Certificate No. 8941)
SRPA – Senior Real Property Appraiser membership in the Appraisal Institute
SRA – Senior Residential Appraiser membership in the Appraisal Institute
ASA – Accredited Senior Appraiser, American Society of Appraisers
RM – Residential Member in the Appraisal Institute (Certificate No. 2252)
State Certified General Real Estate Appraiser – South Carolina, Cert. # CG177
State Certified General Real Estate Appraiser – North Carolina, Cert. # A1786
State Certified General Real Property Appraiser – Georgia, Cert. # 6888
Licensed as a Real Estate Broker by the State of South Carolina
Past President (1988-89) SREA Chapter #194 of the Society of Real Estate Appraisers
Realtor Member of Columbia, South Carolina and National Board of Realtors.
Member of The Appraisal Section of the National Association of Realtors

EDUCATION

Univ. of S. C. Graduate 1977 – Bachelor of Science in Finance – Real Estate.
Recent Seminars: (2005 to Present)
Contact the appraiser for seminar list from 1978 through 2004
Easement Valuation, Course 403 02/05
Appraisal of Commercial Properties in Declining Markets 04/05
Appraising Convenience Stores 06/05
Real Estate Investment and Development 01/06
Highest & Best Use Analysis 4/06
National USPAP Update 5/05 and 4/06
Fair Housing 5/06
Inverse Condemnation 1/07
Uniform Appraisal Standards for Federal Land Acquisitions (16 Hrs.) 1/07
The Valuation of Wetlands 7/07
Analyzing Distressed Real Estate 1/08
Legal Terminology & Non Tax Statutes that Affect the Assessor 4/08
Spotlight on USPAP: Common Errors and Issues 7/08
Valuation of Conservation Easements 8/08
SC Real Property Reform Act of 2006 1/09
Appraisal Challenges: Declining Markets and Sales Concessions 1/09
Appraisal Curriculum Overview 3/09
National USPAP Update 5/09
Business Practices and Ethics 5/09
Appraising Distressed Commercial Real Estate 1/10
Spotlight on USPAP – Agreement for Services-Instructions 1/10
Understanding and Testing DCF Valuation Models – Pt. 1, 7/10
Appraisal Institute Courses Completed and passed exams:
Basic Appraisal Principles Methods and Techniques, Course 1-A, 1979
Capitalization Theory and Techniques Part A and B, Course 1BA and 1BB, 1987
Residential Valuation Course 8-2, Standards of Professional Practice Part A, 1995; Part B, 1996; Part C, 1999
Report Writing and Valuation Analysis 2-2, 1989
Case Studies in Real Estate Valuation 2-1, 1990
Litigation Valuation Overview 700 – 1999
Condemnation Appraising: Advanced Topics & Applications 720 – 1999
Business Practices and Ethics, Course 420 – 2003

PROFESSIONAL EXPERIENCE

Real Estate Appraiser for Harvey J. Rosen, SRA, since July 1973. Assignments completed for banks, business firms, government agencies, corporations and individuals includes: lots, acreage, resort lots, condominiums, residences (560 SF to 12,000 SF), multi-family, office buildings, car washes, churches, medical buildings, radio towers, service stations, restaurants, convenience stores, warehouses, commercial properties, partial and total acquisitions, and easements.
Qualified and testified as Expert Witness on Real Estate Valuation before the Court of Common Pleas in Richland, Lexington and Kershaw Counties, Master's Court for Richland County, Family Court for Richland County and Lexington County and U.S. Bankruptcy Court in Columbia, South Carolina.

REPRESENTATIVE MAJOR CLIENTS SERVED

Bank of America	Carolina First Bank	Lexington Medical Center	Wachovia Bank of SC
BB&T	First Citizens Bank	SCDOT	
Burroughs & Chapin	First Community Bank	USC	

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04/10

South Carolina
Department of Labor, Licensing and Regulation

Real Estate Appraisers Board

Mark Sanford
Governor

Adrienne Riggins Youmans
Director

110 Centerview Drive
Post Office Box 11847
Columbia, SC 29211-1847
Phone: (803) 896-4400
FAX: (803) 896-4404
www.llr.state.sc.us

TEMPORARY PRACTICE PERMIT

Pursuant to the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act and Section 40-60-110 of the South Carolina Real Estate Appraiser Registration, License, and Certification Act, this Real Estate Appraiser's Temporary Practice Permit is hereby issued to:

NAME: **CRAIG SMITH**

STATE OF RESIDENCE: **FL**

APPRAISER CLASSIFICATION: **CERTIFIED GENERAL APPRAISER**

LICENSE/CERTIFICATE NUMBER IN RESIDENT STATE: **RZ786**

The above named appraiser has satisfied the qualifications of the South Carolina Real Estate Appraisers Board and is hereby granted a TEMPORARY PRACTICE PERMIT. This permit shall expire upon the completion date of the appraisal assignment described below.

APPRAISAL ASSIGNMENT

Medical Office/Cancer Center located at 252 Myrtle Trace Drive, Conway, SC

Beginning Date: 09/14/2010 Ending Date: 03/14/2011

SOUTH CAROLINA TEMPORARY PRACTICE PERMIT NUMBER: 2010187

Persons granted a TEMPORARY PRACTICE PERMIT shall not advertise or otherwise hold themselves out as being a South Carolina State Certified or State Licensed Real Estate Appraiser.

September 14, 2010

John R. Pitts
Administrator

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EXHIBIT 6

Letter from Architect Documenting Costs

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March 8, 2011

BOWERS ELLIS & WATSON ARCHITECTS, P.A.

STEVEN W. BOWERS AIA
JOHN S. ELLIS AIA
W. MICHAEL WATSON AIA

168 PATTON AVENUE
ASHEVILLE, NC 28801

828/236-9992

facsimile:
828/236-9996

e-mail:
info@bewarch.com

web site:
www.bewarch.com

Mr. Ricardo Andisco
Radiation Therapy Services, Inc.
2234 Colonial Blvd.
Ft. Myers, FL 33907

RE: Carolina Regional Cancer Center, 252 Myrtle Trace Drive, Conway, SC 29526

Dear Ricardo:

I am writing this letter to serve as our proposal for architectural and engineering services, probable construction cost and timetable on the above referenced project. It is as follows:

1.	Parking Lot / Ambulance Access	$ 62,163.00
2.	Roofing	$ 36,890.00
3.	Framing	$ 58,130.00
4.	HVAC	$ 31,440.00
5.	Electrical	$ 73,530.00
6.	Chiller	$ 39,050.00
7.	Plumbing	$ 20,188.00
8.	Casework	$ 44,576.00
9.	Shielding	$131,820.00
10.	Flooring	$ 38,850.00
11.	Painting	$ 14,867.00
Subtotal:		$551,504.00
	General Conditions / Overhead / Profit	$110,380.00
	Contingency	$ 50,000.00
	Project Coordination	$ 30,000.00
	Executive Management	$ 15,000.00
Total Construction Cost:		$756,884.00
	Architectural & Engineering	$ 68,000.00
	Reimbursable Travel, Mailing, etc.	$ 19,000.00
TOTAL PROBABLE PROJECT COST		$843,884.00

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TIMETABLE

Begin Design.....	August 1, 2011
Complete Design.....	August 15, 2011
Receive Bids.....	Sept. 1, 2011
Begin Construction.....	Oct. 15, 2011
Complete Construction.....	Dec. 15, 2011

If you have any questions, please do not hesitate to contact me.

Sincerely,

BOWERS, ELLIS & WATSON ARCHITECTS, PA

Steven W. Bowers, AIA

SWB/tw
11009\proposal.l

STATE OF SOUTH CAROLINA
STEVEN BOWERS
Asheville, NC
3689
REGISTERED ARCHITECT

STATE OF SOUTH CAROLINA
BOWERS, ELLIS & WATSON, ARCHITECTS, P.A.
ASHEVILLE, NC
C-88005
REGISTERED ARCHITECTS

EXHIBIT 7

Quotation and Purchase Order
for
Varian TrueBeam System

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CAROLINA REGIONAL CANCER CENTER, LLC
2234 COLONIAL BLVD BOX 50
FORT MYERS, FLORIDA 33907

Purchasing Dept:(239) 931-7325
Fx: 239-931-7349

PO Number: 0000000200
Order Date: 3/3/2011
Change Order: 1

PURCHASE FROM	*SHIP TO*
VARIAN MEDICAL SYSTEMS P.O. BOX 70140 Chicago, IL 60673 USA	21st Century Oncology of South Carolina 252 Myrtle Trace Drive Conway, SC 29526 USA

ATTENTION: QUOTE# 20110222-001

BUYER	*SHIP VIA*	*TERMS*
Donna Creighton		30 DAYS DUE

	Item / GL Account	Description	Quantity Ordered	Rcvd	UOM	Unit Cost	Amount
1	TRUEBEAM	TRUEBEAM PACKAGE	1	0	Each	2,413,894.000	2,413,894.00
	16600-170-0000-41008-0000	***PO CONTINGENT ON CON APPROVAL ***					

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APPROVED BY: X Donna Creighton

DATE: MAR 03 2011

Subtotal	2,413,894.00
Freight	0.00
Sales Tax	217,250.46
Order Total	2,631,144.46

VARIAN
medical systems

Quotation

NKG20110222-001 Page: 1

Quotation For:

Daniel Galmarini
21st Century Oncology - Corp. Headquarters & Administr.
2234 Colonial Blvd.
Fort Myers, FL 33907
(239) 931 - 7333 FAX: (239) 931 - 7380

Please address inquiries and replies to:

Nanda K. Gowda
Varian Medical Systems
2250 Newmarket Parkway
Suite 120
Marietta, GA 30067
(770) 955 - 1367 FAX: (678) 255 - 3850
nanda.gowda@varian.com

Your Reference:	*Quotation Firm Until:* **April 1, 2011**
FOB Point: **US1 FOB: Origin Inc. Freight & Ins.**	*Shipping Allocation:* **90 DAYS ARO**
Payment Terms: **10%/85%/ 5%**	**Varian Terms and Conditions of Sale 1652T Attached**

TrueBeam Package
Eclipse with RapidArc
Stand Alone Accessories

21st Century Oncology - Corp. Headquarters & Administr.

Quotation Total of: USD $2,413,894 Accepted by:

Signature: _____

Name: _____

Title: _____

Date: _____

For this purchase, we designate 21ST CENTURY as our Institution's Primary Group Purchasing Organization affiliation. Any change will be Indicated below:

☐ AmeriNet ☐ Aptium ☐ BJC ☐ Broadlane
☐ CHW ☐ Consorta/HPG ☐ KP Select ☐ Magnet
☐ Matrix ☐ MedAssets ☐ Novation ☐ Premier
☐ ROI ☐ USO ☐ VA Gov ☐ None

Varian Medical Systems

Submitted by:

_____
(Signature)

Name: Nanda K. Gowda

Title: District Sales Manager

Date: February 22, 2011

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Item	Qty	Product Description	Offer Price

Section 1 TrueBeam Package

1.01 1 TrueBeam Package

1.02 1 TrueBeam System

TrueBeam system

Premium performance image-guided radiotherapy system

FEATURES:
- Performance per RAD 10094
- High speed, real time network control
- Synchronous, high precision motion, imaging, and dose trajectory management
- Patented variable beam energy generation
- Dual independent jaw collimator system, supporting dynamic jaw tracking and dynamic collimator rotation
- Enhanced dynamic wedge
- Electronic Accessory Detection and Verification system
- Treatment couch base with sub-millimetric positioning accuracy to isocenter
- Full remote motion control with software-selectable motion axis disable
- Autofield sequencing and full treatment delivery automation
- Radiation-hardened digital CCTV camera system for patient and motion monitoring
- Laser backpointer
- 3D system motion monitoring and touch detector systems
- Integrated controls with visual action prompts
- Two 27 inch monitors for treatment room viewing of system and patient information
- Two 21 inch high performance treatment console monitors
- Integrated audio system, including intercom, optional respiration coaching, input for music
- Low profile console packaging with optional stacking
- Software-selectable IEC601 and IEC 1217 scale convention
- Basic quality assurance and performance test kit, including front pointer set and collimator crosshair
- Standard spare parts
- Smart Connect remote access ready
- One (1) full warranty
- Shipping (Shipment is pending regulatory clearance of this product in the ship-to country. Lead times after receipt of order may vary greatly by country.)

NOTE: The TrueBeam only supports IEC 601 or IEC 1217 scales.

PREREQUISITES:
- ARIA Practice Management, Version 8.8.15, or compatible third party oncology information system.
- ARIA Rad Onc, including Eclipse, Version 8.9.09.1, or compatible third party oncology information / treatment planning system

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Item	Qty	Product Description	Offer Price
1.03	1	**Base System Treatment License** Includes static and arc X-ray treatment delivery license, supports maximum dose per field of 2500 MU for static fields and 7200 MU for intensity modulated fields	
1.04	1	**New Baseframe**	
1.05	1	**INCL ED: TrueBeam Physics and Admin** The following Education Course is included with the purchase of a TrueBeam. - Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable - Offer is valid for 18 months after installation of product TrueBeam Physics and Administration TrueBeam Physics and Administration course is designed for those personnel responsible for the acceptance, commissioning and QA program development of the TrueBeam in the clinical environment. It is directed primarily towards Medical Physicists. It is recommended that the student attend the TrueBeam Physics and Administration course shortly before the installation of the TrueBeam. The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. Machine commissioning, calibration, QA and the responsibilities of Customer Acceptance Procedure (CAP) of the machine are included. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall commissioning, calibration, and QA of the TrueBeam and its components. Extensive hands-on laboratory exercises are included. PREREQUISITES: None Length: 4 days	
1.06	1	**STD TRNG: TrueBeam On-Site Support** - Includes support for TrueBeam - Support is non-refundable and non-transferable - Offer is valid for 18 months after installation of product On site follow-up review of the TrueBeam components to include imaging and motion management for support of patient treatment. The emphasis of this support is to ensure that the two therapists that attended the TrueBeam Operations course are able to operate the TrueBeam in a safe and effective manner in the clinical environment. PREREQUISITES: TrueBeam Operations Course	

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Item	Qty	Product Description	Offer Price
1.07	2	**INCL ED: TrueBeam Ops** The following Education Course is included with the purchase of a TrueBeam: - Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable - Offer is valid for 18 months after installation of product TrueBeam Operations is a course designed for those personnel responsible for the routine operation and clinical use of the TrueBeam. It is directed primarily towards Radiation Therapists. It is recommended that both students attend the TrueBeam Operations course shortly before clinical use and the commencement of patient treatments. The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall understanding of the TrueBeam function and operation to include imaging and respiratory gating. Extensive hands-on laboratory exercises are included. The attendees of this class will be provided tools to allow them to instruct other clinical staff upon their return. PREREQUISITES: None Length: 4 days	
1.08	1	**6/6 MV Energy (per BJR 11/17)** 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	
1.09	1	**10/10 MV Energy (per BJR 11/17)** 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	
1.10	1	**15/15 MV Energy (per BJR 11/17)** 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	
1.11	1	**Electron Applicator Set** 6cm x6cm, 6cmx10cm, 10cmx10cm, 15cmx15cm, 20cmx20cm, 25cmx25cm Includes electron arc applicator and final defining aperture mold frame set	
1.12	1	**6 MeV** 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	
1.13	1	**9 MeV** 25cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min	

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Item	Qty	Product Description	Offer Price
1.14	1	**15 MeV** 25cm x 25cm maximum field size, dose rate range 0-1000 MU/Min	
1.15	1	**18 MeV** 25cm x 25cm maximum field size, dose rate range 0-1000 MU/Min	
1.16	1	**20 MeV** 25cm x 25cm maximum field size, dose rate range 0-1000 MU/Min	
1.17	1	**120 Multileaf Collimator** - Performance per RAD 10094 - High resolution leaf width of 5 mm (projected at isocenter) for central 20 cm - Leaf width of 10 mm (projected at isocenter) for outer 20 cm.	
1.18	1	**IMRT Treatment Delivery License** Capability to simultaneously modulate aperture shape with dose delivery for a static gantry beam FEATURES: - Simultaneous modulation of MLC aperture shape and dose delivery for a static gantry beam - Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system - Includes large field IMRT	
1.19	1	**RapidArc Treatment Delivery License** Capability to simultaneously modulate aperture shape, dose rate, and gantry angle and speed continuously for up to 360 degrees of gantry rotation, with delivery as an arc beam. When coupled with RapidArc Planning and a RapidArc-compatible information system, provides the capability to generate IMRT-quality dose distributions in a single, optimized arc around the patient. When coupled with the Optical Imager, provides the capability for Gated RapidArc. FEATURES: - Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry angle and rotation speed during beam delivery - Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system - Provides IMRT-quality dose distributions in a single arc delivery in less than 2 minutes	

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Item	Qty	Product Description	Offer Price

1.20 1 **Total Body Treatment Delivery License**
Capability to deliver High Dose Total Skin Electron Treatment, Total Body Electron Irradiation, and Total Body X-ray Irradiation treatments

FEATURES:
- Supports delivery of up to 6000 MU for Total Body Irradiation treatments
- Supports delivery of up to 9000 MU for High Dose Total Skin Electron treatments

1.21 1 **SRS/SBRT High Total Dose License**
Required for delivery of hypofractionated or radiosurgical X-ray treatments
FEATURES:
- Provides the capability to deliver high dose fields for any X-ray treatment
- Supports delivery of up to 6000 MU for a static aperture beam
- Supports delivery of up to 10800 MU for an intensity or volumetric modulated beam

NOTE:
For total body irradiation treatments, the Total Body Treatment Delivery License is required

1.22 1 **MV Imager**
MV image acquisition and data analysis for target localization, patient positioning and motion management

FEATURES:
- Performance per RAD 10094
- High precision, isocenter-aligned positioning system
- aS1000 detector system for low dose, high resolution imaging
- 2D image acquisition before, after, and during treatment delivery
- Online image review and analysis

1.23 1 **Basic MV Imaging License**
Provides capability for radiographic and cine imaging and basic imaging matching for treatment verification

1.24 1 **Advanced MV Radiographic**
Provides capability for 2D radiographic imaging, image analysis, and marker match

1.25 1 **Dynamic MV Imaging License**
Provides capability for respiration-synchronized MV radiographic image acquisition

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PRE-REQUISITE:
Optical Imager and accompanying Respiratory Gating Licence

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Item	Qty	Product Description	Offer Price
1.26	1	**Portal Dose Image Acquisition License** Provides capability for portal dose image acquisition	
1.27	1	**Port Film Graticule** Set of upper and lower port film graticules	
1.28	1	**kV Imager** kV Image acquisition and data analysis, analysis for target localization, patient positioning and motion management. FEATURES: - Performance per RAD 10094 - High precision, isocenter-aligned positioning system - X-Ray source and detector - 2D image acquisition before, after, or during treatment delivery - Online image review and analysis	
1.29	1	**Basic 2D kV Imaging License** Provides capability for 2D kV radiographic image acquisition and analysis, pretreatment fluoroscopic verification imaging and analysis, 2D marker matching, 2D MV/kV imaging and analysis, fluoroscopic image acquisition during treatment delivery	
1.30	1	**kV CBCT Imaging License** Provides capability to acquire, process, and analyze in 3D a cone-beam volumetric CT dataset	
1.31	1	**Dynamic kV Imaging License** Provides capability for respiratory gating-triggered kV radiographic image acquisition, during, after, and before treatment delivery. PRE-REQUISITE: Optical Imager and accompanying Respiratory Gating License	
1.32	1	**INCL ED: Varian IGRT School (incl RPM)** Clinical school for IGRT and RPM for 3 participants DURATION: 3 days LOCATION: At Varian reference centers in Europe The tuition includes course material, accommodation, and subsistence of CHF 60 (EUR 40 or US$ 50 converted in local currency) per course day, lunch and refreshments for three participants. All other arrangements are subject to management approval.	

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Item	Qty	Product Description	Offer Price

** Note: Excluding travel for participants (Travel to be purchased separately)
- Training is non-refundable
- Offer is valid for 24 months after installation of product.

For details refer to the specification sheet.

1.33 1 Optical Imager
Stereoscopic optical imaging system for monitoring patient respiratory motion and 3D patient position

Performance per RAD 10094

1.34 1 Respiratory Gating License
Respiratory Gating License

FEATURES:
- Provides the capability to synchronize image acquisition and treatment delivery with respiration
- 3D patient position monitoring
- Capability for gated arc therapy

1.35 1 INCL ED: Advanced RPM Gating
INCL ED: RPM 3D/Gating System

- Includes Tuition and materials for ONE person.
- Attendees will be responsible for their own, airfare, hotel, rental car, meals and other travel incidentals.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The RPM course provides training for physicists, or therapists, to obtain knowledge of the principles and practice of respiratory gating in radiation oncology for clinical implementation.

Length:
1 1/2 days

1.36 1 IGRT Couch Top
Carbon fiber treatment couch top, free of metal or other radiation-opaque materials, thereby reducing imaging artifacts

FEATURES:
- Clinically usable section of 120.0 cm
- Supports patients up to 500 lbs (227 kg)
- Indexed Immobilization® for compatible accessories
- Head extension with interface for alternative patient immobilization and positioning device

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Item	Qty	Product Description	Offer Price
1.37	1	**Standard Stand Configuration**	
1.38	1	**Upper Wedge Set** 4-Way Wedge Set, including 15°, 30°, 45°, 60° wedges	
1.39	1	**Motion View** CCTV Camera Kit FEATURES: - Two pan, tilt, zoom CCTV cameras - Two desktop, 81/4 inch LCD displays with built in camera controls - Adjustable viewing angle for patient privacy - Push button pan, tilt, zoom, and home position control	
1.40	1	**LAP Apollo Green Room Laser Kit** LAP Apollo Green Room Laser Kit FEATURES: - 1 Apollo Green Remote Controlled Ceiling Crosshair Laser - 2 Apollo Green Remote Controlled Lateral Crosshair Lasers - 1 Apollo Green Remote Controlled Sagittal Line Laser	
1.41	1	**Power Cond., 3phase 50KVA, TrueBeam** Transtector 50KVA, 3-phase power conditioning unit, providing transient protection, line power regulation, and Input and Output circuit breakers for over-current protection. UL and IEC/CE certified.	
1.42	1	**Main Circuit Breaker Panel** General Electric Co. main circuit breaker panel, interfacing to a single power input feed from the facility Mains. Circuit breakers provide independent over-current protection for equipment at the console and in the treatment room. UL and IEC/CE certified.	
1.43	1	**Millenium Warranty** Three Year Warranty on Klystron, Electron Gun, Standing Wave Guide, Bend Magnet, and Solenoid Energy Switch, provided Varian is sole service provider. The use of non-Varian or third party parts will void the warranty. A minimum of two (2) bi-annual periodic maintenance inspections (PMIs) will be performed by Varian. These PMIs will be invoiced based on current labor rates in effect at the time they are performed unless a Varian service contract or support agreement is in effect. All additional Varian Terms and Conditions apply.	

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Section 2 Eclipse with RapidArc

This document is confidential and intended solely for the information and benefit of the immediate recipient and Varian

Item	Qty	Product Description	Offer Price

2.01 1 **Eclipse Server Licenses-Inspiration**
Eclipse Server Licenses-Inspiration Configuration

Description:
Site configuration for Eclipse integrated with ARIA.

PRE-REQUISITES:
1. Server with VARiS Vision (ARIA).
2. Local Area Network (1 Gb recommended, 100 Mb required)

FEATURES:
1. DICOM 3.0 CT/MR Image Import Server License
2. DICOM RT Server License
3. Integrated Health Enterprise Radiation Oncology
4. RTOG DICOM Export
5. DICOM Print

CUSTOMER RESPONSIBILITY:
- A properly networked environment (for detailed information on network requirements, refer to the Oncology Systems Network Configuration Guidelines at http://www.varian.com/us/oncology/services_and_support/hardware_specifications/

2.02 1 **Color Laser Printer**

2.03 1 **Planning for Varian TrueBeam**
Planning for HET Machine
Description:
This includes a site LMC license for a Varian TrueBeam.

FEATURE(S):
1. Leaf motion calculation software for multiple-static-segment and sliding window delivery on a Varian TrueBeam.

LICENSE(S):
1. LMC for Varian Clinac
2. LMC for Varian TrueBeam

PRE-REQUISTE(S):
1. Latest software version must be installed on each Eclipse in the network
2. Interactive IMRT Planning and/or Electronic Surface Compensation
3. Varian TrueBeam

2.04 1 **Eclipse IMX SFW - Primary**
Eclipse IMX SFW - Primary
Description:
A software package for an Eclipse Integrated Treatment Planning optimized for IMRT planning.

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FEATURE(S):
1. Base treatment planning software which includes multi-modality image support

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Item	Qty	Product Description	Offer Price

including PET contouring, image registration and blending, clinical protocols, advanced segmentation, virtual simulation, beam placement, plan evaluation, electronic plan approval, electronic chart and configurable printing of plan documentation.
2. 2D and 3D dose calculation on a distributed calculation framework including beam configuration, IRREG, 3D conformal and field in field planning using Anisotropic Analytical Algorithm (AAA) or pencil beam convolution, and electron calculation using Generalized Gaussian Pencil Beam
3. 2D BrachyVision for film based brachytherapy planning
4. IMRT Planning package including beam angle optimization, Interactive IMRT optimization, electronic surface compensation and planar compensation. Support either split carriages or large-field IMRT. Planning for frameless IMRS.
5. Virtual Simulation Laser Interface
6. Eclipse Beam Data available at www.my.varian.com.
7. IMRT Planning support available with a Varian TrueBeam includes leaf motion calculation algorithm integrated to the Eclipse Distributed Calculation Framework (DCF) to support both the sliding window (leaves move while radiation is ON) and multiple static segments (leaves move while radiation is paused and are static while radiation is ON). (This is available in v10.0 and with a Varian TrueBeam).

LICENSE(S):
One (1) set of license of the above features

PRE-REQUISITE(S):
1. An Eclipse Calculation Workstation must be on order with this package (this workstation must be purchased from Varian Medical Systems).

OTHER(S):
1. User and Configuration Manuals on CD (1 set)
2. One-year initial software support per RAD2750A

2.05 1 INCL ED: Eclipse Administration

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The Eclipse Administration and Physics course provides training for primarily Physicists. Depending on the facility course may be applicable to Dosimetrists and others responsible for initial system configuration and routine administration of Eclipse.

The administration component of the course will focus on networking, system structure, management of user accounts and routine data backup. Physics part of the course will cover beam data requirements for the Eclipse treatment planning system. It will also include sections on photon and electron beam algorithms. A portion of the instruction time will be devoted to an overview of basic operation of Eclipse external beam planning workspace.

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Prerequisites:

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Item	Qty	Product Description	Offer Price

- New user, Medical Physicist Education

Length:
5 days

For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html.

2.06 1 INCL ED: Eclipse Operations

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The Eclipse Operations course provides an initial training for Dosimetrist, Physicists and others responsible for daily use of the treatment planning system in the clinical environment. The course will provide an overview of Eclipse structure, graphical user interface, different workspaces and tasks.

The focus will be on the import of CT data, image registration, structure segmentation, creation and edits of plans, fields and beam modifiers and evaluation of plans. Other topics include 2D planning using the digitizer and irregular field planning, simply brachytherapy and export to the record and verify system. 3rd party software is also covered.

Prerequisites:
- Experience with and knowledge of treatment planning
- Basic knowledge of computers and the Windows Operating system

Length & Location:
5 days
Varian Education Center, Las Vegas, NV

For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html.

2.07 1 INCL ED: Eclipse IMRT Admin Physics
INCLUDED EDUCATION: Eclipse IMRT Administration & Physics

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.
- Course is non-refundable and non-transferable.
- Offer is valid for 18 months after installation.

The course will cover IMRT planning with the Eclipse System and the delivery of IMRT using Varian dMLC. The Varian IMRT solution will be presented during the course, including the integration into the ARIA System. Course designed for the Physicist.

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Item	Qty	Product Description	Offer Price

Part ONE will cover the use of the Eclipse IMRT software encompassing the full treatment planning process with typical clinical case demonstration. Topics include IMRT planning algorithms, interfacing with other devices, definition of optimization parameters, QA parameters, and system commissioning. Part of the training course is reserved for hands-on training to covers typical clinical cases. A guest speaker will present on the use of IMRT planning in the clinical environment, clinical outcomes of IMRT, and radiobiological considerations (DVH, partial DVH, dose volume constraints).

Part TWO covers delivery methods. Topics covered include a detailed description of the MLC hardware, the MLC and Clinac control systems for dynamic dose delivery, dMLC QA issues, and patient related QA procedures.

Prerequisites:
- Attendance of Eclipse Administration and Physics Course and/or Eclipse Operations Course;
- 2-3 month routine clinical use of Eclipse recommended

Length:
5 days

For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html. . Course is approved for Category "A" ASRT and MDCB continuing education credits.

2.08 **1** **INCL ED: Eclipse IMRT Ops**

INCLUDED EDUCATION: Eclipse IMRT Operations

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.
- Course is non-refundable and non-transferable.
- Offer is valid for 18 months after installation.

The Eclipse IMRT Operations course provides instruction on inverse treatment planning with the Eclipse System. Course is designed for the Physicist and Dosimetrist.

Course will cover the entire IMRT treatment planning process demonstrated on clinical cases such as prostate, breast and head and neck. Other topics covered are theory behind IMRT, contouring for IMRT, objectives and constraints, verification plan, data export and image registration. Majority of the course is reserved for hands-on application.

Prerequisites:
- Attendance in the Eclipse Operations course
- Recommend 2-3 month routine clinical use of Eclipse prior to course attendance.

Length & Location:
4 days
Varian Education Center, Las Vegas, NV

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Item	Qty	Product Description	Offer Price

For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html. . Course is approved for Category "A" ASRT and MDCB continuing education credits.

2.09 1 STD TRNG: Eclipse

Training is included with the purchase of Eclipse. Training plan details will be provided by the training management team as part of your product implementation process.

2.10 1 Eclipse RapidArc Planning License 1st

DESCRIPTION: This includes one (1) Eclipse Dose Dynamic Arc module for RapidArc planning

FEATURE(S):

1. Eclipse Dose Dynamic Arc option for RapidArc planning supports dynamic arc treatments produced through volumetric dose optimization.
2. This option uses Dynamic MLC, variable dose rate, and variable gantry speed to generate intensity modulated dose distributions in optimized arcs.
3. Supports coplanar and non-coplanar arcs.
4. Supports full arcs, partial arcs and avoidance sectors.
5. Automated determination of number of arcs and number of isocenters for large targets. (This is available in v10.0 or higher.)
6. Simple collision detection rules. (This is available for v10.0 or higher.)
7. Automatic Normal Tissue Objective. (This is available for v10.0 or higher.)
8. Mean dose objective. (This is available for v10.0 or higher.)

LICENSE(S):

1. Eclipse Dose Dynamic Arc software option and license
2. Conformal Arc for dMLC

PRE-REQUISITE(S):

1. Eclipse version 8.6 or higher must be installed on all Eclipse workstations in the network
2. Interactive IMRT Planning on Eclipse workstations
3. Varian Linear Accelerator with RapidArc Delivery
4. Minimum hardware requirements as per http://www.varian.com/us/oncology/services_and_support/hardware_specifications/

2.11 1 INCL REMOTE TRNG: Eclipse RapidArc Upg

2.12 1 INCL ED: Rapid Arc Operations

- Includes Tuition and materials for ONE person.
- Attendees will be responsible for their own, airfare, hotel, rental car, meals and other travel incidentals.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

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The Rapid Arc course provides instruction on Rapid Arc planning.

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Item	Qty	Product Description	Offer Price

The target audience for the class is anyone involved with treatment planning, specifically Dosimetrists.

The course will provide instruction in the treatment planning principles and knowledge to support planning in Rapid Arc. The lab portion will provide hands-on Rapid Arc planning experience under the guidance of a Varian instructor.
Prerequisites:
- Must observe prerecorded Rapid Arc Operations Live Meeting prior to class attendance
- Experience with and knowledge of Eclipse IMRT treatment planning
- Basic knowledge of computers and the Windows Operating system

Length & Location:
1 1/2 days
Varian Education Center, Las Vegas, NV

2.13 1 Eclipse Calculation Workstation
Dell Precision Workstation with dual quad core processors, and flat panel monitor

NOTE:
Varian reserves the right to upgrade the hardware to the current model available at time of shipment.

2.14 1 Portal Dose Calculation - Additional
Description:
Additional Eclipse Portal Dose Calculation (for additional Eclipse treatment planning workstation).

FEATURE(S):
1. Provides automatic calculation of dose images for IMRT treatment fields, which become part of the verification plan for a treatment.

LICENSE(S):
1. Eclipse Portal Dose Calculation license

PRE-REQUISITE(S):
1. Software version 8.2 or higher must be installed on all Eclipse in the network.
2. Eclipse workstation with dose calculation capabilities
3. Compatible version of Varian System database and network
4. Portal Dosimetry Package must be on order or on site

2.15 1 Addl Varian Dosimetry Review License
Additional Varian Dosimetry Review license:

FEATURE(S):
Provides the ability to review and evaluate dose images at one (1) Review workstation in a Varian network.

LICENSE(S):
1. One (1) Varian Dosimetry Review license for use with networked Portal Dosimetry system

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Item	Qty	Product Description	Offer Price

PRE-REQUISITE(S):
1. Compatible version of Varian information system database and network;
2. Varian information system or dedicated image management server hardware;
3. One (1) Portal Dosimetry Package

Section 3 Stand Alone Accessories

3.01 1 Additional Advanced RPM Gating System

The Real-time Position Management System is an accessory to the Varian Clinac radiation therapy treatment system. The Advanced RPM Respiratory Gating capability is to be used to characterize (in simulation) the patient's respiratory patterns, and aid in the visualization of internal organ or lesion motion and then, in treatment, to trigger beam-hold and limit the beam-on time to those points in the respiratory cycle where the target volume is within acceptable motion limits.

FEATURES:
- 2 dot marker block to enable patient position monitoring as well as respiratory gating.
-Accurate tumor tracking allows maximum dose to tumor and minimum dose to normal tissue
-Quick and easy set respiratory monitoring minimizes treatment time
-Lightweight marker ensures patient comfort
-Predictive filter automatically holds treatment delivery when respiration deviates from normal pattern
-Superior Clinac design eliminates dark current during gating
-Treatment beam gating integrated with dynamic MLC leaf motion
- Patient position monitoring during patient setup and treatment

PRE-REQUISITES:
- If the customer has existing RPM systems, the existing systems must be at version 1.7.

NOTE:
Customer is responsible for prepping the system as instructed in the Respiratory Gating Pre-Install Guide.
Additional marker block kits may be required

3.02 1 3D for Advanced RPM Gating System

The 3D monitoring functionality allows tracking of the marker block in three dimensions (vertical, longitudinal, and lateral). Any unexpected movement of the marker block, in any direction, reflects unexpected movement of the patient and tumor relative to the treatment field. The ability to detect unexpected motion provides additional confidence that the target is always precisely positioned in the treatment aperture, and that the correct does will be delivered to the tumor, as planned.

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Includes one 5-pack of 3D marker blocks (6 dot block)

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Item	Qty	Product Description	Offer Price
		PRE-REQUISITES: - RPM version 1.7 Additional marker block kits may be required	
3.03	1	**Configured for GE CTSim: LightSpeed RT** Includes video tracking and image analysis system, high performance workstation, Respiratory Gating software, patient marker blocks, and User Manual. The RPM Respiratory Gating system is designed to interface to a GE CT Simulation - LightSpeed RT scanner equipped for respiration-synchronized image acquisition*. *RPM Respiratory Gating unit configured for GE CT Simulation - LightSpeed RT does not include the necessary hardware and software components required to make the CT Scanner Respiratory Gating-ready. Additional equipment purchases may be necessary from the CT vendor. Please contact your Varian Imaging Manager for more information.	

Quotation Total $ **2,413,894.00**

There may be radiological regulatory requirements applicable to possessing and/or operating radiation generating machines. Varian takes no responsibility regarding local radiation safety requirements. These requirements are the customer's responsibility.

Terms & Conditions of Sale

This offer is subject to credit approval and is exclusive of any applicable sales taxes or duties.

If Customer chooses to pay by credit card, a four percent (4%) service fee will be added.

FINANCING AVAILABLE: For lease and finance plans, call Tony Susen, Director - Varian Customer Finance, at (508) 668-4609.

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EXHIBIT 8

Quotation and Purchase Order for Refurbished CT Scanner from CT Enterprises

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CAROLINA REGIONAL CANCER CENTER, LLC
2234 COLONIAL BLVD BOX 50
FORT MYERS, FLORIDA 33907

Purchasing Dept:(239) 931-7325
Fx: 239-931-7349

PO Number: 0000000205
Order Date: 3/3/2011
Change Order: 1

PURCHASE FROM	*SHIP TO*
CT ENTERPRISES LLC 6209 GHEENS MILL RD JEFFERSONVILLE, IN 47130 USA	21st Century Oncology of South Carolina 252 Myrtle Trace Drive Conway, SC 29526 USA

ATTENTION: QUOTE# LS_PLUS_ID

Phone: (812) 280-0048
Fax: (812) 280-7948

BUYER	*SHIP VIA*	*TERMS*
Donna Creighton		30 DAYS DUE

	Item / GL Account	Description	Quantity Ordered	Rcvd	UOM	Unit Cost	Amount
1	CTSCANNER	GE LIGHT SPEED CT SCANNER	1	0	Each	175,000.000	175,000.00
	16600-170-0000-41008-0000	*** PO CONTINGENT ON CON APPROVAL ***					

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Subtotal	175,000.00
Freight	0.00
Sales Tax	15,750.00
Order Total	190,750.00

APPROVED BY:
X Donna Creighton

DATE:
MAR 03 2011

R002810

C T Enterprises, LLC

Buyer: 21st Century Oncology
Phone: 1-
Fax: 1-
Gantry S/N To Follow
Site Location: Conway, SC

Contact: Daniel Galmarini

Seller: C T Enterprises, LLC
6209 Gheens Mill Rd.
Jeffersonville, IN 47130
Phone: 812-280-0048
Fax: 812-280-0850
Email: todd@cgtscan.com

Contact: Todd Raderer
Date: February 22, 2011
Quote: LS-Plus_ID

CTE Technologies, Inc. (CTE) is pleased to submit the following quotation and agrees to sell the products and services described at the prices and deliveries stated, subject to the conditions stated in this quotation, and the Standard Conditions shown on the last two (2) pages of this quotation.

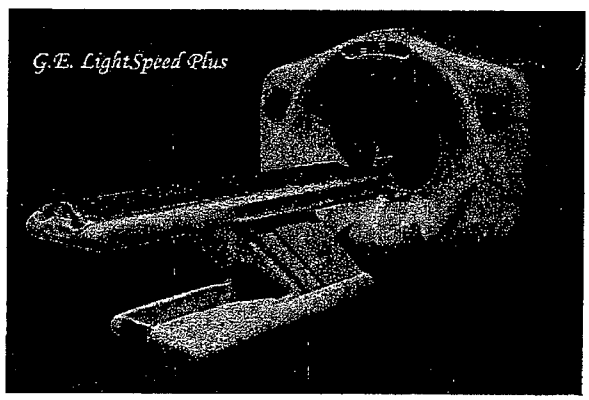
Equipment Description

GE Light Speed CT Scanner

CTE offers the GE Light Speed CT as quoted herein. The GE Light Speed CT is comprised of the following components described in this quotation. This quotation includes all of the terms and conditions of sale attached hereto or incorporated herein by reference.

GE Light Speed Plus

System Components Include:



- BASEPLATELESS GANTRY
- PERFORMIX 6.3MHU TUBE
- QUAD SLICE DETECTOR
- PATIENT TABLE W/METALLESS CRADLE
- LIGHT SPEED PDU
- HIGH PERFORMANCE DAS
- LIGHT SPEED OPERATOR'S CONSOLE
- HIGH SPEED COMPUTER
- 53.2KW GENERATOR, 10 TO 440MA
- 80, 100, 120, & 140KV SELECTIONS
- SUB-SECOND SCANNING (0.5 SEC. SCAN TIME)
- EMC COLLIMATOR
- TWO 20" COLOR MONITORS
- 70CM GANTRY APERTURE
- MAGNETIC OPTICAL DISK IMAGE STORAGE
- +/- 30 DEGREE GANTRY TILT
- 120SEC. CONTINUOUS HELICAL
- 160CM MAX. SCAN VOLUME BASED ON TABLE TRAVEL
- PITCH OF QUAD 0.75:1 (3:1) OR 1.5:1 (6:1)
- SMART OPTIONS FOR ENHANCED EXPOSURE CONTROL, IMAGE QUALITY, AND THROUGHPUT.
- SMART HELICAL
- SMART BEAM

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C T Enterprises, LLC

Value added services: The system will be staged in our facility. It will be cleaned and undergo a full functional check to assure all systems are to OEM specifications. We will replace any items that do not meet specifications. We will service the slip-ring and refurbish the CT both cosmetically and mechanically. The unit will be available for inspection before shipping to the site for installation. We will ship to your site with our own air-ride truck and driver to minimize the risk of damage along the way. Specialized factory equipment dollies will be used to move the CT into your facility for further protection to the CT and your premises. We will install the CT and calibrate to produce like-new image quality. Site must be ready prior to installation or additional costs may be incurred.

Package Price: $175,000.00 refurbished, delivered, and installed with a one year warranty on parts and labor. X-Ray tubes will be warranted for 2 years or 70,000 amp seconds on a pro-rata basis. Price includes the interface for Respiratory gating and a carbon fiber top. Service after the warranty is $4000/mo. for parts and labor, less tubes, according to our Master Service Agreement currently in force.

Payment Terms: 50% down, and 50% when installed.

Acceptance and Agreement

Signatures (below) of authorized representatives of Seller and Buyer organizations constitutes mutual agreement to accept and comply with the terms and conditions set forth in this quotation, and the Standard Conditions, attached hereto and made part of this agreement. Warranty details are available on request.

Accepted By:

Buyer:
21st Century Oncology

By: _____

Signature_____

Its_____

Date:_____

Seller:
CT Enterprises, LLC

By: Todd Raderer

Signature_____Date_____

For installation in: Conway, SC

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6209 Gheens Mill Rd., Jeffersonville, IN 47130 Tel: 812-280-0048 Fax: 7948 Email: greg@cgtscan.com

C T Enterprises, LLC

STANDARD TERMS AND CONDITIONS OF SALE

Acceptance of Quotation and Agreement:

The authorized signatures of CT Enterprises, LLC (Seller) and Customer (Buyer) constitute acceptance by both parties of the provisions of the attached Quotation ("Quotation") and these Standard Terms and Conditions of Quotation (collectively referred to herein as the "Agreement"). Any changes to the Quotation or it's content shall not be binding unless reduced to writing, and signed by authorized representatives of both Seller and Buyer.

Seller will not accept or be bound by any Terms and/or Conditions stated on Buyer's Purchase Order or any correspondence related thereto, unless specifically stated in writing and signed by Seller's authorized representative.

The Quotation is subject to withdrawal or change at any time prior to Seller's acceptance, and the quoted prices are valid until the Quotation is withdrawn, or expires as specified on the face thereof.

Prices:

The Price of items quoted (hereinafter referred to as the "Equipment") do not include local, state, federal, value-added or any other form of taxes, unless otherwise indicated. Buyer will be responsible for any such taxes or obligations.

Further, the prices of items quoted herein do not include: the cost of permits or fees relating to any equipment, installation work, site preparation, construction, building additions or modifications and other activities, unless otherwise indicated. Buyer will be responsible for any such fees or obligations.

Payment:

Payment shall become due in accordance with the specific terms on the deposits made hereunder shall be nonrefundable. Failure to abide by the payment terms shall be considered a default of this Agreement. Upon default due to failure to abide by payment terms, Seller shall have option to terminate this Agreement.

Execution of this Agreement by Buyer shall constitute a representation that Buyer is solvent. All financing plans (notes or otherwise) must be accompanied by a suitable security agreement acceptable to the Seller. In addition, upon the Seller's request, Buyer will furnish financial documentation that proves its solvency at time prior to shipment.

If the financial condition of the Buyer, at any time, is such as to give the Seller, in its sole judgment, reasonable grounds for insecurity concerning the Buyer's ability to perform its obligation under this Agreement, the Seller may require full or partial payment in advance and suspend delivery until such payment has been received. Failure to furnish such payment within ten (10) days of demand by the Seller shall constitute a breach of this Agreement, and in such event, in addition to all rights available to it at law or in equity, the Seller shall be entitled to receive reimbursement for any and all costs incurred by Seller in its performance under this Agreement.

Inspection

Unless otherwise indicated in writing by Seller, Buyer shall have the right to inspect the Equipment at the Seller's warehouse for a period of twenty (20) days following the date of this Agreement. If the Buyer fails to exercise its right of inspection, the Equipment shall be deemed accepted, and any deposit made hereunder shall become nonrefundable. If the Buyer exercises its right of inspection, and chooses not to accept the Equipment, the Buyer's sole and exclusive remedy shall be the return of any deposit paid to Seller for the Equipment.

Delivery:

Except as otherwise agreed upon in writing between the parties, the delivery date of the Equipment sold herein shall be ninety (90) days following the date of this Agreement. Please be advised delivery dates are dependent on the cooperation between all parties involved, the timely flow of information, payments, shipment of equipment, site preparation, inspections and approvals, availability of specialist personnel, etc.

Seller agrees to make all reasonable efforts to meet quoted delivery dates, but will not be responsible for any damages or loss incurred by Buyer or its contractors based on delay caused by: fires, floods, earthquakes or other acts of God, accidents, riots, wars, operation of law, government regulations or requirements, strikes, labor difficulties, shortages of fuel, power, materials or supplies, unavailability of transportation, or other acts or circumstances that are not within reasonable control of Seller.

In the event the Equipment is delivered via a third-party courier service, and suffers damage in delivery, unless the Buyer gives Seller written notice of such damage via Certified Mail-Return Receipt Requested within three (3) days of delivery, Buyer waives any claim against Seller for any determinable deficiency or defect in said delivery or Equipment. Buyer agrees to inspect all material and equipment immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. Buyer also agrees to examine all delivery tickets upon receipt.

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C T Enterprises, LLC

Extended Shipment Delays:

Buyer may request reasonable delays in shipment and/or installation of equipment quoted, and Seller will reasonable efforts to comply with such requests at no additional cost to Seller.

In the event that such delays could cause unreasonable financial burden to Seller, in Seller's sole discretion, Seller reserves the right to: 1) charge Buyer for all costs associated with storage of equipment on Seller's floor or in Seller's facility; 2) charge Buyer for all costs associated with the crating, shipping and storage of equipment in an outside facility; or 3) demand all payments due for the Equipment in accordance with terms of this Agreement.

Title, Risk of Loss:

Title to the equipment or any part thereof shall pass to the Buyer upon: 1) delivery of such product or part to the Buyer; and 2) when payments to the Seller are made in full. Risk of loss shall pass to the Buyer upon delivery. The Seller hereby reserves and retains, and the Buyer hereby grants to the Seller, a lien under the UCC, or adopted in the state of delivery (or, if the product is located in Louisiana, a vendor's lien) in the Equipment or the parts thereof until such time as full payment is received. Buyer will cooperate fully with the Seller with respect to any documentation of the security interest and the filing thereof.

Installation:

If installation is specified in writing, the Seller will install the Equipment, and will connect the same to the safety switches or electrical outlets to be provided and installed by the Buyer. If for any reason such final assembly or electrical connections, herein referred to as the installation of the products, are made by other than the Seller's own employees, any additional charge for the cost of such outside labor must be borne by the Buyer. It is understood that proper electrical current for operation of the products, including any required power conversion units, will be brought to the safety switches and outlets by the Buyer, and the Buyer will supply all of the necessary conduits, connectors, wiring, support in the ceiling, plumbing, carpentry, construction work, and rigging required for making the installation. It is further understood that should anything additional be required for making the installation, it shall be supplied by the Buyer at the Buyer's expense. Additionally, if, upon arrival for installation, Seller determines, in its sole discretion, that the installation site is not prepared per Seller's instructions, causing a delay in the installation of the Equipment, Seller may charge a per-day delay fee in the amount of $1,500.00 per day.

Software:

In the event that computer software is provided to Buyer in connection with the sale of the Equipment, the Buyer must obtain a non-exclusive license and/or sublicense to use such software with the product. By acceptance of this Agreement, or the software, at Buyer's expense, Buyer agrees to obtain the applicable license and/or sublicense. Seller shall not be responsible for the transfer of any software licenses hereunder, and Buyer shall hold Seller harmless from any liabilities arising from or relating to software licensing.

Warranty/ Disclaimer:

Warranty services hereunder, if applicable, shall include on-call remedial service and part replacement, as required due to Equipment malfunction, and as described in this Agreement. For purposes of this Agreement, "Equipment malfunction" shall be defined as the inability to produce diagnostic images. Any warranty service shall be provided during regular business hours (9:00A.M. to 5:00 P.M), Monday through Friday, excluding holidays.

Seller's warranty obligations **shall not include** the replacement of X-Ray tubes (*Unless indicated above in this Agreement)*, supply items, cosmetics, and other accessories (including, but not limited to, film cassettes, phantoms, magnetic tapes, optical disks, table cushions, patient restraints and holders). Seller's warranty obligations **shall also not include coverage** of damage caused by misuse or abuse, in the sole determination of C&G, fire, water, building collapse, power failure or fluctuations, vandalism, riot, air conditioning failure, "acts of god" (i.e. tornado, hurricane, earthquake, etc.), or any other cause beyond the reasonable control of C&G. Additionally, operation contrary to the advice of Seller or its designated representative may result in exclusion from warranty coverage.

Alterations, additions, adjustments, adjustments or repairs to the Equipment by other than authorized representatives of Seller shall void any warranty granted hereunder, and Seller shall not be responsible to Buyer for loss of use of the Equipment or for any other liabilities arising from such alterations, additions, adjustments or repairs.

UNLESS SPECIFICALLY STATED IN THIS AGREEMENT, SELLER MAKES NO ADDITIONAL WARRANTIES HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR

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IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability:

In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall the Seller be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall the Seller's liability to Buyer for any loss or damage arising out of, or resulting from this Agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period.

If the Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject the Seller to any liability, whether in contract, warranty, tort (including negligence and strict liability) or otherwise.

Arbitration:

Any and all disputes arising under, in connection with, or incidental to this Agreement shall be submitted to binding arbitration in Salem, Indiana. Arbitration shall be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association. Buyer shall pay fifty percent (50%) of fees charged by the arbitrator, and the Seller the remaining fifty percent (50%). Judgment upon the award rendered by the Arbitration may be entered into any court having jurisdiction. The Buyer and Seller agree that jurisdiction is proper in the courts of the County of Washington, State of Indiana. This Agreement shall be construed in accordance with Indiana Law.

General:

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Notices. All notices pursuant to this Agreement shall be in writing, except as provided herein. Notices in writing shall be sufficient if hand delivered or mailed by first class mail, postage prepaid, or sent by telecommunications to the attention of the person listed below and to the party intended as the recipient thereof at the address listed in the Quotation, or at such other address or to the attention of such other person as such party shall have designated for such purpose in a written notice complying as to delivery with the terms of this Section.

No Waiver of Performance. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Entire Agreement; Conflicting Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no representation or statement not contained in this Agreement shall be binding upon the parties as a warranty or otherwise.

Validity. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this section of this quotation.

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EXHIBIT 9

Furniture & Fixture Budget

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Carolina Regional Cancer Center, LLC
Furniture & Fixtures

Furniture:		
Conference room table w/chairs		
Lounge table/chairs		
Waiting room chairs and end tables		
3 Desk's w/returns		
1 Hutches		
2 Bookcases		
Office guest chairs		
Stools Dosimetry		
Stools CT Control		
Stools control area		
Front desk area chairs		
Dressing room chairs		
Dressing room waiting chairs & end tables		
Exam room chairs		
Waiting area seating & end tables		
Magazine racks		
Total Furniture	**$**	**28,000**
Artwork:		
10 Pieces	**$**	**2,955**
Interior Signs	**$**	**2,500**
Exam Tables	**$**	**12,000**
Regular		
Head & Neck		
Grand Total	**$**	**45,455**

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EXHIBIT 10

Information Technology Budget

0190

Radiation Oncology, de Novo Project (Conway, SC)
IT Infrastructure Cost Summary

Network Equipment and Services **One-Time**

Equipment Needed	Quantity	Price	EXT
Ethernet Switch	1	$5,500	$5,500
Router	1	$3,000	$3,000
Cisco VOiP Software & Hardware	1	$2,800	$2,800
Cisco Phones	10	$327	$3,270
Cisco Phone Wall Mount Bracket	2	$34	$68
Qoncert Installation Service	1	$4,000	$4,000
3 yr Cisco SmartNET service	1	$1,632	$1,632
Voice Lines	6	$70	$420
Fax Line	3	$70	$210
Credit Card Lines	1	$70	$70
42U Server rack	1	$950	$950
Cisco Wireless Access Point	2	$387	$774
Data Connectivity - Backup	1	$1,000	$1,000
Data Connectivity - Primary	1	$200	$200
Data/voice Wiring	1	$ 17,000	$ 17,000
		Total	$40,894

System Services

Equipment Needed	Quantity	Price	EXT
Hardware			
PC	3	$ 700	$ 2,100
PC	3	$ 615	$ 1,845
PC	1	$ 1,000	$ 1,000
CTPC	1	$ 700	$ 700
Exam Room Laptop	2	$ 2,000	$ 4,000
Nurse Laptop	1	$ 2,000	$ 2,000
Laptop Docking Station	3	$ 190	$ 570
Laptop Anti-Theft Device	3	$ 29	$ 86
Dual Monitor Video Card	5	$ 150	$ 750
22" Monitor	10	$ 250	$ 2,500
19" Monitor	4	$ 150	$ 600
ARIA Server	1	$ 7,600	$ 7,600
Citrix Server	1	$ 4,000	$ 4,000
Imaging Server	1	$ 4,000	$ 4,000
Sequencer	1	$ 1,500	$ 1,500
VMware/Active Directory/Proxy Server	1	$ 4,000	$ 4,000
Belkin KVM Tray	1	$ 685	$ 685
Raritan 108 IPKVM	1	$ 1,525	$ 1,525
Dominion KX2 Virtual Media	4	$ 109	$ 436
Fujitsu FI-6130 Scanner	3	$ 875	$ 2,625
HP LaserJet P2055dn Printer	2	$ 380	$ 760
Color Printer	1	$ 1,000	$ 1,000
Multifunction Printer	1	$ 350	$ 350
Fax Machine	2	$ 230	$ 460
Bar Code Printer	1	$ 280	$ 280
Bar Code Scanner	1	$ 118	$ 118
Bar Code Labels, Cables	1	$ 145	$ 145
Misc. Cables	1	$ 200	$ 200
Camera	1	$ 103	$ 103
Camera Memory	1	$ 10	$ 10
Camera Printer	1	$ 250	$ 250
Surge Protectors	8	$ 15	$ 117
Fax Machine	2	$ 230	$ 460
APC 500VA UPS	8	$ 100	$ 803
APC 1500VA UPS	2	$ 600	$ 1,200
APC 3000VA UPS	2	$ 960	$ 1,920
APC Rack Mount Kit	2	$90	$180
Switched PDU	1	$ 399	$ 399
APC SNMP Management	1	$ 353	$ 353
ReadyNAS	1	$ 1,250	$ 1,250
Software Licenses			
Windows 2008 CAL	11	$ 24	$ 264
Windows Server 2008	4	$ 582	$ 2,328
XenAPP - Citrix Software	11	$-	$-
Windows Server 2008 TS CALs	11	$ 68	$ 746
Sophos Anti-Virus License	11	$19	$209
Office 2007 Standard	11	$ 307	$ 3,377
		Total	$ 59,802

Grand Total $100,696

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Prepared For:

Monica Roldan
Director of Clinical Information Technology
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ELEKTA
IMPAC SOFTWARE

Prepared By:

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Richard.Newbery@Elekta.com

Expiration Date: 9/1/2011 **Quote #: 12270IMPC** Currency: USD

Part #	Name	Qty	Price
15300-000000-IQRO	**MOSAIQ Resource Scheduling**	10	$ 16,500.00

Department Scheduling system

Full-Featured Department Scheduling system includes user-defined views of staff, resource, and department schedules. Features include flexible templates, wave/series scheduling, sophisticated conflict checking/resolution and find-next capability

45000-000000-IQRO	**MOSAIQ RO**	3	$ 82,500.00

Electronical Medical Record for Radiation Oncology

Radiation oncology treatment management solution that includes the ability to import and manage DICOM RT plans/images to expedite the generation of complex radiation oncology prescriptions & treatment calendars; and machine and image device connectivity to support pre/post treatment validation, review, and analysis.

MOSAIQ RO includes IMPAC's ViewStation Clinical Image Management, MLCFit and SEQUENCER modules. ViewStation Clinical Image Management, MLCFit and SEQUENCER require device connectivity (sold separately).

15000-000000-IQRO	**IQ Server Software**	1	$ 16,500.00

IQ Server Software

Foundation for IMPAC's integrated EMR/practice management system. Includes patient master index (PMI), internal & external directories, system utilities, configuration libraries, and barcoding capability.

Requires MS SQL (see TPP)
Barcoding requires barcoding devices (not included)

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55500-001440-IQRO	**MOSAIQ IGRT Connectivity for Varian Truebeam**	1	$ 104,500.00

IGRT Connectivity kit for Varian Truebeam

Connectivity kit for Varian OBI enabled device with cone-beam, the 4D ITC equiped linear accelerator, EPID connectivity and MLC/IMRT connectivity.

45010-001440-IQ	Interface to Varian Truebeam 4D Linac	1
45011-001440-IQ	Connectivity to Varian Truebeam MLC / IMRT	1
55400-001440-IQ	Connectivity to OBI/cone-beam image generation system	1

45016-001101-IQRO	**Connectivity to Varian VMAT**	1	$ 15,000.00

Varian VMAT with non-Eclipse Treatment Planning

This interface provides support for VMAT delivery in MOSAIQ. Necessary data and setup parameters are transferred from MOSAIQ to the linear accelerator.

45014-022001-IQRO	**Connectivity to DICOM RT Philips/ADAC Pinnacle**	1	$ 11,000.00

Interface to Treatment Planning System / Virtual Simulation

Treatment Planning Connectivity supports the import of DICOM RT plans & images from virtually any treatment planning or virtual Simulation System. The extent of the information imported depends on the treatment planning system & the type of interface.

91200-000000-INRO	**Product Transfer: On-site Install**	1	$ 8,000.00

Transfer Product from one to another

On-site installation & testing to switch from one installed product model to another (done on-site)

90200-000000-TRRO	**Multi-ACCESS / MOSAIQ On-Site Training**	4	$ 11,000.00

On-site training during regular working hours

On-site training visit by IMPAC trainer focusing on agreed-upon goals, format, and agenda

90202-000000-TRRO	**Web-Based Training Class**	16	$ 4,800.00

On-line Training

Participation in web-based training class defined and presented by IMPAC to multiple users/centers or as a one to one custom session.

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TPP-SEQKVMEXT	**KVM Extender Kit for In-Room SEQUENCER Monitor**	1	$ 1,472.32

KVM Extender with cable for remote computer view/control
1 x ACS4001A-R2 (Black Box ServSwitch Single DVI-D CATx KVM Extender, USB)
1 x A3L980-150-BLUS (Belkin CAT6 150' patch cable, RJ45)

TPPLSR-LCDWSMON	**HP LCD Monitor for MOSAIQ Workstations**	1	$ 519.52

1 x EF227A8 (HP LP2065 20-inch TFT Flat Panel)

TPPLSR-WSKBDMOUS	**HP Keyboard and Mouse for MOSAIQ Workstation**	1	$ 45.90

1 x RC465AA (HP USB Keyboard and Mouse Bundle)

TPP-BCODEPRINT	**Barcode Printer Kit for MOSAIQ**	1	$ 340.79

Zebra LP2824 Label Printer with USB Cable and Labels
1 x 2824-21100-0001 (Zebra LP2824 203DPI/DT/SER/USB/51 (kit))
1 x F3U133-06 (BELKIN USB CABLE A-B 6FT)
2 x SLP-2RL (Seiko Address Labels; (White) 260 labels 1-1/8in. x 3-1/2in.)

TPP-BCODESCAN	**Barcode Scanner Kit for MOSAIQ**	3	$ 494.79

Metrologic MS9540 USB Barcode Scanner
1 x MK9540-72A38 (Metrologic MS9540 VoyagerCG Barcode Scanner USB)

TPPLSR-SQLUSRCAL	**Microsoft SQL Server User CALs (STD/ENT)**	20	$ 3,942.00

1 x 359-05037 (Microsoft SQL Server 2008 - User CAL)

Standard Price	$ 276,615.32
Strategic Partnership Discount	$ 77,046.76
Quote Total	$ 199,568.56

Payment Terms are as follows: upon signing the Purchase and License agreement, 50% of software total is due along with a purchase order; 100% of third party items is also due at signing; the remaining software total is due upon acceptance of software.

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R002822

Maintenance & Support is included for a period of 12 months beyond acceptance of IMPAC software products. Annual maintenance is calculated at 15% of the standard software price.

Richard Newbery
Software Sales Manager

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1. Subject to Elekta, Inc. Standard Terms & Conditions or those previously negotiated for IMPAC products.

2. Freight and other shipping charges, state, local and other taxes, and import/export licenses are not included in this quotation.

3. Unless otherwise indicated, procurement, installation, and maintenance of network cabling, switches, routers, workstations, servers, and operating systems are not covered by this quotation.

4. Unless otherwise indicated, treatment machine interfaces, simulator interfaces, digital image source devices, and any other third-party interfaces are not covered by this quotation.

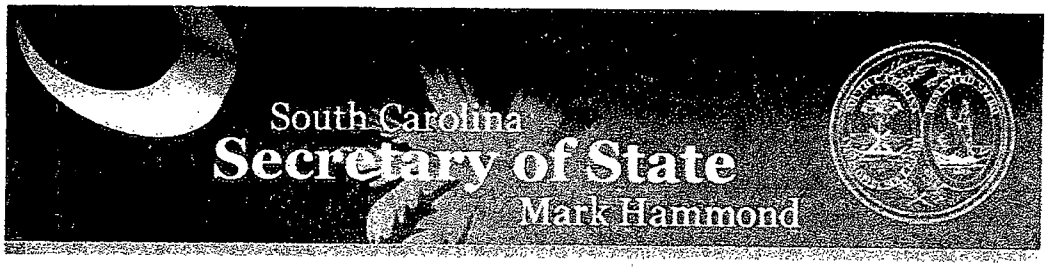
5. If not specified in the quotation, the customer must specify the manufacturer, model, and version of all treatment machines, simulators, and digital image sources..

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EXHIBIT 11

Certificate of Existence for CRCC

0196



CAROLINA REGIONAL CANCER CENTER, LLC

Note: This online database was last updated on 2/25/2011 6:01:38 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	CORPORATION SERVICE COMPANY
ADDRESS:	5000 THURMOND MALL BOULEVARD
CITY:	COLUMBIA
STATE:	SC
ZIP:	29201
SECOND ADDRESS:	
FILE DATE:	06/12/1992
EFFECTIVE DATE:	06/12/1992
DISSOLVED DATE:	/ /

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	06/04/2010	CONV. FR CAROLINA REGIONAL CANCER CENTER, INC.	
Amendment	04/30/2010	CH NM FR CAROLINA REGIONAL CANCER CENTER PA	
Amendment	06/18/2002	AMD/CH NM FR-R STEVEN BASS MD PA	Image
Incorporation	06/12/1992	ART	Film

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

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EXHIBIT 12

Financial Liabilities of CRCC as of 12/31/2010

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		Year To Date Balance	Prior Year Year To Date Balance

Liabilities and Equities

Liability

ACCOUNTS PAYABLE

20000-200-0000-41009-0000	ACCOUNTS PAYABLE	334,886.32	.00
20010-200-0000-41009-0000	ACCOUNTS PAYABLE CLEARING	174.66	.00
20120-200-0000-41008-0000	ACCOUNTS PAYABL-AP-Dflt-CSC-Dflt	131,904.68	.00
20120-200-0000-41009-0000	ACCOUNTS PAYABLE - ACCRUALS	53,730.98	.00

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Accounting Period Ending: 12/31/2010

		Year To Date Balance	Prior Year Year To Date Balance
20127-200-0000-41009-0000	AP LEASE PAYMEN-AP-Dflt-CMS-Dflt	19,720.49	.00
Total ACCOUNTS PAYABLE		540,417.13	.00
ACCRUED EXPENSES			
20400-205-0000-41009-0000	ACCRUED BONUS	523,873.74	.00
21100-205-0000-41009-0000	ACCRUED PAYROLL TAXES	1,045.66	.00
21200-205-0000-41009-0000	ACCRUED RETIREMENT PLAN	31,559.68	.00
21500-205-0000-41009-0000	FHI PAYABLE	61,280.86	.00
21700-205-0000-41009-0000	FUTA PAYABLE	74.52	.00
22000-205-0000-41009-0000	SUTA PAYABLE	282.01	.00
22300-205-0000-41009-0000	PAYROLL DEDUCT - DENTAL INS	1,525.70	.00
22400-205-0000-41009-0000	PAYROLL DEDUCT - DISABILITY IN	6,469.29	.00
22450-205-0000-41009-0000	PAYROLL DEDUCT-LT DISABILITY	5,585.78	.00
22500-205-0000-41009-0000	PAYROLL DEDUCT - HEALTH INS	1,004.00	.00
22600-205-0000-41009-0000	PAYROLL DEDUCT - VISION INS	1,613.17	.00
22800-205-0000-41009-0000	PAYROLL DEDUCT - RETIREMENT	(87.38)	.00
22850-205-0000-41009-0000	PAYROLL DEDUCT-CRITICAL ILLNES	5,678.28	.00
22860-205-0000-41009-0000	PAYROLL DEDUCTION - CANCER	9,002.67	.00
22870-205-0000-41009-0000	PAYROLL DEDUCTION - ACCIDENT	1,919.44	.00
22900-205-0000-41009-0000	PAYROLL DEDUCT-UNIVERSAL LIFE	4,324.39	.00
22950-205-0000-41009-0000	PAYROLL DEDUCT - FLEX MEDICAL	1,601.88	.00
Total ACCRUED EXPENSES		656,753.69	.00
INCOME TAXES - CURRENT			
Total INCOME TAXES - CURRENT		.00	.00
DEFERRED INCOME TAXES-CURRENT			
Total DEFERRED INCOME TAXES-CURRENT		.00	.00
CURRENT PORTION LTD			
Total CURRENT PORTION LTD		.00	.00
LTD LESS CURRENT PORTION			
Total LTD LESS CURRENT PORTION		.00	.00
OTHER LONG TERM LIABILITIES			

0200

	Year To Date Balance	Prior Year Year To Date Balance
Total OTHER LONG TERM LIABILITIES	.00	.00
DEFERRED INCOME TAXES		
Total DEFERRED INCOME TAXES	.00	.00
MINORITY INTEREST		
Total MINORITY INTEREST	.00	.00
Total Liability	1,197,170.82	.00

0201

EXHIBIT 13

Lease between CRCC and RSB Conway Medical Properties, LLC

0202

NOTICE REQUIRED BY SECTION 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective as of August 1, 2010, by and between RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Landlord"), and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, having its principal place of business at 4708 Oleander Drive, Myrtle Beach, South Carolina (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the rents hereinafter reserved and the covenants and agreements hereinafter expressed on the parts of the parties to be performed, the Landlord leases unto the Tenant, and the Tenant leases from the Landlord, the land and premises hereinafter described on the terms and conditions stated, to-wit:

1. LEASED PREMISES. The leased premises ("Leased Premises") are described on the attached Exhibit A and shown on the attached Exhibit A-1 and generally known as Burning Ridge Medical Lot 5B, Horry County Tax Parcel 151-27-03-129, 252 Myrtle Trace Drive, Conway, SC 29526.

2. TERM AND RENEWALS. TO HAVE AND TO HOLD the Leased Premises for and during the term (the "Initial Term") commencing on the date of this Lease set forth in the first paragraph of this Lease and expiring on the 31 day of July, 2015, unless sooner terminated [illegible] shall renew automatically for two additional five (5) year

terms (each hereinafter referred to as a "Renewal Term") (the Initial Term and any and all Renewal Terms, collectively, the "Term") each beginning on August 1st and expiring on the fifth (5th) succeeding July 31st unless (i) Tenant notifies the other in writing of its intent not to renew this Lease not less than 365 days prior to the end of the then current lease term; or (ii) Tenant is in default of its obligations under this Lease beyond the expiration of notice and cure periods as of the expiration of the then current term.

3. RENT. From the date hereof through July 31, 2011, Tenant shall pay to Landlord as rent for the Leased Premises the sum of Sixty Thousand and 00/100 ($60,000.00) Dollars per annum. Such rent shall be payable in equal monthly installments of Five Thousand and 00/100 ($5,000.00) Dollars per month (the "Base Monthly Rent"), payable in advance on the first day of every calendar month. Such Base Monthly Rent shall be adjusted as of the first day August, 2011, and on the first day of each August thereafter during the Term as hereinafter provided. The first such adjustment shall take place beginning August 1, 2011, with such first adjusted rental payment being due and payable on August 1, 2011, the resulting adjusted rental payment is hereinafter referred to as the "Adjusted Monthly Rent." Subsequent adjustments will take place and Adjusted Monthly Rent will be due as of the first of August of each year during the remainder of the Term.

Adjusted Monthly Rent will be the amount computed by a formula which uses the Consumer Price Index for All Urban Consumers, U.S. City Average (1982–84 = 100) unadjusted, "All items", as determined by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C., hereinafter referred to as the "CPI", as a basis for adjustment.

For the rent adjustment effective August 1, 2011, the "Base Month CPI" will mean the CPI for June, 2010, and the Adjustment Month CPI" will mean the CPI for June, 2011. For

subsequent rent adjustments, "Base Month CPI" will mean the CPI for the June that is 12 months prior to the August adjustment date, and "Adjustment Month CPI" will mean the CPI for the month of June immediately preceding the August adjustment date. The formula for computing each such Adjusted Monthly Rent will be:

$$\frac{\text{Adjustment Month CPI}}{\text{Base Month CPI}} \times \text{Existing Monthly Rent}$$

where Existing Monthly Rent is the rent in effect immediately prior to the adjustment.

Notwithstanding the foregoing, if Adjustment Month CPI is lower than Base Month CPI, then no such rent adjustment shall be made and rent shall continue at the same rate until the next adjustment date. In the event that the Adjustment Month CPI is not available on the due date of the Adjusted Monthly Rent payment, then the Tenant will pay an amount equal to the prior month's rent (Base Monthly Rent or Adjusted Monthly Rent, as the case may be), and the remainder of the Adjusted Monthly Rent will be due and payable within ten (10) days after the Adjustment Month CPI is made available.

Landlord shall deliver a written shall notice to Tenant specifying the Adjusted Monthly Rent; provided, however, that Landlord's failure to deliver such notice shall not waive Landlord's right to collect such Adjusted Monthly Rent. If Tenant fails to fully pay the Base Monthly Rent or Adjusted Monthly Rent within fifteen (15) business days after it is due, Tenant shall also pay:

(i) a late charge equal to 2 percent of the unpaid Base Monthly Rent or Adjustment Monthly Rent.

Notwithstanding the Adjusted Monthly Rent provisions set forth above, in the event the Adjusted Monthly Rent as of a Valuation Date (defined below) during the Term is less than the then current fair market rental value for the Leased Premises, then the Adjusted Monthly Rent as

of such date will be the fair market rental value for the Leased Premises, as determined by a real estate consultant (mutually agreeable to Landlord and Tenant) knowledgeable in leasing medical office properties. If the parties are unable to agree upon a real estate consultant, each party shall choose its own consultant and the average fair market rental value as determined by each consultant shall be the fair market rental value, but in no event shall that number be less than the Adjusted Monthly Rent as determined by the CPI adjustment method above. As used herein, "Valuation Date" shall mean each of the following dates: August 1, 2015 and August 1, 2020.

4. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations, additions, replacements or improvements to any portion of the Leased Premises without Landlord's prior written consent in each instance which consent shall not be unreasonably withheld. Upon any request by Tenant to make any alterations, additions, replacements or improvements in excess of $20,000, Landlord reserves the right to require Tenant to submit to Landlord plans and specifications for Landlord's review and reasonable approval. Landlord's failure to approve Tenant's plans within thirty (30) days after Tenant request shall be deemed an approval. Tenant shall, at Tenant's sole cost and expense, (i) promptly and with due diligence perform such alterations, additions, replacements and improvements in a good and workmanlike manner and with contractors reasonably approved in advance and in writing by Landlord, (ii) obtain all permits, approvals and certificates necessary for the commencement and completion of such alterations, additions, replacements and improvements, (iii) perform such alterations, additions, replacements and improvements in compliance with all applicable laws, ordinances, requirements, orders, rules and regulations and all insurance requirements, and (iv) pay to Landlord (and reimburse Landlord for) all actual and reasonable, out-of-pocket costs, expenses and fees incurred by Landlord in connection with such

alterations, additions, replacements or improvements (including in connection with reviewing any plans and/or specifications for such alterations, additions, replacements or improvements). Upon the expiration or earlier termination of this Lease, Tenant shall remove from the Leased Premises all furniture, equipment, trade fixtures and other personnel property owned and placed in or on said Leased Premises by Tenant, provided the same are removed without damage to the Leased Premises. All additions and improvements made on the Leased Premises by Tenant which have become affixed to the Leased Premises shall become and remain the property of Landlord without liability on the part of Landlord to pay for the same, and Tenant shall not be entitled to remove from the Leased Premises such fixed improvements and additions as made by Tenant or Landlord.

Notwithstanding anything contained in this Lease to the contrary, Landlord's consent shall not be required for (i) non-structural changes to the Leased Premises which cost less than $150,000 in each instance or (ii) minor changes to the Leased Premises such as painting, wall papering, installation of cabinets, shelves and any and all movable equipment, furniture, decorations, furnishings and other personal property that is not affixed to the Leased Premises, Tenant shall not be required to remove any alterations, installations, additions or improvements which have been approved by Landlord in accordance with this Lease.

5. USE OF PREMISES. The Leased Premises may be used by Tenant solely to operate a radiation oncology medical practice (and related medical services, the "Permitted Uses"), and is also subject to any restrictions, easements, liens or other encumbrances of record, including those Permitted Title Exceptions set forth on the attached Exhibit B. The foregoing notwithstanding, Tenant shall have no affirmative obligation to utilize the Premises, provided that Tenant shall continue to pay Rent and perform the obligations imposed upon Tenant by this

Lease. Landlord represents that to his knowledge, without inquiry, all construction of improvements on the Leased Premises has been done in compliance with all applicable building codes and regulations. In the event that, pursuant to any action or direction of any governmental authority, the Certificate of Occupancy covering the Leased Premises is altered such that the use of the Leased Premises as permitted hereunder is prohibited, and accordingly Tenant is not be able to continue to use the Leased Premises for the conduct of its normal business operations, Tenant may contest by appropriate legal proceedings diligently conducted in good faith, at its own cost and expense, the validity or application of any such change in the Certificate of Occupancy with which Tenant is required to comply. Landlord shall use appropriate and reasonable efforts to assist Tenant with such contest. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said Leased Premises, and shall be required to make any required alterations to the Leased Premises to comply with law arising out of Tenant's particular manner of use of the Leased Premises.

Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the Lease Premises, and will not permit any act to be done or any condition to exist on the Leased Premises or any article to be bought thereon which may be dangerous, unless safe-guarded as required by law, or which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect to the Leased Premises, Tenant shall also fully and promptly comply with, at Tenant's sole cost and expense, all matters of record affecting the Leased Premises and with all laws,

codes, ordinances, orders, regulations, permits, rules and zoning classifications affecting the Leased Premises.

Tenant acknowledges and agrees that neither Landlord nor any of Landlord's agents have made any representations or warranties (either express or implied) with respect to the Leased Premises or the condition of the Leased Premises or any matter related to the Leased Premises, and Tenant accepts the Leased Premises in "AS IS" and "WHERE IS" condition, with all faults and defects (both known and unknown, including those Permitted Title Exceptions as set forth on the attached Exhibit B) except as expressly set forth herein. Tenant agrees that, by leasing the Leased Premises and taking or continuing possession of the Leased Premises, Tenant has examined the Leased Premises and has approved all matters concerning the Leased Premises which Tenant deems material to Tenant's leasing and use of the Leased Premises. Except as otherwise specifically set forth in this Lease, Landlord shall have no obligation to make any improvements, alterations, repairs or maintenance to the Leased Premises prior to or during the Term.

Tenant shall use the Leased Premises at Tenant's own risk. Landlord shall not be liable to Tenant or any of Tenant's employees, licensees, invitees or guests or any other person for any loss, injury or damage to property or person occasioned by theft, force majeure or any other cause. All property placed on, in or about the Leased Premises by, at the direction of, or with the consent of Tenant or any of Tenant's employees, agents, licensees or invitees shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever, except for Landlord's negligence or willful misconduct.

During the Term, Tenant covenants and agrees that Tenant and Tenant's employees, agents, invitees, licensees and contractors shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal, state or local law, ordinance, rule or regulation related to the environment, health or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported or located on, in, under or about the Leased Premises in violation of applicable law. Landlord shall deliver possession of the Leased Premises to Tenant free and clear of all liens, encumbrances, open taxes or municipal violations, and to the best of Landlord's knowledge, no Hazardous Materials are present at the Leased Premises in material violation of applicable Environmental Law, Tenant covenants and agrees to remove and/or remediate at its sole cost any and all Hazardous Materials placed, disposed or otherwise released at the Leased Premises in violation of applicable Environmental Law during the Lease term, Tenant further covenants and agrees to indemnify, protect and save Landlord harmless from and against any and all damages, losses, costs (including reasonable removal or remediation costs), liabilities, obligations, penalties, claims, litigation, proceedings, or expenses of any kind or of any nature whatsoever (including reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, arising out of or in anyway connected with the presence of any Hazardous Materials on, in, under or affecting all or any portion of the Leased Premises, caused or existing

on or after the Lease commencement date, Landlord covenants 'and agrees to remove and/or remediate at its sole cost any and all Hazardous Materials placed, disposed or otherwise released at the Leased Premises in violation of applicable Environmental Law prior to the Lease commencement date, Landlord further covenants and agrees to indemnify, protect and save Tenant harmless from and against any and all damages, losses, costs (including reasonable removal or remediation costs), liabilities, obligations, penalties, claims, litigation, proceedings, or expenses of any kind or of any nature whatsoever (including reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, arising out of or in anyway connected with the presence of any Hazardous Materials on, in, under or affecting all or any portion of the Leased Premises, caused or existing prior to the Lease commencement date, or caused by the negligence or willful misconduct of Landlord or Landlord's agents, servants, employees, invitees or contractors during the Lease term.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign or sublet the Leased Premises, or any part thereof, without the written consent of the Landlord being first had and obtained, which consent shall not be unreasonable withheld. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to (i) assign this Lease or sublet all or a portion of the Leased Premises to an "affiliated entity" and/or (ii) sublet all or any portion of the Leased Premises to a physician, physician group, or professional corporation licensed to practice medicine in the State of South Carolina or to such other individuals or entities providing health-related services, without first obtaining Landlord's prior consent; and/or license use of the space to third party provided that Tenant continues to operate its business in the Leased Premises. For the purposes hereof, "affiliated entity" shall mean any entity that controls, is

controlled directly or indirectly by, or is under common control with Tenant, or any entity into which Tenant may merge or consolidate with, whether or not Tenant survives such merger or consolidation, or any entity which acquires all or substantially all of the assets, stock, or other equity interest of Tenant, Tenant shall remain liable to Landlord under the terms of the Lease notwithstanding any assignment or subletting made pursuant to subsections (i) or (ii) above.

7. MAINTENANCE. During the entire Term, Tenant shall be responsible, at no cost or expense to Landlord, for maintaining and repairing the Leased Premises and keeping same in good condition and repair, including, without limitation, (i) all interior surfaces and all electrical, mechanical, sprinkler, plumbing, heating, ventilation, air conditioning and other systems and facilities, (ii) all exterior grounds, parking areas, accessways, walkways, lighting, landscaping and other similar facilities and improvements, (iii) all structural portions of the Leased Premises, including the roof, walls, foundation and columns, and (iv) all other portions of the Leased Premises including all glass, plate glass and signage. Tenant shall also be responsible, at no cost or expense to Landlord, for maintaining, repairing and replacing (as necessary) all equipment, machinery, furniture and fixtures. Tenant shall perform all of Tenant's repair, replacement and maintenance obligations under this paragraph in a good and workmanlike manner, in a first class manner and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements. Tenant's duty to maintain the heating, ventilation and air conditioning system shall include the duty to enter into and maintain, at Tenant's sole cost and expense and during the Term, a contract for the routine and periodic maintenance and regular inspection of such heating, ventilation and air conditioning system and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and

recommendations. If Tenant fails to make any repairs or replacements or perform any maintenance for which it is responsible, within thirty (30) days after written notice thereof (or immediately in the event of an emergency), Landlord may, at its sole option, make the repairs or replacements or perform the maintenance and all costs and expenses thereof shall be paid by Tenant within ten (10) business days of demand, together with interest thereon at eighteen percent (18%) per annum or the maximum then allowed by applicable law ("Interest Rate"). Upon Tenant's written request to Landlord, Landlord shall, at no cost or liability to Landlord and without any representation or warranty of any kind, assign to Tenant any warranties received by Landlord for any items required to be maintained by Tenant under this Lease. Landlord and its agents, employees and designees shall have the right at all reasonable times (and at anytime in the event of an emergency), after prior written or oral notice to Tenant and mutually agreeable times (except that no notice shall be required in an emergency), to enter the Leased Premises or any part thereof to inspect and examine the same, for the purpose of making any repairs to or within the Leased Premises, and for any other reasonable purpose. Landlord acknowledges that Tenant is a health care provider subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and in accordance therewith, Tenant is required to maintain the privacy of its patients. Landlord agrees to use commercially reasonable efforts to avoid contact with such confidential patient records or other information when access to the Leased Premises by Landlord is permitted hereunder, and Landlord shall be accompanied by an agent or employee of Tenant when entering the Leased Premises in accordance with the terms of this Lease.

Upon the expiration or earlier termination of this Lease, Tenant shall return to Landlord the Leased Premises and all parts, systems and components of the Leased Premises in working order and condition and in compliance with all applicable laws, codes, ordinances, regulations,

permits and other governmental and quasi-governmental requirements and all insurance requirements. If, upon the expiration or earlier termination of this Lease, the Leased Premises and all parts, systems and components of the Leased Premises are not in working order and condition and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements, then, Landlord may, at Landlord's election, make any necessary repairs or replacements to place the Leased Premises and all parts, systems and components of the Leased Premises in good working order and condition and in compliance with all applicable laws, codes, ordinances, regulations, permits and other governmental and quasi-governmental requirements and all insurance requirements. Tenant shall reimburse Landlord for such costs within twenty (20) days of demand therefor. Tenant's obligations and liabilities under this paragraph shall survive the expiration or earlier termination of this Lease.

8. PAYMENT OF TAXES. Within thirty (30) days of Landlord's written request to Tenant, Tenant shall pay to Landlord (or as Landlord shall otherwise direct) as follows: (i) one hundred percent (100%) of the Real Estate Taxes (as defined below) levied, charged or assessed against or upon the buildings and improvements located on the Leased Premises during the Term, "Real Estate Taxes" means any and all real estate taxes, general and special assessments, sewer charges and all other governmental and quasi-governmental taxes, assessments, fees, charges and impositions and all assessments, fees or charges. Tenant shall also pay, prior to delinquency and to the applicable taxing authority, all taxes, assessments, fees, impositions and charges assessed against or attributable to (a) Tenant's business operations at the Leased Premises, (b) the use or occupancy of the Leased Premises, (c) the rent payable under this Lease,

and (d) any personal property, equipment, machinery, inventory, fixtures or trade fixtures located within, on or about the Leased Premises.

9. UTILITIES. Tenant shall be responsible, at Tenant's sole cost and expense, for the furnishing and payment of all utilities and services related to the Leased Premises, including the security system, heat, air conditioning, gas, water and sewer, electricity, and any public utilities, during the entire Term. Tenant shall be responsible, at Tenant's sole cost and expense, for all maintenance, repairs and replacements of the security system, heating and air conditioning system and all other systems and facilities serving the Leased Premises. Notwithstanding the foregoing or anything to the contrary contained in this Lease, the interruption or termination of any utilities or services serving the Leased Premises from any cause shall not (a) render Landlord liable in any respect unless same is the result of Landlord negligence or willful misconduct, (b) be construed as an eviction of Tenant, (c) result in an abatement of rent or any other sum due and payable pursuant to this Lease, or (d) relieve Tenant from any of Tenant's obligations hereunder (including the prompt and full payment of rent).

10. FIRE AND EXTENDED COVERAGE INSURANCE. The Tenant, throughout the term of this Lease agrees to take out and maintain at Tenant's sole expense fire and extended coverage insurance (comparable to those currently maintained by Tenant under current lease with Steve Bass, the policy limits and coverage amounts will be adjusted according to the differences in building valuation, given the with additional coverage from time to time against loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the improvements) on the building or buildings located on or hereafter constructed on or upon the Leased Premises in the amount of

the full insurable value thereof. The Landlord shall be named as an insured party (as Landlord's interest may appear) and copies of the policy or policies will be furnished to the Landlord and be held by Landlord throughout the Term of this Lease. The amount of such insurance shall be deemed adequate to fulfill the requirements of this paragraph unless Landlord notifies Tenant within ten (10) days after receipt of said policy or policies of any deficiency therein. In any case, the underwriter's determination of the full insurable value shall be binding on the parties hereto.

11. DAMAGE. In the event the improvements now existing or hereafter erected upon the Leased Premises shall be totally destroyed or damaged to the extent of fifty (50%) percent or more of the value thereof by fire or other casualty, the Tenant may elect within thirty (30) days after such damage to terminate this Lease by giving Landlord written notice of such termination and thereupon both parties shall stand released of and from all liabilities under this Lease, except that the Landlord shall be entitled to all proceeds of insurance provided for under the policy or policies of fire and extended coverage insurance provided for herein. If the improvements shall suffer damage to any extent less than fifty (50%) percent of the value thereof, or if Tenant does not elect to terminate as aforesaid, then the Tenant agrees to proceed promptly and without expense to the Landlord to repair the damage or restore the improvements until said Leased Premises are completely reinstated or restored. Rent as provided for herein will not abate during such restoration period. In such event the total amount collected under any policy or policies of fire and extended coverage insurance shall be utilized by Tenant in order to complete said restoration. Any additional amounts necessary to complete such restoration shall be the sole responsibility of Tenant.

12. INDEMNIFICATION. Tenant agrees to indemnify, defend and save Landlord harmless (except in the event of sole negligence on the part of Landlord, its employees, or agents

or their willful misconduct, acts or omissions) against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of any business operated by Tenant in or on the Leased Premises or from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease Agreement or from any act of negligence of Tenant, Tenant's agents, contractors, servants, employees, sublessees, concessionaires, invitees, licensees or trespassers in or about the Leased Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the sole risk of Tenant. Tenant agrees to pay and discharge any mechanic's, materialmen's, or other lien against the Leased Premises or Landlord's interest therein claimed in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Tenant, provided that Tenant may contest such lien claim upon furnishing to Landlord such indemnification for the final payment and discharge thereof by bonding at Tenant's election, together with the costs and expenses of defending the same, as Landlord may reasonably require. Nothing contained in this Lease Agreement shall be so construed as to in any way subject Landlord's interest in the Leased Premises to any such lien.

Landlord shall not be liable to Tenant for any damage occasioned by plumbing, electrical, gas, water, steam or other utility pipes, ' systems and facilities or by the bursting, stopping, leaking or running of any tank, washstand, closet or waste or other pipes in or about which they are apart, unless directly resulting from facilities controlled and maintained by Landlord and

from Landlord's act or neglect; nor, for any damage occasioned by water being upon or coming through the roof, skylight, vent, trapdoor, or otherwise unless resulting from Landlord's act or neglect.

13. LIABILITY INSURANCE. During the Term, Tenant shall, at Tenant's sole cost and expense, keep in full force and effect the following policies of insurance: (i) commercial general liability insurance with respect to the use and occupancy of the Leased Premises covering death, bodily injury, personal injury and property damage, with a contractual liability endorsement and with limits not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence and with Landlord and Landlord's designees and mortgagees named as additional insureds thereunder; (ii) workers' compensation insurance in the amount required by the laws of the State of South Carolina for the benefit of Tenant's employees; (iii) special extended coverage property insurance (ISO Causes of Loss Special Form) covering all perils generally included in the classification "all risks" covering all personal property, equipment, machinery, inventory and trade fixtures owned or leased by Tenant and located in, on or about the Leased Premises, in an amount not less than one hundred percent (100%) of the full replacement cost thereof; (iv) special extended coverage property insurance (ISO Causes of Loss Special Form) covering all perils generally included in the classification "all risks" covering the Facility and all buildings and improvements comprising part of the Leased Premises, in an amount not less than one hundred percent (100%) of the full replacement cost thereof and with Landlord (and at Landlord's election, Landlord's mortgagee, if any) named as an additional insured thereunder (the "Facility Property Insurance"); (v) business interruption insurance sufficient to cover Rent and other sums due from Tenant under this Lease for a period of one (1) year; (vi) umbrella liability coverage in an amount equal to at least Ten Million and no/100 Dollars

($10,000,000,00) in excess of the commercial general liability coverage set forth in provision (i) above; and (vii) any other insurance reasonably required by Landlord or Landlord's mortgagee. (b) Within fifteen (15) days after the date hereof and at least ten (10) days prior to the expiration of any policy of insurance Tenant is obligated to carry under this Lease, Tenant shall furnish Landlord a copy of said policy of insurance or an ACCORD Form 27 and such evidence that the premiums for said insurance for the ensuring year of coverage are paid as Landlord shall reasonably require.

All insurance policies required to be maintained by Tenant under this Lease shall (i) provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance, (ii) be issued by insurance companies authorized and licensed to do business in the State of South Carolina, with a policy holders rating of no less than "AX" in the most current edition of Best's Insurance Reports, (iii) contain annual deductibles not to exceed $10,000.00, which shall be paid solely by Tenant (including without limitation, in the event Tenant terminates the Lease in accordance with the provisions of Section 11), (iv) provide thirty (30) days prior notice of cancellation or material modification to all parties named therein as insured or additional insured and (v) be otherwise in a form reasonably acceptable to Landlord and Landlord's mortgagee.

If Tenant fails to obtain any of the insurance required under this Lease or fails to maintain the same in full force and effect continuously during the Term, then Landlord shall have the immediate right to obtain such insurance, and Tenant shall reimburse Landlord upon demand for all costs and expenses of obtaining such insurance.

14. DEFAULT. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant, or any successor or assignee of Tenant while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

(c) If Tenant shall fail to pay Landlord (or as Landlord has otherwise directed) any rent or other charges when the rent or charges shall become due, and shall continue such failure for a period of ten (10) days after notice thereof Landlord to Tenant. If Landlord notifies Tenant of Tenant's failure to pay Rent or any other charges more than three (3) times during the Term, then no further notice or cure period shall be applicable and an event of default without notice or cure shall have occurred.

(d) If Tenant shall fail to perform or comply with any of the agreements, covenants or conditions of this Lease and if the nonperformance shall continue for a term of thirty (30) days after notice thereof by Landlord to Tenant, or, if the performance cannot be reasonably had within the thirty-day period, Tenant shall not in good faith have commenced performance within the thirty-day period and shall not diligently proceed to completion of performance.

(e) If Tenant shall vacate or abandon the Leased Premises for more than ninety (90) days or shall fail to comply with or observe any of the agreements or covenants set forth herein.

(f) Any default shall occur under any guaranty of Tenant's obligations under this Lease.

In the event of any default under this Lease, the rights of Landlord shall be, in addition to all rights and remedies otherwise available under this Lease, at law or in equity, as follows:

(a) Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than ten (10) days notice of the cancellation and termination. At the expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default. If Landlord makes a payment on behalf of Tenant or if Landlord incurs any cost or expense on behalf of Tenant or to cure or remedy any Tenant default, then Tenant shall immediately reimburse Landlord for said payment, costs or expenses and said payment, costs or expenses shall accrue interest from the time of payment at the rate equal to the lesser Interest Rate, and the amount thus due shall constitute additional rent hereunder.

(c) Landlord may re-enter the Leased Premises, after giving Tenant not less than ten (10) days written notice of such re-entry, and may remove the property and personnel of Tenant, and store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. After re-entry, Landlord may terminate the Lease on giving ten (10) days' written notice of termination to Tenant. Without such notice, re-entry will not terminate the Lease. On termination, Landlord may recover from Tenant all damages resulting from breach.

(d) After re-entry, Landlord may re-let the Leased Premises or any part thereof for a any term without terminating this Lease, at a rent and on the terms that Landlord may choose.

Notwithstanding anything to the contrary contained in this Lease or law, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages or Tenant's damages in the event of a default by Tenant under this Lease, either by attempting to relet the Leased Premises or otherwise.

15. NOTICES. All notices required to be given to Landlord hereunder shall be sent by registered or certified mail to and all rent payments shall be made to Landlord at:

4708 Oleander Drive
Myrtle Beach, South Carolina 29577

or to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by registered or certified mail.

All notices required to be given to Tenant shall be sent by registered or certified mail to Tenant at:

c/o 21st Century Oncology, LLC
2234 Colonial Boulevard
Fort Meyers, Florida 33907

with a copy to:

4708 Oleander Drive
Myrtle Beach, South Carolina 29577

or to such other address as Tenant may direct from time to time by written notice forwarded to Landlord by registered or certified mail.

16. HOLDING OVER. In the event Tenant continues to occupy the Leased Premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Landlord elects to accept the rent thereafter, a tenancy from month to month only shall be created and not for any longer period of time.

17. NON-DISTURBANCE. Landlord shall use commercially reasonable efforts to obtain from all present and future ground-lessors and mortgagees a non-disturbance agreement in form and substance reasonably satisfactory to Tenant which provides that, so long as Tenant not be in default in the payment of the rent and additional rent and the performance and observance of all material covenants, conditions, provisions, terms and agreements to be performed or observed by Tenant under this Lease, the holder of such ground leases and mortgages shall not interfere with, hinder or molest Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Leased Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease. The lien of any such ground lease or mortgage shall not cover Tenant's property or other trade fixtures or personal property located in or on the Leased Premises. Landlord represents to Tenant that, as of the date hereof, there are no mortgages encumbering the Leased Premises.

18. MISCELLANEOUS. The Lease and all provisions hereof shall be subject to the following:

(a) The article and paragraph headings shall not be deemed to contain the subject matter nor be considered in the interpretation thereof, it being understood that the headings are for convenience and not for the purpose of interpretation.

(b) This instrument or any part thereof is not to be construed as a joint enterprise, a partnership, or any other relationship except that of Landlord and Tenant under provisions of the Lease contained in this instrument.

(c) The parties hereto agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

(d) No amendment or modification of this instrument shall be binding or effective unless it shall be in writing properly executed by the parties hereto. The terms, covenants, agreements and conditions contained herein constitute the entire agreement between the parties. No oral statement or prior written matter shall have any force or effect.

(e) Each and all of Tenant's agreements herein contained are conditions. The time of the performance of each such agreement is of the essence of this instrument and the strict performance of each such agreement shall be a condition precedent to the right of Tenant to remain in possession of the Leased Premises or to have this Lease continue in effect. The various rights, elections, powers and remedies of Landlord contained in this Lease shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

(f) If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this instrument or the application of such provision to persons or circumstances other than those as to which it is

invalid or unenforceable shall not be affected thereby, and each provision of this instrument shall be valid and enforced to the fullest extent permitted by law.

(g) This Lease may be executed for the convenience of the parties in several counterpart originals, each of which is in all respects identical to the other and complete. All counterparts, containing the signature of all parties to this Lease shall be deemed a valid and binding instrument for the purposes contained herein.

(h) Whenever the word "Tenant" or "Landlord" is used in this Lease it shall be deemed to include all the parties referred to as Tenant or Landlord on the first page of this Lease and all of said parties hereby agree to be jointly and severally liable and obligated for all the obligations of "Tenant" or "Landlord" under this instrument.

Subject to the provisions contained in this Lease, this instrument shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

19. BINDING AGREEMENT. The provisions contained herein shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

20. TENANT'S RIGHT TO ACQUIRE THE PREMISES:

During the Term Tenant shall have the right to acquire the Premises (the "Option") under the terms and conditions set forth in this Section 20. Tenant shall have the option, after completion of the third lease year (commencing August 1, 2013), to purchase the Premises at a price which is the higher of (i) $600,000.00 or (ii) fair market value ("FMV") as determined from an MAI Appraisal as hereinafter defined (such higher amount, the "Purchase Price"). Within thirty (30) days of Landlord's receipt of notice from Tenant that it desires to

purchase the Premises, Landlord shall, at its sole cost, obtain an MAI Appraisal from an appraiser of its choice and shall notify Tenant of the Purchase Price. If the Purchase Price is based on the FMV and Tenant disagrees with such value, Tenant shall obtain, at its sole cost, within thirty (30) days thereafter, another MAI Appraisal from an appraiser of its choice and shall notify Landlord of the FMV as determined thereby. If the FMV as determined by the Landlord's MAI Appraisal is within 5% (more or less) of the FMV as determined by Tenant's MAI Appraisal, then the Purchase Price shall be equal to the average of the two appraisals. If the difference is more than 5%, the two appraisers shall forthwith agree upon and appoint a third appraiser to produce a third MAI Appraiser. The final Purchase Price shall be the average of the two appraisals with the smallest difference in FMV. Tenant's right to exercise this purchase option shall continue in full force and effect throughout the duration of the Term. Landlord and Tenant shall share equally the costs, fees and expenses of the third MAI Appraisal, if obtained. In the event Tenant exercises the purchase option as set forth above the parties shall negotiate in good faith and execute a purchase and sale contract and the following conditions shall apply: (i) the closing shall occur sixty (60) days after the final Purchase Price is determined, at the offices of Landlord's attorney or, if applicable, at Tenant's lending institution or their attorneys' office, or at any other place as may be agreed to by Landlord and Tenant in writing; (ii) the Premises shall be conveyed subject only to the Permitted Title Exceptions and any other matters created by Tenant or arising out of Tenant's use and occupancy of the Premises and shall be free and clear of the lien of any mortgage, deed of trust, security interest, and all other monetary liens other than those created by Tenant or arising out of Tenant's use and occupancy of the Premises; (iii) said transfer shall be good, marketable fee simple title of which title is insurable by title insurance insuring a fee interest; and (iv) any transfer tax, documentary deed stamps, and any

other similar tax or governmental charges shall paid by Landlord. Notwithstanding anything contained in this paragraph to the contrary, the Purchase Price shall in no event be less than $600,000

Additionally, from the date hereof and throughout the balance of the Term, Tenant shall, subject to the terms hereof, have the right of first refusal (the "Tenant's Right of First Refusal") to purchase the Premises. If Landlord desires to sell the Premises or any portion thereof, Landlord shall notify Tenant, (the "Offer Notice") enclosing with such notice the terms and conditions of the proposed sale and an executed letter of intent or proposed contract from a bona-fide third party purchaser. Within ten (10) business days after the Offer Notice is given, Tenant may notify Landlord that Tenant or Tenant's designee will purchase such interest on such terms and conditions. In such event, Landlord shall sell and Tenant or Tenant's designee shall purchase the Premises on such terms and conditions. If Tenant does not so notify Landlord within such thirty (30) day period: (A), for a period of twelve (12) months after the expiration of such thirty (30) day period, Landlord may sell such interest to the purchaser or to any other party upon terms and conditions which are not materially more favorable to the purchaser than those set forth in the Offer Notice to Tenant (and subsequent to such purchase, the provisions of this Section 20 of the Lease shall no longer be applicable), (B) if Landlord does not sell such interest on such terms and conditions within such twelve (12) month period, then the provisions of this Section shall reapply as if Landlord had not previously given Tenant the Offer Notice, (C) if Landlord offers to sell the Premises on terms and conditions materially more favorable to the purchaser than those set forth in the Offer Notice to Tenant, such terms and conditions as so changed shall be deemed new terms and conditions and the provisions of this Section shall reapply to such terms and conditions, and (D) this Lease (except as expressly provided in the

following sentence) shall thereafter continue in full force and effect but Tenant shall no longer have the Option set forth above. If Tenant's Right of First Refusal is exercised: (i) the Premises shall be conveyed subject only to the Permitted Title Exceptions and other matters created by Tenant or arising out of the Tenant's use and occupancy of the property and shall be free and clear of the lien of any mortgage, deed of trust, security interest, and all other monetary liens other than those created by Tenant or arising out of Tenant's use and occupancy of the Premises; (ii) said transfer shall be good, marketable fee simple title of which title is insurable by title insurance insuring a fee interest; and (iii) any transfer tax, documentary deed stamps, and any other similar tax or governmental charges shall paid by Landlord.

Tenant may record a memorandum of this right to acquire in the Office of the Horry County Register of Deeds. If recorded, Tenant agrees to withdraw recording at its expense, if the rights terminate as specified in this section.

IN WITNESS WHEREOF, RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, has executed these presents, and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, as Tenant, by and through its proper officers, has caused these presents to be executed in its Association name as of the day and year first above written.

IN THE PRESENCE OF:

Landlord:

RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company

_____ By: _____

_____

Tenant:

Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company

_____ By: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, by and through its proper Officers, Sign, Seal and as its Limited Liability Company Act and Deed deliver the within written LEASE AGREEMENT; and that s/he with the second witness witnessed the execution thereof.

_____

SWORN to before me this 6th
day of August, 2010.

_____
Notary Public for South Carolina

My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF LEE)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, as Tenant, by and through its proper Officers, Sign, Seal and as its Limited Liability Company Act and Deed deliver the within written LEASE AGREEMENT; and that s/he with the second witness witnessed the execution thereof.

SWORN to before me this 17th day of August, 2010.

Notary Public for Florida

My Commission Expires: 3/11/2014

ELAINE SANDAK
MY COMMISSION # DD 983510
EXPIRES: March 11, 2014
Bonded Thru Budget Notary Services

EXHIBIT A

LEASED PREMISES

(being TMS# 151-27-03-129)

All that certain piece, parcel or tract of land and the improvements thereon, situate, lying in Horry County South Carolina, and containing .51 acre, more or less, as shown and identified as Lot 5-B, on a plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B , Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., LLC" dated October 10, 1998 and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County.

Said piece, parcel or tract of land having such size, shape, dimensions, buttings, boundings, location, courses and distances as will by reference to said plat more fully and at large appear.

Together with right of access, ingress and egress in and to that certain 50' Private Access and Utility Easement shown on plat entitled "Plat of New Lots 5A and 5B Subdivided from Lot 5 Burning Ridge Medical Center, Parent TMS 151-27-02-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," prepared by Associated Land Surveyors, Inc., dated October 10, 1998 and recorded in Plat Book 161 at page 220, Office of the Register of Deeds for Horry County, reference to which is craved for a more complete description.

Being the premises heretofore conveyed to RSB Conway Medical Properties, LLC by deed of SCROC, LLC dated March 29, 2007 and recorded March 29, 2007 in Deed Book 3232, page 1775, Office of the Horry County Register of Deeds.

TMS No. 151-27-03-129

EXHIBIT A-1

See attached sketch/plat showing the Leased Premises

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Taxes and storm water fees for the year 2010 and all subsequent years, a lien not yet due and payable.

2. Restrictions contained in Deed from International Paper Realty Corporation to Halford E. Meyer, Jr., dated August 1, 1996, recorded August 30, 1996 in Book 1886 at Page 859, Office of the Horry County Register of Deeds.

3. Restrictions contained in Deed from Halford E. Meyer, Jr. to Denise M. Meyer (1/2 interest) dated November 26, 1996, recorded November 26, 1996 in Book 1904 at Page 218, Office of the Horry County Register of Deeds.

4. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated August 30, 1978 , recorded September 22, 1978 in Book 623 at Page 125, Office of the Horry County Register of Deeds.

5. Restrictions and reservations of easements contained in Deed from International Paper Company to International Paper Realty Corporation dated June 18, 1976 , recorded December 7, 1976 in Book 570 at Page 145, Office of the Horry County Register of Deeds.

6. Utility easements granted to the Grand Strand Water and Sewer Authority by deed of International Paper Realty Corporation dated August 11, 1983, recorded December 28, 1983, in book 841 at page 712, Office of the Horry County Register of Deeds.

7. Easement for Right of Way granted to south Carolina Public Service Authority by deed of F.B.P., L.L.C., dated August 25, 1999, recorded October 22, 1999 in book 2201 at Page 289, Office of the Horry County Register of Deeds.

8. Matters of survey as shown on plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B, Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, south Carolina, for F.B.P., LLC," dated January 25, 1999, and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County, as follows:

   (a) 20' GSW&SA Right of Way Easement along the northeastern boundary;

   (b) 40' x 100' Access Easement for Temporary Turn Around on the Northwestern boundary;

   (c) Building setbacks.

9. Matters of survey as shown on plat by Robert A. Warner & Associates, Inc., entitled, "As-built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr., Prepared for Matthews Radiation Oncology, Inc.," dated January 18 2005, as follows:

   (a) 20' GSW&SA Right of Way Easement along the northeastern boundary;

   (b) 40' x 100' Access Easement for Temporary Turn Around on the Northwestern boundary;

   (c) Transformer Conc. Pad and AC Conc. Pads adjacent to the Medical Center;

   (d) Wood Fence along the southwestern boundary,

   (e) Ditch traversing the northeastern boundary;

   (f) Building setbacks.

10. Matters of survey occurring subsequent to the plat by Robert A. Warner & Associates, Inc., entitled, "As-Built & Boundary Survey of Lot 5-B, 252 Myrtle Trace Dr., Prepared for Matthews Radiation Oncology, Inc.," dated January 18, 2005.

11. Wetlands as shown on plat by Sur-Tech, Incorporated, entitled, "Survey of Burning Ridge Medical Center for International Paper Realty Corporation, Conway Township, Horry County, South Carolina" dated June 22, 1995, and recorded August 7, 1996 in Plat Book 142 at Pate 1, Office of the Register of Deeds for Horry County..

CALL AND WAIVER OF NOTICE OF SPECIAL MEETING OF MEMBERS AND OFFICERS OF RSB CONWAY MEDICAL PROPERTIES, LLC

We, the undersigned, being all the Members and Officers of the above Company, hereby consent and agree that a Special Meeting of the Members and Officers of the Company shall be held at the following place, date and time for the purpose of transacting such business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published.

Meeting Date: 7/21/10

Meeting Time: 1:30 pm

Meeting Place: Myrtle Beach, SC

R. Steve Bass, Sole Member

J. Collins Wakefield, Treasurer

MINUTES OF SPECIAL MEETING OF MEMBERS AND OFFICERS OF RSB CONWAY MEDICAL PROPERTIES, LLC

A special meeting of the Members and Officers of the above Company was held at the date, time and place indicated on the attached Call and Waiver of Notice. The following persons were present at the meeting: R. Steve Bass and J. Collins Wakefield

Waiver of Notice. The Call and Waiver of Notice of the meeting signed by the Member and Officer was presented and is filed preceding these Minutes.

Chairman and Secretary. R. Steve Bass was chairman and J. Collins Wakefield was Secretary of the meeting.

Business. The Chairman presented to the Member and Officer an opportunity to potentially lease the medical building located at 252 Myrtle Trace Drive, Conway, SC 29526 to Carolina Regional Cancer Center, LLC. Upon motion duly made and carried the following resolutions were unanimously adopted:

RESOVED, that J. Collins Wakefield is hereby authorized to negotiate the lease terms with Carolina Regional Cancer Center, LLC and/or related entities to include but not limited to the lease terms, the amount, the purchase option for the building etc.. Further, J. Collins Wakefield is hereby authorized to sign on behalf of RSB Conway Medical Properties, LLC, as its Treasurer, any and all documents related to leasing the building to Carolina Regional Cancer Center, LLC and/or related entities.

There being no further business to come before the Members or Officers, the meeting was adjourned upon motion duly made and carried.

R. Steve Bass, Member

J. Collins Wakefield, Treasurer

IN WITNESS WHEREOF, RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, has executed these presents, and Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, as Tenant, by and through its proper officers, has caused these presents to be executed in its Association name as of the day and year first above written.

IN THE PRESENCE OF:

Landlord:

RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company

By: _____

Tenant:

Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company

By: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, as Landlord, by and through its proper Officers, Sign, Seal and as its Limited Liability Company Act and Deed deliver the within written LEASE AGREEMENT; and that s/he with the second witness witnessed the execution thereof.

Gloria Whitfield

SWORN to before me this 6th
day of August, 2010.

Chrystal Lowery
Notary Public for South Carolina.

My Commission Expires: 9/7/16

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "**Guaranty**") is made and entered into this _____ day of _____, by Radiation Therapy Services Holdings, Inc., a Delaware corporation to and for the benefit of RSB Conway Medical Properties, LLC, a South Carolina Limited Liability Company, ("**Landlord**"), and is hereby entered into in respect of that certain Lease ("**Lease**") dated _____, between Carolina Regional Cancer Center, LLC, a South Carolina Limited Liability Company, ("**Tenant**") and Landlord. Any capitalized terms used herein and not defined herein shall have the meaning set forth in the Lease.

KNOW ALL MEN BY THESE PRESENTS:

1. That for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned (hereinafter referred to as "**Guarantor**"), intending to be legally bound, does hereby guarantee to Landlord, its successor and assigns, the full and prompt performance by Tenant, its successors and assigns, of the Lease and all of the terms, covenants, and conditions thereof, including, but not limited to, the payment by Tenant of the rentals and all other charges and obligations due and to become due under the Lease.

2. Guarantor agrees that (a) the obligations of Guarantor pursuant to this Guaranty shall be binding upon Guarantor without any further notice or acceptance thereof; (b) this Guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease or by reason of any summary or other proceedings against Tenant; (c) immediately upon each and every default under the Lease by Tenant, upon fifteen (15) days notice to or demand upon Guarantor, Guarantor will pay Landlord and will timely comply with or perform all of the terms, covenants, and conditions of the Lease to be performed by Tenant, its successors or assigns, as provided in the Lease; (d) no extension, forbearance, or leniency extended by Landlord to Tenant shall discharge Guarantor from Guarantor's obligations hereunder, and Guarantor agrees at all times that Guarantor will be liable notwithstanding that Guarantor has had no notice of such default or of any such extension, forbearance, or leniency; (e) Landlord and Tenant, without notice to or consent by Guarantor, may, at any time or from time to time, enter into such changes, modifications, extensions, renewals of the Term of the Lease, expansions of the Leased Premises, amendments, or other covenants with respect to the Lease, and that Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent, or agreement, by Tenant, by its own operation, shall be deemed to be a joinder, consent, waiver, or agreement by Guarantor with respect to the Lease as so modified, extended, amended, or otherwise affected.

3. This Guaranty is of a continuing nature and shall remain in full force and effect until all the terms, covenants, conditions and agreements contained in the Lease are fully performed and observed. In the event any payment made by Tenant in satisfaction of any obligation of Tenant is returned by Landlord as a result of a court order or directive or requirement of law (in connection with any bankruptcy proceeding or otherwise) that obligation shall, for purposes of this Guaranty, be deemed to continue in existence and shall include any payment returned.

4. Guarantor waives any and all notice of nonperformance or demand upon Tenant, and any opportunity to cure any Default of Tenant. Guarantor further agrees that all obligations of Guarantor under this Lease are independent of the obligations of Tenant under the Lease and that a separate action may be brought against Guarantor whether or not an action is commenced against Tenant under the Lease.

5. Guarantor further agrees to be bound by each and every covenant, agreement, duty, liability and obligation, as set forth in the Lease, with the same force and effect as if Guarantor were designated in and had executed the Lease as "Tenant" thereunder, it being specifically understood and agreed by Guarantor that Guarantor's liability under the Lease shall be primary, and that in any right of action which may accrue to Landlord under the Lease, Landlord may, at Landlord's option, proceed directly against Guarantor with or without having commenced any action against or having obtained any judgment against Tenant or any successor or assignee of Tenant.

6. Neither Guarantor's obligations to make payment in accordance with this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, or released in any manner whatsoever by any impairment, modification, change, release, or limitation on the liability of Tenant or Tenant's estate in bankruptcy,

or of any remedies for the enforcement thereof resulting from the operation of any present or future provision of any federal or state bankruptcy, insolvency, or other similar law, or from the appointment of a receiver or from the decision of any court, or the actual or purported rejection of the Lease by a trustee in bankruptcy on behalf of Tenant.

7. The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by reason of:

a. The assertion by Landlord against Tenant of any of the rights or remedies available to Landlord under the Lease;

b. The failure of Landlord to exhaust or pursue any of Landlord's rights or remedies available against Tenant or any other guarantor;

c. The granting by Landlord of any indulgences or extensions of time to Tenant;

d. Any subletting of all or part of the Leased Premises or any assignment or other transfer of the Lease;

e. Any defenses, setoffs, or counterclaims of Tenant;

f. Landlord's release or discharge of any other guarantor; or

g. Landlord's receipt, application, release, or impairment of any security or collateral given to secure the performance and observance of the terms and covenants of the Lease.

8. The undersigned subordinates any liability or indebtedness of Tenant now or hereafter held by the undersigned to the obligations of Tenant to the Landlord under the Lease.

9. If Landlord takes any action or participates in any proceeding to enforce the Lease, this Guaranty, or to protect Landlord's rights hereunder or thereunder (including, but not limited to, bankruptcy, appellate, and post judgment proceedings), the undersigned shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

10. It is agreed that the provisions of this Guaranty shall bind the successors and assigns of Guarantor and shall inure to the benefit of the legal representatives, heirs, successors, and assigns of Landlord.

IN WITNESS WHEREOF, Guarantor has caused these presents to be executed this ___ day of _____, 2010.

Guarantor:

Radiation Therapy Services Holdings, Inc.

By: _____

Title: EXECUTIVE VICE PRESIDENT & CFO

Notice Address of Guarantor:

_____

_____

0241

EXHIBIT 14

Documentation of Existence of RSB Conway Medical Properties, LLC

0242



RSB CONWAY MEDICAL PROPERTIES, LLC

Note: This online database was last updated on 2/25/2011 6:01:38 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	J. COLLINS WALZEFIELD
ADDRESS:	2411 N. OAK ST.
CITY:	MYRTLE BEACH
STATE:	SC
ZIP:	29577
SECOND ADDRESS:	SUITE 201
FILE DATE:	03/15/2007
EFFECTIVE DATE:	03/15/2007
DISSOLVED DATE:	/ /

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	10/28/2010	CH AGT/ADD FR R STEVE BASS	
Domestic LLC	03/15/2007	TERM: 12/31/2056	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

0243

Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

0244

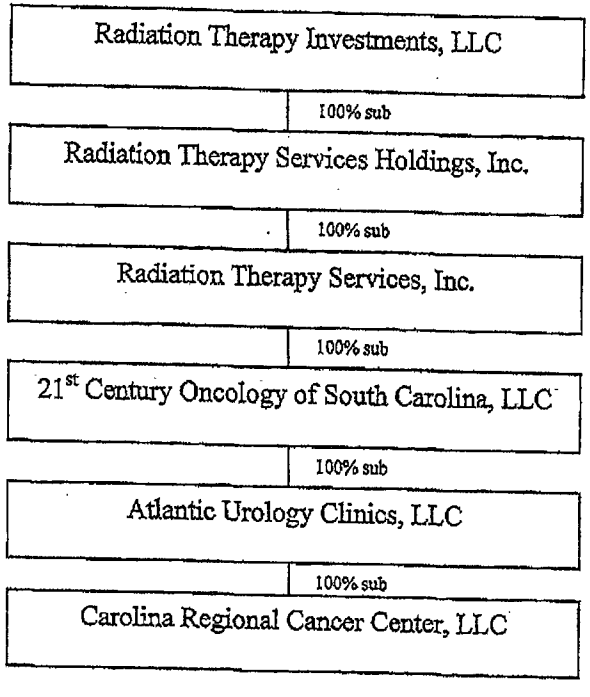
EXHIBIT 15

Diagram of Ownership Relationships for CRCC

0245

Carolina Regional Cancer Center, LLC

Diagram of Ownership



The primary address of Carolina Regional Cancer Center, LLC's parent company, Atlantic Urology Clinics, LLC is 402 Singleton Ridge Road, Ste. B, Conway, SC 29526. The address of 21st Century Oncology of South Carolina, LLC, is 2270 Colonial Boulevard; Fort Myers, FL 33907. The address of Radiation Therapy Services, Inc., Radiation Therapy Services Holdings, Inc. and Radiation Therapy Investments, LLC is also the above address. The parent company that will have the ultimate operational control of CRCC is Radiation Therapy Services, Inc. Radiation Therapy Services Holdings, Inc. and Radiation Therapy Investments, LLC are holding companies. The company with the ultimate corporate control is Radiation Therapy Investments, LLC. The following have an interest of 5% or more in Radiation Therapy Investments, LLC: Daniel E. Dosoretz, 2270 Colonial Boulevard, Fort Myers, FL 33907 – 12.4%; Vestar Capital Partners V, L.P. – 34.3%; Vestar Capital Partners V-A, L.P. – 10.3%; Vestar Radiation Investments, LLC – 20.2%. The address for all Vestar Companies is c/o Vestar Capital Partners, 245 Park Avenue, 41st Floor, New York, NY 10167

R002874

0246

EXHIBIT 16

Letters to Area Hospitals Requesting Transfer Agreements

0247

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head-Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
and Skin Cancers

February 28, 2011

Bruce P. Bailey
Administrator
Georgetown Memorial Hospital
606 Black River Rd.
Georgetown, SC 29440-3368

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Mr. Bailey:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Georgetown Memorial Hospital. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price
Regional Administrator

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
and Skin Cancers

February 28, 2011

Mitchell D. Monsour
Administrator
Williamsburg Regional Hospital
500 Nelson Blvd.
Kingstree, SC 29556-4027

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Mr. Monsour:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Williamsburg Regional Hospital. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price
Regional Administrator

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head-Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
and Skin Cancers

February 28, 2011

Gayle L. Resetar
Administrator
Waccamaw Community Hospital
4070 Highway 17 By-Pass
Murrells Inlet, SC 29576-5033

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Ms. Resetar:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Waccamaw Community Hospital. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price
Regional Administrator

0250

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers.
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft Tissue Sarcomas,
and Skin Cancers

February 28, 2011

Doug White
Administrator
Grand Strand Regional Medical Center
809 82nd Parkway
Myrtle Beach, SC 29572-4611

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Mr. White:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Grand Strand Regional Medical Center. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price

Patricia Price
Regional Administrator

025

4708 Oleander Drive, Myrtle Beach, SC 29577 • 843-449-9415 • Fax 843-449-2160 • www.crccmd.com
Accredited by: The American College of Radiology

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
and Skin Cancers

February 28, 2011

Arnold Green
Administrator
Loris Community Hospital
3655 Mitchell St.
Loris, SC 29569-2844

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Mr. Green:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Loris Community Hospital. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price
Regional Administrator

0252

4708 Oleander Drive, Myrtle Beach, SC 29577 • 843-449-9415 • Fax 843-449-2160 • www.crccmd.com
Accredited by: The American College of Radiology

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
Prostate, Breast, Soft tissue Sarcomas,
and Skin Cancers

February 28, 2011

Philip A. Clayton
Administrator
Conway Hospital
300 Singleton Ridge Rd.
Conway, SC 29526-9142

Subject: Request for Transfer Agreement with our planned Cancer Treatment Center in Conway, SC

Dear Mr. Clayton:

With this letter, I am requesting a transfer agreement between Carolina Regional Cancer Center, LLC and Conway Hospital. I am sure that you are aware an application is being filed to request an addition and the installation of a new treatment machine to the Conway area with the intent of improving access and availability of radiation therapy to the region.

This type of project requires approval by SC DHEC through its Certificate of Need regulation and a part of the regulation requires us to have "sought cooperative agreements such as transfer agreements with other facilities, as applicable". For CON purposes, it will be acceptable for us to receive a letter indicating your willingness to enter into a transfer agreement once the CON is issued. Your center strives to provide high quality health care and we would like to confirm your willingness to assist in the care of our patients in need of hospital services. We truly appreciate your help in this matter.

If you need any additional information, please let me know; my telephone number is 843-449-9415.

Sincerely yours,

Patricia Price

Patricia Price
Regional Administrator

0253

Conway Medical Center

March 4, 2011

Ms. Patricia Price
Regional Administrator
Carolina Regional Cancer Center
4708 Oleander Drive
Myrtle Beach, South Carolina 29577

Re: Request for Transfer Agreement with proposed Cancer Treatment Center in Conway, South Carolina

Dear Ms. Price:

In response to your inquiry about a transfer agreement between Conway Medical Center and your proposed Cancer Treatment Center in Conway, I will be happy to execute such a transfer agreement once you have received your Certificate of Need (CON). At the appropriate time, please forward your agreement for our review, or if you would like, I can ask our counsel to prepare one.

Please let me know if there is anything else I can do to assist with your pursuit of a CON.

Sincerely,

Philip A. Clayton
President and CEO

mgs

0254

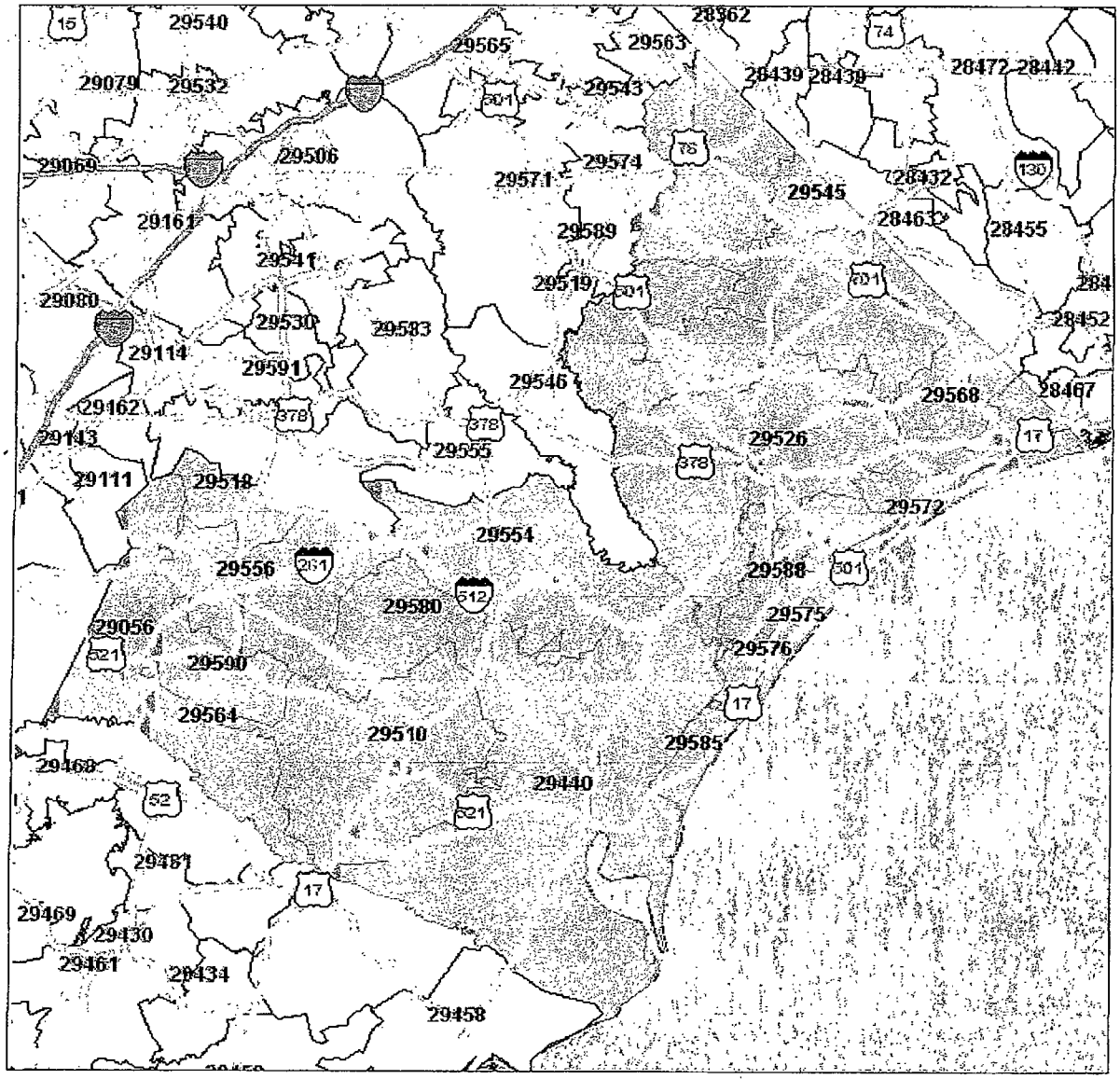
EXHIBIT 17

Maps of Service Area and of Georgetown, Horry, and Williamsburg Counties

R002884

0256

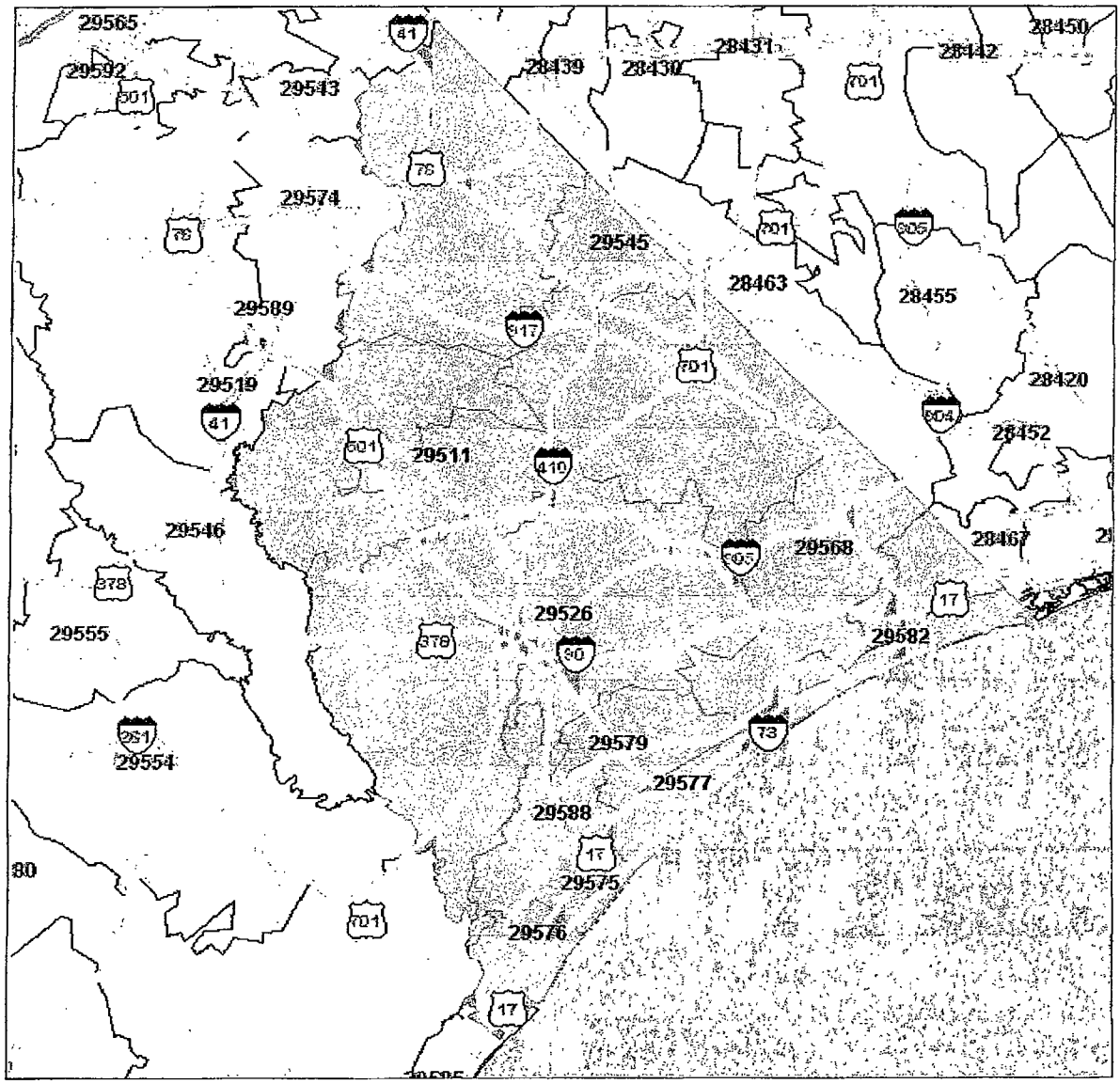
Zip Code Mapping for Three-County Service Area
(Georgetown, Horry, and Williamsburg Counties)



Source: © Nielsen Claritas Inc., January 13, 2011

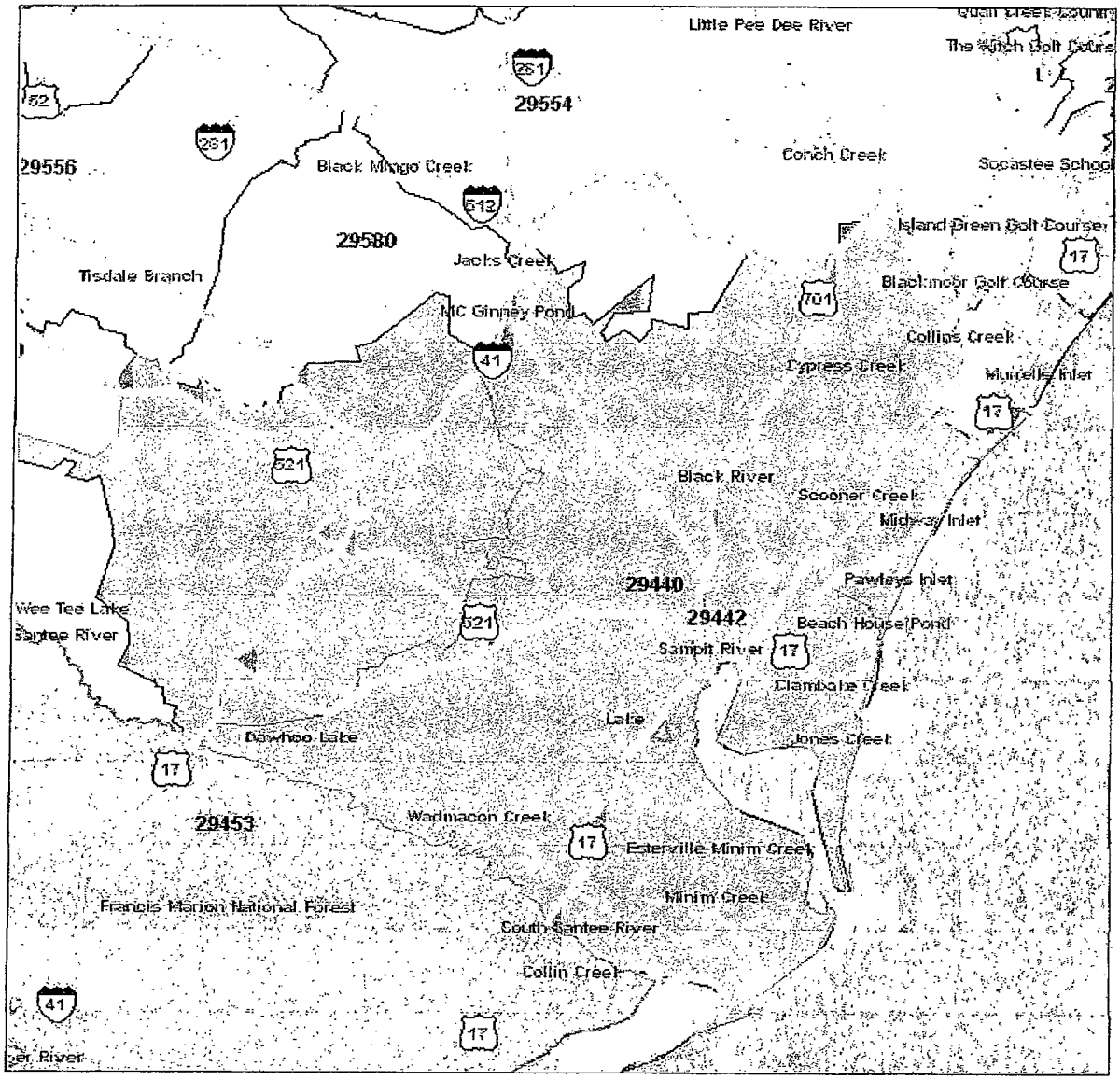
0257

Zip Code Mapping for Horry County



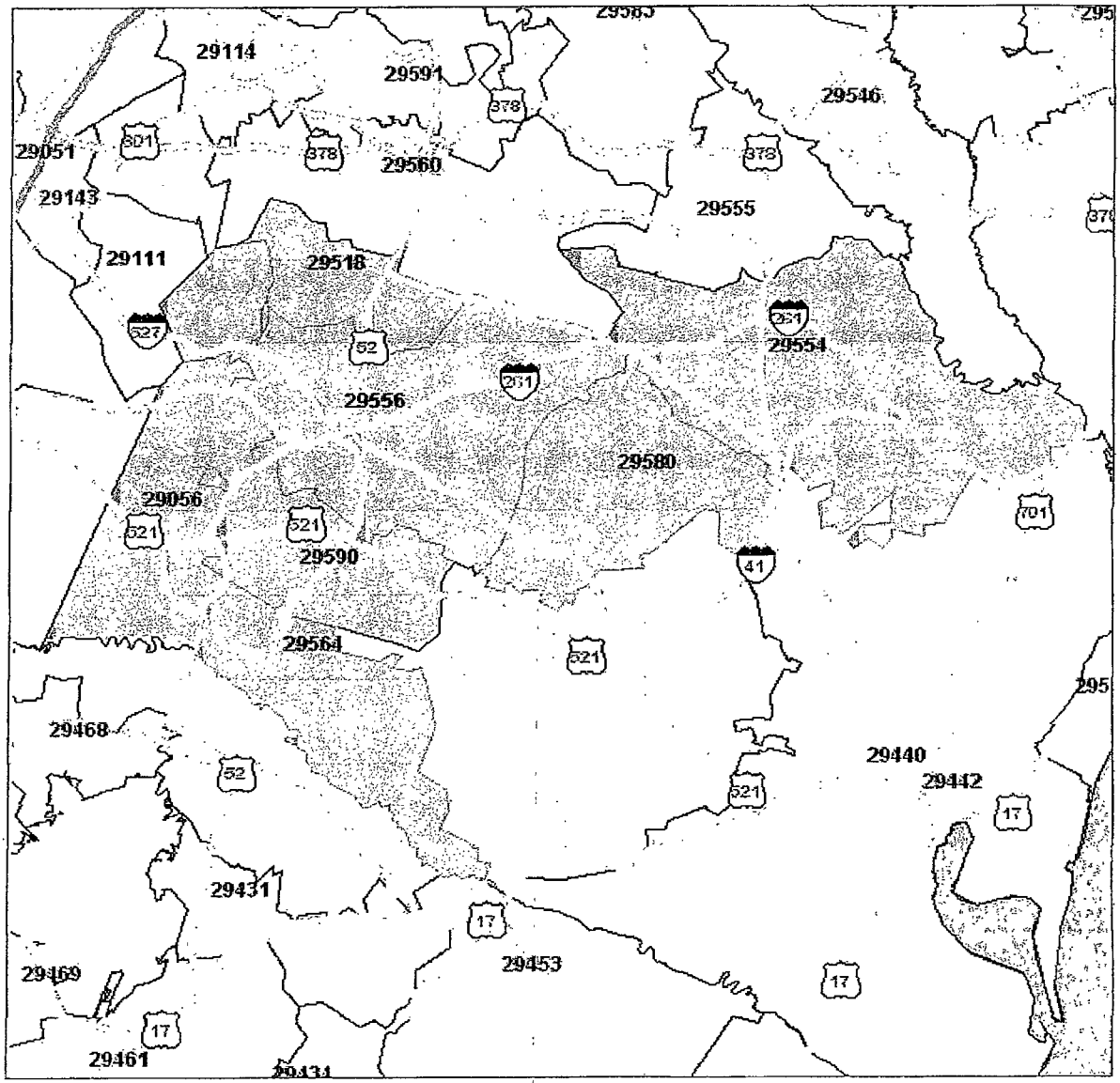
Source: © Nielsen Claritas Inc., January 13, 2011

Zip Code Mapping for Georgetown County



Source: © Nielsen Claritas Inc., January 13, 2011

Zip Code Mapping for Williamsburg County



Source: © Nielsen Claritas Inc., January 13, 2011

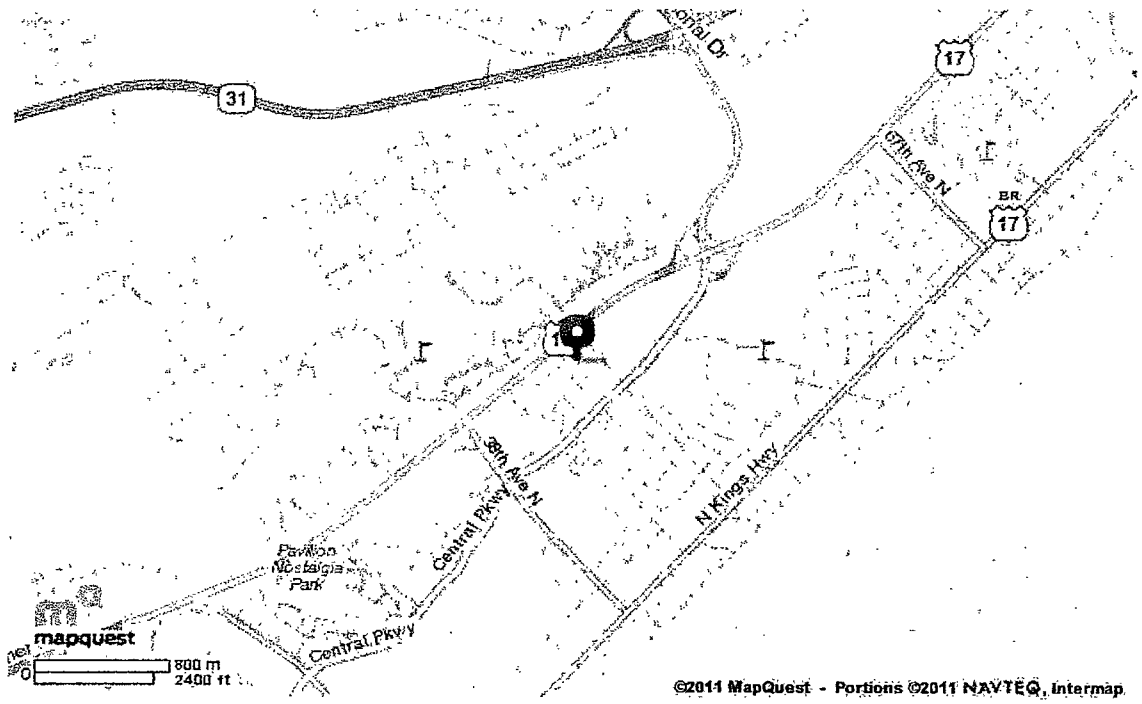
mapquest

Notes

CRCC Location in Myrtle Beach

Map of:

4708 Oleander Dr
Myrtle Beach, SC 29577-5742



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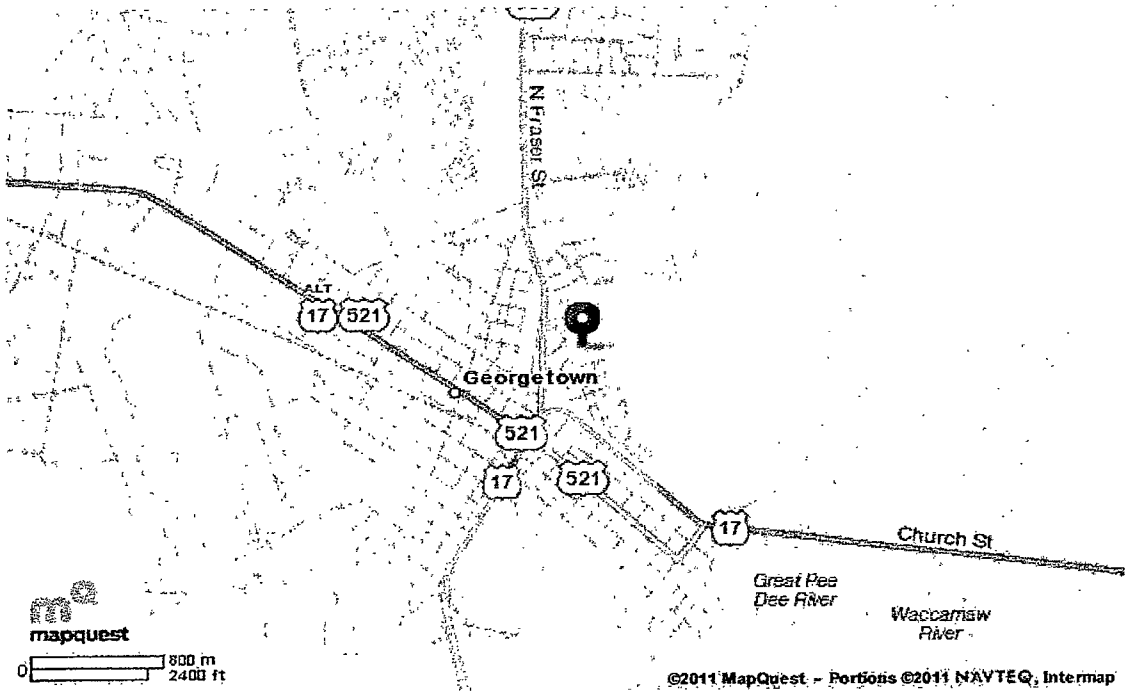
mapquest

Notes

Ford Cancer Center at Georgetown Memorial Hospital

Map of:

606 Black River Rd
Georgetown, SC 29440-3304



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0262

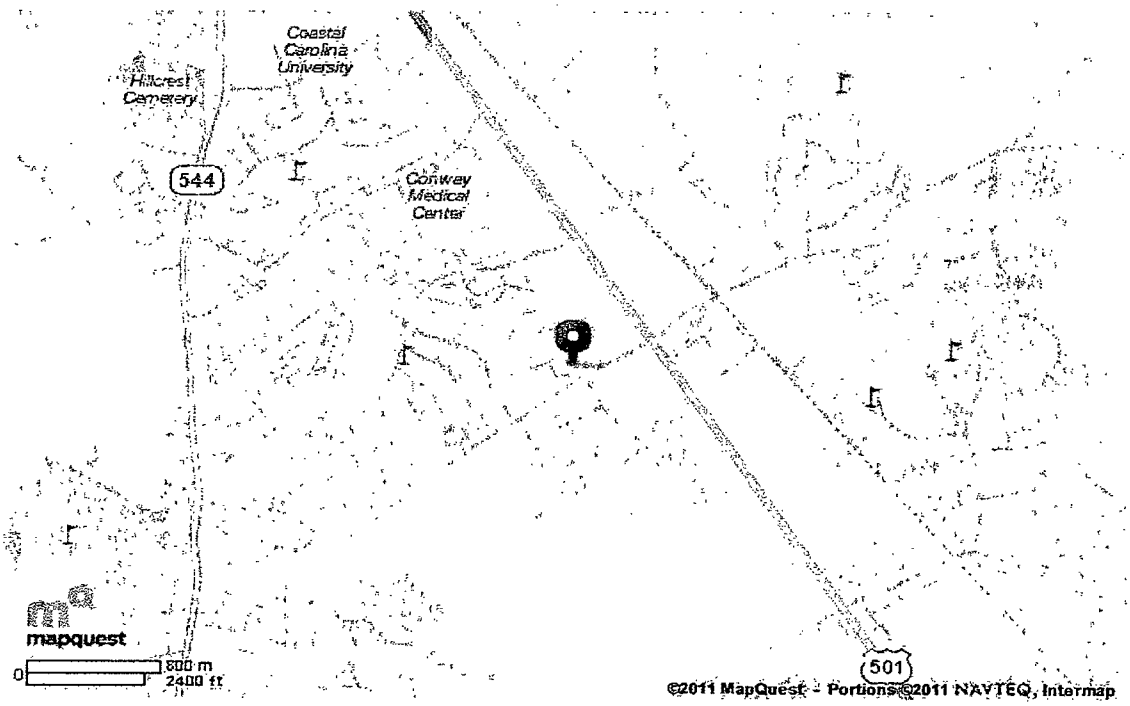
mapquest

Notes

CRCC Proposed Site in Conway

Map of:

252 Myrtle Trace Drive Ext
Conway, SC 29526-8986



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0263

EXHIBIT 18

SC Population Projections
2009-2019
by SC State Demographer

0264

Population Projections: April 1, 2000 (Base) t[illegible] 1, 2035 - revised to the July 1, 2007 estimates

County	July 1, 2009 Estimates	July 1, 2010 Projection	July 1, 2011 Projection	July 1, 2012 Projection	July 1, 2013 Projection	July 1, 2014 Projection	July 1, 2015 Projection	July 1, 2016 Projection	July 1, 2017 Projection	July 1, 2018 Projection	July 1, 2019 Projection
Abbeville	25,100	25,950	26,100	26,250	26,430	26,590	26,760	26,920	27,080	27,250	27,410
Aiken	156,020	158,120	160,050	161,990	163,930	165,870	167,800	169,750	171,680	173,630	175,560
Allendale	10,200	10,550	10,570	10,600	10,630	10,660	10,680	10,700	10,730	10,760	10,790
Anderson	184,900	184,990	186,670	188,340	190,010	191,690	193,370	195,030	196,710	198,380	200,060
Bamberg	15,010	15,230	15,150	15,070	15,000	14,920	14,840	14,760	14,700	14,620	14,540
Barnwell	22,690	23,560	23,760	23,950	24,150	24,340	24,530	24,730	24,920	25,120	25,310
Beaufort	165,220	156,070	158,980	161,900	164,810	167,730	170,640	173,560	176,460	179,390	182,290
Berkeley	173,500	170,270	172,480	174,710	176,920	179,130	181,360	183,570	185,790	188,000	190,230
Calhoun	14,620	15,210	15,350	15,500	15,640	15,780	15,940	16,080	16,220	16,370	16,510
Charleston	355,280	346,370	350,170	351,970	353,770	355,580	357,370	359,180	360,990	362,780	364,580
Cherokee	54,710	55,800	56,400	56,990	57,600	58,190	58,780	59,380	59,970	60,570	61,180
Chester	32,410	33,020	33,170	33,340	33,500	33,660	33,830	33,970	34,150	34,300	34,480
Chesterfield	43,040	43,480	43,720	43,950	44,190	44,440	44,670	44,910	45,150	45,390	45,620
Clarendon	32,990	33,610	33,870	34,130	34,380	34,640	34,900	35,160	35,430	35,690	35,950
Colleton	39,250	39,870	40,190	40,520	40,830	41,160	41,470	41,790	42,110	42,440	42,750
Darlington	66,450	67,620	67,890	68,140	68,410	68,680	68,940	69,210	69,470	69,730	69,990
Dillon	30,910	30,730	30,740	30,750	30,780	30,790	30,800	30,810	30,820	30,840	30,850
Dorchester	130,420	129,450	131,420	133,410	135,390	137,390	139,370	141,360	143,330	145,320	147,300
Edgefield	25,750	26,560	26,930	27,300	27,670	28,050	28,420	28,790	29,160	29,530	29,910
Fairfield	23,340	23,760	23,890	24,030	24,190	24,330	24,470	24,620	24,760	24,900	25,050
Florence	134,210	134,610	135,370	136,240	137,130	138,000	138,860	139,740	140,610	141,480	142,350
Georgetown	60,700	62,610	63,310	64,030	64,720	65,430	66,130	66,840	67,540	68,240	68,950
Greenville	451,430	443,160	448,130	453,100	458,080	463,040	468,020	473,000	477,960	482,940	487,910
Greenwood	69,670	69,770	70,290	70,780	71,300	71,800	72,300	72,820	73,320	73,830	74,320
Hampton	21,010	21,710	21,890	22,040	22,220	22,370	22,550	22,730	22,880	23,060	23,230
Horry	263,870	265,360	270,500	275,650	280,790	285,930	291,080	296,220	301,370	306,500	311,650
Jasper	23,220	22,920	23,240	23,550	23,880	24,210	24,530	24,840	25,160	25,490	25,810
Kershaw	60,040	60,370	61,110	61,840	62,570	63,300	64,040	64,780	65,510	66,250	66,970
Lancaster	77,770	74,800	75,270	75,730	76,210	76,680	77,150	77,610	78,090	78,550	79,020
Laurens	70,050	72,040	72,860	73,680	74,480	75,310	76,120	76,960	77,760	78,590	79,390
Lee	19,720	20,270	20,350	20,450	20,540	20,630	20,720	20,810	20,900	21,000	21,080
Lexington	255,610	255,100	259,040	262,970	266,930	270,860	274,800	278,730	282,680	286,630	290,570
McCormick	10,140	10,450	10,560	10,680	10,780	10,910	11,020	11,130	11,250	11,360	11,480
Marion	33,470	34,160	34,240	34,330	34,420	34,500	34,580	34,670	34,760	34,850	34,930
Marlboro	28,780	28,430	28,300	28,160	28,040	27,910	27,770	27,640	27,500	27,370	27,230
Newberry	38,760	38,390	38,640	38,890	39,150	39,400	39,650	39,900	40,150	40,400	40,650
Oconee	71,510	73,420	74,300	75,190	76,090	76,980	77,860	78,750	79,640	80,530	81,420
Orangeburg	90,110	91,450	91,940	92,440	92,930	93,430	93,920	94,420	94,910	95,410	95,900
Pickens	118,140	120,600	122,130	123,660	125,200	126,720	128,260	129,780	131,320	132,860	134,390
Richland	372,020	366,550	369,480	372,410	375,360	378,300	381,230	384,170	387,110	390,050	392,980
Saluda	19,090	19,150	19,280	19,400	19,540	19,680	19,810	19,940	20,080	20,210	20,330
Spartanburg	286,820	283,530	286,210	288,870	291,540	294,220	296,880	299,540	302,220	304,880	307,540
Sumter	104,500	106,180	106,920	107,660	108,420	109,160	109,900	110,660	111,390	112,160	112,890
Union	27,360	27,640	27,590	27,550	27,510	27,470	27,420	27,370	27,330	27,280	27,240
Williamsburg	34,450	35,370	35,350	35,320	35,300	35,270	35,240	35,210	35,180	35,160	35,130
York	227,000	218,990	222,370	225,760	229,140	232,550	235,930	239,310	242,700	246,090	249,480
South Carolina	4,561,240	4,549,150	4,596,170	4,643,230	4,690,500	4,737,670	4,784,700	4,831,850	4,878,950	4,926,170	4,973,200

Source: U.S. Census Bureau, Population and Housing Division
South Carolina Budget and Control Board's Office of Research and Statistics, Health and Demographic Section
Population Projections have been adjusted based on 2007 S.C. Population Estimates

Note: These projections rely on recent population estimates for each county. The model also assumes that past birth, death and migration rates within each group will persist into the future. The model cannot account for unexpected events that may dramatically alter a county's demographic composition, such as future military base closings, large factory openings and closures, or other environmental changes that may affect migration, birth, and death rates in the near future. Projections for years in the near future are more likely to be accurate than those in the distant future, and areas with smaller population have a higher margin of error than areas with higher population. Caution should be exercised in using these projections for the purpose of planning or other decision-

R002893

0265

EXHIBIT 19

Mix of Procedures and Services by CPT Code

0266

Procedure Codes for CRCC
Dates of Service 7/01 -12/31/2010

Location	CPT Code	Diag Code Count	Stripped CPT	CPT Description
CMA	99213	25	99213	RETURN VISIT LEVEL 3
CMS	31575	26	31575	LARYNGOSCOPY,FLEXIBLE FIBEROPTIC,DI
CMS	77014	5,847	77014	TECH COMPONENT,TOMOTHERAPY DAILY CT
CMS	77263	419	77263	TREATMENT PLANNING,COMPLEX
CMS	77280	328	77280	Simulation-simple
CMS	77290	497	77290	Simulation-complex
CMS	77295	157	77295	3D isodose plan
CMS	77300	614	77300	SEED CALIBRATION FOR IMPLANT
CMS	77301	267	77301	STEREO LOCALIZATIN GUID BREAST
CMS	77315	111	77315	TELETHERAPY ISODOSE,COMPLEX
CMS	77321	8	77321	SPECIAL TELETHERAPY PRT PLN,FUSION
CMS	77331	232	77331	USE 77331,TCD*****SPECIAL DOSIMETRY
CMS	77332	153	77332	TREATMENT DEVICES,SIMPLE
CMS	77333	6	77333	TREATMENT DEVICES,INTERMEDIATE
CMS	77334	583	77334	TREATMENT DEVICES,COMPLEX
CMS	77336	2,481	77336	Weekly physics management
CMS	77338	261	77338	
CMS	77370	342	77370	SPECIAL PHYSICS CONSULTATION-FUSION
CMS	77401	119	77401	SUPERFICIAL ORTHOVOLT
CMS	77403	18	77403	RADIATION TX 6/100,SIMPLE
CMS	77413	2,311	77413	RADIATION TX 6/100,COMPLEX
CMS	77414	1,062	77414	External beam-11-19or greater-complex
CMS	77416	14	77416	RADIATION TX C/20,COMPLEX
CMS	77417	499	77417	TREATMENT PORT FILM
CMS	77418	9,078	77418	RADIATION THERAPY DEL, INTENSITY MO
CMS	77421	2,540	77421	x-ray daily imaging
CMS	77427	2,343	77427	WEEKLY THERAPY MANAGEMENT, COMBINED
CMS	77470	339	77470	SPECIAL TREATMENT PROCEDURE
CMS	77790	1	77790	SUPERVISION,HANDLING,LOADING
CMS	92511	16	92511	NASOPHARYNGOSCOPY WITH ENDOSCOPE
CMS	96402	4	96402	Injection Lupron-Zoladex
CMS	99202	9	99202	Office/outpt visit, new, exp prob
CMS	99203	201	99203	PAP,PELVIC & CBE
CMS	99204	175	99204	Office/outpt visit,new,mod complex
CMS	99211	151	99211	RETURN VISIT LEVEL 1
CMS	99212	252	99212	RETURN VISIT LEVEL 2
CMS	99213	32	99213	RETURN VISIT LEVEL 3
CMS	99214	3	99214	RETURN VISIT LEVEL 4
CMS	99221	9	99221	initial hospital low complex
CMS	99222	1	99222	INITIAL HOSPITAL CARE-LEVEL 2
CMS	77014,TC	428	77014	CT SCAN/PLACEMENT OF RT FIELDS
CMS	77014,TCS	506	77014	TECH COMPONENT,TOMOTHERAPY DAILY CT
CMS	77280,26	1	77280	Simulation-simple
CMS	77280,TC	2	77280	Simulation-simple
CMS	77290,26	4	77290	Simulation-complex
CMS	77290,TC	4	77290	Simulation-complex
CMS	77295,26	1	77295	3D isodose plan

0267

Procedure Codes for CRCC
Dates of Service 7/01 -12/31/2010

Location	CPT Code	Diag Code Count	Stripped CPT	CPT Description
CMS	77295,TC	1	77295	3D isodose plan
CMS	77300,26	7	77300	SEED CALIBRATION FOR IMPLANT
CMS	77300,TC	7	77300	SEED CALIBRATION FOR IMPLANT
CMS	77301,2	9	77301	STEREO LOCALIZATIN GUID BREAST
CMS	77305,26	2	77305	TELETHERAPY ISODOSE,SIMPLE
CMS	77305,TC	2	77305	TELETHERAPY ISODOSE,SIMPLE
CMS	77315,26	3	77315	TELETHERAPY ISODOSE,COMPLEX
CMS	77315,TC	3	77315	TELETHERAPY ISODOSE,COMPLEX
CMS	77331,26	4	77331	USE 77331,TCD*****SPECIAL DOSIMETRY
CMS	77331,TC	4	77331	USE 77331,TCD*****SPECIAL DOSIMETRY
CMS	77332,26	3	77332	TREATMENT DEVICES,SIMPLE
CMS	77332,B	3,862	77332	TREATMENT DEVICES,SIMPLE
CMS	77332,TC	298	77332	TREATMENT DEVICES,SIMPLE
CMS	77333,TC	8	77333	TREATMENT DEVICES,INTERMEDIATE
CMS	77334,26	6	77334	TREATMENT DEVICES,COMPLEX
CMS	77334,TC	103	77334	TREATMENT DEVICES,COMPLEX
CMS	77421,TC	285	77421	x-ray daily imaging
CMS	77470,26	1	77470	SPECIAL TREATMENT PROCEDURE
CMS	77470,TC	1	77470	SPECIAL TREATMENT PROCEDURE
CMS	99202,C	1	99202	Office/outpt visit, new, exp prob
CMS	99203,C	40	99203	PAP,PELVIC & CBE
CMS	99204,C	21	99204	Office/outpt visit,new,mod complex
CMS	99212,C	3	99212	RETURN VISIT LEVEL 2
CMS	99213,C	3	99213	RETURN VISIT LEVEL 3
CMS	99214,C	1	99214	RETURN VISIT LEVEL 4
CMS	A9543	1	A9543	YTTRIUM Y90, UP TO 40 mCi
CMS	J7040	1	J7040	NORMAL SALINE,STERILE 500 ml=1 UNIT
CMS	J7042	1	J7042	DEXTROSE 5%/NOR SALINE 500 ml=1unit
CMS	J9202	2	J9202	ZOLODEX, 3.6 mg
CMS	J9217	2	J9217	LUPRON-DEPOT 7.5MG

0268

EXHIBIT 20

Patients by Zip Code for CRCC

0269

CRCC Conway Svc Area Demographics CRCC Patients by Zip Code

Pop-Facts: Demographic Quick Facts 2010 Report		Area	CRCC for 7/1/2010-12/31/2010	% of CCRC	Cum %	2015 Population	Area Total	2015 % Pop
4	29511-Aynor	Conway	8	1.6%		6,024		
6	29526-Conway	Conway	62	12.5%		43,151		
7	29527-Conway	Conway	28	5.7%		25,062		
8	29544-Galivants Ferry, HC	Conway	13	2.6%	22%	6,118	80,355	8%
1	29056-Greeleyville, WC	G&W Counties		0.0%		2,161		
2	29440-Georgetown	G&W Counties	1	0.2%		30,003		
3	29510-Andrews	G&W Counties		0.0%		10,616		
5	29518-Cades, WC	G&W Counties		0.0%		1,509		
10	29554-Hemingway, WC	G&W Counties	2	0.4%		9,113		
11	29556-Kingstree, WC	G&W Counties		0.0%		14,145		
12	29564-Lane, WC	G&W Counties		0.0%		864		
21	29580-Nesmith, WC	G&W Counties		0.0%		1,601		
26	29590-Salters, WC	G&W Counties		0.0%	1%	2,403	72,415	32%
9	29545-Green Sea , HC	Loris	1	0.2%		1,634		
15	29569-Loris, HC	Loris	25	5.1%		17,984		
22	29581-Nichols, HC	Loris	3	0.6%	6%	4,970	24,588	1%
17	29575-Myrtle Beach, HC	Murrells I	35	7.1%		20,301		
18	29576-Murrells Inlet, HC	Murrells I	44	8.9%		25,432		
24	29585-Pawleys Island	Murrells I	15	3.0%		15,583		
25	29588-Myrtle Beach, HC	Murrells I	50	10.1%	29%	39,462	100,778	45%
16	29572-Myrtle Beach, HC	Myrtle B	14	2.8%		11,759		
19	29577-Myrtle Beach, HC	Myrtle B	42	8.5%		33,324		
20	29579-Myrtle Beach, HC	Myrtle B	42	8.5%	20%	26,355	71,438	8%
13	29566-Little River, HC	North MB	43	8.7%		17,566		
14	29568-Longs, HC	North MB	22	4.4%		12,367		
23	29582-North Myrtle Beach, HC	North MB	45	9.1%	22%	23,377	53,310	5%
		Total from Region	495	100.0%	100%	402,884	402,884	100%
		From other SC area	22					
		From NC	44					
		Other zip codes	10					
			571					

0270

EXHIBIT 21

Population Demographics by County for Service Area

0271

R002900

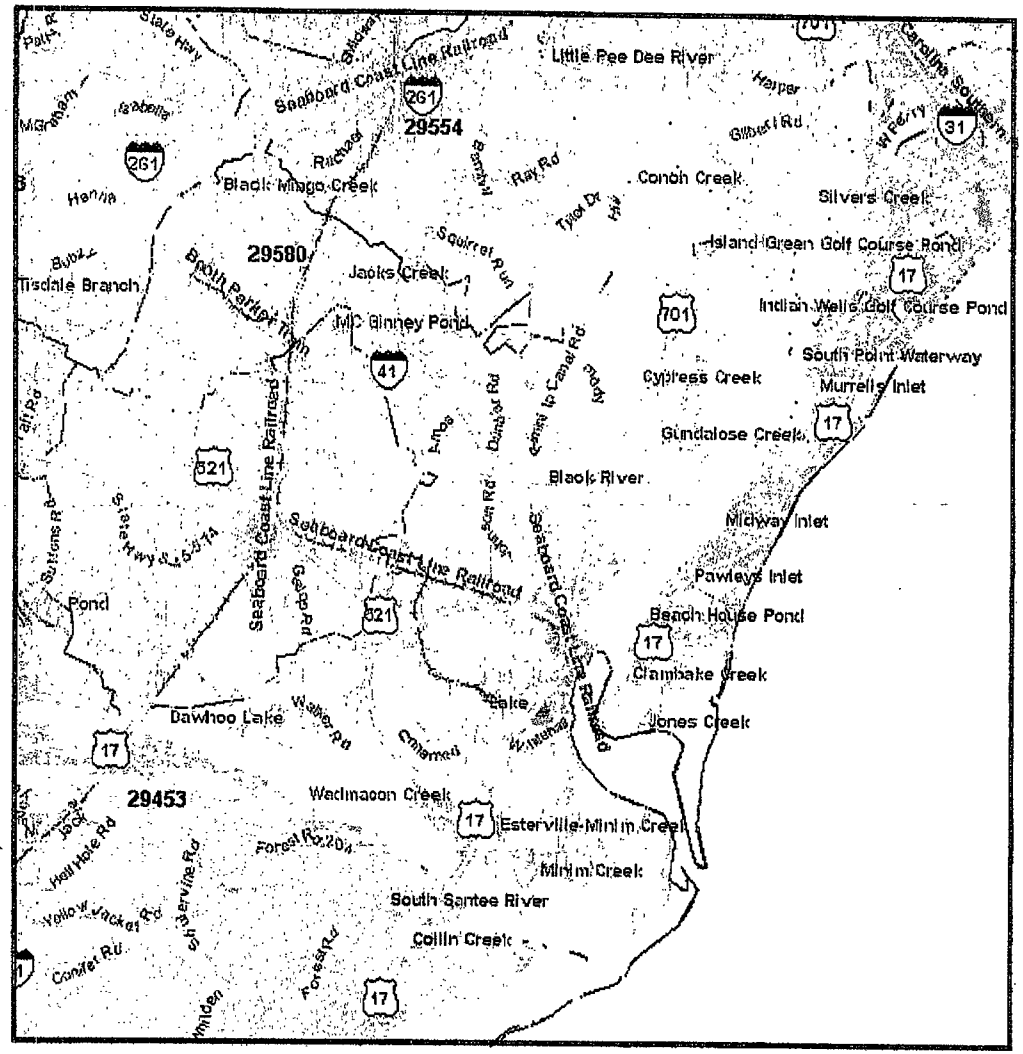
0272

GEORGETOWN COUNTY

Area Map

Prepared For: Georgetown County, SC

Order #: 969406368
Site: 01



County
See Appendix for Geographies

- Interstate Highways
- US Highways
- State Highways
- Major Highways
- Major Roads
- Roads
- Railroads
- Landmarks
- Parks
- Hydrography
- Airports
- Zip Code
- County
- State
- Ocean

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R002902

0274

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Area Map

Prepared For: Georgetown County, SC

Order #: 969406368
Site: 01

Appendix: Area Listing

Area Name:

Type: List - County

Geography Code	Geography Name	Geography Code	Geography Name
45043	Georgetown County, SC		

R002903

0275

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Pop-Facts: Demographic Quick Facts 2010 Report

Georgetown County, SC

County, (see appendix for geographies), aggregate

Description	Total County	%
Population		
2015 Projection	63,661	
2010 Estimate	61,396	
2000 Census	55,797	
1990 Census	46,302	
Growth 1990 - 2000	20.51%	
Households		
2015 Projection	26,961	
2010 Estimate	25,431	
2000 Census	21,659	
1990 Census	16,275	
Growth 1990 - 2000	33.08%	
2010 Est. Population by Single Classification Race	61,396	
White Alone	39,444	64.25
Black or African American Alone	20,208	32.91
American Indian and Alaska Native Alone	85	0.14
Asian Alone	307	0.50
Native Hawaiian and Other Pacific Islander Alone	12	0.02
Some Other Race Alone	929	1.51
Two or More Races	411	0.67
2010 Est. Population Hispanic or Latino	61,396	
Hispanic or Latino	1,923	3.13
Not Hispanic or Latino	59,473	96.87
2010 Tenure of Occupied Housing Units	25,431	
Owner Occupied	17,694	69.58
Renter Occupied	7,737	30.42
2010 Average Household Size	2.39	

Prepared By:

Nielsen Solution Center 1 800 866 6511

SiteReports

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0276

Pop-Facts: Demographic Quick Facts 2010 Report

Georgetown County, SC

County, (see appendix for geographies), aggregate

Description	Total County	%
2010 Est. Households by Household Income	25,431	
Income Less than $15,000	3,774	14.84
Income $15,000 - $24,999	2,977	11.71
Income $25,000 - $34,999	2,767	10.88
Income $35,000 - $49,999	3,948	15.52
Income $50,000 - $74,999	4,898	19.26
Income $75,000 - $99,999	2,915	11.46
Income $100,000 - $124,999	1,550	6.09
Income $125,000 - $149,999	854	3.36
Income $150,000 - $199,999	768	3.02
Income $200,000 - $499,999	784	3.08
Income $500,000 and over	196	0.77
2010 Est. Average Household Income	$65,353	
2010 Est. Median Household Income	$47,147	
2010 Est. Per Capita Income	$27,191	
2010 Median HH Inc by Single Race Class or Ethn		
White Alone	56,831	
Black or African American Alone	28,743	
American Indian and Alaska Native Alone	63,636	
Asian Alone	43,333	
Native Hawaiian and Other Pacific Islander Alone	20,000	
Some Other Race Alone	42,679	
Two or More Races	39,688	
Hispanic or Latino	41,281	
Not Hispanic or Latino	47,267	

Prepared By:

Nielsen Solution Center 1 800 866 6511

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SiteReports

0277

Pop-Facts: Demographic Quick Facts 2010 Report

Georgetown County, SC

Appendix: Area Listing

Area Name:

Type: List - County Reporting Detail: Aggregate Reporting Level: County

Geography Code	Geography Name	Geography Code	Geography Name
45043	Georgetown County, SC		

Project Information:

Site: 1

Order Number: 969406368

Prepared By:

Nielsen Solution Center 1 800 866 6511

SiteReports

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0278

Pop-Facts: Census Demographic Quick Facts 2010 Report

Horry County, SC

County, (see appendix for geographies), aggregate

Description	Total County	%
Population		
2000 Census	196,629	
1990 Census	144,053	
Growth 1990 - 2000	36.50%	
Household		
2000 Census	81,800	
1990 Census	55,764	
Growth 1990 - 2000	46.69%	
2000 Est. Population by Single Classification Race	196,629	
White Alone	159,363	81.05
Black or African American Alone	30,468	15.50
American Indian and Alaska Native Alone	793	0.40
Asian Alone	1,498	0.76
Native Hawaiian and Other Pacific Islander Alone	121	0.06
Some Other Race Alone	2,281	1.16
Two or More Races	2,105	1.07
2000 Est. Population Hispanic or Latino	196,629	
Hispanic or Latino	5,057	2.57
Not Hispanic or Latino	191,572	97.43
2000 Tenure of Occupied Housing Units	81,800	
Owner Occupied	59,713	73.00
Renter Occupied	22,087	27.00
2000 Average Household Size	2.37	

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Pop-Facts: Census Demographic Quick Facts 2010 Report

Horry County, SC

County, (see appendix for geographies), aggregate

Description	Total County	%
2000 Est. Households by Household Income	81,800	
Income Less than $15,000	12,667	15.49
Income $15,000 - $24,999	12,689	15.51
Income $25,000 - $34,999	13,677	16.72
Income $35,000 - $49,999	15,454	18.89
Income $50,000 - $74,999	15,647	19.13
Income $75,000 - $99,999	5,828	7.12
Income $100,000 - $149,999	3,975	4.86
Income $150,000 - $249,999	1,317	1.61
Income $250,000 - $499,999	380	0.46
Income $500,000 and over	151	0.18
2000 Est. Average Household Income	$47,305	
2000 Est. Median Household Income	$36,805	
2000 Est. Per Capita Income	$19,949	

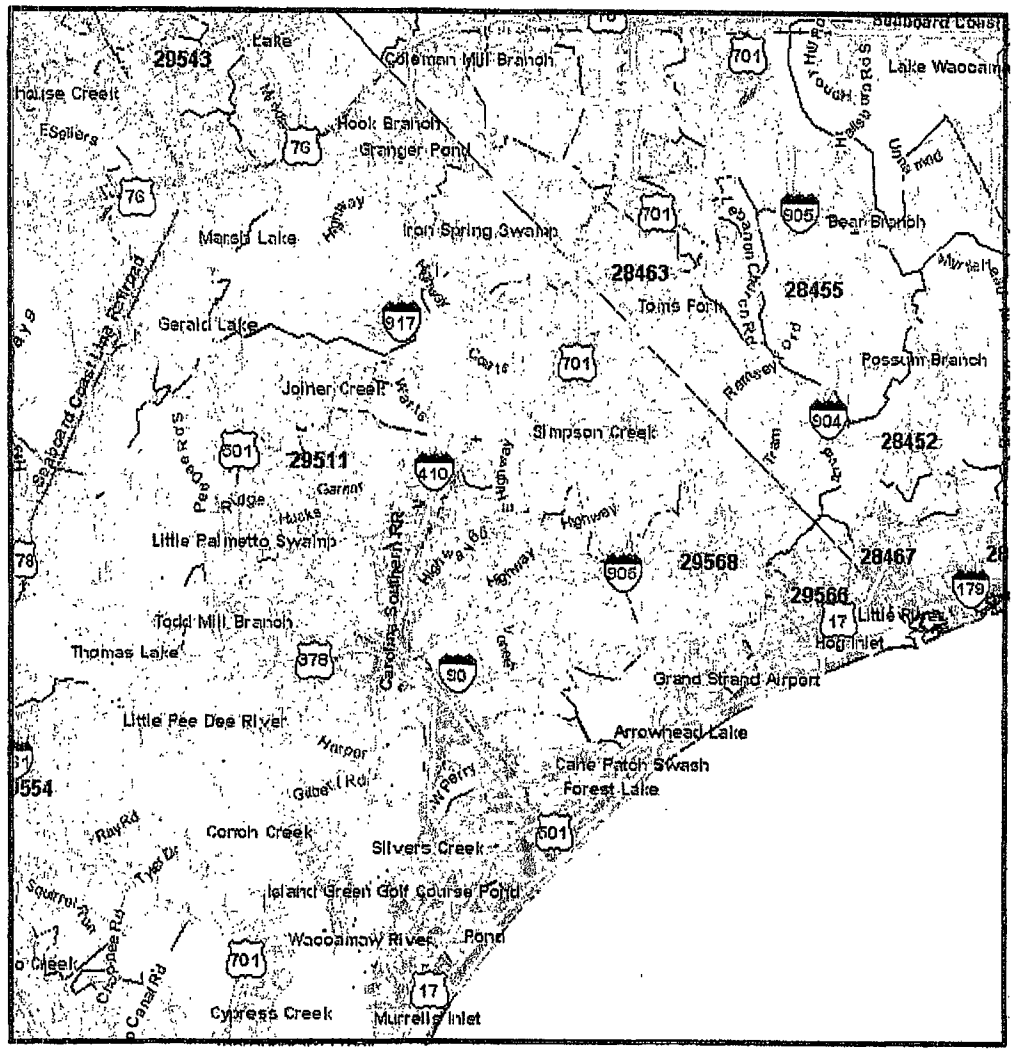
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HORRY COUNTY

Area Map

Prepared For: Horry County, SC

Order #: 969406363
Site: 01



County
See Appendix for Geographies

- Interstate Highways
- US Highways
- State Highways
- Major Highways
- Major Roads
- Roads
- Railroads
- Landmarks
- Parks
- Hydrography
- Airports
- Zip Code
- County
- State
- Ocean

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0282

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Area Map

Prepared For: Horry County, SC

Order #: 969406363
Site: 01

Appendix: Area Listing

Area Name:

Type: List - County

Geography Code	Geography Name	Geography Code	Geography Name
45051	Horry County, SC		

R002911

0283

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Pop-Facts: Census Demographic Quick Facts 2010 Report

Horry County, SC

Appendix: Area Listing

Area Name:

Type: List - County Reporting Detail: Aggregate Reporting Level: County

Geography Code	Geography Name	Geography Code	Geography Name
45051	Horry County, SC		

Project Information:

Site: 1

Order Number: 969406363

Prepared By:

Nielsen Solution Center 1 800 866 6511

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SiteReports

0284

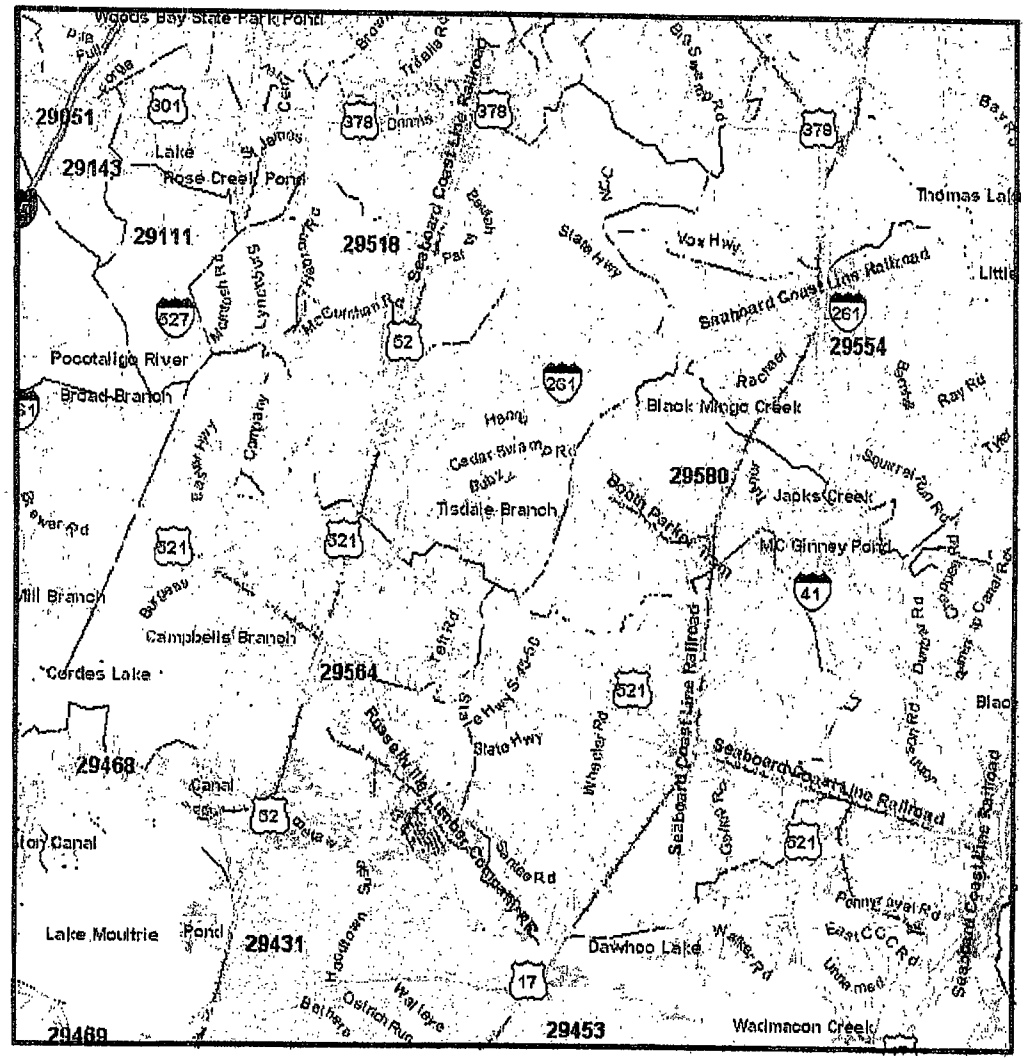
R002912

WILLIAMSBURG COUNTY

Area Map

Prepared For:

Order #: 969406367
Site: 01



County
See Appendix for Geographies

- Interstate Highways
- US Highways
- State Highways
- Major Highways
- Major Roads
- Roads
- Railroads
- Landmarks
- Parks
- Hydrography
- Airports
- Zip Code
- County
- State
- Ocean

R002914

0286

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Area Map

Prepared For:

Order #: 969406367
Site: 01

Appendix: Area Listing

Area Name:

Type: List - County

Geography Code	Geography Name	Geography Code	Geography Name
45089	Williamsburg County, SC		

R002915

02887

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Pop-Facts: Demographic Quick Facts 2010 Report

County, (see appendix for geographies), aggregate

Description	Total *County*	*%*
Population		
2015 Projection	33,795	
2010 Estimate	34,897	
2000 Census	37,217	
1990 Census	36,815	
Growth 1990 - 2000	1.09%	
Households		
2015 Projection	12,694	
2010 Estimate	12,937	
2000 Census	13,714	
1990 Census	12,108	
Growth 1990 - 2000	13.26%	
2010 Est. Population by Single Classification Race	34,897	
White Alone	10,987	31.48
Black or African American Alone	23,387	67.02
American Indian and Alaska Native Alone	94	0.27
Asian Alone	81	0.23
Native Hawaiian and Other Pacific Islander Alone	0	0.00
Some Other Race Alone	80	0.23
Two or More Races	268	0.77
2010 Est. Population Hispanic or Latino	34,897	
Hispanic or Latino	383	1.10
Not Hispanic or Latino	34,514	98.90
2010 Tenure of Occupied Housing Units	12,937	
Owner Occupied	7,382	57.06
Renter Occupied	5,555	42.94
2010 Average Household Size	2.52	

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0288

R002916

Pop-Facts: Demographic Quick Facts 2010 Report

County, (see appendix for geographies), aggregate

Description	Total *County*	*%*
2010 Est. Households by Household Income	12,937	
Income Less than $15,000	3,877	29.97
Income $15,000 - $24,999	2,119	16.38
Income $25,000 - $34,999	1,647	12.73
Income $35,000 - $49,999	1,908	14.75
Income $50,000 - $74,999	1,827	14.12
Income $75,000 - $99,999	823	6.36
Income $100,000 - $124,999	358	2.77
Income $125,000 - $149,999	119	0.92
Income $150,000 - $199,999	120	0.93
Income $200,000 - $499,999	122	0.94
Income $500,000 and over	17	0.13
2010 Est. Average Household Income	$39,228	
2010 Est. Median Household Income	$27,870	
2010 Est. Per Capita Income	$17,012	
2010 Median HH Inc by Single Race Class or Ethn		
White Alone	40,507	
Black or African American Alone	22,587	
American Indian and Alaska Native Alone	20,000	
Asian Alone	72,222	
Native Hawaiian and Other Pacific Islander Alone	0	
Some Other Race Alone	30,345	
Two or More Races	13,800	
Hispanic or Latino	30,323	
Not Hispanic or Latino	27,824	

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Pop-Facts: Demographic Quick Facts 2010 Report

Appendix: Area Listing

Area Name:

Type: List - County Reporting Detail: Aggregate Reporting Level: County

Geography Code	Geography Name	Geography Code	Geography Name
45089	Williamsburg County, SC		

Project Information:

Site: 1

Order Number: 969406367

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EXHIBIT 22

Analysis of Travel Time by Zip Code in the Three-County Service Area

0291

CRCC way Svc Area Demographics Analyzed D/ Status Quo

	Zip Code	CRCC in MB - Miles	CRCC in MB - Min.	GMH - Miles	GMH - Min	Closest - Miles	Closest - Min.	Closest - Miles	Closest - Min.	2015 % Pop	2015 Population
1	29056-Greeleyville, WC	86.5	102	48.5	60	48.5	60	0.260	0.322	0.5%	2,161
2	29440-Georgetown	44.4	54	6.4	12	6.4	12	0.477	0.894	7.4%	30,003
3	29510-Andrews	63.9	78	25.9	36	25.9	36	0.682	0.949	2.6%	10,616
4	29511-Aynor	35.8	44	49.8	64	35.8	44	0.535	0.658	1.5%	6,024
5	29518-Cades, WC	76.0	94	47.3	58	47.3	58	0.177	0.217	0.4%	1,509
6	29526-Conway	20.5	30	41.0	49	20.5	30	2.196	3.213	10.7%	43,151
7	29527-Conway	23.9	37	32.9	44	23.9	37	1.487	2.302	6.2%	25,062
8	29544-Galivants Ferry, HC	35.7	47	55.2	68	35.7	47	0.542	0.714	1.5%	6,118
9	29545-Green Sea , HC	43.7	54	61.2	76	43.7	54	0.177	0.219	0.4%	1,634
10	29554-Hemingway, WC	47.6	63	26.6	39	26.6	39	0.602	0.882	2.3%	9,113
11	29556-Kingstree, WC	73.9	89	45.2	54	45.2	54	1.587	1.896	3.5%	14,145
12	29564-Lane, WC	73.3	102	35.3	59	35.3	59	0.076	0.127	0.2%	864
13	29566-Little River, HC	21.5	32	59.4	75	21.5	32	0.937	1.395	4.4%	17,566
14	29568-Longs, HC	27.7	37	58.2	76	27.7	37	0.850	1.136	3.1%	12,367
15	29569-Loris, HC	28.8	44	54.5	70	28.8	44	1.286	1.964	4.5%	17,984
16	29572-Myrtle Beach, HC	6.2	11	44.4	55	6.2	11	0.181	0.321	2.9%	11,759
17	29575-Myrtle Beach, HC	11.5	16	28.6	39	11.5	16	0.579	0.806	5.0%	20,301
18	29576-Murrells Inlet, HC	20.3	28	23.5	32	20.3	28	1.281	1.767	6.3%	25,432
19	29577-Myrtle Beach, HC	4.7	7	36.3	45	4.7	7	0.389	0.579	8.3%	33,324
20	29579-Myrtle Beach, HC	7.4	18	39.9	54	7.4	18	0.484	1.177	6.5%	26,355
21	29580-Nesmith, WC	65.4	96	36.7	60	36.7	60	0.146	0.238	0.4%	1,601
22	29581-Nichols, HC	50.6	59	68.0	81	50.6	59	0.624	0.728	1.2%	4,970
23	29582-North Myrtle Beach, HC	14.3	20	52.5	65	14.3	20	0.830	1.160	5.8%	23,377
24	29585-Pawleys Island	25.0	31	14.0	18	14.0	18	0.542	0.696	3.9%	15,583
25	29588-Myrtle Beach, HC	11.3	17	32.8	43	11.3	17	1.107	1.665	9.8%	39,462
26	29590-Salters, WC	76.5	87	38.5	45	38.5	45	0.230	0.268	0.6%	2,403
					Average Distance →	26.5	36.2	18.3	26.3	100%	402,884
					Average Weighed by Population →	18.3	26.3				

R002920

0292

CRCC Conwa : Area Demographics Analyzed Dat ree Centers

	Zip Code	CRCC in MB - Miles	CRCC in MB - Min.	GMH - Miles	GMH - Min	CRCC in Conway - Miles	CRCC in Conway - Min	Closest - Miles	Closest - Min.	Closest - Miles	Closest - Min.	2015 % Pop	2015 Population
1	29056-Greeleyville, WC	86.5	102	48.5	60	101	80	48.5	60	0.260	0.322	0.5%	2,161
2	29440-Georgetown	44.4	54	6.4	12	47.7	60	6.4	12	0.477	0.894	7.4%	30,003
3	29510-Andrews	63.9	78	25.9	36	61.9	84	25.9	36	0.682	0.949	2.6%	10,616
4	29511-Aynor	35.8	44	49.8	64	20.5	34	20.5	34	0.307	0.508	1.5%	6,024
5	29518-Cades, WC	76	94	47.3	58	65	82	47.3	58	0.177	0.217	0.4%	1,509
6	29526-Conway	20.5	30	41	49	10.5	18	10.5	18	1.125	1.928	10.7%	43,151
7	29527-Conway	23.9	37	32.9	44	13.8	25	13.8	25	0.858	1.555	6.2%	25,062
8	29544-Galivants Ferry, HC	35.7	47	55.2	68	25.6	35	25.6	35	0.389	0.531	1.5%	6,118
9	29545-Green Sea , HC	43.7	54	61.2	76	31.6	46	31.6	46	0.128	0.187	0.4%	1,634
10	29554-Hemingway, WC	47.6	63	26.6	39	37.5	52	26.6	39	0.602	0.882	2.3%	9,113
11	29556-Kingstree, WC	73.9	89	45.2	54	63.2	78	45.2	54	1.587	1.896	3.5%	14,145
12	29564-Lane, WC	73.3	102	35.3	59	76.9	108	35.3	59	0.076	0.127	0.2%	864
13	29566-Little River, HC	21.5	32	59.4	75	28.6	38	21.5	32	0.937	1.395	4.4%	17,566
14	29568-Longs, HC	27.7	37	58.2	76	33.4	40	27.7	37	0.850	1.136	3.1%	12,367
15	29569-Loris, HC	28.8	44	54.5	70	24.9	39	24.9	39	1.111	1.741	4.5%	17,984
16	29572-Myrtle Beach, HC	6.2	11	44.4	55	16.9	25	6.2	11	0.181	0.321	2.9%	11,759
17	29575-Myrtle Beach, HC	11.5	16	28.6	39	13.3	24	11.5	16	0.579	0.806	5.0%	20,301
18	29576-Murrells Inlet, HC	20.3	28	23.5	32	24.1	35	20.3	28	1.281	1.767	6.3%	25,432
19	29577-Myrtle Beach, HC	4.7	7	36.3	45	8.4	13	4.7	7	0.389	0.579	8.3%	33,324
20	29579-Myrtle Beach, HC	7.4	18	39.9	54	10.2	20	7.4	18	0.484	1.177	6.5%	26,355
21	29580-Nesmith, WC	65.4	96	36.7	60	55.3	85	36.7	60	0.146	0.238	0.4%	1,601
22	29581-Nichols, HC	50.6	59	68	81	38.4	51	38.4	51	0.474	0.629	1.2%	4,970
23	29582-North Myrtle Beach, HC	14.3	20	52.5	65	25.8	31	14.3	20	0.830	1.160	5.8%	23,377
24	29585-Pawleys Island	25	31	14	18	28.9	38	14.0	18	0.542	0.696	3.9%	15,583
25	29588-Myrtle Beach, HC	11.3	17	32.8	43	10.7	20	11.3	17	1.107	1.665	9.8%	39,462
26	29590-Salters, WC	76.5	87	38.5	45	73.3	91	38.5	45	0.230	0.268	0.6%	2,403
							Average Distance →	23.6	33.7			100%	402,884
							Average Weighed by Population →	15.8	23.6				

R002921

0293

EXHIBIT 23

Analysis of Travel Time by Zip Code in the Conway and Loris Areas

0294

CRCC Conwa[illegible]c Area Demographics

Change Summa[illegible]r Conway-Loris

	Analysis on Conway and Loris Areas with Three Centers	CRCC in MB - Miles	CRCC in MB - Min.	GMH - Miles	GMH - Min	CRCC in Conway - Miles	CRCC in Conway - Min	Closest - Miles	Closest - Min.	Closest - Miles	Closest - Min.	2015 % Pop	2015 Population
4	29511-Aynor	35.8	44	49.8	64	20.5	34	20.5	34	1.177	1.952	5.7%	6,024
6	29526-Conway	20.5	30	41	49	10.5	18	10.5	18	4.317	7.401	41.1%	43,151
7	29527-Conway	23.9	37	32.9	44	13.8	25	13.8	25	3.296	5.970	23.9%	25,062
8	29544-Galivants Ferry, HC	35.7	47	55.2	68	25.6	35	25.6	35	1.492	2.040	5.8%	6,118
9	29545-Green Sea , HC	43.7	54	61.2	76	31.6	46	31.6	46	0.492	0.716	1.6%	1,634
15	29569-Loris, HC	28.8	44	54.5	70	24.9	39	24.9	39	4.267	6.683	17.1%	17,984
22	29581-Nichols, HC	50.6	59	68	81	38.4	51	38.4	51	1.819	2.415	4.7%	4,970
							Average Distance →	23.6	35.4			100.0%	104,943
							Average Weighed by Population →	16.9	27.2				

	Analysis on Conway and Loris Areas with Status Quo	CRCC in MB - Miles	CRCC in MB - Min.	GMH - Miles	GMH - Min			Closest - Miles	Closest - Min.	Closest - Miles	Closest - Min.	2015 % Pop	2015 Population
4	29511-Aynor	35.8	44	49.8	64			35.8	44	2.055	2.526	5.7%	6,024
6	29526-Conway	20.5	30	41	49			20.5	30	8.429	12.336	41.1%	43,151
7	29527-Conway	23.9	37	32.9	44			23.9	37	5.708	8.836	23.9%	25,062
8	29544-Galivants Ferry, HC	35.7	47	55.2	68			35.7	47	2.081	2.740	5.8%	6,118
9	29545-Green Sea , HC	43.7	54	61.2	76			43.7	54	0.680	0.841	1.6%	1,634
15	29569-Loris, HC	28.8	44	54.5	70			28.8	44	4.935	7.540	17.1%	17,984
22	29581-Nichols, HC	50.6	59	68	81			50.6	59	2.396	2.794	4.7%	4,970
							Average Distance →	34.1	45.0			100.0%	104,943
							Average Weighed by Population →	26.3	37.6				

R002923

0295

EXHIBIT 24

Letter Documenting CRCC Project Financing

0296

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelphia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
[illegible]te, Breast, Soft tissue Sarcomas,
[illegible]n Cancers

March 3, 2011

Ms. Beverly B. Brandt, Bureau Chief
Bureau of Health Facilities and Services Development
South Carolina Department of Health & Environmental Control
Heritage Building, Suite 201
1777 St. Julian Place
Columbia, SC 29204

Re: Financing Documentation - Certificate of Need Application from Carolina Regional Cancer Center, LLC for the Addition of a Linear Accelerator to a New Office in Conway, SC

Dear Ms. Brandt:

This letter documents the plans by Carolina Regional Cancer Center, LLC ("CRCC") for financing the above referenced project.

The total Project Cost to be borne by CRCC, as defined under DHEC CON Regulation, is approximately $5,200,000. CRCC's ultimate parent corporation is Radiation Therapy Services, Inc. ("RTSI"), which is one of the nation's largest providers of radiation therapy services. At this time we plan to finance the project cost with our existing operating reserves. However, at a later time we may lease the linear accelerator or choose to finance some of the costs through borrowing arrangements with Lenders. Please be assured that CRCC and RTSI has the resources and credit rating to fully finance the project.

Please let me know if I can provide any additional information.

Respectfully submitted,

Kerrin E. Gillespie
Vice President, CRCC
Senior Vice President and Chief Financial Officer, RTSI

0297

EXHIBIT 25

Projection of Revenue and Expenses and Attestation Letter

0298

Carolina Regional Cancer Center
21st Century Oncology

Patrick M. Francke, M.D., F.A.C.R.O.
Medical Director
Medical Degree:
University of Louisville School of Medicine
Residency:
University of Kentucky Medical Center
Board Certified in Radiation Oncology
Special Interests:
Breast, Prostate and Lung Cancers,
HDR Brachytherapy

Todd E. Williams, M.D.
Medical Degree:
Medical University of South Carolina
Residency:
Medical University of South Carolina
Board Certified in Radiation Oncology
Special Interests:
Lung, Head/Neck and Esophageal Cancers

Stephen F. Andrews, D.O.
Doctor of Osteopathic Medicine
Medical Degree:
Philadelpia College of Osteopathic Medicine
Residency:
Fox Chase Cancer Center
Board Certified in Radiation Oncology
Special Interests:
[illegible], Breast, Soft tissue Sarcomas,
[illegible] Cancers

March 3, 2011

Ms. Beverly B. Brandt, Bureau Chief
Bureau of Health Facilities and Services Development
South Carolina Department of Health & Environmental Control
Heritage Building, Suite 201
1777 St. Julian Place
Columbia, SC 29204

Re: Letter regarding Financial Projections - Certificate of Need Application from Carolina Regional Cancer Center, LLC for the Addition of a Linear Accelerator to a New Office in Conway, SC

Dear Ms. Brandt:

This letter will attest to the qualifications of the persons who developed the financial information included in the above-referenced Certificate of Need application and to the accuracy of all financial calculations and the reasonableness of the assumptions.

As Vice President of Carolina Regional Cancer Center, LLC, I am responsible for the financial information regarding our corporation. I have been a CPA since July 26, 1988 and maintain an active license (#10246) with the state of Georgia. I supervised my staff in the preparation of the financial information included in the CON application. The financial information presented in the application is accurate to the best of our knowledge and abilities. Historical information was based on our internal operating financial records. Financial projections were made utilizing reasonable, but conservative assumptions, which have been fully disclosed in the application.

The projections represent management's judgment based on present circumstances and probable outcomes, which are not necessarily the most likely outcomes. Unexpected changes in reimbursement, price escalations, and similar unanticipated events could cause significant variance in our projections.

Sincerely yours,

Kerrin E. Gillespie
Vice President

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CAROLINA REGIONAL CANCER CENTER, LLC
INCOME STATEMENT 2009 - 2010 - 2011

	2009	2010	2011
Gross Charges	$ 36,978,776	$ 46,520,118	$ 59,574,787
Less: Indigent Care W/Os	$ 771,022	$ 1,237,664	$ 1,470,051
Gross Charges before Contractuals	$ 36,207,754	$ 45,282,454	$ 58,104,736
Contractual Write Offs	$ 21,185,157	$ 27,883,076	$ 36,425,859
Net Charges	$ 15,022,597	$ 17,399,378	$ 21,678,877
Bad Debt Expense	$ -	$ 17,243	$ 107,897
Net Fees Collected	$ 15,022,597	$ 17,382,135	$ 21,570,980
Operating Expenses:			
Physicians Wages & Benefits	$ 2,856,384	$ 2,737,845	$ 2,801,634
Staffs Wages & Benefits	$ 2,912,463	$ 2,219,207	$ 1,687,953
Depreciation	$ 846,947	$ 736,918	$ 525,045
Interest Expense	$ 118,764	$ 39,588	$ -
General & Admin. Expenses	$ 2,434,476	$ 3,414,330	$ 4,368,092
Total Operating Expenses	$ 9,169,034	$ 9,147,888	$ 9,382,725
Income (Loss) Before Income Taxes	$ 5,853,563	$ 8,234,247	$ 12,188,256
Provision for Income Taxes	$ 2,253,622	$ 3,170,185	$ 4,692,478
Net Income (Loss)	$ 3,599,941	$ 5,064,062	$ 7,495,777
Treatment Volume	15,613	20,946	22,419

CAROLINA REGIONAL CANCER CENTER, LLC
INCOME STATEMENT 2012 - 2013 - 2014
w/o CON Approval

	2012	2013	2014
Gross Charges	$ 61,417,306	$ 62,952,739	$ 64,526,557
Less: Indigent Care W/Os	$ 1,515,516	$ 1,553,404	$ 1,592,239
Gross Charges before Contractuals	$ 59,901,790	$ 61,399,335	$ 62,934,318
Contractual Write Offs	$ 37,552,432	$ 38,491,243	$ 39,453,524
Net Charges	$ 22,349,358	$ 22,908,092	$ 23,480,794
Bad Debt Expense	$ 111,234	$ 111,426	$ 114,212
Net Fees Collected	$ 22,238,124	$ 22,796,666	$ 23,366,582
Operating Expenses:			
Physicians Wages & Benefits	$ 2,888,282	$ 2,960,489	$ 3,034,501
Staffs Wages & Benefits	$ 1,740,158	$ 1,792,363	$ 1,846,134
Depreciation	$ 541,284	$ 541,284	$ 541,284
Interest Expense	$ -	$ -	$ -
General & Admin. Expenses	$ 4,503,188	$ 4,548,220	$ 4,593,702
Total Operating Expenses	$ 9,672,912	$ 9,842,356	$ 10,015,621
Income (Loss) Before Income Taxes	$ 12,565,212	$ 12,954,310	$ 13,350,961
Provision for Income Taxes	$ 4,837,607	$ 4,987,409	$ 5,140,120
Net Income (Loss)	$ 7,727,605	$ 7,966,901	$ 8,210,841
Treatment Volume	23,112	23,693	24,285

CAROLINA REGIONAL CANCER CENTER, LLC
INCOME STATEMENT 2012 - 2013 - 2014
With CON Approval

	Existing Myrtle Beach Office			Proposed Conway Office			Combined Myrtle Beach and Conway Offices		
	2012	2013	2014	2012	2013	2014	2012	2013	2014
Gross Charges	$ 48,519,672	$ 49,732,664	$ 50,975,980	$ 12,897,634	$ 13,220,075	$ 13,550,577	$ 61,417,306	$ 62,952,739	$ 64,526,557
Less: Indigent Care W/Os	$ 1,197,258	$ 1,227,189	$ 1,257,869	$ 318,258	$ 326,215	$ 334,370	$ 1,515,516	$ 1,553,404	$ 1,592,239
Gross Charges before Contractuals	$ 47,322,414	$ 48,505,474	$ 49,718,111	$ 12,579,376	$ 12,893,860	$ 13,216,207	$ 59,901,790	$ 61,399,335	$ 62,934,318
Contractual Write Offs	$ 29,666,421	$ 30,408,082	$ 31,168,284	$ 7,886,011	$ 8,083,161	$ 8,285,240	$ 37,552,432	$ 38,491,243	$ 39,453,524
Net Charges	$ 17,655,993	$ 18,097,393	$ 18,549,827	$ 4,693,365	$ 4,810,699	$ 4,930,967	$ 22,349,358	$ 22,908,092	$ 23,480,794
Bad Debt Expense	$ 87,875	$ 88,027	$ 90,227	$ 23,359	$ 23,400	$ 23,985	$ 111,234	$ 111,426	$ 114,212
Net Fees Collected	$ 17,568,118	$ 18,009,366	$ 18,459,600	$ 4,670,006	$ 4,787,300	$ 4,906,982	$ 22,238,124	$ 22,796,666	$ 23,366,582
Operating Expenses:									
Physicians Wages & Benefits	$ 2,166,212	$ 2,220,367	$ 2,275,876	$ 722,071	$ 740,122	$ 758,625	$ 2,888,282	$ 2,960,489	$ 3,034,501
Staffs Wages & Benefits	$ 1,406,369	$ 1,445,522	$ 1,485,851	$ 468,790	$ 481,841	$ 495,284	$ 1,875,158	$ 1,927,363	$ 1,981,134
Depreciation	$ 541,284	$ 541,284	$ 541,284	$ 319,873	$ 319,873	$ 319,873	$ 861,157	$ 861,157	$ 861,157
Interest Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General & Admin. Expenses	$ 3,677,391	$ 3,797,282	$ 3,834,805	$ 1,225,797	$ 1,265,761	$ 1,278,268	$ 4,903,188	$ 5,063,042	$ 5,113,073
Total Operating Expenses	$ 7,791,255	$ 8,004,455	$ 8,137,815	$ 2,736,530	$ 2,807,596	$ 2,852,050	$ 10,527,785	$ 10,812,051	$ 10,989,865
Income (Loss) Before Income Taxes	$ 9,776,863	$ 10,004,911	$ 10,321,785	$ 1,933,476	$ 1,979,703	$ 2,054,932	$ 11,710,339	$ 11,984,615	$ 12,376,717
Provision for Income Taxes	$ 3,764,092	$ 3,851,891	$ 3,973,887	$ 744,388	$ 762,187	$ 791,148	$ 4,508,481	$ 4,614,077	$ 4,765,036
Net Income (Loss)	$ 6,012,771	$ 6,153,020	$ 6,347,898	$ 1,189,088	$ 1,217,517	$ 1,263,784	$ 7,201,859	$ 7,370,538	$ 7,611,681
Treatment Volume	18,258	18,717	19,185	4,854	4,976	5,100	23,112	23,693	24,285

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Assumptions:

	Item	Explanation of Assumptions
		2009/2010 = Actual
		2011 = Q3 & Q4 2010 Annualized
a.	**Treatment Volumes**	2012 + = 2.5% Growth
b.	**Manpower Budget**	2 Additional FTEs (1 Radiation Therapist - 1 RN) if project approved.
c.	**Income Statements (2009 - 2010)**	Actual
d.	**Income Statement (2011)**	Annualized Q3 & Q4 2010
e.	**Income Statement (2012 forward):**	**w/o CON Approval**
	Charges/Revenue	Increase 2.5%
	Bad Debt Expense	Increase 1.77%
	Physicians Wages & Benefits	Increase 2.5%
	Staff Wages & Benefits	Increase 3%
	Depreciation	Remains Flat
	G & A expenses	Increase 1%
	Provision for Income Taxes	@ 38.5%
f.	**Income Statement (2012 forward):**	**With CON Approval - same assumptions above plus:**
	Charges/Revenue	Allocated 79%/21%
	Physicians Wages & Benefits	Increase 2.5% allocated 75%/25%
	Staff Wages & Benefits	Increase 3% allocated 75%/25%
	Depreciation	New equipment depreciated at Conway over 10 years.
	G & A expenses	Cost of additional building includes rent, insurance, maintenance & supplies.
	Provision for Income Taxes	@ 38.5%

0303

EXHIBIT 26

Charge Master for CRCC
Lin Acc Services

0304

CRCC Master Procedure code Listing

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	19296	PLACEMENT BREAST HDR MAMMO BALLOON	$ 8,753.07
M[illegible]	19297	CONCURRENT W/ PARTIAL MASTECTOMY	$ 221.15
MBSC	31505	LARYNGOSCOPY,INDIRECT,DIAGNOSTIC	$ 188.91
MBSC	31575	LARYNGOSCOPY, FLEXIBLE FIBEROPTIC	$ 265.75
MBSC	70450	CT HEAD OR BRAIN NO CONTRAST	$ 472.19
MBSC	70460	CT HEAD/BRAIN WITH CONTRAST	$ 614.68
MBSC	70470	CT HEAD/BRAIN W/O & WITH CONTRAST	$ 740.91
MBSC	70480	CT ORBIT/EAR WITHOUT CONTRAST	$ 636.71
MBSC	70481	CT ORBIT WITH CONTRAST	$ 855.11
MBSC	70482	CT ORBIT/EAR W/O & WITH CONTRAST	$ 972.97
MBSC	70486	CT UPPER JAW & FACE W/O CONTRAST	$ 618.70
MBSC	70487	CT UPPER JAW & FACE WITH CONTRAST	$ 746.78
MBSC	70488	CT UPPER JAW/FACE W/O-WITH CONTRAST	$ 906.19
MBSC	70490	CT SOFT TISSUE NECK NO CONTRAST	$ 613.05
MBSC	70491	CT SOFT TISSUE NECK W/CONTRAST	$ 735.07
MBSC	70492	CT NECK(SOFT TISS)W/O-WITH CONTRAST	$ 887.99
MBSC	71250	CT THORAX NO CONTRAST	$ 618.38
MBSC	71260	CT THORAX WITH CONTRAST	$ 741.58
MBSC	71270	CT THORAX W/O & WITH CONTRAST	$ 912.06
MBSC	72125	CT CERVICAL SPINE NO CONTRAST	$ 620.13
MBSC	72126	CT CERVICAL SPINE W/CONTRAST	$ 740.14
MBSC	72127	CT CERV SPINE W/O & WITH CONTRAST	$ 896.41
M[illegible]	72128	CT THORACIC SPINE NO CONTRAST	$ 619.27
MBSC	72129	CT THORACIC SPINE W/CONTRAST	$ 740.14
MBSC	72130	CT THORAC SPINE W/O & WITH CONTRAST	$ 899.49
MBSC	72131	CT LUMBAR SPINE NO CONTRAST	$ 618.38
MBSC	72132	CT LUMBAR SPINE W/CONTRAST	$ 739.25
MBSC	72133	CT LUMBAR SPINE W/O & WITH CONTRAST	$ 898.18
MBSC	72192	CT PELVIS NO CONTRAST	$ 585.50
MBSC	72193	CT PELVIS W/CONTRAST	$ 701.62
MBSC	72194	CT PELVIS W/O & WITH CONTRAST	$ 894.77
MBSC	73200	CT UPPER EXTREMITY NO CONTRAST	$ 591.64
MBSC	73201	CT UPPER EXTREMITY W/CONTRAST	$ 708.62
MBSC	73202	CT UPPER EXTREM W/O & WITH CONTRAST	$ 904.42
MBSC	73700	CT LOWER EXTREMITY NO CONTRAST	$ 592.52
MBSC	73701	CT LOWER EXTREMITY W/CONTRAST	$ 713.01
MBSC	73702	CT LOWER EXTREM W/O & WITH CONTRAST	$ 906.16
MBSC	74150	CT ABDOMEN NO CONTRAST	$ 594.05
MBSC	74160	CT ABDOMEN W/CONTRAST	$ 791.73
MBSC	74170	CT ABDOMEN W/O & WITH CONTRAST	$ 988.41
MBSC	76380	CT SCAN LOCALIZED F/U STUDY	$ 391.15
MBSC	77014	CT SCAN/PLACEMENT OF RT FIELDS	$ 445.47
MBSC	77261	PHYSICIANS TRT PLAN SIMPLE	$ 181.84
M[illegible]	77262	PHYSICIANS TRT PLAN INTERMEDIATE	$ 273.33
M[illegible]	77263	PHYSICIAN'S TRT PLAN COMPLEX	$ 406.77
MBSC	77280	SIMULATION-AIDED FIELD SETTING SIM	$ 439.23

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R002933

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	77285	SIMULATION-AIDED FIELD SETTING INT	$ 761.79
MBSC	77290	SIMULATION-AIDED FIELD SETTING COM	$ 1,204.12
MBSC	77295	SIMULATION-3DIMENSIONAL RECONSTRUCT	$ 1,464.14
MBSC	77300	BASIC DOSIMETRY CALCULATION	$ 170.15
MBSC	77301	IMRT PLAN-INC DVH FOR TARG & CRT ST	$ 5,294.21
MBSC	77305	TELETHERAPY ISODOSE PLAN SIMPLE	$ 168.49
MBSC	77310	TELETHERAPY ISODOSE PLAN INTERMED	$ 236.97
MBSC	77315	TELETHERAPY ISODOSE PLAN COMPLEX	$ 353.38
MBSC	77321	SPECIAL TELETHERAPY PORT PLAN	$ 273.09
MBSC	77328	BRACHYTHERAPY ISODOSE COMPLEX	$ 667.05
MBSC	77331	SPECIAL DOSIMETRY	$ 155.60
MBSC	77332	TREATMENT DEVICES SIMPLE	$ 187.14
MBSC	77333	TREATMENT DEVICES INTERMEDIATE	$ 156.27
MBSC	77334	TREATMENT DEVICES COMPLEX	$ 373.59
MBSC	77336	CONTINUING PHYSICS	$ 186.44
MBSC	77338	IMRT MLC	$ 1,181.99
MBSC	77370	SPECIAL PHYSICS CONSULTATION	$ 269.39
MBSC	77372	SRS-1 SESS;LINEAR ACCELERATOR BASED	$ 1,955.57
MBSC	77373	SBRT, ONE OR MORE LESIONS	$ 3,631.21
MBSC	77401	SUPERFICIAL ORTHOVOLT	$ 62.63
MBSC	77402	0-5 MV LIN ACC S	$ 329.88
MBSC	77403	6-10 MV LIN ACC S	$ 290.43
MBSC	77404	11-19 MV LIN ACC S	$ 321.98
MBSC	77406	20 MV OR > LIN ACC S	$ 324.60
MBSC	77407	0-5 MV LIN ACC I	$ 536.64
MBSC	77408	6-10 MV LIN ACC I	$ 392.94
MBSC	77409	11-19 MV LIN ACC I	$ 435.02
MBSC	77411	20 MV OR > LIN ACC I	$ 433.25
MBSC	77412	0-5 MV LIN ACC C	$ 510.35
MBSC	77413	6-10 MV LIN ACC C	$ 513.86
MBSC	77414	11-19 MV LIN ACC C	$ 573.44
MBSC	77416	20 MV OR > LIN ACC C	$ 576.07
MBSC	77417	THERAPEUTIC RADIOLOGY PORT FILM(S)	$ 35.48
MBSC	77418	IMRT TRT DELIVERY-SING OR MULT FLDS	$ 1,216.53
MBSC	77421	STEREOSCOPIC X-RAY GUIDANCE	$ 262.80
MBSC	77427	RADIATION TREATMENT MGMT 5 TX	$ 487.14
MBSC	77432	STEREOTACTIC THERAPY MANAGEMENT	$ 1,028.13
MBSC	77435	STEREOTACTIC MGT-BODY WEEKLY	$ 1,705.39
MBSC	77470	SPECIAL TREATMENT PROCEDURE	$ 540.90
MBSC	77750	INFUSION/INSTILLATION RADIOELEMENT	$ 914.39
MBSC	77778	COMPLEX INTERSTITIAL APPLICATION	$ 2,062.77
MBSC	77785	HDR 1 CHANNEL	$ 486.50
MBSC	77786	HDR 2-12 CHANNELS	$ 1,349.00
MBSC	77787	HDR OVER 12 CHANNELS	$ 2,077.46
MBSC	77790	HANDLING, LOADING OF RADIOELEMENT	$ 221.21
MBSC	78808	INJECT PROC NON-IMAGING PROBE STUDY	$ 104.57

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	82270	BLOOD, OCCULT; FECES SCREENING %	$ 12.49
M	92511	NASOPHARYNGOSCOPY WITH ENDOSCOPE	$ 362.63
MBSC	96402	CHEMOADMIN,SUBCUT;HORMONAL ANTI-NEO	$ 91.82
MBSC	99201	OFFICE VISIT NEW PATIENT MINIMAL	$ 96.51
MBSC	99202	OFFICE VISIT NEW PATIENT MINOR	$ 167.37
MBSC	99203	OFFICE VISIT NEW PATIENT LOW	$ 242.46
MBSC	99204	OFFICE VISIT NEW PATIENT MODERATE	$ 377.08
MBSC	99205	OFFICE VISIT NEW PATIENT HIGH SEVER	$ 474.87
MBSC	99211	OFFICE VISIT ESTABLISHED MINOR	$ 47.19
MBSC	99212	OFFICE VISIT ESTABLISHED MINOR	$ 96.51
MBSC	99213	OFFICE VISIT ESTABLISHED LOW SEVER	$ 163.72
MBSC	99214	OFFICE VISIT ESTABLISHED MODERATE	$ 245.65
MBSC	99215	OFFICE VISIT ESTABLISHED HIGH	$ 331.62
MBSC	99221	INITIAL INPATIENT LEVEL 1	$ 238.33
MBSC	99222	INITIAL INPATIENT LEVEL 2	$ 324.41
MBSC	99223	INITIAL INPATIENT LEVEL 3	$ 477.71
MBSC	99231	SUBSEQUENT INPATIENT LEVEL 1	$ 96.16
MBSC	99232	SUBSEQUENT INPATIENT LEVEL 2	$ 173.50
MBSC	99233	SUBSEQUENT INPATIENT LEVEL 3	$ 248.97
MBSC	99241	CONSULTATION OP MINIMAL	$ -
MBSC	99242	CONSULTATION OP MINOR	$ -
MBSC	99243	CONSULTATION OP LOW SEVERITY	$ -
M	99244	CONSULTATION OP MODERATE SEVERITY	$ -
MBSC	99245	CONSULTATION OP HIGH SEVERITY	$ -
MBSC	99251	CONSULTATION HOSPITAL MINIMAL	$ -
MBSC	99252	CONSULTATION HOSPITAL MINOR	$ -
MBSC	99253	CONSULTATION HOSPITAL LOW SEVERITY	$ -
MBSC	99254	CONSULTATION HOSPITAL MODERATE SEV	$ -
MBSC	99255	CONSULTATION HOSPITAL HIGH SEVERITY	$ -
MBSC	0073T	IMRT TRT DELIV-COMPENSATOR BASED	$ 1,216.53
MBSC	70450,TC	CT HEAD OR BRAIN NO CONTRAST	$ 363.17
MBSC	70460,TC	CT HEAD/BRAIN WITH CONTRAST	$ 470.05
MBSC	70470,TC	CT HEAD/BRAIN W/O & WITH CONTRAST	$ 578.69
MBSC	70480,TC	CT ORBIT/EAR WITHOUT CONTRAST	$ 473.56
MBSC	70481,TC	CT ORBIT WITH CONTRAST	$ 678.58
MBSC	70482,TC	CT ORBIT/EAR W/O & WITH CONTRAST	$ 788.11
MBSC	70486,TC	CT UPPER JAW & FACE W/O CONTRAST	$ 473.56
MBSC	70487,TC	CT UPPER JAW & FACE WITH CONTRAST	$ 580.46
MBSC	70488,TC	CT UPPER JAW/FACE W/O-WITH CONTRAST	$ 725.02
MBSC	70490,TC	CT SOFT TISSUE NECK NO CONTRAST	$ 449.03
MBSC	70491,TC	CT SOFT TISSUE NECK W/CONTRAST	$ 558.54
MBSC	70492,TC	CT NECK(SOFT TISS)W/O-WITH CONTRAST	$ 703.12
MBSC	71250,TC	CT THORAX NO CONTRAST	$ 470.05
M	71260,TC	CT THORAX WITH CONTRAST	$ 583.09
M	71270,TC	CT THORAX W/O & WITH CONTRAST	$ 735.53
MBSC	72125,TC	CT CERVICAL SPINE NO CONTRAST	$ 471.81

0307

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	72126,TC	CT CERVICAL SPINE W/CONTRAST	$ 583.95
[illegible]	72127,TC	CT CERV SPINE W/O & WITH CONTRAST	$ 734.67
MBSC	72128,TC	CT THORACIC SPINE NO CONTRAST	$ 470.93
MBSC	72129,TC	CT THORACIC SPINE W/CONTRAST	$ 583.95
MBSC	72130,TC	CT THORAC SPINE W/O & WITH CONTRAST	$ 737.29
MBSC	72131,TC	CT LUMBAR SPINE NO CONTRAST	$ 470.05
MBSC	72132,TC	CT LUMBAR SPINE W/CONTRAST	$ 583.09
MBSC	72133,TC	CT LUMBAR SPINE W/O & WITH CONTRAST	$ 735.53
MBSC	72192,TC	CT PELVIS NO CONTRAST	$ 445.52
MBSC	72193,TC	CT PELVIS W/CONTRAST	$ 553.29
MBSC	72194,TC	CT PELVIS W/O & WITH CONTRAST	$ 739.04
MBSC	73200,TC	CT UPPER EXTREMITY NO CONTRAST	$ 452.52
MBSC	73201,TC	CT UPPER EXTREMITY W/CONTRAST	$ 560.31
MBSC	73202,TC	CT UPPER EXTREM W/O & WITH CONTRAST	$ 748.68
MBSC	73700,TC	CT LOWER EXTREMITY NO CONTRAST	$ 453.40
MBSC	73701,TC	CT LOWER EXTREMITY W/CONTRAST	$ 564.68
MBSC	73702,TC	CT LOWER EXTREM W/O & WITH CONTRAST	$ 750.43
MBSC	74000,TC	XRAY,ABDOMEN, SINGLE VIEW	$ 37.23
MBSC	74150,TC	CT ABDOMEN NO CONTRAST	$ 442.01
MBSC	74160,TC	CT ABDOMEN W/CONTRAST	$ 629.51
MBSC	74170,TC	CT ABDOMEN W/O & WITH CONTRAST	$ 809.12
MBSC	76380,TC	CT SCAN LOCALIZED F/U STUDY	$ 266.79
[illegible]	77011,TC	CT GUIDANCE FOR STEREOTACTIC LOCAL	$ 1,510.07
MBSC	77014,26	CT SCAN/PLACEMENT OF RT FIELDS	$ 108.59
MBSC	77014,PTC	CT SCAN/PLACEMENT OF RT FIELDS	$ 336.88
MBSC	77014,TC	CT SCAN/PLACEMENT OF RT FIELDS	$ 336.88
MBSC	77014,TCI	CT MEDICARE A, INPATIENT	$ 336.88
MBSC	77014,TCS	CT SCAN/SET UP	$ 336.88
MBSC	77280,26	SIMULATION-AIDED FIELD SETTING SIM	$ 90.07
MBSC	77280,TC	SIMULATION-AIDED FIELD SETTING SIM	$ 349.15
MBSC	77285,26	SIMULATION-AIDED FIELD SETTING INT	$ 134.91
MBSC	77285,TC	SIMULATION-AIDED FIELD SETTING INT	$ 626.88
MBSC	77290,26	SIMULATION-AIDED FIELD SETTING COM	$ 199.63
MBSC	77290,TC	SIMULATION-AIDED FIELD SETTING COM	$ 1,004.52
MBSC	77295,26	SIMULATION-3DIMENSIONAL RECONSTRUCT	$ 583.60
MBSC	77295,TC	SIMULATION-3DIMENSIONAL RECONSTRUCT	$ 880.51
MBSC	77300,26	BASIC DOSIMETRY CALCULATION	$ 79.46
MBSC	77300,G	GAMMA FUNCTION CALCULATIONS	$ 170.15
MBSC	77300,G26	GAMMA FUNCTION CALCULATIONS	$ 79.46
MBSC	77300,GTC	GAMMA FUNCTION CALCULATIONS	$ 90.66
MBSC	77300,TC	BASIC DOSIMETRY CALCULATION	$ 90.66
MBSC	77301,2	IMRT PLAN-INC DVH FOR TARG & CRT ST	$ 5,294.21
MBSC	77301,26	IMRT PLAN-INC DVH FOR TARG & CRT ST	$ 1,023.04
[illegible]	77301,TC	IMRT PLAN-INC DVH FOR TARG & CRT ST	$ 4,271.20
[illegible]	77305,26	TELETHERAPY ISODOSE PLAN SIMPLE	$ 90.07
MBSC	77305,TC	TELETHERAPY ISODOSE PLAN SIMPLE	$ 78.42

0308

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	77310,26	TELETHERAPY ISODOSE PLAN INTERMED	$ 134.91
[illegible]	77310,TC	TELETHERAPY ISODOSE PLAN INTERMED	$ 102.05
MBSC	77315,26	TELETHERAPY ISODOSE PLAN COMPLEX	$ 199.63
MBSC	77315,TC	TELETHERAPY ISODOSE PLAN COMPLEX	$ 153.75
MBSC	77321,TC	SPECIAL TELETHERAPY PORT PLAN	$ 151.13
MBSC	77328,26	BRACHYTHERAPY ISODOSE COMPLEX	$ 267.97
MBSC	77328,TC	BRACHYTHERAPY ISODOSE COMPLEX	$ 399.08
MBSC	77331,26	SPECIAL DOSIMETRY	$ 111.35
MBSC	77331,D	DVS MICRODOSIMETRY	$ 157.74
MBSC	77331,D26	DVS MICRODOSIMETRY	$ 111.35
MBSC	77331,DTC	DVS MICRODOSIMETRY	$ 44.25
MBSC	77331,TC	SPECIAL DOSIMETRY	$ 44.25
MBSC	77332,26	TREATMENT DEVICES SIMPLE	$ 69.30
MBSC	77332,B	TREATMENT DEVICES SIMPLE,RECTAL BAL	$ 187.14
MBSC	77332,TC	TREATMENT DEVICES SIMPLE	$ 117.84
MBSC	77333,26	TREATMENT DEVICES INTERMEDIATE	$ 107.66
MBSC	77333,TC	TREATMENT DEVICES INTERMEDIATE	$ 48.62
MBSC	77334,1TC	TREATMENT DEVICES COMPLEX	$ 215.10
MBSC	77334,26	TREATMENT DEVICES COMPLEX	$ 158.50
MBSC	77334,TC	TREATMENT DEVICES COMPLEX	$ 215.10
MBSC	77338,26	IMRT MLC	$ 569.98
MBSC	77338,TC	IMRT MLC	$ 612.00
[illegible]	77421,26	STEREOSCOPIC X-RAY GUIDANCE	$ 49.47
MBSC	77421,TC	STEREOSCOPIC X-RAY GUIDANCE	$ 213.33
MBSC	77470,26	SPECIAL TREATMENT PROCEDURE	$ 267.97
MBSC	77470,TC	SPECIAL TREATMENT PROCEDURE	$ 272.93
MBSC	77778,26	INTERSTITIAL APPLICATION COMPLEX	$ 1,447.76
MBSC	77790,26	HANDLING, LOADING OF RADIOELEMENT	$ 134.91
MBSC	78608,TC	PET;BRAIN IMAGING;METABOLIC EVAL	$ 1,999.74
MBSC	78812,TC	PET; SKULL BASE TO MID-THIGH	$ 1,999.74
MBSC	78813,TC	PET; WHOLE BODY	$ 1,999.74
MBSC	78814,TC	PET/CT:LMTD AREA(eg,CHEST,HEAD/NECK	$ 2,221.00
MBSC	78815,TC	PET/CT:SKULL BASE TO MID-THIGH	$ 2,221.00
MBSC	78816,TC	PET/CT:WHOLE DOBY	$ 2,221.00
MBSC	99201,C	OFFICE VISIT NEW PATIENT MINIMAL	$ 96.51
MBSC	99202,C	OFFICE VISIT NEW PATIENT MINOR	$ 167.37
MBSC	99203,C	OFFICE VISIT NEW PATIENT LOW	$ 242.46
MBSC	99204,C	OFFICE VISIT NEW PATIENT MODERATE	$ 377.08
MBSC	99205,C	OFFICE VISIT NEW PATIENT HIGH SEVER	$ 474.87
MBSC	99211,C	OFFICE VISIT ESTABLISHED MINOR	$ 47.19
MBSC	99212,C	OFFICE VISIT ESTABLISHED MINOR	$ 96.51
MBSC	99213,C	OFFICE VISIT ESTABLISHED LOW SEVER	$ 163.72
MBSC	99214,C	OFFICE VISIT ESTABLISHED MODERATE	$ 245.65
[illegible]	99215,C	OFFICE VISIT ESTABLISHED HIGH	$ 331.62
[illegible]	A9543	YTTRIUM Y90, UP TO 40 mCi	$ 62,228.90
MBSC	A9600	SUPPLY OF ST89 CHLORIDE PER MCL	$ 2,499.77

0309

Dataset ID	CPT Code	CPT Code Description	CPT Standard Fee
MBSC	A9604	50 mcl of SAMARIUM	$ 4,718.70
M	G8464	PT NOT ELIGIBLE L/I/RISK UNDETERMI	$ -
MBSC	G8465	HIGH RISK/RECURRENCE PROSTATE CANCR	$ -
MBSC	J0207	AMIFOSTINE, 500mg	$ 878.93
MBSC	J1642	HEPERIN LOCK FLUSH PER 10 UNITS	$ 0.43
MBSC	J3315	TRELSTAR DEPOT 3.75 mg	$ 439.79
MBSC	J7030	NORMAL SALINE SOLUTION INFUS.1000CC	$ 1.26
MBSC	J7040	NORMAL SALINE SOLUTION 500ML	$ 1.50
MBSC	J7042	5% DEXTROSE/NORM.SALINE 500ML	$ 0.91
MBSC	J7050	NORMAL SALINE SOLUTION INFUS:250CC	$ 0.75
MBSC	J9202	GODERELIN ACETATE IMPLANT PER 3.6MG	$ 523.22
MBSC	J9217	ELIGARD, LEUPROLIDE ACETATE 7.5 MG	$ 881.24

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EXHIBIT 27

Charge Comparison of CRCC and Georgetown Memorial Hospital

0311

Average Charge of Highest Volume Radiation Therapy Procedures

CPT Code	CPT Code Description	CRCC	GMH*
77403	6-10 MV LIN ACC S	$290.43	$233.71
77409	11-19 MV LIN ACC I	$435.02	$292.14
77413	6-10 MV LIN ACC C	$513.86	$353.28
77414	11-19 MV LIN ACC C	$573.44	$350.56
77418	IMRT TRT DELIVERY-SING OR MULT FLDS	$1,216.53	$1,928.10

* Source: GMH Ford Cancer Center data as reported to DHEC by letter dated 12/02/2010

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EXHIBIT 28

Manpower Budget

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Carolina Regional Cancer Center, LLC
THREE-YEAR PROJECTED MANPOWER BUDGETS

Full Time Equivalent (FTE) Units

Position	Current Staffing	Proposed Staffing Years 1-3		
		Total	Existing Facility	Proposed Facility
Radiation Oncologists	4.00	4.00	3.00	1.00
Senior Radiation Therapists	1.00	1.00	0.50	0.50
Radiation Therapists	10.00	11.00	8.50	2.50
CT/Sim Technicians	2.00	2.00	1.50	0.50
Dosimetrists	3.00	3.00	2.00	1.00
Dosimetrist Assistant	1.00	1.00	1.00	0.00
Nurses				
RNs	3.00	4.00	3.00	1.00
LPNs	1.00	1.00	1.00	0.00
Regional Administrator	1.00	1.00	0.50	0.50
Front Office	3.00	3.00	2.00	1.00
Outreach Coordinator	1.00	1.00	0.75	0.25
Human Resource Assistant	1.00	1.00	0.75	0.25
Office Financial Manager	2.00	2.00	1.50	0.50
Insurance Verifiers	2.00	2.00	1.50	0.50
Financial Counselor	1.00	1.00	0.75	0.25
Total FTE Count	36.00	38.00	28.25	9.75

Note 1: Physics, Transcription and Janatorial services are provided under contract.
Note 2: Many position types/employees will support both the existing and proposed facilities
Note 3: Proposed increase of only two FTEs is partial result of operating both centers with normal business hours whereas existing center is operational until 11:00 pm at present

R002942

EXHIBIT 29

Curriculum Vitas of CRCC Physicians and Medical Physicists

0315

CURRICULUM VITAE

TODD EDWARD WILLIAMS, M.D.
511 Laurel Street
Conway, South Carolina 29526

PRESENT TITLE & AFFILIATION:	Private Practice Carolina Regional Cancer Center 4708 Oleander Drive Myrtle Beach, S.C. 29577
EDUCATION:	Medical University of South Carolina, Charleston, S.C. M.D., 1983-1987 University of South Carolina, Columbia, S.C. BS Chemical Engineering, 1979-1983
POSTGRADUATE TRAINING:	Internship-General Surgery Medical University of South Carolina, Charleston, S.C. 1987-1988 Residency-Radiation Oncology Medical University of South Carolina, Charleston, S.C. January 1989- January 1992 Board Certified in Radiation Oncology on June 9. 1994
ACTIVE LICENSURES:	South Carolina License No. 14002 DEA License No. 1043823 DHEC License No. 25-0789
ACADEMIC AND PROFESSIONAL APPOINTMENTS:	Clinical Assistant Professor of Radiation Oncology Medical University of South Carolina January 2001- Present Assistant Professor of Radiation Oncology Medical University of South Carolina July 1997- December 2000 Instructor of Radiation Oncology Medical University of South Carolina January 1992- July 1997
MEDICAL PRACTICE EXPERIENCE:	Staff Physician Rivers Avenue Urgent Care Center, Charleston, S.C. 1988-1989
TEACHING EXPERIENCE:	Active participation in the training of radiation oncology residents including regular clinical lectures. 1992 – 2000

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10/20/10

Participating in Testing of MUSC parallel Curriculum medical students. 1996 – 2000

Physical diagnosis instruction for MUSC medical Students. 1996

BASIC RESEARCH EXPERIENCE:

Medical University of South Carolina
Department of Radiation Oncology, Division of Radiobiology.
Subject: Development of isoeffect equation between Low dose-rate I-125 Brachytherapy and acute, Fractionated radiotherapy taking into account both intratherapy proliferation and division delay.
1988-1989

CLINICAL RESEARCH ACTIVITIES:

Radiation Therapy Oncology Group (RTOG)
Principal Investigator for MUSC 1997-2000.

Co-Investigator of MUSC SORTIE trial (multiInstitutional phase III trial of Stent or Radiation Therapy Intervention for Esophageal cancer Dysphagia). Began accrual 2/98-closed Spring 2000.

Principal investigator for MUSC 7498 (phase I/II Radiation dose escalation trial for stage 1,11 and III Non-small cell lung cancer patients). Began accrual 2/98.

Institutional principal investigator for British Biotech Protocol C03/IVB/173 phase III, multi-center, Randomized, double-blind, placebo-controlled study Of Marimastat in patients with minimal disease Stage III non-small cell lung cancer.

Institutional principal investigator for a phase III trial of Hylarad in patients undergoing radiotherapy for Head and neck cancer. Accrual to begin 8/1/00.

Institutional principal investigator for MUSC a phase III trial of Ethyol in patients undergoing combined radiotherapy and chemotherapy with esophageal cancer. Accrual to begin 8/00.

National Cancer Institute Investigator Number-26414

GRANTS:

$48,000 for Marimastat in Patients with Minimal Disease Stage III Non-Small Cell Lung Cancer (C03/IVB/173) from British Biotech, Inc

$82,600 for Hylarad in patients undergoing radiotherapy for head and neck cancer from Biomatrix, Inc.

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$100,000 for Ethyol in patients undergoing radiotherapy and chemotherapy for esophageal cancer from Alza Pharmaceuticals

MEMBERSHIPS:

American Medical Association
South Carolina Medical Association
American Society for Therapeutic Radiology and Oncology
South Carolina Cancer Pain Initiative
American Society of Clinical Oncology
American College of Radiation Oncology
American College of Radiology

COMMITTEES:

Chairman of the Hollings Cancer Center Clinical Research Committee, 1998-2000.

Medical University of South Carolina Institutional Review Board, 1997-2000.

Committee on Residency Training on Radiation Oncology Commission on Education, American College of Radiology. 1999-2000

Medical University of South Carolina Radiation Safety Committee, 1995-2000.

Dissertation committee for PhD Candidate in Biometry and Epidemiology.

Data Safety Monitoring Committee for Multi Institutional Ultraflex Tracheobronchial Stent Quality of Life Study, 1999.

Hollings Cancer Center Clinical Trials Data Safety And Monitoring Board, 2000.

ACADEMIC ACTIVITIES:

Invited reviewer for Journal of Radiation Oncology, Biology and Physics.

Invited reviewer for Journal of the American Academy Of Dermatology.

Invited Reviewer for The Oncologist.

Contributing author (lung section) and editor to 1999 And 2000 American College of Radiology in-service Examination for radiation oncology residents.

0318

Invited Lectures:

"Combined Chemotherapy and Radiotherapy in Locally Advanced Head and Neck Cancer". Myrtle Beach Oncology Society, 2/00. Sponsored by Bristol-Myers Squibb

"Radiation Therapy in Cancer Palliation". Hollings Cancer Center. Medical University of South Carolina. 11/09/99.

Guest Speaker, SC Red Cross Hemophoresis Division Annual Meeting, Columbia, S.C. October 1996.

Guest Speaker, SC Cancer Pain Initiative Hilton Head Hospital, Hilton Head, S.C. May, 1996.

Guest Speaker, SC Cancer Pain Initiative Doctor Home Health, Charleston, S.C. August 1996.

Professional Interests:

Thoracic malignancies
Head and neck malignancies

Bibliography

Published Articles

Williams, T.E., Thomas, C.R., Turrisi, A.T. Counterpoint: Better radiation treatment of non-small cell lung cancer utilizing new techniques without elective nodal irradiation. Seminars in Radiation Oncology. October 2000.

Williams, T.E., Thomas, C.R., Jr., Turrisi AT: Radiotherapy Fractionation and Volume Issues in Limited Stage Small Cell Lung Carcinoma. Controversies and issues in Lung Cancer, Marcel Dekker, Inc. 2000.

Williams, T.E., Turrisi, A.T.: Role of Radiotherapy in the Treatment of Small Cell Lung Carcinoma. Chest Surgery Clinics of North America., Feb. 1997.

Williams, T.E., Thomas, C.R., Jr., Eady, JL, Turrisi, AT III: Musculosketal Metastases Lung Cancer. Management of Metastatic Disease to the Musculoskeletal System, Quality Medical Publishing, Inc. 1999.

Urbanic, J.J., Turrisi A.T. III, Sharma, A.K., Silvestri, G.A., **Williams, T.E.**, Vanek, K.N., Sherman, C.A.: Conformal High-Dose External Radiation Therapy, 80.5Gy, Alone for Medically Inoperable Non-small Cell Lung Cancer: A Retrospective Analysis. J Thorac Oncol 2006;1: 112-119.

Thomas, C.R., Jr., Cobos, E, **Williams, T.E.**, Turrisi AT III: Lung Cancer, In *EyreHJ*, Lenhard, R.E., Jr., Brady, L.W., Gansler, T (Eds) Textbook of Clinical Oncology, 3'd edition, Atlanta, American Cancer Society, 2000.

0319

Prado, K.L., Nelson, S.J., Nuyttens, J.J., Williams, T.E., Vanek, K.N.: Clinical implementation of the AAPM Task Group recommendations on fetal dose from radiotherapy with photon beams: a head and neck case report. Journal of Applied Clinical Medical Physics. February 2000.

Thomas, C.R., Jr., Cobos, E., Williams, T.E., Turrisi, A.T. III: Don't be Misguided When the Data are Silent and the Editorial Misses the Mark. J Clin Oncol 16:3316-3322, 1998.

Thomas, C.R., Jr., Williams, T.E., Turrisi, A.T., III: Lung Toxicity in the treatment of lung cancer: thoughts at the end of the millennium, In Meyer J., Karger T. (Eds), Radiation Injury-Prevention and Treatment Frontiers of Radiation Therapy and Oncology: Radiation Series, Basel, Karger Medical and Scientific Publishers, 1998.

Vanek, K.N., Thomas, C.R., Jr., Williams, T.E., Turrisi, A.T. III: New Treatment Approaches in Radiation Oncology. Journal of Oncology Index and Reviews Vol II, #4, 1998.

Scarbrough TJ, Day TA, Williams TE, Hardin JH, Aguero EG, Thomas CR Jr.: Referred otalgia in head and neck cancer: a unifying schema. Am J Clin Oncol. 2003 Oct;26(5):e 157-62.

Nuyttens JJ, Prado KL, Jenrette JM, Williams TE. Fetal dose during radiotherapy: clinical implementation and review of the literature. Cancer Radiother. 2002 Dec;6(6):352-7 Review.

Prado KL, Nelson SJ, Nuyttens JJ, Williams TE, Vanek KN. Clinical implementation of the AAPM Task Group 36 recommendations on fetal dose of from radiotherapy with photon beams: a head and neck irradiation case report. J Appl Clin Med Phys. 2000 Winter;1(1):1-7

Published Abstracts

A.T. Turrisi, R.H. Hawes, C. Redmond, Y. Palesch, T. Williams, C.Reed, M. Green, P.Mauldin, P. Cotton; Palliation with stent (S) or radiation therapy (RT) 20Gy in 5 fractions intervention for esophageal (SORTIE) cancer dysphagia: a multicenter trial for T-4, N-any, M +/- squamous or adenocarcinoma of the esophagus. A randomized trial relief from dysphagia and quality of life (QOL) analysis. Proceedings of ASCO Volume 21, abstract # 550, 2002.

H. Choy, R.D. DeVore, W. Akerly, H. Safran, S. Graziano, T. Williams, J. Bogart, Y. Shyr, D.H. Johnson: Sequential Phase II Studies of Paclitaxel +/- Carboplatin and Radiation Therapy (+/- Hyperfractionation HFXRT) for Locally Advanced Non-Small Cell Lung Cancer (NSCLC): Multi-institutional Trials. Proceedings of ASCO Volume 19, Abstract #1951, 2000.

W. Akerley, J. Hemdon, A. Turrisi, S. Graziano, T. Williams, W. Sihov, H. Choy, D. Watson, M. Green: Induction Chemotherapy with Paclitaxil (P) and Carboplatin (C) Followed by Concurrent Thoracic Radiation and Weekly PC for Patients with Unresectable

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South Carolina Board of Medical Examiners
Website Verification

4708 OLEANDER DR
MYRTLE BEACH, SC 29577-5748

Name: TODD EDWARD WILLIAMS	**Profession:** MD	**Office Phone:** (843) 449-9415
Basis: NB 88	**School:** SC	**Graduation:** 07/24/1987
License No: 14002	**Date Issued:** 08/19/1988	**Expiration:** 06/30/2011
Specialty: RO* TR		

Primary Source Verification of Graduation Certified

Hospital Affiliation (s):
GRAND STRAND REGIONAL MEDICAL CENTER
CONWAY HOSPITAL
LORIS COMMUNITY HOSPITAL

Credential Status: Active
No disciplinary action taken by the Board. This certifies that the above licensee is in good standing.

License History:
Temporary License Number: 00T515
Temporary License Issue Date: 07/27/1988
Limited License Issue Date: 07/27/1987

Verification disclaimer

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Stephen L. Mahan, PhD, DABR
810 Carolina Farms Blvd.
Myrtle Beach, SC 29579
smahanphd@yahoo.com
Telephone: (843)504-1175

Career Summary

ABR Board Certified Ph.D. medical physicist experienced in CT based image-guided radiation therapy (TomoTherapy IGRT); intensity-modulated and Image-guided radiation therapy (IM/IGRT) planning; IMRT delivery quality assurance; linear accelerator commissioning, acceptance testing, quality assurance and calibration; real-time and pre-planned transrectal ultrasound-guided low dose rate prostate brachytherapy utilizing loose and stranded radioactive seeds. Clinical experience includes extensive duties in support of Varian Linear Accelerators, Helical TomoTherapy Hi-Art II radiation therapy systems, Nucletron HDR, Variseed, ADAC/Phillips Pinnacle, CMS/Xio Treatment Planning Systems, Mosaiq (IMPAC) electronic chart, CMS FOCAL broadband, and CMS ABAS auto segmentation software.

Education and Service Experience

Professional Service

- AAPM Online Continuing Education Subcommittee, Jan 1, 2010 – Dec 31, 2012

Medical Physics Education and Certification

- ABR Board Certification in Therapeutic Radiological Physics, 2008
- Florida Licensed Therapeutic Medical Physicist, 2009 - Present
- Nucletron HDR Inservice Training, April 2006, 2007
- NIH Regional Grant Seminar and Workshop, Miami, FL, May 6-7, 2004
- Medical Physics Postdoctoral Residency, Thompson Cancer Survival Center, Department of Radiation Oncology, 2002 - 2004

Management Education in Progress

Master of Arts in Management and Leadership, Liberty University, Lynchburg, VA
Accepted in the fall of 2010, part-time online courses begin Jan 2011.

Ph.D. Physics, University of Tennessee, Knoxville 2000

- Developed image processing algorithms for resolution enhancement of Hubble Space Telescope (HST) imagery.
- Designed an alternative method to filtering prior to positron emission tomographic (PET) reconstruction. Resulting imagery tended to have fewer artifacts than filtered backprojection techniques with comparable resolution.
- Developed a computational methodology for imaging through turbulence. Tests indicated much better than a factor of two image enhancement.
- Took graduate coursework in areas of classical mechanics, quantum mechanics, electrodynamics, statistical mechanics, statistical modeling, advanced mathematics, and instrument design methodology.
- Provided computer system administration and network support for UNIX, Windows NT and Apple Macintosh computer systems for seven years.
- Participated in writing 13 grant proposals including one small business innovation research (SBIR) as principal investigator.
- Taught astronomy, physics and computer related courses and laboratories.
- Guided eight graduate assistants as the lead astronomy teaching assistant

B.S. General Studies, University of the State of New York, Albany 1991
- Concentration in mathematics, astronomy and physics.

Professional Experience

Senior Medical Physicist March 2007 – Present
Carolina Regional Cancer Center/Physics & Clinical Productivity
(Regional Cancer Center)
- Clinical medical physics support of 1 - TomoTherapy HI-ART System, 1 - Varian 2100C, 1 - Varian 6EX, and 1 Gulmay Superficial X-Ray system treating as many as 120 patients per day.
- IMPAC record and verify, IGRT, adaptive therapy, and electronic portal imaging.
- ACR Accredited Radiation Oncology Facility
- ~90% electronic medical record implemented.
- Guiding 1.6 Staff Medical Physicists, 3 CMDs and a dosimetry secretary

Medical Physicist October 2005 – March 2007
Mercy Medical Center, Cedar Rapids, IA
(Regional Cancer Center)
- Clinical medical physics supporting 1 – TomoTherapy, 2 – Varian 21EX, 1 – Nucletron microtron HDR radiation therapy systems with IMPAC record and verify and electronic portal imaging.
- Established image-guided stereotactic radiotherapy program.
- Assisted in the establishment of an HDR program for gynecological and breast cancer patients.
- Provided physics support for LDR prostate seed implants and radiopharmaceutical administrations.

Medical Physics Resident/Research Associate December 2002 – October 2005
Thompson Cancer Survival Center, Knoxville Tennessee
(Community Cancer Center)
- Thompson Cancer Survival Center was one of the first to utilize many advanced IMRT based technologies, such as Intensity Modulated Arc Therapy, Helical Tomotherapy and Varian's Respiratory Gating.
- Research duties in the areas of Helical TomoTherapy, PET/CT image fusion, analysis and automated target delineation.
- Clinical duties include all aspects of clinical medical physics for the first clinical Helical TomoTherapy Hi-Art II system including IMRT treatment planning, IMRT delivery quality assurance, machine quality assurance, calibration, hand calculations and weekly continuing physics.
- PV-Wave code was written for the TomoTherapy system to allow IMRT QA film analysis with RIT and extraction of treatment time imaging from patient archives.
- Other clinical duties include 3D conformal and IMRT treatment planning with Pinnacle, IMRT delivery QA, weekly chart checks and linear accelerator quality assurance.
- Participated in ultrasound-guided LDR prostate brachytherapy procedures and observed HDR gynecological brachytherapy procedures.

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Adjunct Faculty Member Fall 2002
Department of Physics, University of Louisville, Louisville, KY

Design Engineer July 2000 – June 2002
Flextronics International, Oak Ridge, Tennessee
(Digital semiconductor design center having approximately 33 employees)

- Designed and coded digital circuits using Verilog.
- Functional verification of Verilog hardware designs by building testbenches and writing code to generate random functional test vectors.
- Successfully migrated three Field Programmable Gate Arrays (FPGA) to Application Specific Integrated Circuits (ASIC) which included netlist translation, synthesis to the new target technology, fault grading of functional test vectors to determine fault coverage.
- Two designs from verilog through synthesis, scan insertion, automatic test pattern generation (ATPG) and complete functional verification well under schedule (10 weeks instead of the planned 18 weeks).

Adjunct Faculty Member 2000
Department of Physics, Eastern Kentucky University, Richmond, KY

Graduate Teaching Assistant 1991 – 1992, 1995 - 2000
Department of Physics, University of Tennessee, Knoxville, TN

Graduate Research Fellow 1992 - 1995
(NASA Graduate Student Researchers Program Fellow)
Department of Physics, University of Tennessee, Knoxville, TN

Assistant to the Associate Director for Research 1992 - 1993
Computing Center, University of Tennessee, Knoxville, TN
(A University wide computing services provider)

- Pursued solutions to information systems and high performance computing issues.
- Implemented WWW, Wais and gopher information servers.
- Implemented artificial neural networks on supercomputers such as MasPar, Connection Machine, KSR and Cray platforms.

Computing Faculty Member 1992, 1995
Governor's School for the Sciences, University of Tennessee, Knoxville, TN
(A state wide honors program for 150 gifted high school science students)

- Developed a networking and internet related course of study.
- Lectures on the history, practical and forefront of networking technology.

Science and Engineering Research Semester Internship 1989 - 1990
High Temperature Materials Laboratory, Oak Ridge National Laboratory (ORNL), Oak Ridge, T (A national material analysis research laboratory)

- Simulation of high resolution, transmission electron microscope imagery of ceramic material interfaces.

0324

Professional Societies

1. American Association of Physicists in Medicine
2. American Society for Therapeutic Radiology and Oncology

Fellowships, Awards and Honors

1. University of Tennessee, Robert W. Lide Citation for Outstanding Astronomy Laboratory Leadership (1998)
2. Paul Scherrer Institute, Villigen Switzerland, Visiting Scientist (February 1997)
3. University of Tennessee, Chancellor's Graduate Teaching Assistant Mentoring Program (1996-1997)
4. NASA Goddard Space Flight Center Visiting Scientist (May 1995, July 1996)
5. Nomination to the Coblentz Society (1996)
6. Who's Who in Science and Engineering (1996, 1997)
7. NASA Goddard Space Flight Center, Graduate Research Fellowship (1992-1995)
8. Sigma Pi Sigma Physics Honors Society (1995)
9. Oak Ridge Science and Engineering Research Semester (1990 - 9 month appointment)

Publications

1. CR Ramsey, R Seibert, SL Mahan, D Desai, D Chase, "Out-of-field dosimetry measurements for a helical tomotherapy system," Journal of Applied Clinical Medical Physics, Summer 2006, (Vol. 7, Issue 3).
2. D Desai, CR Ramsey, M Breinig, SL Mahan, "A topographic leaf-sequencing algorithm for delivering intensity modulated radiation therapy," Med. Phys, 8(2006)
3. CR Ramsey, KM Langen, PA Kupelian, DD Scaperoth, SL Meeks, SL Mahan, RM Seibert "A technique for adaptive image-guided helical tomotherapy for lung cancer." International Journal of Radiation Oncology, Biology, Physics- 2006 03 15 (Vol. 64, Issue 4)
4. S L Mahan, C R Ramsey, D D Scaperoth, D J Chase and T E Byrnes, "Evaluation of Image-Guided Helical Tomotherapy for the Re-Treatment of Spinal Metastasis." International Journal of Radiation Oncology*Biology*Physics- 2005 12 01 (Vol. 63, Issue 5)

5. S. L. Mahan, D. J. Chase and C. R. Ramsey, "Output and Energy Fluctuations of the TomoTherapy HI-ART Helical Tomotherapy System," Med. Phys, 7(2004)

6. W. E. Blass, J. J. Hillman, A. Fayt, S. J. Daunt, L. R. Senesac, A. E. Ewing, L. W. Jennings, J. S. Hager, S. L. Mahan, D. C. Reuter and M. Sirota, "10um Ethylene: Spectroscopy, Intensities, and a Planetary Modeler's Atlas," J. Quant. Spectrosc. Rad. Trf., 71(2001):47-60

7. Stephen L. Mahan, Instrument Performance Enhancement using an Extended Instrument Paradigm, Ph.D. Dissertation, The University of Tennessee, Knoxville. December 2000.

8. J. J. Hillman, D. A. Glenar, G. Chin, N. J. Chanover, W. E.Blass, S. L. Mahan, M. LeLouarn, "Hyperspectral AO Observations of Solar System Objects," ESO Conference and Workshop Proceedings, vol. 56, Edited by Domenico Bonaccini, (1999):225.

9. Stephen L. Mahan, "Deconvolution of Images and Spectra," Optics and Photonics News, 8, no.8 (August 1997):60-61

10. William E. Blass, Stephen L. Mahan, and Gordon Chin, "Convolution Connection Paradigm Neural Network Enables Linear System Theory Based Image Enhancement," International Journal on Imaging Systems and Technology: Special Issue on Resolution Enhancement in Astronomy, John Wiley & Sons, Vol. 6, (1995) 350-357.

11. Gordon Chin, Stephen L. Mahan, and William E. Blass, "Image Restoration and Super-Resolution by Novel Applications of a Neural Network," The Restoration of HST Images and Spectra II, STScI Editors: R.J. Hanisch and R. L. White, (1994) 49-55.

12. William E. Blass, Stephen L. Mahan, and Gordon Chin, "IDL Shines on the Macintosh," Computers in Physics, 8, no. 4 (July/August 1994):439-441

13. William E. Blass, Wade D. Humbard, Stephen L. Mahan, "After Rough Start, Lantastic Gives Good Service in a Research Laboratory Network," Computers in Physics, 8, no. 3 (May/June 1994):317-320

14. William E. Blass and Stephen L. Mahan, "IDL Impresses as a Computational System," Computers in Physics, 8, no. 1 (Jan/Feb 1994):74-76

15. Allard, A.K. Datye, T.A. Nolan, S.L. Mahan, and R.T. Paine, "High-Resolution Electron Microscopy of BN on MgO: A model Ceramic-Ceramic Interface," Ultramicroscopy, 37(1991):153-168.

Presentations

1. Mahan, S. L., Cinical TomoTherapy Experiences, Southeast Region V American Association of Medical Dosimetrists Meeting; North Myrtle Beach, SC; April 3, 2009

2. Mahan, S. L., Cinical Experience with TomoTherapy, Southeast American Association of Medical Physicists Meeting; Chapel Hill, NC; March 14, 2009

3. Mahan, S. L., Ramsey, C. R., Megavoltage CT Image Characterization, Quality and Enhancement. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

4. Mahan, S. L., Ramsey, C. R., A Technique for Dose Reconstruction in Image-Guided Radiation Therapy. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

5. Ramsey, C., Mahan, S., Continuing Education Course: IMRT QA II – Patient QA. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

6. Chase, D., Ramsey, C., Mahan, S., Seibert, R., Image-Guided Adaptive Radiation Therapy for Improving Level I Lymph Node Coverage for Head and Neck Cases. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

7. Ramsey, C., Mahan, S., Automated Quality Assurance Using Treatment Delivery Sinograms. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

8. Chase, D., Mahan, S., Ramsey, C., Measured Dose Gradients for Extracranial Stereotactic Radiosurgery. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

9. Desai, D., Chase, D., Mahan, S., Ramsey, C., Fetal Doses Measurements for Helical Tomotherapy. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

10. Ramsey, C., Mahan, S., Image-Guided Adaptive Therapy for Lung Cancer. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

11. Seibert, R., Mahan, S., Ramsey, C., Measurement of Shielding Requirements for Helical Tomotherapy. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

12. Byrne, T., Ramsey, C., Mahan, S., Desai, D., Dose Reconstruction and Adaptive Radiation Therapy in Prostate Cancer. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

13. Desai, D., Breinig, M., Mahan, S., Ramsey, C., Topographic Treatment Planning and Delivery. American Association of Physicists in Medicine 47th Annual Meeting; Seattle, WA; July 22-28, 2005.

14. Mahan, S. L., Ramsey, C. R., Image Guided Adaptive Helical Tomotherapy Radiation Therapy for Lung. American Association of Physicists in Medicine 46th Annual Meeting; Pittsburg, PA; July 25-29, 2004.

15. Mahan, S. L., Ramsey, C. R., Delivery Sinograms for Quality Assurance of a Helical Tomotherapy System. American Association of Physicists in Medicine 46th Annual Meeting; Pittsburg, PA; July 25-29, 2004.

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16. Mahan, S. L. and Ramsey, C. R. Computer Aided Diagnosis for FDG Based Lung PET Imaging. American Association of Physicists in Medicine 45th Annual Meeting; San Diego, CA; August 11-14, 2003.

17. Mahan, S. L. and Ramsey, C. R. Automatic Generation of Standard Uptake Value (SUV) Isolines for Treatment Planning. American Association of Physicists in Medicine 45th Annual Meeting; San Diego, CA; August 11-14, 2003.

18. Stephen L. Mahan, Hamparsum Bozdogan and William E. Blass, "Blind Deconvolution Parameter Estimation using Information Theoretic Model Selection Criteria," Classification Society of North America 1997 Annual Meeting, Invited Talk, American University, June 1997

19. Stephen L. Mahan, "Instrument Performance Enhancement for Positron Emission Tomographic Image Reconstruction," Visiting Scientist, Paul Scherrer Institute, Villigen Switzerland, February 1997

20. J. J. Hillman, W. E. Blass, S. J. Daunt, L. R. Senesac, A. E. Ewing, L. W. Jennings, M. C. Weber, J. S. Hager, S. L. Mahan, D. C. Reuter, J. M. Sirota, and A. Fayt. "10um Ethylene: Spectroscopy, Intensities, and a Planetary Modelers Atlas," AAS, DPS Laboratory Spectroscopy Session, MIT, Cambridge, MA. July 1997

21. Stephen L. Mahan, "Imaging Physics", Departmental Colloquium, Department of Physics and Astronomy, University of Tennessee, Knoxville, November 1996.

22. Stephen L. Mahan, William E. Blass, Gordon Chin, Larry Senesac, and James Rasnake, "Case Study of the Resolution Enhancement of Pre-Impact Images of SL-9 and Enhancement Related Considerations," International Astronomical Union 156 Colloquium: Presentation, May 1995.

23. Stephen L. Mahan, William E. Blass, and Gordon Chin, "Update: Convolution Connected Neural Network Applied to Resolution Enhancement," Oral Presentation, Annual NASA/GSFC Graduate Student Researchers Program Symposium, September 1994.

24. Stephen L. Mahan, William E. Blass, and Gordon Chin, "Resolution Enhancement of Hubble Space Telescope Imagery Using Artificial Neural Networks," Poster, Annual NASA/GSFC Graduate Student Researchers Program Symposium, September 1993.

25. Stephen L. Mahan, William E. Blass, Paul Crilly and Mark Weber, "Bandlimited Noise Filtering using a Feed Forward, Error Backpropagation Neural Network," Poster, IEEE Instrumentation and Measurement Technology Conference, 1992.

PHONE 704-421-3399 • E-MAIL RBARTON@PANDCP.COM
738 CAROLINA FARMS BLVD. • MYRTLE BEACH, SC 29579

ROBERT A. BARTON

EXPERIENCE

2008-Present P&CP, Carolina Regional Cancer Center Myrtle Beach, SC

Jr. Medical Physicist

- Perform initial and periodic chart checks for treatment plans created on CMS XiO and TomoTherapy planning stations.
- Maintain monthly quality assurance on the following equipment: TomoTherapy Hi-Art, Varian 2100C, Varian 6EX, Varian 120 leaf MLC, Gulmay Superficial, GE HiLite CT Scanner, Simulator, and TheraView EPIDs.
- Perform annual calibrations and beam scanning on the above listed Varian accelerators and TomoTherapy as well as calibration of the Gulmay Superficial x-ray unit.
- Measure and analyze IMRT treatment plan QA using MapCheck and EBT2 film.
- Utilize Mosaiq R&V, CMS XiO/Focal, CMS Atlas Based Auto-Segmentation (ABAS), and TomoTherapy software packages.

May-Aug. 2007 P&CP, Rock Hill Radiation Therapy Center Rock Hill, SC

Medical Physics Intern

- Performed monthly QA on Varian 2100EX and 2300EX accelerators.
- Measured and analyzed IMRT treatment plan QA.
- Designed software to analyze MLC QA images acquired with amorphous silicon EPIDs based on Varian recommended film-based QA.
- Assisted in annual calibrations and beam scanning of the above listed Varian accelerators.

EDUCATION

May 2008 University of North Carolina at Charlotte Charlotte, NC

- M.S. Applied Physics – Medical Physics Concentration
  - Graduated with 4.0 GPA
  - Completed three semesters (20 hrs/wk) of Clinical Medical Physics training under multiple Board Certified Medical Physicists

May 2005 University of North Carolina at Charlotte Charlotte, NC

- B.S. Physics
  - Graduated Cum Laude (3.78 GPA in Physics courses)
- B.A. Mathematics
  - Graduated Cum Laude (3.23 GPA in Mathematics courses)

CERTIFICATION & TRAINING

- Passed Part 1 of the ABR Radiologic Physics Exam — August 2009
- AAPM Summer School, "Clinical Dosimetry Measurements in Radiotherapy" — June 2009
- TomoTherapy Institute of Learning Physicist Training — May 2009

PROFESSIONAL MEMBERSHIPS

- American Association of Physicists in Medicine
- American Society for Therapeutic Radiology and Oncology

PUBLICATIONS & CONFERENCE PROCEEDINGS

Scott NJ, Barton RA, Casperson AL, Tchapyjnikov A, Levin K, Tran D, Fried NM. Mid-IR germanium oxide fibers for Erbium:YAG and Erbium:YSGG contact laser tissue ablation in endourology. Photonic Therapeutics and Diagnostics IV 6842:12:1-7 (SPIE, San Jose, 2008).

Casperson AL, Barton RA, Scott NJ, Fried NM. Holmium:YAG versus Thulium fiber laser for high-power vaporization of prostate tissue. Photonic Therapeutics and Diagnostics IV 6842:0Y:1-5 (SPIE, San Jose, 2008).

Scott NJ, Barton RA, Casperson AL, Tchapyjnikov A, Levin K, Tran D, Fried NM. Mid-IR germanium oxide fibers for contact erbium laser tissue ablation in endoscopic surgery. IEEE Journal of Selected Topics in Quantum Electronics. 13(6):1709-1714, 2007.

Suleski TJ, Chuang YC, Deguzman PC, Barton RA. Fabrication of optical microstructures through fractional Talbot imaging. Proc. SPIE, Vol. 5720, 86 (2005).

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R002958

Stephen F. Andrews D.O.

843-222-0873 (m)
843-236-2335 (h)
E-mail: steve_ady@yahoo.com

Current Employment:

Radiation Oncologist
Carolina Regional Cancer Center, Myrtle Beach SC — Jan 2006 - current

Staff Appointments

Medical University of South Carolina
Associate Clinical Professor, Department of Radiation Oncology — Nov. 2006 - Present

Post Graduate Work:

Resident Radiation Oncology — Jan. 2002 - Dec. 2005
Fox Chase Cancer Center, Philadelphia, PA
Chief Resident 07/04 - 06/05

Medical Intern — June 2000 - June 2001
Delaware County Memorial Hospital/Crozer-Keystone Health Systems, Drexel Hill, PA

Education:

Doctor of Osteopathic Medicine — Sept. 1996 - June 2000
Philadelphia College of Osteopathic Medicine, Philadelphia, PA

Post Baccalaureate Program — Sept. 1994 - Sept. 1995
University of Pennsylvania, Philadelphia, PA

M.S. Health Physics — Sept. 1985 - Dec. 1990
B.S. Health Physics
Georgia Institute of Technology, Atlanta, GA

Other Employment Experience:

Research Assistant, University of Pennsylvania, Philadelphia, PA — Sept. 1994 - Sept. 1997
- Worked on a longitudinal study of pediatric health care in the state of Delaware.
- Analyzed factors such as insurance, race and income on immunization rates.
- Analyzed pre-natal care on various outcomes (low birth weight, otitis media, asthma, etc.)

Health Physicist, University of Pennsylvania, Philadelphia, PA — Sept. 1995 - Sept. 1996
- Oversight of the use of therapeutic radioactive sources such as I-131, Cs-137, Pd-103
- Monitored cyclotron production of radioactive sources including F-18 for PET imaging.

Health Physicist, Commonwealth Edison Company, Chicago, IL — Apr. 1991 - Aug. 1994

Internal Dosimetry Program
- Included oversight of the program; Responsible for the operation of whole body radiation detectors; Trained and educated workers on the biological effects of radiation.

Other Areas of Specialty
- Acted as radiation safety officer, performed research on radiation detection instrumentation at the power plant., calculation of radiation skin doses, water radiochemistry and corporate contracts.

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Stephen F. Andrews D.O.

Publications/Abstracts/Presentations:

Andrews SF, Fowble BL, Gilbert ME, et.al., Predicting Response to Orbital Radiation (OR) for Graves Ophthalmopathy (GO) Based on CT Findings, accepted for presentation at 2006 ASTRO

Andrews SF, Horwitz EM, Feigenberg SJ, et.al Does A Delay In Low Dose Rate (LDR) Brachytherapy After Tissue Diagnosis Affect Outcome For Men With Low Risk Prostate Cancer?, 2005 ASTRO abstract

Andrews SF, Horwitz EM, Feigenberg SJ, et.al., Does A Delay In Initiation Of External Beam Radiation Therapy After Tissue Diagnosis Effect Outcome For Men With Prostate Cancer?, Cancer. 2005 Jul 15;104(2):299-304, Presented at ASTRO 2004, selected for Resident's Poster Walk Discussion

Andrews SF, Anderson PR, Hanlon AL, et.al, Soft tissue sarcomas treated with postoperative external beam radiotherapy with and without low-dose-rate brachytherapy, Int J Radiat Oncol Biol Phys. 2004 Jun 1;59(2):475-80, presented at ASTRO 2002

Andrews SF, Horwitz EM, Feigenberg SJ, et.al., A Single Institution Comparison of Morbidity Between Patients with Prostate Cancer Treated with 3DCRT, IMRT or Combination External Beam Radiation and Temporary HDR Prostate Implants, Presented at the Pennsylvania Society of Oncology and Hematology, September 2003

Andrews SF, Kaminski JM, Nicolaou N, et.al, Dermatology Dx: Delayed Reaction, Radiation Dermatitis from Fluoroscopy, Cortlandt Forum, Volume 15, No. 3, March 25, 2002, 37-39

Ortega AN, **Andrews SF**, Katz SH, et.al., Comparing a computer-based childhood vaccination registry with parental vaccination cards: a population-based study of Delaware children Clin Pediatr (Phila). 1997 Apr;36(4):217-21

Bauman R, **Andrews SF**, Eberline PM-7 Portal Monitor Response to Personnel Contamination, Radiation Protection Management, May/June 1995

Andrews SF, Accuracy of Radon Readings Using Electrets, Oral Presentation at 35th Annual Meeting of the Health Physics Society, Anaheim, CA, June 28, 1990

Activities/Awards/Professional Societies:

Board Certification in Radiation Oncology
Member of ASTRO, ASCO
American Medical Association

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WILLIAM J. ROOT, MMSC, DABR

WORK EXPERIENCE

1972-1977 Emory University School of Medicine Atlanta, Georgia

Faculty appointment 1975-1977

- Responsible for physics instruction for resident physicians in the residency program in radiation oncology
- Clinical physicist in radiation oncology for Grady Memorial Hospital, site of residency program
- Research
  - Developed large (14"X14") flat panel imaging system for use on radiation therapy simulator
  - Design and construction of practical radiation therapy simulator for radiation oncology
  - 3-Dimensional treatment planning research using the Cunningham-Sterling program developed at St. Louis University. Included presentation of findings at the RSNA meeting in Chicago.
  - 3-Dimensional Dose distributions about I125 seeds for the purpose of developing practical dose tables for treatment planning.

1977-1986 Southeast Radiation Oncology Charlotte, North Carolina

Senior Medical Physicist

- Responsible for physics program at Carolinas Medical Center. This included programs for radiation oncology, diagnostic radiology and nuclear medicine.
  - Commissioned first high energy accelerator to treat with in electron beams in North or South Carolina
  - First whole body electron program in the region.
- Commissioned and supervised physics program for Southeast Radiation Oncology at several satellite facilities.

1986-Present Physics & Computer Planning Charlotte, North Carolina

President and Senior Medical Physicist

- National multidisciplinary medical physics practice specializing in implementation of high tech procedures in the community healthcare setting.
- Responsible for physics program at up to 11 Radiation Oncology sites. Practice limited to radiation oncology.
  - Currently employs 30 Physicists and Dosimetrists
  - Commissioned multiple new centers and accelerators.
  - Designed and commissioned equipment for the delivery of Stereotactic Radiosurgy in 1986. This was the second program commissioned in North or South Carolina and one of the first to be commissioned for a private practice setting in the country

- Implemented one of the first private practice programs in 3-Dimensional planning 1990 by using programs available in the public domain and of our own design.
- Implemented a filter based IMRT system of our own design in 1998

One of the first physics groups to implement MLC based IMRT.

EDUCATION

1971 St. Johns University Collegeville, Minnesota
B.S. Biology

1973 Emory University School of Medicine Atlanta, Georgia
M.M.Sc Radiological Physics

1974-1977 Georgia Institute of Technology Atlanta, Georgia

CERTIFICATION AND LICENSURE

American Board of Radiology - Radiation Therapy Physics -1981-

Licensed in Florida – TRP-305 –

FAA Licensed Instrument Rated Pilot SEL

PROFESSIONAL MEMBERSHIPS

American Association of Physicists in Medicine

American College of Radiology

Committee appointments:

2009-Present ACR Site Inspector for the American College of Radiology Certification program for Certification of Radiation Oncology practices.

2006-2008 AAPM Task Group 109: This committee is tasked by the Executive Committee of the AAPM with rewriting the Ethics Standards for the AAPM to establish ethical and professional standards for our profession. Service on this committee was at the specific request of the Executive Committee of the AAPM. Work completed 2008 Task Group disbanded.

2006-2009: AAPM Workgroup on Survey Validation: This committee is tasked with the creating a validation procedure for the AAPM Professional Compensation Survey to insure accurate and fair collection of the data and reporting of the results. Service on this committee is at the specific request of the Executive Committee of the AAPM.

2005 AAPM Ethics committee of the AAPM

PATRICK MICHAEL FRANCKE, MD
32 Cameron Ct.
Pawleys Island, SC 29585
(843) 314-3886
pfrancke@rtsx.com

EDUCATION:

CHIEF RESIDENT:	University of Kentucky Medical Center Lexington, Kentucky	1993-94
RESIDENCY:	University of Kentucky Medical Center Lexington, Kentucky Radiation Oncology	1991-94
INTERNSHIP:	St. Vincent's Hospital Indianapolis, Indiana	1990-91
MD:	University of Louisville School of Medicine Louisville, Kentucky	1986-90
BS, Cum Laude:	Western Kentucky University Bowling Green, Kentucky	1982-86

CERTIFICATION:

American Board of Radiology (Radiation Oncology)
June 1995; recertified October 1999; October 2009

NBME, Parts I, II, III completed March 1991

LICENSURE:

Florida
Kentucky
North Carolina
South Carolina

PROFESSIONAL:

21ST Century Oncology, Myrtle Beach, SC	9/2010 – present
21st Century Oncology, Fort Lauderdale, FL Radiation Oncologist	4/1999 - 9/2003; 4/2004 – 9/2010

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Procedures: Stereotactic Radiosurgery, HDR, LDR, Prostate Brachytherapy, Sr-89, Sr-90, SM-153, 3-D CRT, MR Fusion, IMRT, IGRT

Equipment: AcQ-Sim, Nucleotron HDR, Radionics X-Knife TPS, CMS TPS, B&K U/S

Bethesda Memorial Hospital 9/2003 – 3/2004
Radiation Oncologist

Procedures: Mammosite, Stereotactic Radiosurgery, Brachytherapy

Lexington Clinic, Lexington, Kentucky 4/1996 – 3/1999
Director of New Satellite Cancer Center

Initiated and Moderated Community Hospital Tumor Board
Developed Prostate Brachytherapy Program
Promoted New Center and Services through Community Talks, Networking with Medical Staff

University of Kentucky Medical Center, 7/1994 – 4/1996
Lexington, Kentucky

Assistant Professor, Department of Radiation Medicine

Director of Gynecologic Radiation Therapy Service

Teaching Responsibilities included frequent lectures to Medical Students, Residents and Gynecologic-oncology Fellows

Initiated and Introduced HDR Brachytherapy Program

Organized First Multidisciplinary Lung Cancer Clinic

Active in both institutional and national protocols (RTOG, GOG, NSABP, SWOG)

Committees: Admissions Committee, Medical Records Committee

PUBLICATIONS:

Prognostic Significance of Lymphvascular Invasion in Stage IB Cervix Cancer And Role Adjuvant Therapy (Int J Gynecol Cancer, March, 1996.)

Partial Purification and Characterization of Human Erythrocyte Vitamin B6-P Phosphatase (Abstract – Annual MRMSR Report, February, 1987.)

PRESENTATIONS:

Periodic talks and presentations to local community cancer support groups

Frequent presentations to bi-weekly cancer conferences at various hospitals

The Evolving Standard of Care for Non-Small Cell Lung Cancer, Audubon Hospital, Louisville, Kentucky, August 29, 1995.

New Treatment Approaches for Non-Small Cell Lung Cancer, Lake Cumberland Regional Hospital, Somerset, Kentucky, August 17, 1995

Radiation Therapy for Non-Small Cell Lung Cancer – More Questions than Answers. Radisson Plaza Hotel, Lexington, Kentucky, April 28, 1995

Prognostic Significance of Lymphvascular Invasion in Stage IB Cervix Cancer and Role of Adjuvant Radiation Therapy. RSNA Annual Meeting, Chicago, Illinois, December 1994.

PROFESSIONAL INTERESTS:

Brachytherapy
Gynecologic Malignancies
Prostate Cancer

PROFESSIONAL MEMBERSHIPS:

American College of Radiology
American College of Radiation Oncology
American Society for Therapeutic Radiology and Oncology

PROFESSIONAL COMMITTEES:

Medical Affairs Committee, University Community Hospital, Tamarac, Florida
Legislative Committee, Broward County Medical Association, Fort Lauderdale, Florida
Membership Committee, ACRO

EXHIBIT 30

CRCC's ACR Accreditation

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Privileged and Confidential Peer Review Information
Release or disclosure of this document is prohibited in accordance with 8.01-581.17 Code of Virginia.

ACR™
AMERICAN COLLEGE OF RADIOLOGY

www.acr.org

February 28, 2008

R. Steven Bass, MD
Carolina Regional Cancer Center, PA
4708 Oleander Drive
Myrtle Beach, SC 29577

Dear Dr. Bass:

SUBJECT: ACR Radiation Oncology Practice Accreditation
FML# : 787

The Committee on Radiation Oncology Practice Accreditation is pleased to inform you that the above listed facility, which recently underwent accreditation review and an on site survey on December 3, 2007, has been GRANTED accreditation by the American College of Radiology for a period of three years.

Application Status	Facility	Strata	Period of Accreditation
Accreditation	Free Standing	F2	February 28, 2008 – February 28, 2011
Overall Outcome			
Overall Evaluation	Acceptable		Accreditation Granted

The goal of the ACR Radiation Oncology Practice Accreditation Program is to: provide impartial, third party, peer review; recognize quality radiation oncology practices through accreditation; and make recommendations for improvement in practice and patient outcomes.

ACR Practice Guidelines and Technical Standards were used to evaluate appropriate delivery and documentation of radiation therapy and ongoing quality assessment and improvement efforts. In addition, other currently accepted guidelines, such as the American Association of Physicists in Medicine (AAPM) and the ACR Appropriateness Criteria™, as well as the ACR database of accredited facilities were used to determine accreditation status. ACR accredited facilities data were used for comparison of personnel and equipment ratios.

This accreditation decision is based upon the information submitted in your application package and the findings reported by the site surveyors. Significant changes in your practice, including turnover of key personnel, may affect the accreditation. It is incumbent upon you to notify the ACR Practice Accreditation Program when significant changes occur within the practice.

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HEADQUARTERS
1891 Preston White Dr
Reston, VA 20191
(703) 648-8900

GOVERNMENT RELATIONS
1701 Pennsylvania Ave NW, Suite 610
Washington, DC 20006
(202) 223-1670

CLINICAL RESEARCH
1818 Market St, Suite 1600
Philadelphia, PA 19103
(215) 574-3150

The ACR's Committee of the Radiation Oncology Practice Accreditation Program sincerely hopes you will find the enclosed report helpful in improving quality at your facility. Although formal documentation is not needed at this time, it is anticipated that the facility will adequately address the enclosed recommendations. Failure to implement the recommendations could adversely affect your application renewal status. In addition, the oncology center should be aware that as new standards are published, it is expected that accredited facilities adopt and implement them in a timely manner, in anticipation of application for renewal in the future.

It is expected that your facility will continue to maintain the demonstrated level of quality. If requested by the ACR, you must participate in a random on site survey by an ACR team.

Facilities that become accredited through the ACR will receive a modality-specific colored decal to be displayed at their site. In addition, facilities can download the new ACR certification mark and add this to reports, letterhead and referral pads. To download the certification mark, visit the ACR Web site at www.acr.org, select Quick Links, then Accreditation; under ACR Accreditation Programs, select Media Kit for Accredited Facilities. Your user name is **acr2**; your password is **accred2**. The ACR accredited facility certification mark shows patients, referring physicians and payers that your facility has undergone a rigorous review process and meets nationally accepted standards of care.

Although you may advertise the ACR accreditation status of your facility, the ACR logo may not be used in your advertisement. "ACR" is a registered trademark and service mark of the American College of Radiology.

Finally, we hope you proudly display your new ACR Accreditation Certificate so that it is visible to all of your patients. It signifies that your facility provides this essential service to your community at the highest standards of the radiation oncology profession.

Sincerely,

Mark J. Brenner, M.D., F.A.C.R.
Chairman, Committee on Radiation Oncology Practice Accreditation,
Commission on Quality and Safety

EXHIBIT 31

Overview CRCC's QA Program that Complies with ARC Standards

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Overview of Quality of Care Policies
that CRCC has established to maintain ACR accreditation

1. Internal peer review takes place weekly during chart rounds. All physicians must attend if in the office.
2. Documentation of the treatment planning system quality assurance program has been established by our physics department (TG-53).
3. Documentation for compliance with AAPM (TG-51) has been established by CRCC's physics department to meet accreditation requirements.
4. CRCC's physics department has established policies to address additional requirements to cover the following:
   a. Independent verification of output of each beam.
   b. Procedures for instrument calibration and periodic instrument constancy checks.
   c. Procedures to verify the manufacturer's specifications and to establish guidelines.
   d. Development of a quality management program for all the therapy equipment, treatment planning systems, CT scanner, and to monitor unit calculation algorithms.
   e. Establishment of policies for monitor unit calculation procedures and protocols.
   f. Development of a chart check protocol for reviewing treatment delivery.
   g. Establishment of procedures and set schedules to check the integrity of mechanical and electrical patient care devices.
   h. Implementation of a radiation protection program pertaining to radiation oncology and meeting all state requirements.
5. CRCC has developed and maintains all ACR staffing requirements:
   a. Radiation oncologists are either ACGME or ABR certified.
   b. Medical physicists are certified by the American Board of Radiology either as therapeutic radiological physicists or radiological physicists.
   c. All dosimetrists are board certified by the Medical Dosimetrist Board.
   d. All radiation therapists have ARRT certification and fulfill all state licensing.
   e. CRCC's staffing levels for radiation oncologists, physicists, radiation therapists, and dosimetrists have been maintained to the national average for accredited facilities. A policy has been established that two therapists are always present for all patient treatments as not to compromise patient safety.
6. CRCC has developed and implemented the following Continuous Quality Improvement (CQI) Program according to ACR Standards:
   a. Weekly chart review on all new patients.
   b. Quarterly patient review for morbidity & mortality.

c. Quarterly review of charts with: total dose variation of 10%; new treatment modalities of techniques; any incident reports to the state; and review of patient exit surveys.

7. Individual physician peer review is performed weekly during chart rounds. All new patients are discussed, treatment plans reviewed, total tumor dose evaluated, and images reviewed.

8. Treatment prescription policies have been developed to ACR standards:

   a. Prescription should include site, treatment portals, modality, dose/per treatment, # of treatments/per day, # of fractions, total dose, and prescription of isodose point.

   b. Port verification is taken at the beginning of therapy, at any field changes, and is rechecked at least every 5th treatment. Images are electronically labeled with name, date, field size, and treatment portal direction.

   c. All images are approved by radiation oncologist's initial/signature and date.

9. Policy for treatment completion:

   a. The medical physicist reviews the entire chart to affirm the fulfillment of the prescription dose. This must be performed no later than one week after the last treatment.

   b. At completion of treatment a follow-up plan is documented in the patient's chart by the radiation oncologist and a scheduled follow-up appointment is given so that the patient is followed at a regular on-going intervals.

EXHIBIT 32

Indigent Care Plan

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Carolina Regional Cancer Center, LLC
Indigent Care Plan

As required by the S. C. Department of Health and Environmental Control as a part of its Certificate of Need Regulation, Carolina Regional Cancer Center, LLC has prepared and executed this Indigent Care Plan. The Plan follows the stated the elements required by DHEC.

(a) The existing and proposed admission and treatment policies of the facility or agency with regard to race, sex, creed, national origin, and ability to pay.

CRCC's policy is and has always been to treat anyone needing care by utilizing the most effective technology and serving the patient's best medical interest regardless of their race, sex, creed, national origin, or ability to pay.

(b) The proposed admission and treatment policies of the facility or agency with respect to admission and care of indigent patients including those patients unable to pay at the time of admission and those whose benefits expire while in the care of the facility or agency.

CRCC's policy has always been to treat any patient needing care regardless of their ability to pay at time of initial consultation or at any point during their course of treatment. CRCC is a proud health care provider participating with SharedCare in Horry County, SC to help citizens with no insurance get health care at reduced cost or nearly free care. CRCC patients also have access to Trinity Medical Services, an independent agency contracted by CRCC's parent organization on a national basis to assist patients with obtaining medical funding. Upon exhaustion of all benefits, the patient will be eligible for a financial discount at 100% of remaining balance. CRCC's Indigent Care Policy and other indigent care documentation are attached.

(c) In existing facilities or agencies, provide the amount, in dollars and percent of gross revenues, that the facility or agency provided in indigent care during the past three fiscal years. NOTE: Indigent care does not include bad debt; contractual adjustments; or care which is reimbursed by a governmental program (Medicare, Medicaid, county indigent program), church, or philanthropic organization.

The following table presents the amounts required using the state definition of indigent care:

	2008	2009	2010
Gross Charges	$35,959,784	$36,978,776	$46,520,118
Indigent Care	$990,254	$771,022	$1,237,664
- As % of Gross	2.8%	2.1%	2.7%

(d) Provide the proposed amount of indigent care the facility or agency projects to provide during the existing fiscal year and next fiscal year. This projection should be expressed in both dollars and a percent of gross revenues.

CCRS has projected the following amount of charity or indigent care:

	2011	2012	2013	2014
Gross Charges	$59,574,787	$61,417,306	$62,952,739	$64,526,557
Indigent Care	$1,470,051	$1,515,516	$1,553,404	$1,592,239
- As % of Gross	2.5%	2.5%	2.5%	2.5%

The charity care amount budgeted is 2.5% of gross charges for each of the years. These figures are drawn from the projected statement of operations for the CRCC if the proposed new office is approved.

(e) A discussion of why the above figures are adequate or inadequate for the needs of the community; the need of indigent care within the proposed service area; and any solutions, remedial plans or proposals by the facility or agency to better address the indigent care problem in the service area. Include any initiatives or undertakings the facility or agency has begun to address the indigent care problem in the proposed service area.

CRCC has always treated all patients referred to our center regardless of ability to pay. CRCC has been treating all the indigent care that required radiation in the area to the best of CRCC's knowledge since no one has been refused treatment. Through its affililations with SharedCare and Trinity Medical Services, CRCC has additional resources at its disposal to reach out to those in need of care with limited or no ability to pay. CRCC employs an Outreach Coordinator to assist with the travel needs of those patients that do not have the resources to commute to the Center for treatment each day. CRCC has given a grant to American Cancer Society to help pay for the travel needs of cancer patients in Horry and Georgetown Counties. CRCC has provided significant financial assistance to A Cure In Our Lifetime which aids local Breast Cancer Patients with the related financial obligation which may be incurred with cancer.

(f) Describe any Board or Advisory Board established to implement or control the indigent problem at the facility or agency. Include the Board's functions, responsibilities, and limitations.

No separate board or advisory board has been established nor is any judged to be needed.

0346

4.2.4 When a multi-specialty practice honors the financial hardship approved previously by the Director of Financial Services within the year time frame, the manager must indicate as such with a note in the practice management system.

4.2.5 Hardship forms upon approval are valid for 6 months. See Financial Hardship form approval letter.

4.2.5.1 For services that extend past the six (6) month period of the approval another Financial Hardship form must be completed and submitted for approval.

4.2.6 Patients who have exhausted Medicaid benefits will be eligible for a financial discount at 100% upon proof of Medicaid eligibility such as a denial from Medicaid.

4.2.7 If the patient does not cooperate, is non-compliant or chooses not to apply for other resources as named above in section 4.1, then the patient will not be considered or qualified for charity financial hardship assistance write-off, and they will go through the regular collections process.

4.2.8 Patient due balances will be written off to an indigent write-off when approved for financial hardship.

5 Definitions:

Term	Meaning

6 Forms:

6.2 Financial Statement

6.3 Hardship Advisory

7 Sources Referenced:

8 History:

Version	Date	Author	Summary of Change
1.1	Pre-Dates	Nancy Wise	Initial Release
1-2	2-9-06	Nancy Wise	New-Eff
1.3	12-14-07	Nancy Wise	Revision
1.4	06-10-10	Ellen Grasso	Revision

Policy # 200-037	Policy Title: Financial Hardship/Charity Form		Page: 2 of 3
Dept. Name: Accounts Receivable	Review/Approve Date: 6/10/10	Responsible Reviewer(s): Name/Title: Ellen Grasso, Executive Director/Revenue Cycle	
Regulatory/Code Reference:	Status: New Effective Date: Revised Date:	Name/Title: CFO	

4.2.1 The sliding scale and income guidelines are updated on yearly bases from the Federal Poverty Guidelines listed in the Federal Register annually. The sliding scale and income guidelines are subject to change annually.
4.2.2 The sliding scale and income guideline form can be requested from Customer Service for guidance to see if the patient may qualify.

Family Size	Income 100% Discount 200% of poverty guidelines	Income 66% Discount Up to 300% of poverty guidelines	Income 33% Discount Up to 400% of poverty guidelines	Income No Income or Asset related Discounts Over 400% of poverty guidelines
Min 1	$0.00	$21,660.01	$32,059.02	$42,458.03
Max	$21,660.00	$32,059.01	$42,458.02	+
Min 2	$0.00	$29,140.01	$43,139.02	$57,138.03
Max	$29,140.00	$43,139.01	$57,138.02	+
Min 3	$0.00	$36,320.01	$53,919.02	$71,518.03
Max	$36,620.00	$53,919.01	$71,518.02	+
Min 4	$0.00	$44,100.01	$65,299.02	$86,498.03
Max	$44,100.00	$65,299.01	$86,498.02	
Min 5	$0.00	$51,580.01	$76,379.02	$101,178.03
Max	$51,580.00	$76,379.01	$101,178.02	
Min 6	$0.00	$59,060.01	$87,459.02	$115,858.03
Max	$59,060.00	$87,459.01	$115,858.02	+

4.2.3 Multi Specialty practices can honor the Financial Hardship initiated by the Radiation Therapy facilities approved by the Executive Director/Revenue Cycle.

Policy # 200-037	Policy Title: Financial Hardship/Charity Form		Page: 1 of 3
Dept. Name: Accounts Receivable	Review/Approve Date: 6/10/10	Responsible Reviewer(s): Name/Title: Ellen Grasso, Executive Director/Revenue Cycle	
Regulatory/Code Reference:	Status: New Effective Date: Revised Date:	Name/Title: CFO	

1. Policy & Purpose:

To ensure patients who claim an inability to pay, are evaluated objectively to determine if they are eligible for a reduction or complete write-off of their balance due and determine patient eligibility for Financial Hardship discount. This applies to balances due from both uninsured patients and patient balances owed after insurance had paid their responsibility.

2. Scope:

This policy applies to Radiation Therapy Services, Inc., (RTSI), related party companies, all RTSI subsidiary companies, third-party companies and independent contractors.

3. Roles & Responsibilities:

3.1 The Office Financial Manager, Office Financial Counselor and/or the Customer Service Representative will provide a Financial Hardship form to the patient to complete for patients who are unable to pay their balance.

3.1.1 Once the Financial Hardship Forms are received completed by the patient the Office Financial Manager, Office Financial Counselor and/or the Customer Service Representative will insure the proper documentation is received with the completed Financial Hardship Forms.

3.1.2 The Office Financial Manager or Office Financial Counselor will forward the completed Financial Hardship Form's with all required documentation to the Customer Service Department in CBO for processing.

3.1.3 The Customer Service Representative will calculate the forms and gather information to determine if the patient is eligible or qualifies for Financial Hardship. The Customer Service Representative will prepare the Financial Hardship Excel sheet and submit to their supervisor with all required documents for approval.

3.2 The Patient Account Manager/Supervisor review all the completed financial hardship forms under $10,000.00, and will approve or deny the indigent write-off.

3.3 The Executive Director/Revenue Cycle reviews all completed financial hardship forms over $10,000.01, and will approve or deny the indigent write-off.

4. Procedures:

4.1. The Patient must have exhausted other payment resources such as any federal, state or county programs that are available for the patient to apply for assistance.

4.1.2 The Patient Accounting Manager/Supervisor can approve Financial Hardship up to $10,000.00. The Director will approve all Financial Hardships in excess of $10,000.01.

4.1.3 Multi-Specialty Practice Administrator/Managers can approve up to $500.00 via the Hardship Advisory Form.

4.2. Please reference the current year Financial Hardship guidelines to determine patient's eligibility.

Exhibit 6.1

Carolina Regional Cancer Center, P.A.
Indigent Care Policy
2010

Our policy is to treat any patient needing care regardless of ability to pay. We do not refuse treatment to anyone based on their race, sex, creed, national origin, ability to pay or any other reason. Also, should a patient's insurance benefits expire during their treatment course we are certainly going to complete it. Additionally, it is our policy not to inform our doctors of a patient insurance information or whether they have coverage at all. This is done intentionally as we want them to treat each patient based on their medical needs alone.

SharedCare is an integral part of our Indigent Care Pan. We do participate with SharedCare, an organization that assists uninsured patients with medical needs in Horry County that do not have the financial means to pay for their health care services. We will treat the patients referred to us by SharedCare. We also will refer a patient to SharedCare if we believe they will qualify for their program. Patients we treat through SharedCare are not charged any fees and we do not receive any type of reimbursement.

For patients who do not qualify for Medicaid or other assistance programs or who do not have any other type of insurance, we request that they complete a financial disclosure form. Based on this information, if the patient's income is below the poverty level they are charged based on the Medicaid allowable fee schedule. If they are not below the poverty level then they are charged the Medicare allowable fee schedule.

A payment schedule should be established for each patient based on the patient's ability to pay, but in any case we treat them in the manner that serves their best medical interest without any exception whatsoever. We work with our patients to assist them with meeting their financial obligations for their services.

EXHIBIT 33

Project Location Map

0351

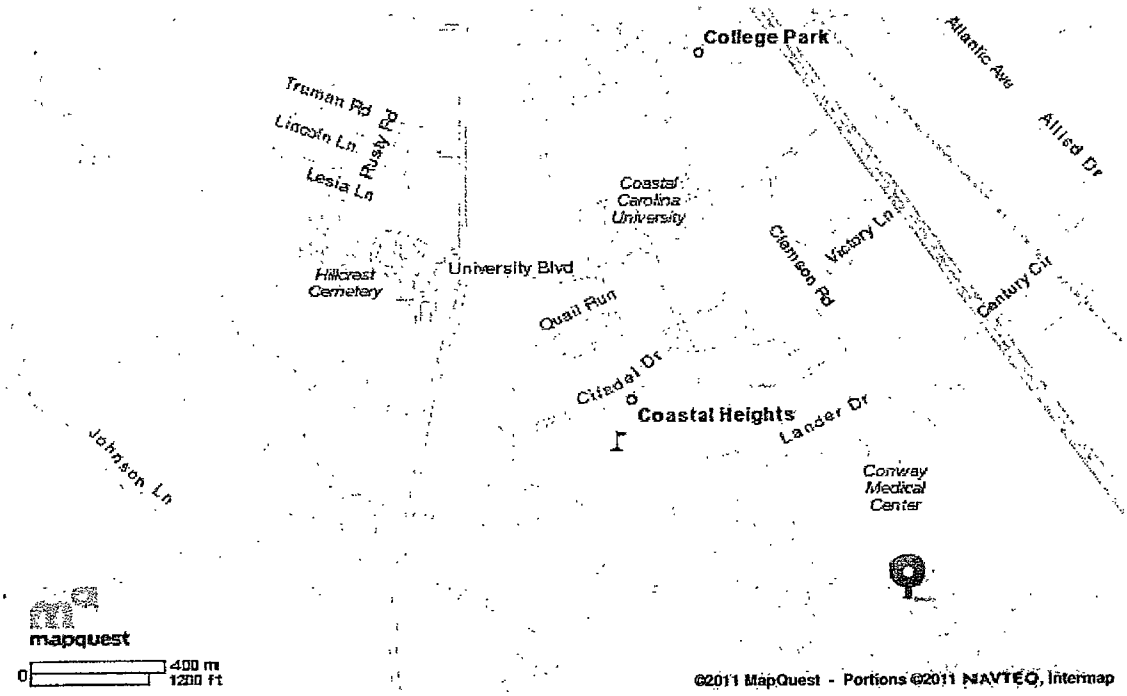
mapquest

Map of:

Myrtle Trace Dr & Candlewood Dr
Conway, SC 29526

Notes

252 Myrtle Trace Drive Ext., Conway, SC 29526



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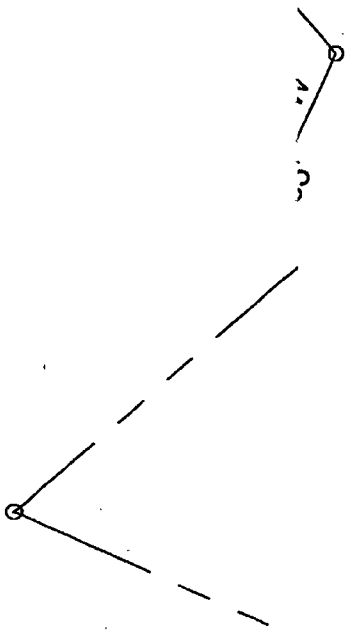
Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

0352

EXHIBIT 34

CRCC Site Plan

0353



0354

STATE OF SOUTH CAROLINA
BOWERS, ELLIS & WATSON, ARCHITECTS, P.A.
ASHEVILLE, NC
C-8800S
REGISTERED ARCHITECTS

BOWERS ELLIS & WATSON ARCHITECTS, P.A.
asheville

SITE PLAN
SCALE: 1" = 20'-0"
0 5 10 20

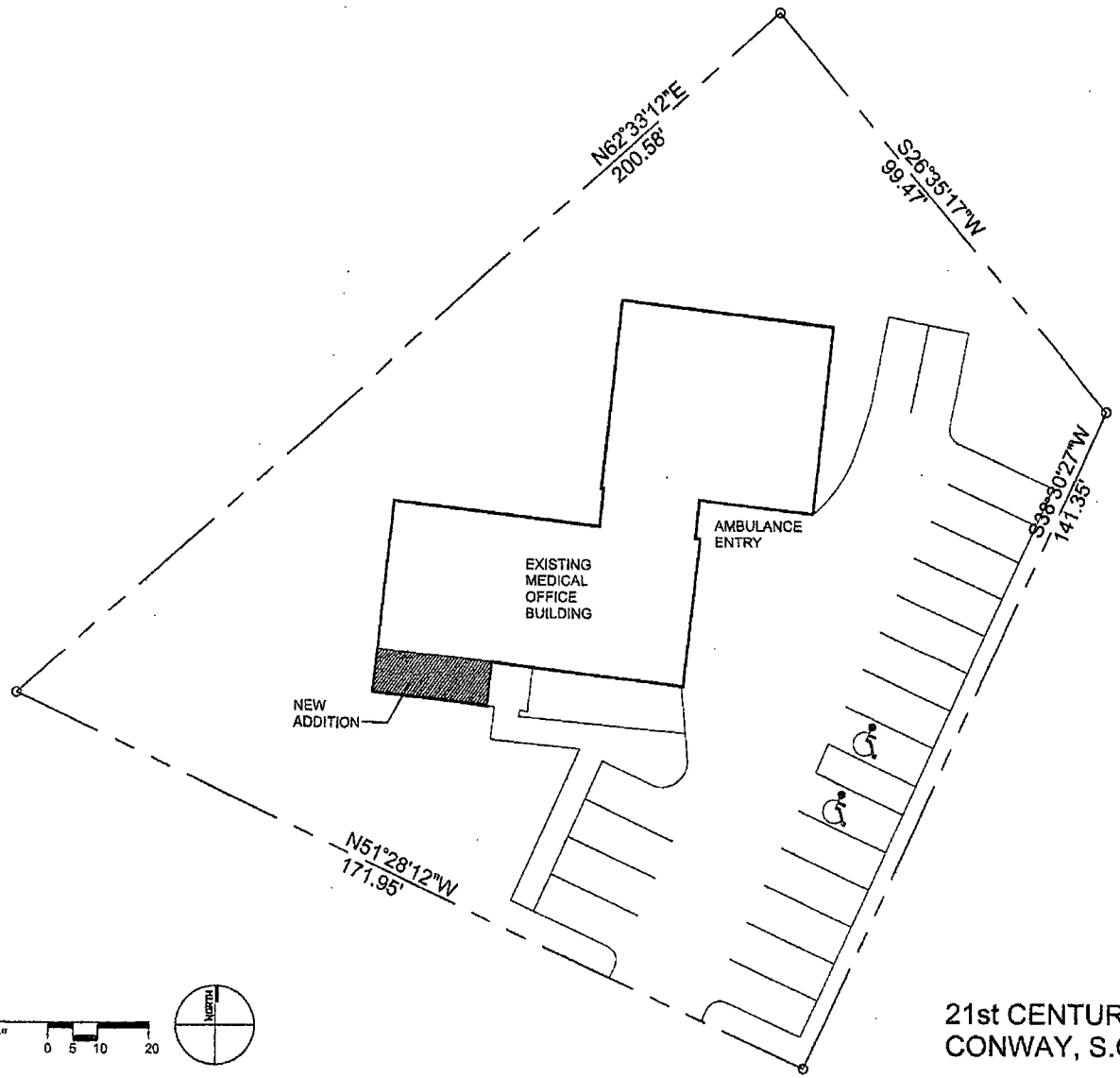
URY ONCOLOGY
S.C. FACILITY

MARCH 7, 2011

R002982

R002983

0355



SITE PLAN
SCALE: 1" = 20'-0"
0 5 10 20

21st CENTURY ONCOLOGY
CONWAY, S.C. FACILITY

BOWERS ELLIS & WATSON
ARCHITECTS
asheville
MARCH 7, 2011

EXHIBIT 35

Legal Description of the Site

0356

EXHIBIT A

LEASED PREMISES

(being TMS# 151-27-03-129)

All that certain piece, parcel or tract of land and the improvements thereon, situate, lying in Horry County South Carolina, and containing .51 acre, more or less, as shown and identified as Lot 5-B, on a plat by Associated Land Surveyors, Inc., entitled, "Plat of New Lots 5A and 5B , Subdivided from Lot 5, Burning Ridge Medical Center, Parent TMS 151-27-03-096, Conway Township, Horry County, South Carolina, for F.B.P., LLC" dated October 10, 1998 and recorded in Plat Book 161 at Page 220, Office of the Register of Deeds for Horry County.

Said piece, parcel or tract of land having such size, shape, dimensions, buttings, boundings, location, courses and distances as will by reference to said plat more fully and at large appear.

Together with right of access, ingress and egress in and to that certain 50' Private Access and Utility Easement shown on plat entitled "Plat of New Lots 5A and 5B Subdivided from Lot 5 Burning Ridge Medical Center, Parent TMS 151-27-02-096, Conway Township, Horry County, South Carolina, for F.B.P., L.L.C.," prepared by Associated Land Surveyors, Inc., dated October 10, 1998 and recorded in Plat Book 161 at page 220, Office of the Register of Deeds for Horry County, reference to which is craved for a more complete description.

Being the premises heretofore conveyed to RSB Conway Medical Properties, LLC by deed of SCROC, LLC dated March 29, 2007 and recorded March 29, 2007 in Deed Book 3232, page 1775, Office of the Horry County Register of Deeds.

TMS No. 151-27-03-129

0357

EXHIBIT 36

Square Foot Program of the CRCC-Conway Building

0358

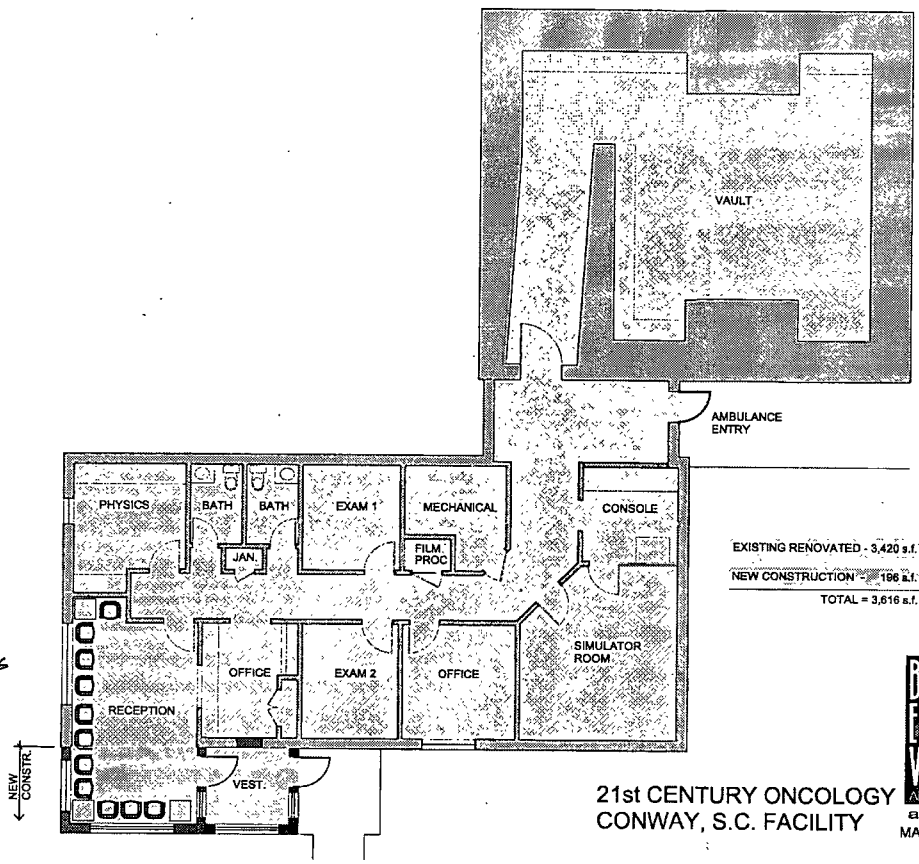
SPACE SUMMARY FOR PROJECT X	SQUARE FOOTAGE
Waiting/Reception	296
Open Office (Records)	122
Exam 1	115
Exam 2	123
Men's B.R.	49
Women's B.R.	49
Doctor's Office	144
Physics	155
Simulator	287
Mechanical	97
Treatment Console	101
Janitor Closet	9
Film Processing	17
Vestibule	83

NET SUBTOTAL	1647 S.F.
CIRCULATION WALLS	457 S.F.
GROSS AREA W/O VAULT	2104 S.F.
GROSS VAULT AREA	1512 S.F.
GROSS BUILDING SIZE	3616 S.F.

EXHIBIT 37

Schematic Plan of CRCC-Conway Building

0360



EXISTING RENOVATED - 3,420 s.f.
NEW CONSTRUCTION - 196 s.f.
TOTAL = 3,616 s.f.

0361

STATE OF SOUTH CAROLINA
BOWERS ELLIS & WATSON ARCHITECTS P.A.
ASHEVILLE NC
C-8850
REGISTERED ARCHITECTS

STATE OF SOUTH CAROLINA
STEVEN BOWERS
Asheville, NC
3489
REGISTERED ARCHITECT

FLOOR PLAN
SCALE: 1/8" 1'-0"
2 4 6 8 10 16

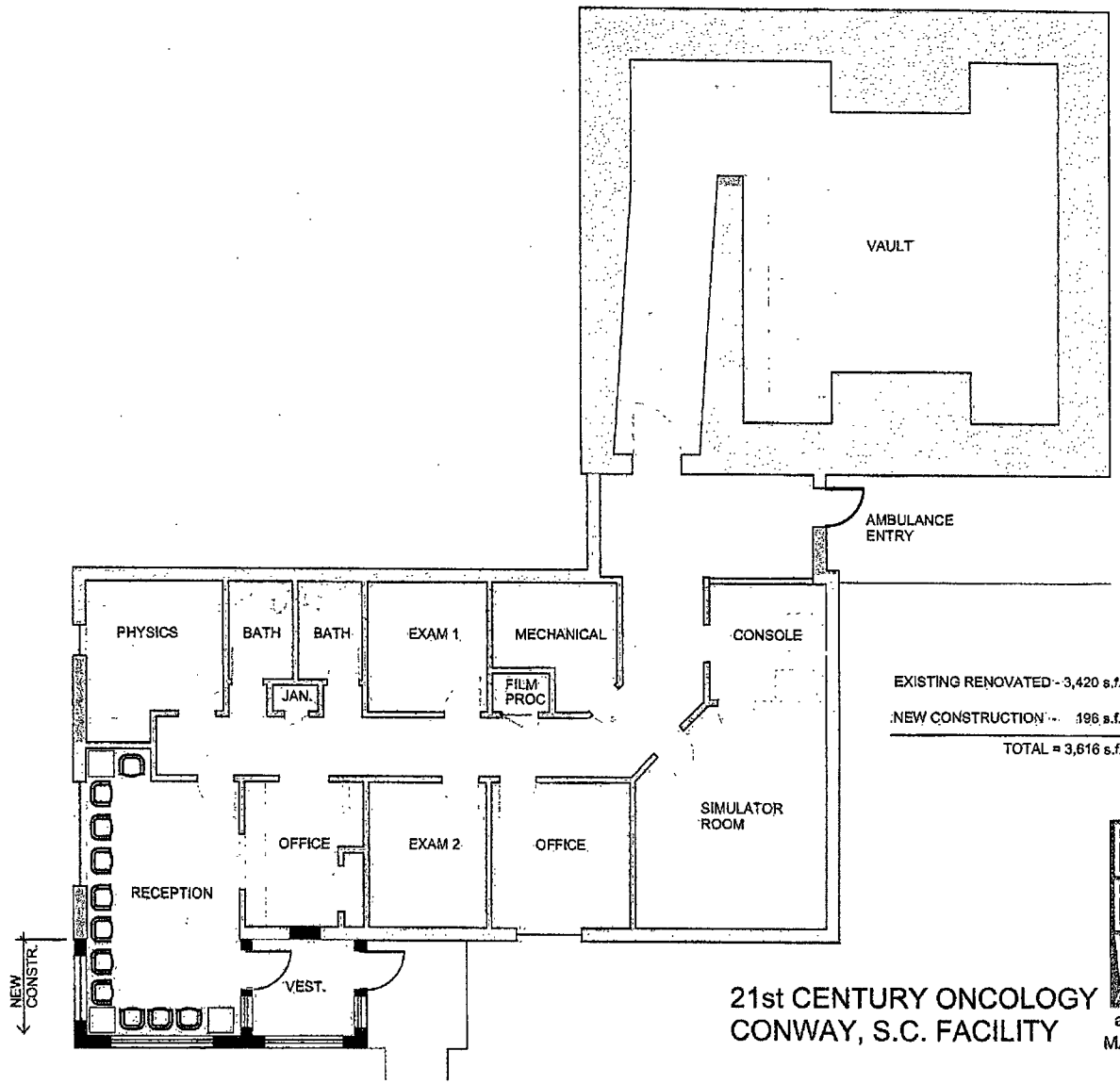
21st CENTURY ONCOLOGY
CONWAY, S.C. FACILITY

BOWERS ELLIS & WATSON ARCHITECTS PA
asheville
MARCH 7, 2011

R002989

R002990

0362



EXISTING RENOVATED - 3,420 s.f.

NEW CONSTRUCTION - 196 s.f.

TOTAL = 3,616 s.f.

FLOOR PLAN

SCALE: 1/8" 1'-0"

2 4 6 8 10 16

21st CENTURY ONCOLOGY
CONWAY, S.C. FACILITY

BOWERS ELLIS & WATSON ARCHITECTS PA
asheville

MARCH 7, 2011

EXHIBIT 38

Documentation of Proper Zoning

0363

ZONING DEPARTMENT
1301 2nd Avenue Room 1 D 09
Conway, SC 29526

Phone: (843) 915-5340
Fax: (843) 915-6341

Date: March 9, 2011

Bruner, Powell, Wall & Mullins, LLC
1735 St. Julian Place, Suite 200
P.O. Box 61110
Columbia, SC 29260

RE: RSB Conway Medical Properties
TMS# 151-27-03-129

The property identified by Tax map number __#151-27-03-129 is currently zoned _ OPI_ (Office/Professional/Institutional District)__.

Please be aware that a zoning compliance certificate is issued in conjunction with a building permit. Compliance is determined in accordance with the zoning regulations in affect at that time.

Thank you,

Vicki Stone
Planning & Zoning Administrative Assistant
1301 2nd Ave. N.
Conway, SC 29526
(843) 915-5340

0364

EXHIBIT 39

Documentation of Utility Services

0365

EXHIBIT 40

Documentation of Project Approval

0366

WRITTEN CONSENT
OF THE SOLE MEMBER OF
CAROLINA REGIOINAL CANCER CENTER, LLC

The undersigned, being the sole Member of Carolina Regional Cancer Center, LLC, a South Carolina limited liability company (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent to action without a meeting pursuant to the South Carolina Uniform Limited Liability Company Act of 1996, and direct that this consent be filed with the minutes of the Company:

WHEREAS, the sole Member of the Company wishes the Company to file a Certificate of Need Application (the "CON Application") with the South Carolina Department of Health and Environmental Control, to add a linear accelerator to a new office in Conway, South Carolina (the "Project"); and

WHEREAS, the sole Member of the Company wishes to approve the total project at a cost of approximately $5,200,000 which consists of office renovation/construction, equipment and other capital costs.

NOW THEREFORE, it is hereby:

RESOLVED, that the Company, be and it hereby is, is authorized to file a CON Application with the South Carolina Department of Health and Environmental Control for the purpose of effecting the Project; and be it further

RESOLVED, that the Project and the Project Cost be, and hereby is, in all respects ratified, confirmed, approved and authorized; and be it further

RESOLVED, that any Manager or Officer of the Company be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute, acknowledge and deliver any and all documents and to take any and all action as such Manager or Officer deems appropriate to effectuate the purpose of these resolutions; and any and all documents heretofore executed, acknowledged and delivered and acts or things heretofore done to effectuate the purposes of these resolutions are hereby in all respects ratified, confirmed, approved and authorized as the act or acts of the Company.

This consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the sole Member of Carolina Regional Cancer Center, LLC, has executed this written consent as of March 3, 2011.

ATLANTIC UROLOGY CLINICS, LLC

By: _____
Name: Kerrin E. Gillespie
Title: Vice President

0368

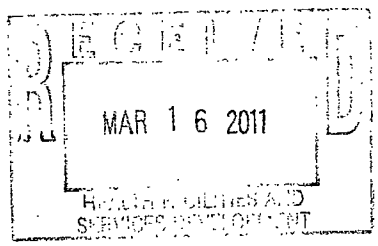
32976 v2

Santee Cooper

900 Inlet Square Drive
Murrells Inlet, SC 29576-7812
(843) 651-1598
FAX: (843) 651-7889

March 11, 2011

Mr. Doug Bryant
P. O. Box 908
Blythewood, SC 29016



Dear Mr. Bryant:

Project: Medical Office Building

Location: 252 Myrtle Trace Drive
Conway, SC 29526

Please be advised that the above-referenced location is within the electric service territory of Santee Cooper. The electrical load requirements for this project have been reviewed and approved by our Distribution Planning Department. The necessary easements(s) and/or rights-of-way must be granted prior to our installation, and all Santee Cooper terms and conditions of service, including any applicable investment recovery charges, must be satisfied by your contractor(s) and/or representative(s). If the above conditions are met, we expect to have adequate electric service capacity and facilities available to serve this project upon the completion of your construction.

We ask that you please keep us apprised of your construction schedule and electric service requirements. If you need further assistance or additional information, please do not hesitate to contact me.

Sincerely,

Carlita P. Goff, P.E.
Supervisor, Area Distribution Engineering – Garden City & Conway

Distribution Planning

0369

Reviewed by: O. J. Jansky
Date: 03-11-2011

pc: O. L. Jansky
J. D. Rabon
G. R. Smith

Conway
TA639

R002997

D H E C

PROMOTE PROTECT PROSPER

South Carolina Department of Health and Environmental Control

INVOICE FOR SERVICES

Bureau of Financial Management / Sims/Aycock Building
2600 Bull St, Columbia, South Carolina 29201

Invoice No.
PC07533-3

Invoice To:
CAROLINA REGIONAL CANCER CTR., LLC - CONWAY
ATTN: PATRICIA PRICE, REGIONAL ADMINISTRATOR
4708 OLEANDER DR
MYRTLE BEACH, SC 29577-

Ship To:
S.C. DHEC
Attention: Bureau of Financial Management
2600 Bull Street
Columbia, South Carolina 29201

Date:	Terms:	Department Name	Order Filled By:
3/10/2011	**DUE UPON RECEIPT**	Planning and Programs	BRIGGSBW

Description of Services: CAROLINA REGIONAL CANCER CTR. - CONWAY - FOR THE PURCHASE AND INSTALLATION OF AN ADDITIONAL LINEAR ACCELERATOR IN A NEW OFFICE OF AN EXISTING PROVIDER - CON FILING FEE

Qnty	Unit Description	Loc	Organ.	Fund	Account	Analytical	Unit Price	Amount
1	CON FILING FEE CK#11013	400	402011	428015	4486701	0000000	$500.00	$500.00
							Total:	$500.00

Payment can be made by credit card by completing the below form or by visiting www.scdhec.com and clicking on Invoice Payment under the Quick Links.

Name as it appears on credit card _____ Telephone Number _____

Mailing Address _____

Master Card / Visa / Discover

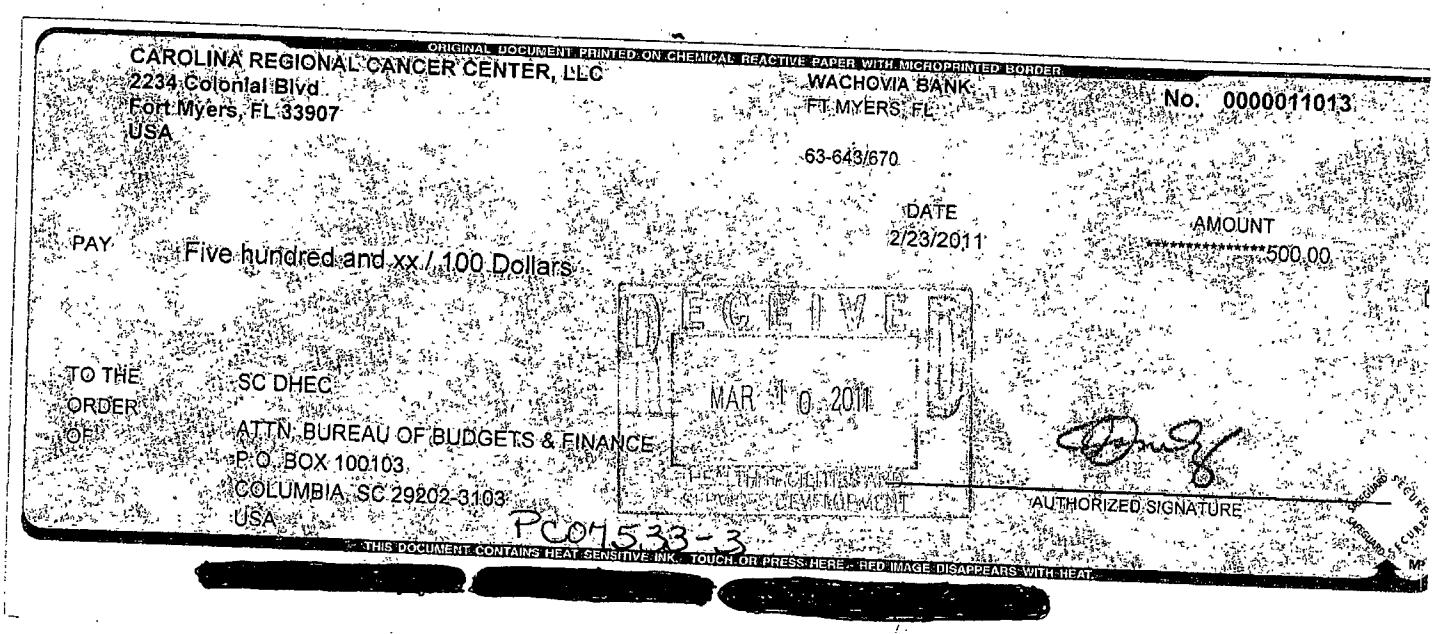
Type of card (circle one) _____ Credit Card Number _____

Expiration Date _____ Signature _____

0370

Note: Make checks payable to South Carolina Department of Health and Environmental Control, remit to above address to the Attention of: Bureau of Financial Management

R002998



ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

CAROLINA REGIONAL CANCER CENTER, LLC
2234 Colonial Blvd
Fort Myers, FL 33907
USA

WACHOVIA BANK
FT MYERS, FL

No. 0000011013

63-643/670

DATE
2/23/2011

AMOUNT
**********500.00

PAY Five hundred and xx / 100 Dollars

RECEIVED
MAR 10 2011
HEALTH PLANNING AND DEVELOPMENT

TO THE ORDER OF
SC DHEC
ATTN: BUREAU OF BUDGETS & FINANCE
P.O. BOX 100103
COLUMBIA, SC 29202-3103
USA

AUTHORIZED SIGNATURE

PC07533-3

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

[redacted]

0371

R002999

Re: Carolina Regional Cancer Center's CON for the Purchase and Installation of an Additional Linear Accelerator in a New Office of an Existing Provider
FOIA Request 1104007

Jody,

In connection with the above FOIA request, I believe we may be missing the following pages/documents:

- Volume 1, Exhibit 15 to the CON: Diagram of Ownership Relationships for CRCC - yellow flags
- Volume 2, Exhibit 2: Letters of Support from the Medical Community
- Volume 2, Exhibit 3: Letters of Support from the Community
- Volume 2, Exhibit B to Sam Tolbert's April 2, 2011 letter: Letters of support from area physicians (19 additional letters)
- Volume 2, Exhibit C to Sam Tolbert's April 2, 2011 letter: Letters of support from the community (3 additional letters)

Please call me as soon as these pages are ready, and I will have our courier pick up the same. Thank you.

Colleen Quillen
Paralegal

1201 Main Street | Suite 1450 | Columbia, SC 29201
Phone: 803.253.8921 | Fax: 803.255.8017 | www.parkerpoe.com | map

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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0372