

Exhibit 7

SECOND AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This SECOND AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("Agreement") is made effective as of the "Execution Date" determined as provided on the signature page hereto by and between DONALD W. WUERL, ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON, AND HIS SUCCESSORS IN OFFICE ACCORDING TO THE DISCIPLINE OF THE ROMAN CATHOLIC CHURCH, A CORPORATION SOLE ("Seller"), and SEASONS RESIDENTIAL TREATMENT PROGRAM, LLC, a Maryland limited liability company, or its assigns ("Buyer") (sometimes "Buyer" and "Seller" may be referred to individually as "Party" or collectively as the "Parties").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Seller is the owner of certain real property and the improvements thereon, if any, containing approximately 16.01 acres of land located on Allentown Road in Fort Washington, Maryland, being more particularly described in **Exhibit A** attached hereto.

B. Seller and Buyer entered into a Purchase and Sale Agreement (the "First Agreement"), having an Effective Date of April 17, 2015 for the purchase and sale of said real property, but the Previous Agreement lapsed without consummation of the purchase and sale.

C. Seller and Buyer entered into a subsequent Amended and Restated Purchase and Sale Agreement (the "Previous Agreement"), having an Effective Date of February 3, 2017 for the purchase and sale of said real property, but the Previous Agreement lapsed without consummation of the purchase and sale.

D. Per the terms of the First Agreement, Buyer has deposited into escrow with Avenue Commercial Title Company, Inc., as agents for Old Republic National Title Insurance Company (the "Escrow Agent/Title Company") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (together, with all interest earned thereon, the "Deposit"), and the Deposit as of the Execution Date of this Agreement remains in escrow with the Escrow Agent/Title Company.

E. Per the terms of the Previous Agreement, Buyer has delivered to Seller the sum of Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00) (together, with all interest earned thereon, the "Deposit"), which was intended to reimburse Seller for the estimated real estate taxes and grounds maintenance expenses for the Property during the Inspection Period, and which sum was not to be credited against the Purchase Price and was not to be refundable to Buyer except in case of the Seller's breach of the Previous Agreement.

F. Via this Agreement, Seller and Buyer wish to amend and restate the Previous Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, and in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Definitions and Interpretation.**

1.1 As used in this Agreement:

1.1.1 "Closing" means the consummation of the conveyance of the Property to Buyer and the payment of the Purchase Price to Seller as provided in this Agreement.

1.1.2 "Environmental Contamination" means the existence or release (including sudden or nonsudden, accidental or nonaccidental leaks, spills, disposal, deposit and migration) of, or exposure to, any Hazardous Substance in, into, onto or under the environment (including the air, soil, surface water and ground water).

1.1.3 "Hazardous Substance" means all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including Petroleum and Petroleum products, polychlorinated biphenyls, radioactive substances, asbestos insulation and/or urea formaldehyde insulation, and any other substance which has in the past or could in the future constitute a health, safety or environmental hazard to any person or property, including all substances which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered, including those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*, the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, and any applicable statutes, ordinances or regulations under the laws of the state in which the Property is located, and any rules and regulations promulgated thereunder, all as presently or hereafter amended.

1.1.4 "Net Usable Square Footage" means the total area of the Property less any portions thereof that are considered common areas, wetlands or included in public streets, highways or public right-of-ways, or that are required to be dedicated to any public authority.

1.2 Exhibits attached to this Agreement, amendments made pursuant to Subsection 12.3 below, and documents incorporated by reference are integral parts of this Agreement and references to this Agreement will be deemed to include such documents.

2. **Sale of Property.** Seller agrees to sell, and Buyer agrees to purchase, pursuant to the provisions of this Agreement, all of Seller's right, title, and interest in and to the Property.

3. **Purchase Price.**

3.1. The purchase price for the Property (the "Purchase Price") shall be Four Hundred Seventy Five Thousand and 00/100 Dollars (\$475,000.00).

3.1.1 **Investment of Deposit, Etc.** The Deposit shall be held by the Escrow Agent in an FDIC-insured interest-bearing account at a bank, savings and loan association or other financial institution mutually acceptable to the Parties. Interest shall be retained in the account and will accrue for the benefit of and be credited to the Party entitled to receive (or have credited) the Deposit at Closing or upon termination of this Agreement pursuant to its terms.

3.2.2 Return of Deposit. Buyer and Seller acknowledge that the Deposit is being paid on behalf of Buyer by Strategic Behavioral Health, LLC, a Delaware limited liability company ("SBH"). Notwithstanding anything in this Agreement to the contrary, if at any time all or any portion of any Deposit is to be returned to Buyer, such amounts shall instead be returned to SBH, and not to Buyer.

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.2.1 Deposit The Deposit, plus interest thereon, shall be applied as a credit against the Purchase Price.

3.2.2 Additional Payment. On the Closing Date, Buyer shall deposit with the Escrow Agent in Good Funds the balance of the Purchase Price, and such other amounts as are set forth in the closing statement prepared by the Escrow Agent and reasonably approved by Buyer.

3.3. Payment for Amendment and Restatement. In consideration for Seller's agreement to enter into this Agreement, Buyer agrees to deliver to Seller, contemporaneous with the execution of this Agreement, a check in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00), which is intended to reimburse Seller for the estimated real estate taxes and grounds maintenance expenses for the Property during the Inspection Period. Such sum shall not be credited against the Purchase Price and shall not be refundable to Buyer except in case of the Seller's breach of this Agreement.

4. Title to the Property.

4.1 Quality of Title. Title to the Property shall be good and marketable, fee simple title and shall be free and clear of all liens, restrictions, easements, and other encumbrances and title objections, except for the exceptions to title as determined in accordance with Subsection 4.2.

4.2 Title Commitment and Survey. Within sixty (60) days of the Execution Date (the "Title/Survey Period"), Buyer shall obtain a commitment for title insurance issued by the Title Company (the "Title Commitment"), together with copies of the documents and instruments upon which the exceptions contained therein are based.

If Seller has a prior survey that can be re-certified, Seller shall, within 10-days after the date of this Agreement, provide the survey to Buyer and Buyer shall have it re-certified at Buyer's expense.

Buyer shall have prepared a survey of the Property by a surveyor licensed in the state where the Property is located. The surveyor shall be selected by Buyer. The surveyor shall also provide the Parties with a certificate of the Net Usable Square Footage of the Property. The Survey shall state the applicable zoning of the Property.

Prior to the expiration of the Title/Survey Period, Buyer shall deliver written notice to Seller ("Buyer's Objection Notice") of all matters reflected in the title Commitment or on the Survey that are disapproved by or unsatisfactory to Buyer in Buyer's sole and absolute discretion (the "Disapproved Items"). If Buyer notifies Seller of Disapproved Items, and any of the Disapproved Items are not cured by Seller to the satisfaction of Buyer, at Seller's expense, prior

to Closing, Buyer may terminate this Agreement by giving Seller written notice of termination and, in that event: (a) Buyer and Seller shall execute and deliver to the Escrow Agent escrow cancellation instructions; (b) the Deposit (less One Hundred and No/100 Dollars (\$100.00) which shall be paid to Seller as consideration for entering into this Agreement, and less one-half of any escrow fee to be paid to Escrow Agent), together with all interest thereon, shall be returned to Buyer; and (c) except as otherwise provided herein, this Agreement shall be of no further force or effect. If Buyer fails to provide any notice to Seller on or before the expiration of the Title/Survey Period, Buyer shall be deemed to have accepted all matters reflected in the Title Commitment and the Survey.

5. **Closing.** The "Closing Date" shall be the date the Deed, Seller's Instruments, Buyer's Payment and Documents are delivered to the Escrow Agent/Title Company which shall occur on the earlier of: (a) the date which is thirty (30) days after the expiration of the Inspection Period (as the same may be extended) or (b) the date which is thirty (30) days after the date each of the conditions precedent set forth herein (including the Buyer's Undertakings (as defined below)) are either waived or satisfied by Buyer (as evidenced by Buyer's delivery of a Completion Notice to Seller). The sale contemplated by this Agreement shall be consummated as follows:

5.1 **Seller's Instruments.** Seller shall cause to be deposited with the Escrow Agent, no later than one (1) day prior to the Closing Date, for recordation and delivery to Buyer upon the Closing, the following items:

5.1.1 **Deed.** A recordable special warranty deed (the "Deed"), in a form reasonably acceptable to Buyer, duly executed and acknowledged by Seller and effective to convey to Buyer fee simple title to the Property as provided for in this Agreement free and clear of all exceptions, except those approved in accordance with Subsection 4.2.

5.1.2 **Non-Foreign Status Certificate.** A Non-Foreign Status Certificate pursuant to Internal Revenue Code § 1445 duly executed by Seller in a form reasonably acceptable to Buyer.

5.1.3 **Title Affidavit.** A Title Affidavit in a form reasonably acceptable to Buyer.

5.1.4 **Additional Documents.** Such additional documents as may be reasonably required by the Buyer or the Escrow Agent to consummate the Closing.

5.2 **Buyer's Payment and Documents.**

5.2.1 **Payment.** On or prior to the Closing Date Buyer shall deposit with the Escrow Agent, for payment to Seller upon the Closing, the balance of the Purchase Price and an amount equal to Buyer's costs as set forth in Subsections 5.4 and 5.6. The amount to be paid by Buyer at the Closing shall be set forth in the approved Buyer's closing statement.

5.2.2 **Documents.** Such documents as may be reasonably required by the Seller or the Escrow Agent to consummate the Closing.

5.3 **Seller's Costs.** Seller shall before or simultaneously with the Closing pay the following costs (a) one-half (1/2) of all sales, excise, documentary, real estate conveyance, and transfer taxes applicable to the sale which are imposed by any governmental authority, (b) the costs of preparing and recording the Deed, (c) fees and expenses of Seller's counsel, and (d) the Brokers' Commission, as defined herein.

5.4 Buyer's Costs. Buyer shall, before or simultaneously with the Closing pay the following costs: (a) the cost of any Title Policy requested by it, (b) one-half (1/2) of all sales, excise, documentary, real estate conveyance, and transfer taxes applicable to the sale which are imposed by any governmental authority, (c) the Escrow Agent's fees, (d) all costs of recording documents and instruments pertaining to financing, if any, obtained by Buyer, (e) the costs of recording all documents and instruments to be recorded at the Closing (with the exception of the Deed), and (f) the cost of the Survey if applicable, and (f) all fees and expenses of Buyer's counsel.

5.5 Other Closing Costs. Any and all other closing costs not addressed herein shall be paid as is customary in similar commercial transactions in the jurisdiction in which the Property is located.

5.6 Prorations, Adjustments. All real property taxes, rentals, and utilities (if any) shall be prorated and adjusted between the Parties as of the Closing Date. To the extent that the tax statement covers land in addition to the Property, the overall tax amount will be allocated to land and improvements based on the land value and improvements value shown on the tax statement. The portion of the tax amount allocated to land value will then be allocated to the Property based on the area of the Property divided by the area of the entire property covered by the tax statement. Seller and Buyer hereby agree that any of the aforesaid prorations and adjustments which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the Parties' reasonable estimates, and shall be recomputed sixty (60) days after the Closing and either Party owing the other Party a sum of money based upon such subsequent proration adjustment shall promptly pay such sum to the other Party and, if payment is not made within ten (10) days after delivery of the bill therefor, shall pay interest thereon at the rate of eight percent (8%) per annum from the Closing Date to the date of payment. Buyer acknowledges that the tax value of the Property may be reassessed upon the change of ownership, and that a supplemental tax bill may be issued. If a supplemental tax bill is issued after the Closing Date, Buyer shall be solely responsible for any additional taxes due thereunder.

The obligations of this Subsection shall survive the Closing.

5.7 Bonds, Taxes and Assessments. All bonds, special taxes, improvement taxes and/or assessments, rollback taxes, school taxes, open space taxes, green belt taxes, industrial taxes or any other taxes or deferred taxes relating to the Property and any other deferred tax relating to the Property, if any, shall be paid by Seller at or prior to Closing.

5.8 Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

6. Conditions Precedent to Closing.

6.1 Closing Conditions. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied within the time specified below:

6.1.1. Inspection Period.

(a) Buyer shall have a period of time, beginning on the Execution Date and ending at 5:00 PM on December 1, 2017, (the "Inspection Period") to evaluate and approve, in

Buyer's sole, absolute and unreviewable discretion, the suitability of the Property for its contemplated use, and the availability of all necessary permits and governmental approvals and any and all aspects of the Property. In connection with this evaluation:

(i) Buyer and Buyer's agents, employees and independent contractors, may enter upon the Property at reasonable times for the purpose of inspecting and testing the same and Seller hereby grants Buyer the right to go upon the Property between the Execution Date and the Closing Date, at Buyer's expense, to make such surveys, tests and other site analyses as Buyer may require. Buyer shall indemnify Seller against all losses, damages, expenses, and claims that may arise by reason of Buyer's entry upon the Property pursuant to this Subsection and shall repair any damage to the Property caused by such entry. This provision shall survive the Closing or the termination of this Agreement.

(ii) Buyer may, in its discretion, retain one or more environmental consultants of its choosing to inspect the Property, including any soils, surface waters, wells, and groundwater on or under the Property and conduct such tests, samples, engineering studies, and examinations upon the Property as Buyer or any such consultants deem appropriate to determine the environmental condition of the Property and the existence or nonexistence of Environmental Contamination or environmental hazards on or about the Property including any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, Petroleum products, flammable explosives, underground storage tanks or other Hazardous Substances. Buyer shall indemnify Seller against all loss, damages, expenses and claims that may arise by reason of Buyer's inspection, testing and examination of the Property pursuant to this Subsection and shall repair any damages to the Property caused by such inspection, testing or examination. Concurrent with the Execution Date, Seller agrees to make available to Buyer any environmental studies or Commitments related to the Property in Seller's possession, Buyer acknowledges and agrees that Seller is not making, and will not make, any representations or warranties of any kind or nature concerning or related to the environmental studies or Commitments made available to it by Buyer, including their accuracy, content, thoroughness of investigation or the competence or ability of the persons or companies preparing the same. This provision shall survive the Closing or the termination of this Agreement.

(iii) In order to assist Buyer in the completion of Buyer's inspections, testing, examinations, and studies during the Inspection Period, the parties acknowledge and agree that Seller has delivered and Buyer has received copies of the those items listed on Exhibit "B" attached hereto on or prior to the Execution Date ("Seller's Materials"). Seller covenants and agrees that if, prior to the termination of this Agreement or the Closing Date, it receives any information or documents amending or supplementing those set forth on Exhibit "B", it will immediately upon receipt provide Buyer with a copy of the same.

(b) Buyer shall have obtained, reviewed and approved the Title Commitment and all other title-related documents to be provided pursuant to Subsection 4.2.

(c) Buyer shall have obtained, reviewed and approved the Survey.

(d) Buyer shall have (1) successfully changed the water and sewer category respecting the Property (from category 4 to category 3) and (2) successfully subdivided the property into a separate lot of record (collectively, "Buyer's Undertakings"). Buyer shall use its good faith, diligent efforts to complete Buyer's Undertakings, at Buyer's sole cost and expense

as soon as reasonably practicable, but in no event later than twelve (12) months after the Execution Date. Seller agrees to reasonably cooperate with Buyer with respect to Buyer's Undertakings, at no or nominal cost to Seller (for example, by signing applications, plats, etc. prepared by Buyer).

6.1.2 On or prior to the expiration of the Inspection Period, Buyer may either (i) in its sole, absolute and unreviewable discretion, terminate this Agreement by giving written notice thereof to Seller, at which time Buyer shall be entitled to a refund of the Deposit, less One Hundred and No/100 Dollars (\$100.00) which shall be paid to Seller as consideration for entering into this Agreement and less any escrow fee; or (ii) provide Seller with written notice that it is satisfied with the Property and is prepared to proceed to Closing. If no notice is received by Buyer prior to the expiration of the Inspection Period, Buyer shall be deemed to have elected to terminate pursuant to subsection (i) above.

6.1.3 Additional Conditions Precedent. Buyer's obligation to purchase the Property on the Closing Date is also subject to the satisfaction or waiver by Buyer of the following additional conditions precedent which must be satisfied on or before the Closing Date:

(a) The representations and warranties of Seller set forth in Section 8 shall be true, correct and complete in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.

(b) There shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

(c) Seller shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.

(d) The Property shall have sufficient utilities for development and Buyer's intended use. In the event utilities are not sufficient, Seller shall grant to Buyer the necessary easements and/or provide for construction of applicable utilities to the Property reasonably requested by Buyer.

(e) The Property being properly zoned for Buyer's intended use as a facility for the provision of behavioral health services for children and young adults with no change in zoning or rezoning required. Buyer shall be satisfied that it can use the Property for its intended use.

6.2 Effect of Failure to Satisfy Conditions. If the conditions precedent set forth in Subsection 6.1 hereof are not satisfied within the respective time periods set forth therein then, in addition to any rights afforded by this Agreement, Buyer shall be entitled to terminate this Agreement and receive back the Deposit and any Additional Deposit.

6.3 Termination of Agreement.

6.3.1 Termination by Buyer. If this Agreement is terminated by Buyer: (a) during the Inspection Period (as may be extended); (b) as a result of the failure to satisfy or

waive all conditions and contingencies contained herein; (c) pursuant to Subsections 12.13; or (d) as a result of Seller's breach of this Agreement (each a "Buyer's Termination Event"), then, in any of those events: (i) Buyer and Seller shall execute and deliver to the Escrow Agent escrow cancellation instructions; (ii) except as otherwise provided herein, this Agreement shall be of no further force or effect; and (iii) the Deposit less (a) any escrow fee and (b) one hundred dollars (\$100.00) which shall be paid to Seller as consideration for entering into this Agreement and the balance of the amounts paid by Buyer to the Escrow Agent and all interest thereon shall be returned to Buyer.

6.3.2 Seller's Remedies Upon a Breach by Buyer. In the event this agreement is breached by Buyer, including an intentional breach, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages Seller may suffer. Buyer and Seller therefore agree that a reasonable estimate of the total net detriment that Seller would suffer in the event of such breach an amount equal to the Deposit , together with all interest thereon, and that this shall be Seller's sole and exclusive remedy (whether at law or in equity). This amount shall be the full, agreed and liquidated damages for a breach hereunder by Buyer, including, but not limited to, intentional breach by Buyer, all other claims to damage or other remedies being herein expressly waived by Seller (except for Seller's rights under Subsection 12.9). The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Upon an uncured breach or default by Buyer, neither Party shall have any further rights or obligations under this Agreement, each to the other, except for the right of Seller to collect such liquidated damages and except as otherwise specifically provided in this Agreement. Prior to exercising its right to collect and retain the liquidated damages set forth above as a result of a default of or breach by Buyer, Seller shall give Buyer written notice of any alleged breach and Buyer shall have a period of fifteen (15) days, but not later than the Closing Date, to cure such breach. The Parties agree to execute, within five (5) days following the termination of this Agreement, in accordance with this Subsection, irrevocable written instructions to the Escrow Agent/Title Company containing the provisions of this Subsection, and that no further instructions to Escrow Agent/Title Company shall be necessary to release the Deposit to Seller as liquidated damages. Buyer's right to terminate as provided in this Agreement shall not be considered a breach and shall not entitle Seller to liquidated damages pursuant to this Section.

6.3.3 Buyer's Remedies Upon the Default of Seller. In the event Seller defaults under any of the terms of this Agreement on or prior to the Closing Date (including by failing or refusing to deliver any documents or Information required to be delivered pursuant hereto), Buyer shall be entitled to: (a) compel specific performance of this Agreement, in which event Buyer may also recover its damages incurred as a result of such default, including all of its reasonable costs and attorney fees in seeking such specific performance; or (b) if specific performance is not possible or if Buyer elects not to pursue specific performance, receive a refund of the Deposit, together with all interest thereon and damages, the Parties agreeing that it would be impractical and extremely difficult to estimate the damages Buyer may suffer. Buyer and Seller therefore agree that a reasonable estimate of the total net detriment that Buyer would suffer in the event of such breach is an amount equal to (x) the return of the Deposit, together with all interest thereon, (y) damages in an amount equal to the amount of the Deposit, plus (c) the reimbursement of all reasonable costs and expenses (not to exceed \$30,000) incurred by Buyer in connection with this Agreement and in inspecting and examining the Property, and that this shall be Buyer's sole and exclusive remedy (whether at law or in equity) other than the remedy of specific performance noted above. This amount shall be the full, agreed and liquidated damages for a pre-Closing breach hereunder by Seller, including, but not limited to, intentional



breach by Seller, all other claims to damage or other remedies being herein expressly waived by Buyer (except for Buyer's rights under Subsection 12.9). The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Buyer. Upon an uncured breach or default by Seller, neither Party shall have any further rights or obligations under this Agreement, each to the other, except for the right of Buyer to collect such liquidated damages and except as otherwise specifically provided in this Agreement. Prior to exercising its right to collect and retain the liquidated damages set forth above as a result of a default of or breach by Seller, Buyer shall give Seller written notice of any alleged breach and Seller shall have a period of fifteen (15) days, but not later than the Closing Date, to cure such breach. The Parties agree to execute, within five (5) days following the termination of this Agreement, in accordance with this Subsection, irrevocable written instructions to the Escrow Agent/Title Company containing the provisions of this Subsection, and that no further instructions to Escrow Agent/Title Company shall be necessary to release the Deposit to Buyer. Buyer's right to terminate as provided in this Agreement shall not be considered a breach and shall not entitle Seller to liquidated damages pursuant to this Section.

6.3.4 Waiver of Mutuality of Remedies. The Parties hereby waive mutuality of remedies.

7. Ongoing Operations. From the Execution Date through the Closing Date or the earlier termination hereof:

7.1.1 Operation of Property. Seller shall maintain the Property in substantially its current condition and in compliance with all applicable laws and regulations. Except as necessary to comply with the preceding sentence, Seller shall not make any material alterations to the Property or any portion thereof without Buyer's prior written consent. Seller will perform its obligations under all agreements that may affect the Property.

7.1.2 New Contracts. Seller shall not, without Buyer's prior written consent in each instance, amend, terminate, exercise any rights or options under, grant concessions regarding, or enter into any contract or agreement that will be an obligation affecting the Property or binding on Buyer after Closing, except contracts entered into in the ordinary course of business that are terminable without cause or penalty on 30-days' notice (and Seller shall terminate any such contracts on the Closing Date, unless such contracts are accepted by Buyer.

7.1.3 Listings and Other Offers. Seller will not list the Property with any broker or otherwise solicit or make or accept any offers to sell all or any part of the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of all or any part of the Property.

7.1.4 Maintenance of Insurance. Seller shall carry its existing insurance through the Closing Date, and shall not allow any breach, default, termination or cancellation of such insurance policies or agreements to occur or exist.

7.1.5 Maintenance of Permits. Seller shall maintain in existence all licenses, permits and approvals necessary or reasonably appropriate to the ownership, operation or improvement of the Property.



7.1.6 Other Actions. Neither Seller, nor its employees, agents or contractors, shall take or fail to take any action that causes Seller's representations or warranties to become untrue or that causes one or more of Buyer's conditions to Closing to be unsatisfied.

8. **Seller's Warranties and Representations**. As a material inducement to cause Buyer to enter into this Agreement, Seller represents and warrants to Buyer that:

8.1 Authority. Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. Consummation of such transactions will not breach any material agreement to which it is a party.

8.2 Title. Seller has good and marketable fee simple title to the Property and at Closing such title shall be subject only to the encumbrances determined in accordance with this Agreement.

8.3 Service Contracts. There are no written service contracts, art contracts, leasing listing agreements, landscaping contracts, equipment leases, maintenance agreements, open purchase orders and other contracts for the provision of labor, services, materials or supplies to or for the benefit of the Property which will affect or be obligations of Buyer or of the Property or any portion thereof following Closing.

8.4 Agreements Affecting the Property. At Closing, there will be no unrecorded leases, easements, encumbrances, or other agreements affecting the Property except as shown on the Title Commitment, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer.

8.5 Outstanding Taxes. To Seller's actual knowledge, there are no outstanding ad valorem taxes, including, but not limited to improvement taxes or assessments, rollback taxes, school taxes, open space taxes, green belt taxes, industrial taxes or any other taxes or deferred taxes relating to the Property which will affect or be obligations of Buyer or of the Property or any portion thereof following Closing.

8.6 Information. The Information delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are, and at Closing will be (a) true and correct copies; and (b) in full force and effect.

8.7 No Notices of Violations. Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the development, use and occupation of the Property, including environmental, zoning, platting and other land use requirements which have not been heretofore corrected to the satisfaction of the appropriate governmental authority.

8.8 Compliance with Law. To Seller's actual knowledge, the Property and the existing uses of the Property, are in material compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof, including those pertaining to zoning, building, housing, water, use, safety, fire, health and the environment.

8.9 No Litigation or Proceedings. There are no actions, suits, proceedings or investigations pending or, to Seller's actual knowledge, threatened, before any agency, court, or

other governmental authority which relates to the ownership, maintenance, development or operation of the Property or which could become a liability of Buyer or the Property or any portion thereof following Closing.

8.10 Condemnation.

8.10.1 Eminent Domain Proceedings. To Seller's actual knowledge, there is no condemnation or eminent domain proceeding affecting the Property or any portion thereof currently pending or threatened.

8.10.2 Takings by Eminent Domain. There have been no takings by condemnation or eminent domain of any land of which the Property was a part and for which compensation has not been paid or for which compensation has been paid within the past three (3) years.

8.11 No Defaults. Seller is not in default and has not received notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way, or easements which may affect Seller in respect to the Property or may affect the Property or any portion thereof and no condition exists that with the passage of time or giving notice or both would constitute such a default.

8.12 Seller Not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Buyer at Closing a Certificate of Nonforeign Status, in a form reasonably acceptable to Buyer certifying the correctness of this Subsection.

8.13 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Seller, threatened by or against Seller.

8.14 No Mechanics' Liens. To Seller's actual knowledge, there are no pending or threatened mechanics' or materialmen's liens recorded against the Property.

8.15 Special Assessments. To Seller's actual knowledge, no special or general assessments have been levied on or with respect to the Property that are unpaid by Seller as of the date hereof, or that will be unpaid by Seller as of the date of Closing.

8.16 Zoning. The Property is currently zoned RA.

8.17 Environmental Conditions. To Seller's actual knowledge, no Hazardous Substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations, excepting only normal farming chemicals and nitrates.

8.18 No Fill or Proper Compaction. To Seller's actual knowledge, the Property is not filled or if filled, it has been filled properly and Seller shall provide Buyer with letters of compaction or other information evidencing such to Buyer's satisfaction.

8.19 Association. To Seller's actual knowledge, Seller represents and warrants that there is no association or other private entity or group which has approval or assessment rights

against the Property. Seller represents and warrants that it is not in default or received any notice of violation from such association and all dues, assessments or other amounts assessed by said association have been paid in full by Seller.

8.20 Representations to Be Correct at Closing. All of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the Execution Date and as of the Closing.

8.21 No Untrue Statements. None of the foregoing representations and warranties contain any untrue statement or material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

8.22 Corrective Notices; Liability. If after the Execution Date, but prior to the Closing Date, Seller becomes aware that any of Seller's representations set forth herein are no longer true and correct, then Seller shall provide Buyer with written notice stating that Seller believes that such representations are no longer accurate and the general nature of the change. Within ten (10) business days after receipt of such notice, Buyer shall either: (a) terminate this Agreement and the Deposit shall be returned to Buyer (in which event Buyer shall retain its right to recover its actual damages, limited to actual out-of-pocket expenses, incurred by Buyer and determined according to proof, if any, resulting from such inaccuracy); or (b) waive its rights on such account and elect to consummate the transaction herein contemplated, in which event Buyer shall be deemed to have waived all rights and remedies with respect to those matters specifically set forth in such notice. Notwithstanding the foregoing, nothing in this Agreement shall limit Buyer's rights and remedies if such representation or warranty was intentionally or willfully misrepresented by Seller to Buyer as of the Execution Date or if Buyer discovers an incorrect material representation or warranty following the Closing Date which Seller had knowledge of before Closing and failed to disclose to Buyer.

9. Buyer's Warranties and Representations.

Buyer represents and warrants to Seller as follows:

9.1 Authority. Buyer is fully authorized to enter into and perform its obligations under this Agreement and any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement.

9.2 No Defaults. To the best of Buyer's knowledge, neither Buyer's execution of this Agreement nor Buyer's performance of its obligations hereunder will violate, or constitute a default under or breach of, any agreement between Buyer and any third party or by which Buyer is bound.

9.3 No Proceedings. There is neither pending nor, to the knowledge of Buyer, any threatened legal action, arbitration or administrative hearing before any governmental authority to which Buyer is a party and which could enjoin or restrict Buyer's right or ability to perform its obligations under this Agreement.

9.4 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Buyer, threatened by or against Buyer.

9.5 No Untrue Statements. None of the foregoing representations and warranties contain any untrue statement or material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

9.6 Representations. All representations and warranties contained in this Section shall be deemed made as of the Execution Date, shall be renewed as of the Closing and shall survive the Closing.

10. Survival of Warranties and Representations.

Notwithstanding anything to the contrary in this Agreement, all covenants contained in this Agreement which by their nature impliedly or expressly involve performance after Closing and all representations and warranties of Seller contained in this Agreement shall survive Closing for a period of twelve (12) months following the Closing Date. Any inspection of the Property or of Seller's records, by Buyer or its representatives shall not be construed as a waiver of any representation or warranty contained in this Agreement.

11. Brokers. Buyer represents that it is not represented by a broker other than Mosaic Realty, LLC ("Buyer's Broker"), who shall be paid a fee of \$25,000 in connection with the Closing under this Agreement. Seller represents that it is not represented by a broker and is not responsible for the payment of any commission other than to NAI Michael Companies ("Seller's Broker") in the amount of 5% of the Purchase Price (Seller's Broker and Buyer's Broker may be collectively referred to as "Broker"). Seller agrees to pay at Closing to any and all brokers, including without limitation, Buyer's Broker and Seller's Broker, or any finder or any other party who claims a commission, fees or other cost arising from or related to the sale contemplated by this Agreement (collectively, the "Brokers' Commission"). Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, costs, damage or expenses (including reasonable attorney fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party (or others on its behalf) for a commission, finder's fee or similar compensation made by any other broker, finder, or party who claims to have dealt with such Party other than Broker. The provisions of this Section shall survive the Closing or termination of this Agreement.

12. Miscellaneous.

12.1 Notices. Whenever a Party to this Agreement is required or permitted under this Agreement to provide the other Party with any notice, request, demand, consent or approval ("Notices"), the Notices will be given in writing and will be delivered to the other Party at the address or facsimile number set forth below: (a) personally; (b) by a reputable overnight courier service; (c) by certified mail, postage prepaid, return receipt requested; or (d) by facsimile transmission. Either Party may change its address for Notices by written notice to the other Party delivered in the manner set forth above. Notices will be deemed to have been duly given: (1) on the date personally delivered; (2) one (1) Business Day after delivery to an overnight courier service with next-day service requested; (3) on the third (3rd) Business day after mailing, if mailed using certified mail; or (4) on the date sent when delivered by facsimile (so long as the sender receives electronic confirmation of receipt and a copy of the Notice is sent by one of the other means permitted hereunder on or before the next Business Day).

IF TO BUYER: Seasons Residential Treatment Program, LLC
c/o Strategic Behavioral Health
8925 Tournament Drive, Suite 201
Memphis, Tennessee 38125
Attn: Ty Johnson
Telephone: 202 495 9797 (cell)
ty.johnson@straegicbh.com

With a copy to: Mike Garone
Director of Development
Strategic Behavioral Health
8295 Tournament Drive, Suite 201
Memphis, Tennessee 38125
Telephone: Office (901) 969-3100
Cell (901) 277-6522
Fax: _____

With a copy to: David K. West
Principal Broker
Mosaic Realty, LLC
8002 Quill Point Drive
Bowie, MD 20720
(202) 251-7056 direct
Fax: _____

With a copy to: Laurence Roscher, Esq.
Roscher & Associates, P.C.
7910 Woodmont Avenue, Suite 1320
Bethesda, MD 20814
Telephone: (301) 312-8561
Fax: (301) 312-8579
lroscher@roscherlaw.com

IF TO SELLER: Archdiocese of Washington
Attn: Director of Real Estate
5001 Eastern Ave.
Hyattsville, MD 20782
Telephone: 301-853-4522
Fax: 301-853-7662

With a copy to: Archdiocese of Washington
Attn: Office of General Counsel
5001 Eastern Ave.
Hyattsville, MD 20782
Telephone: 301-853-4495
Fax: 301-853-7662

12.2 Assignment. Except as otherwise specifically provided for herein, the Parties shall be entitled to assign their rights and obligations under this Agreement only upon obtaining the other Party's prior written consent, which will not be unreasonably withheld; notwithstanding the foregoing, the Buyer shall have the right to assign this Agreement, without the Seller's consent, to any related or affiliated entity. Unless otherwise agreed by a Party in writing, no such assignment shall release the other Party from its obligations under this Agreement.

12.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by the Party or Parties asserted to be bound thereby.

12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located without regard to the conflict of laws principles of such state. The federal and state courts within the state where the Property is located shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. All parties hereto expressly consent to:

12.4.1 the personal jurisdiction of the federal and state courts within the county and state within which the Property is located and

12.4.2 service of process being effected upon them by registered mail sent to the addresses set forth in Subsection 12.1.

12.5 Merger of Prior Agreements. This Agreement and the exhibits hereto constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof. Each Party acknowledges and agrees that except for the specific representations, warranties and covenants contained in this Agreement, the other Party and its agents have not made any representations, warranties or covenants to it.

12.6 Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

12.7 No Joint Venture or Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder. Notwithstanding the foregoing, SBH is an intended third party beneficiary of Section 3.2.2, and shall be entitled to enforce such provisions in any court and to obtain any legal or equitable remedy for breach thereof in accordance with applicable law.

12.8 Further Acts. Each Party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

12.9 Professional Fees and Costs. If any legal or equitable action, appeal, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement, or because of an

alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing Party or Parties in such undertaking (or the Party that would prevail if an action were brought) shall be entitled to recover reasonable attorney and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding or discussions, in addition to any other relief to which such Party may be entitled. The Parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such Party reasonably incurs expenses. The provisions of this Section shall survive the Closing or termination of this Agreement.

12.10 Dates of Performance. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally recognized holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

12.11 Counterparts and Execution by Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by the Party so delivering such a copy. The Party so delivering such a copy via electronic communication shall deliver an executed original of this Agreement to the other Party within five (5) business days of the date of delivery of the electronic communication.

12.12 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise make ineffective any other provision of this Agreement.

12.13 Eminent Domain. If prior to the date of the Closing, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the Property under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may terminate this Agreement and this Agreement shall be null and void, whereupon the full amount of the Deposit, minus one-half (½) the escrow cancellation fee, shall be paid by Escrow Agent to Buyer, and all Parties shall thereupon be relieved of all further liability hereunder. If Buyer does not terminate this Agreement, and the Closing occurs, then Buyer shall be entitled to the proceeds of any condemnation award available.

12.14 Development Applications. Seller agrees to cooperate with Buyer in conjunction with any development applications or permit applications which Buyer may desire to submit to governmental authorities while this Agreement is in force, provided that Buyer pays all expenses associated with any of the foregoing documents or processes and that no agreement to be executed by Seller is binding upon Seller or the Property unless and until the Closing.

12.15 No Public Disclosure. Before the Closing, neither Buyer nor Seller shall make any public release of information regarding the matters contemplated herein, except as mutually agreed to in writing by Buyer and Seller. Seller acknowledges and agrees that the transactions contemplated by this Agreement, and Buyer's plans for the Property and matters related thereto, are not otherwise known by or readily available to the public and the plans, persons involved, terms, conditions and negotiations concerning the same shall be held in the strictest confidence



by Seller and shall not be disclosed by Seller except to its counsel, and except and only to the extent that such disclosure may be necessary for its performance hereunder. Seller agrees that it shall instruct each of its counsel to maintain the confidentiality of such information. The provisions of this Section shall survive any termination of this Agreement.

(signatures appear on next page)



IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year set forth below. The latest date of execution by the Parties set forth below shall be deemed the "Execution Date" of this Agreement.

SELLER:

ROMAN CATHOLIC ARCHDIOCESE OF
WASHINGTON, a corporation sole

By: _____

Its: _____

Dated: _____

BUYER:

SEASONS RESIDENTIAL TREATMENT PROGRAM,
LLC, a Maryland limited liability company

By:  _____

Its: CEO 1 year's Total

Dated: 9/20/17

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Beginning For the same at an iron pipe set at the Southeast corner of the original tract and thence with the southerly line North $89^{\circ} 02' 44''$ West 492.00 feet to a stone found and thence North $17^{\circ} 05' 20''$ West 371.79 feet to a cedar stab found and thence North $65^{\circ} 25' 24''$ West 781.58 feet to a point in Allentown Road passing over an iron pipe set 20.90 feet from the end of this course and thence with said road North $17^{\circ} 51' 56''$ East 470.78 feet to a point and thence with the southerly line of PEPCO 80.00 foot right of way South $64^{\circ} 19' 19''$ East 1088.00 feet to an iron pipe set passing over an iron pipe set 11.28 feet from the beginning of this course and thence with the westerly line of the "Crawford" property which is described in Liber 757 at folio 931 among the land records of Prince Georges County, Maryland, the following two courses and distances (1) South $22^{\circ} 48' 08''$ East 367.00 feet to a cedar stab found and thence (2) South $07^{\circ} 47' 44''$ East 330.00 feet to the point of beginning and containing 16.00334 acres of land more or less.

Assessed as 16.01 acres; Tax Account No. 09-0923334

