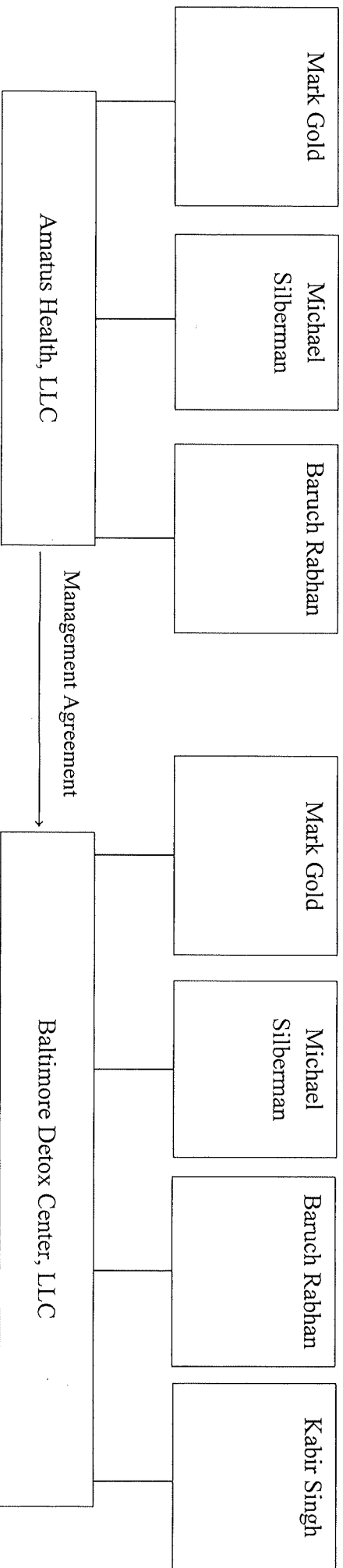


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Attachment 13





**MARYLAND DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH ADMINISTRATION
BLAND BRYANT BUILDING
55 WADE AVENUE
CATONSVILLE, MARYLAND 21228**

License No.: **BH000805**

Issued to:

**Foundations Recovery Center, LLC
1825 Woodlawn Drive, Suite 204
Woodlawn, MD 21207**


Type of Program/Service Level:

**LEVEL 1 OUTPATIENT TREATMENT
LEVEL 2.1 INTENSIVE OUTPATIENT TREATMENT
LEVEL 2.5 PARTIAL HOSPITALIZATION TREATMENT**

Effective Date: **May 18, 2018**

Authority to operate in the State is granted to the above entity pursuant to the Health-General Article, Sections 7.5 - 204, 8-44, and 10.901, Annotated Code of Maryland, and is subject to any and all statutory provisions, including all applicable rules and regulations promulgated thereunder. This document is not transferable and may be revoked by the Department.

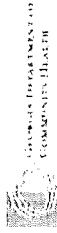
Expiration Date: **March 31, 2019**



Deputy Secretary for Behavioral Health

(Not Transferable)

Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.



STATE OF GEORGIA
DRUG ABUSE TREATMENT AND EDUCATION PROGRAM PERMIT

This is to certify that a permit is hereby granted to:

EAST POINT RECOVERY CENTER, LLC

located at:

10000 Highway 100, East Point, Georgia 30427

for the purpose of providing drug abuse treatment and education program for adults (male and female) ages 18 and older w/ partial hospitalization.

EAST POINT RECOVERY CENTER

located at:

10000 Highway 100, East Point, Georgia 30427

for the purpose of providing intensive outpatient drug abuse treatment and education program for adults (male and female) ages 18 and older w/ partial hospitalization.

ASAM Level:

1 (OUTPATIENT); 2 (INTENSIVE OUTPATIENT); 3 (PARTIAL HOSPITALIZATION);

Said facility and premises are located at:

EAST POINT

City of:

GA.

State of:

GA.

County of:

FULTON

Address:

3187 WASHINGTON ROAD

City:

East Point

State:

Georgia

Permit No.:

0660-003-D

Issue Date:

May 22, 2018

Expiration Date:

May 22, 2019

and remains in effect unless notice of suspension

is received by the Department of Community Health, Official Code of Georgia, Title 28, Chapter 5 and

provides that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued.

THIS PERMIT IS NOT TRANSFERABLE.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Melanie Simon

Medical State Director



hio MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

Behavioral Health Certification

CERTIFICATE OF SERVICES

for

Midwest Detox Center

Certification Number: 01-7617

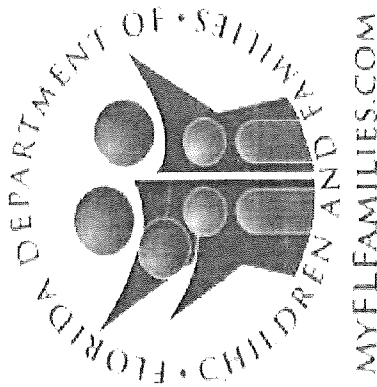
Issued: April 20, 2018

Expires: April 19, 2021

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets minimum standards and is hereby certified to provide behavioral health services and activities at the location(s) specified:

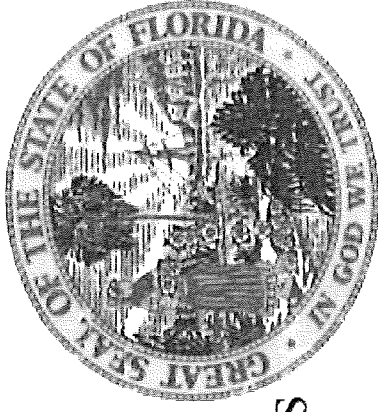
Residential, Withdrawal Management, Inpatient SUD

Director, Ohio Department of Mental Health and Addiction Services



State of Florida

Department of Children and Families



CERTIFIES

Coconut Grove Recovery d/b/a More Life Recovery Center

5001 Hollywood Boulevard
Hollywood, Florida 33021

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services
for Adults only for the following component(s):

Day or Night Treatment with Community Housing, Intensive Outpatient Treatment and Outpatient Treatment

Suzette B. Fleischmann
Suzette B. Fleischmann, LMHC
Behavioral Healthcare Services Director

Sarah Kennedy-Liccardi
Sarah Kennedy-Liccardi, MS
Substance Abuse Coordinator

February 01, 2018

Effective Date

REGULAR

Type of License

1347509228801

License Number

January 30, 2019

Expiration Date

State of Florida
Department of Children and Families
CERTIFIES
Healing Solution Center LLC

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Outpatient Treatment

located at:

Site: Breakthrough Detox
Center

1380 NE Miami Gardens Drive Ste
138A & 138B
Miami, FL 33179



Signature Date: 6/22/2018

Effective Date: 3/5/2018

Expiration Date: 3/4/2019

License Type: Regular

Yamile Diaz

State of Florida

Department of Children and Families

CERTIFIES

Healing Solution Center LLC

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Intensive Outpatient Treatment

located at:

Site: Breakthrough Detox
Center

1380 NE Miami Gardens Drive Ste
138A & 138B
Miami, FL 33179



Signature Date: 6/22/2018

Effective Date: 3/5/2018

Expiration Date: 3/4/2019

License Type: Regular

Yamile Diaz

State of Florida

Department of Children and Families

CERTIFIES

Healing Solution Center LLC

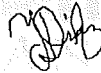
is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Day or Night Treatment with Community Housing

located at:

Site: Breakthrough Detox
Center

1380 NE Miami Gardens Drive Ste
138A & 138B
Miami, FL 33179



Signature Date: 6/22/2018

Effective Date: 3/5/2018

Expiration Date: 3/4/2019

License Type: Regular

Yamile Diaz

March 15, 2018

Matthew Dore
Foundation Recovery LLC
1825 Woodlawn Drive
Woodlawn, MD 21207

Dear Mr. Dore:

It is my pleasure to inform you that Foundation Recovery LLC has been issued CARF accreditation based on its recent survey. The Preliminary Accreditation applies to the following program(s)/service(s):

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Partial Hospitalization: Alcohol and Other Drugs/Addictions (Adults)

Your organization will remain accredited until CARF notifies it of the outcome of the full survey that will occur approximately six months after the currently anticipated commencement of service delivery (unless the full survey does not occur at that time for reasons beyond CARF's control).

This achievement is an indication of your organization's dedication and commitment to improving the quality of life of persons to be served. The condition of the physical location, program and staffing plans, and other documentation indicates the willingness and ability to maintain accreditation.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A quality improvement plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 45 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

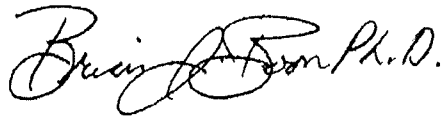
Your organization should take pride in achieving accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

Please note that a new standards manual is issued July 1 of each year, so please ensure that your organization is utilizing the correct manual when its full survey occurs. If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Kathy Lauerman by email at klauerman@carf.org or telephone at (888) 281-6531, extension 7168.

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in cursive script that reads "Brian J. Boon Ph.D.".

Brian J. Boon, Ph.D.
President/CEO

Enclosures

June 8, 2018

Nicholas Albaugh
Midwest Recovery Center
1757 Indian Wood Circle
Maumee, OH 43537

Dear Mr. Albaugh:

It is my pleasure to inform you that Midwest Recovery Center has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Partial Hospitalization: Alcohol and Other Drugs/Addictions (Adults)

This accreditation will extend through April 30, 2021. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

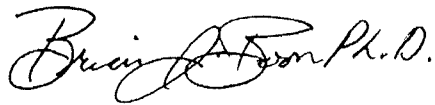
Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Nancy Bradley by email at nbradley@carf.org or telephone at (888) 281-6531, extension 7145.

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in black ink that reads "Brian J. Boon Ph.D." in a cursive style.

Brian J. Boon, Ph.D.
President/CEO

Enclosures

June 8, 2018

Nicholas Albaugh
Midwest Detox Center
1757 Indian Wood Circle
Maumee, OH 43537

Dear Mr. Albaugh:

It is my pleasure to inform you that Midwest Detox Center has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Detoxification/Withdrawal Management: Alcohol and Other Drugs/Addictions
(Adults)

This accreditation will extend through April 30, 2021. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

Please note that the enclosed accreditation report identifies no recommendations. This accomplishment is achieved on only 3 percent of CARF surveys.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation.

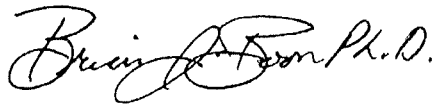
Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation, you are encouraged to seek support from Nancy Bradley by email at nbradley@carf.org or telephone at (888) 281-6531, extension 7145.

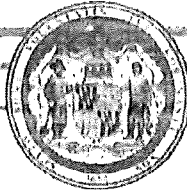
CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in cursive script that reads "Brian J. Boon Ph.D.".

Brian J. Boon, Ph.D.
President/CEO

Enclosures



**MARYLAND DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH ADMINISTRATION
BLAND BRYANT BUILDING
55 WADE AVENUE
CATONSVILLE, MARYLAND 21228**

License No.: **BH000468**

Fresh Start Recovery Center, LLC
15886B Gaither Drive
Gaithersburg, MD 20877

Type of Program/Service Level:

LEVEL 1 OUTPATIENT TREATMENT

LEVEL 2.1 INTENSIVE OUTPATIENT TREATMENT

LEVEL 2.5 PARTIAL HOSPITALIZATION TREATMENT

Effective Date: **March 16, 2018**

Authority to operate in the State is granted to the above entity pursuant to the Health-General Article, Sections 7.5-204, 7.5-205, 7.5-401, 7.5-402, 7.5-403, and 7.5-404, Annotated Code of Maryland, and is subject to any and all statutory provisions, including all applicable rules and regulations promulgated thereunder. This document is not transferable and may be revoked by the Department.

Expiration Date: **March 31, 2021**

A handwritten signature in cursive script, appearing to read "Barbara Bazyn", written over a horizontal line.

Deputy Secretary for Behavioral Health

(Not Transferable)

Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made this ___ day of _____, 2018, by and between WOODLAWN HOLDINGS, LLC, a Maryland limited liability company (hereinafter referred to as "Landlord"), and BALTIMORE DETOX CENTER, LLC, a Maryland limited liability company (hereinafter called the "Tenant").

WITNESSETH, that the parties hereby covenant, promise and agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth below for all purposes in this Lease.

- (a) Property: 1825 Woodlawn Drive, Baltimore, Maryland 21207
- (b) Leased Premises: Suite 204
- (c) Rentable Square Feet: Approximately 4,706 +/-
- (d) Lease Term: Ten (10) Years
- (e) Lease Commencement Date: TBD
- (f) Lease Expiration Date: TBD
- (g) Rent Commencement Date: Lease Commencement Date
- (h) Fixed Minimum Rent: Twenty-Two and 00/100 Dollars (\$22.00) per rentable square foot, totaling One Hundred Fourteen Thousand Four Hundred and 00/100 Dollars (\$114,400.00) for the first lease year, payable in equal monthly installments of Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33)
- (i) Annual Fixed Minimum Rent Escalation Percentage: 3% (beginning in year 4)
- (j) Pro-Rata Share for Operating Expenses and Real Estate Taxes: 49.5/100 percent (49.5%) ("Tenant's Portion")
- (k) Security Deposit: Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33)
- (l) Permitted Use of Premises: Detox / Residential Recovery Center
- (m) Tenant's Advertised Name: Baltimore Detox Center
- (n) Address for Notices to Tenant: 1825 Woodlawn Drive, Suite 204, Baltimore, Maryland 21207
- (o) Address for Notices to Landlord: c/o Southvale Group, 502 Washington Avenue, 8th Floor, Towson, Maryland 21204

2. LEASED PREMISES. Landlord is the owner of the Property. Landlord does hereby lease unto Tenant and Tenant does hereby rent from Landlord the "Leased Premises" as more particularly described on Exhibit "A" attached hereto, incorporated herein and initialed by the parties.

3. TERM. This Lease shall be for an initial term of seven (10) years (the "Lease Term") commencing at 12:01 a.m. on Lease Commencement Date. Each respective period of twelve (12) successive calendar months during the Lease Term or any renewals thereof commencing with the first full calendar month during the Lease Term shall be hereinafter referred to as the "Lease Year".

In the event that the Landlord shall be unable, by reason of construction or other delays which are not the fault of the Landlord, to deliver possession of the Leased Premises on the Lease Commencement Date, then this Lease shall nevertheless continue in full force and effect, and Tenant shall have no right to rescind, cancel or terminate the same if possession is given within forty-five (45) days thereafter; provided, however, that in such event Tenant's liability for rent shall commence on the date on which Landlord shall deliver possession to Tenant, which date shall thereafter be deemed the Lease Commencement Date for all purposes of the Lease. Whether or not Landlord shall deliver possession of the Leased Premises on the Lease Commencement Date, or within such additional forty-five day period, Tenant agrees that in no event shall Landlord be liable for damages, if any, sustained by Tenant as a result of Landlord's failure to deliver possession.

On the Lease Commencement Date or such later date as Landlord may request, Tenant shall promptly enter into one or more supplementary written agreements in such form as Landlord shall prescribe, thereby specifying the date as of which the Lease Term shall have begun, and also of which the Lease Term shall end.

4. SECURITY DEPOSIT. Tenant, contemporaneously with the execution of this Lease, shall deposit with Landlord the sum of Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33), as a security deposit (the "Deposit") which, to the extent the same has not been applied or exhausted pursuant to the further terms hereof, shall be returned by Landlord to Tenant following the expiration of the Lease Term. Landlord shall have the right to apply the Deposit to cure any breach by Tenant of any of Tenant's obligations or duties pursuant to this Lease, and Landlord shall be entitled upon any such application of the Deposit to require Tenant immediately to restore the same to the dollar amount set forth in this Section. Landlord shall be entitled to the full use of the Deposit, shall not be required to escrow or otherwise segregate the Deposit, and no interest shall accrue thereon or be paid or payable by Landlord with respect to the Deposit.

5. USE. Permitted Use as set forth above.

6. BASIC ANNUAL RENT. Tenant shall pay to Landlord during the Lease Term "Basic Annual Rent" of One Hundred Fourteen Thousand Four Hundred and 00/100 Dollars (\$114,400.00) for the first lease year, payable in equal monthly installments of Nine Thousand Five Hundred Thirty-Three and 33/100 Dollars (\$9,533.33) without any deductions or set-offs, and without demand, in advance on the First of each and every calendar month and shall be

applicable to the next succeeding month during the Lease Term first year; provided, however, that if the Lease Term shall commence on a day other than the first day of a month, Tenant shall pay on the Lease Commencement Date for the fractional part of a month at the beginning of the term, a prorated amount of one month's rent. **Notwithstanding anything to the contrary herein contained, monthly rent for the first six (6) months of the Lease Term (the first of which is a partial month) shall be abated by Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per month, so that monthly rent for the first six (6) months shall be Five Thousand Thirty-Three and 33/100 Dollars (\$5,033.33).** Subject to the preceding sentence, the Annual Rent and Renewal Rates increase as follows:

<u>RENTAL RATE</u>	<u>ANNUAL RATE</u>	<u>MONTHLY RATE</u>
Lease Year # 1	\$ 114,400.00	\$9,533.33
Lease Year # 2	\$ 114,400.00	\$9,533.33
Lease Year # 3	\$ 114,400.00	\$9,533.33
Lease Year # 4	\$ 117,832.00	\$9,819.33
Lease Year #5	\$ 121,366.96	\$10,113.91
Lease Year # 6	\$ 125,007.97	\$10,417.33
Lease Year # 7	\$ 128,758.20	\$10,729.85

7. ADDITIONAL DEFINITIONS. For the purposes of this Lease, the following meanings or definitions shall apply:

(a) "Base Tax Year" shall mean July 1, 2017, through June 30, 2018.

(b) "Taxes" shall mean any present or future federal, state, municipal, local and/or any other taxes, assessments, levies, benefit charges, and/or other governmental and/or private impositions, levied, assessed and/or agreed to be imposed upon the Real Property of which the Leased Premises are a part or any part or parts of said Real Property, or upon the rent due and payable hereunder, whether or not now customary or within the contemplation of the parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, foreseen or unforeseen, or similar or dissimilar to any of the foregoing but shall not include any inheritance, estate, succession, income, profits or franchise tax, provided, however, if at any time during the Lease Term or any extension thereof the methods of taxation prevailing at the commencement of the term shall be altered or eliminated so as to cause the whole or any part of the replaced by a levy, assessment or imposition, wholly or partly as a capital levy, or otherwise, on the rents or income (provided the tax on such income is not a tax levied on taxable income generally) received from the Property, wholly or partly in place of an imposition on or as a substitute for, issued against the Real Property, then the charge to Landlord resulting from such altered or replacement method of taxation shall be deemed to be within the definition of "Taxes". At Tenant's request or on its own option, landlord may contest any increase in Taxes or in the assessments of the Real Property. If Tenant requests that the Landlord pursue such contest and Landlord refuses to do so, then the Tenant may pursue such contest in the Landlord's name, but any such (including attorney's fees and cost)

incurred by Landlord in contesting any increase in Taxes or any increase in the assessment of the Real Property shall be included as an item of Taxes for the purpose of computing additional rent due hereunder.

(c) "Real Property" shall mean the Property, the lot upon which the Property is situated and all fixtures, equipment and other improvements in or upon said land and/or Property, and shall include the sidewalks, areaways, parking areas, loading areas, gardens and lawns.

(d) "Insurance" shall mean all insurance of whatsoever nature kept or caused to be kept by Landlord out of or in connection with its ownership of the Property and/or on the Real Property, the Property, equipment, fixtures and other improvements installed and/or owned by Landlord and used in all alterations, rebuildings, replacements and additions thereto, including, but not limited to, insurance insuring the same against loss or damage by, or abatement of rental income contingencies (including, but not limited to, war risk insurance, if available), liability and indemnity insurance.

8. RENT ADJUSTMENT - TAXES. In the event that the Taxes levied or assessed against the Real Property or the Property for any tax year while this Lease is in effect shall be greater than the Taxes attributable to the Base Tax Year, Tenant shall pay to Landlord, as additional rent during the lease year in which such tax increase takes place and during each lease year thereafter (subject to further adjustment in the event of other increases in Taxes), its Portion of such increase.

As of the date of this Lease, the tax year is a fiscal year commencing July 1. If the appropriate authorities shall hereafter change the tax year to a calendar year, or to a fiscal year commencing on a date rather than July 1, appropriate adjustments shall be made in the computation of additional rent due hereunder.

RENT ADJUSTMENT - INSURANCE. Tenant agrees to pay, as additional rent, within thirty (30) days after being billed therefore by Landlord, which bill shall be accompanied by copies of supporting invoices, 49.5% of any and all increases in the insurance premiums charged Landlord; for Landlord's fire, extended coverage and liability insurances, including umbrella coverage with respect to the Property, over and above those insurance premiums for comparable insurances that were charged Landlord during the first Lease Year.

RENT ADJUSTMENT - COMMON AREA EXPENSES. In the event that the common area expenses incurred by the Landlord for any year while this Lease is in effect shall be greater than the common area expenses attributable to the first Lease year, Tenant shall pay to the Landlord, as additional rent during the Lease year thereafter (subject to further adjustment in the event of other increases in common area expenses), its portion of such increase.

Common area expenses are those expenses incurred by the Landlord in connection with the Landlord's maintenance and repair of the common areas of the Real Property, including, but not limited to the driveways, parking areas, sidewalks and steps and in keeping same free and clear of ice, snow, and debris; maintenance of all grass and landscaping on the Real Property, including any utility rooms and security systems, and repair of normal wear and tear

of the roof and caulking; trash removal from dumpsters on the Real Property, if any; and monitoring and repairing all common utilities, including water, sewage, unmetered or metered sprinkler and exterior electrical utilities and lighting on the Real Property. Accordingly, Tenant hereby agrees to pay to Landlord, as additional rent, and simultaneously with the monthly payments of Basic Annual Rent, 49.5% per month as Tenant's portion, of total cost of increases in common area expenses, plus an additional 49.5% of any increases in water and sewer expenses after the first Lease year.

9. UTILITIES. Tenant shall pay on a timely basis to the appropriate utility or other supplier, all charges for electricity, light, heat, and power, telephone and other communication services, used, rendered, and/or supplied upon or in connection with the Leased Premises.

10. PAYMENTS. All payments or installments of any rent hereunder and all sums whatsoever due under this Lease (including attorney's fees) shall be deemed to be additional rent and shall be paid to Landlord at the address designated for notice to Landlord herein, or as otherwise designated by Landlord, and if not paid within ten days of when due, shall bear a late charge equal to 10% of the total rent in arrears in consideration of Landlord's additional expense caused by such failure to pay. In addition, Tenant covenants and agrees to pay Landlord, as additional rent hereunder, interest on the unpaid balance of any moneys overdue hereunder in the amount of one and one-half percent (1.5%) per month (or portion thereof) until such monies are paid in full. Such late charges and interest shall be payable simultaneously with the arrearages payment, without demand. Time is of the essence with respect to Tenant's monetary obligations in this Lease. Although payments provided by this Section 10 are measured and determined by increases in Taxes, common area expenses, and charges for utilities, said payments are, and shall be deemed to be, additional rent. Tenant's payment of an increase in its share of common area expenses shall be without prejudice to Tenant's right to verify such expenses pursuant to Section 9 of this Lease and without prejudice to Tenant's right to contest the accuracy of the adjustment in its share of common area expenses, based on such verification. However, Tenant shall pay the full amount of its share, so adjusted, pending resolution of any dispute as to Tenant's share of common area expenses. Any additional rent called for in this Section 10 shall be due within thirty (30) days after the Landlord has submitted a written statement to Tenant showing the amount due, and Tenant's obligation to pay such additional rent shall survive the termination of this Lease.

11. REQUIREMENTS OF THE LAW. Tenant shall, at the sole cost and expense of Tenant, observe and comply with all laws, requirements, rules, orders, ordinances and regulations applicable to the Leased Premises, the Real Property or the Property, and agrees to comply with all Rules and Regulations attached hereto as Exhibit B.

12. TENANT'S IMPROVEMENTS. Tenant shall not make any alterations, installations, additions and/or improvements to the Lease Premises, including but not limited to, the installation of any fixture, equipment, appliances or other apparatus (collectively, the "Work"), without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord, which consent or approval shall not be unreasonably withheld. All such Work shall be done under the general supervision of Landlord to assure standard quality improvements on the Real Property. All such Work done by movable furniture and trade fixtures put in at the expense of Tenant, shall be property of Landlord shall remain upon and be surrendered with the Leased Premises at the termination of this Lease without molestation or

injury; provided, however, that Landlord may elect to require Tenant to remove all or any part of said Work at the expiration of this Lease, in which event such removal shall be done at Tenant's Sole cost and expense. Tenant shall, at its sole cost and expense, repair any damage to the Leased Premises and or the Property caused by such removal or by the removal of its personality.

13. CONDITION OF PREMISES. Tenant shall at all times during the Lease Term take good care of and keep the Leased Premises and the improvements, fixtures, equipment and appurtenances therein (including, but not limited to, interior locks and hardware, pipes, plumbing, water and sewer machinery, and light fixtures) in good order and condition necessary repairs thereto resulting from Tenant's use and occupancy of the Leased Premises or from the acts or omissions of the Tenant, its agents, employees, or visitors, including but not limited to normal wear and tear. Said repairs shall be in quality and class at least equal to the original work. At the expiration of the Lease Term, or at the sooner termination of this Lease as herein provided, Tenant shall deliver up the Leased Premises in the same good order and condition, reasonable wear and tear excepted, as at the beginning of the tenancy, broom clean and (subject to the provisions of paragraph 7) Tenant shall remove all of its property and/or property maintained and/or stored for or on the account of others therefrom prior to such termination. Landlord shall maintain the structured shell including exterior walls (but excluding windows), downspouts, and the roof, so long as such maintenance is not required as a result of any acts of Tenant, or Tenant's agents, employees or visitors.

14. CONDUCT ON PREMISES. Tenant shall not do, or permit anything to be done in the Leased Premises, or bring or keep anything therein which will, in any way, increase the rate of fire or other insurance maintained on the Real Property by Landlord, or invalidate or conflict with the fire insurance policies on the Real Property; obstruct or interfere with the rights of Landlord or other tenants; or interfere with the good order of the Property. Tenant agrees that any increase in fire or other insurance premiums on the Real Property and/or the contents thereof caused by the use of occupancy of Tenant shall, as they occur or accrue, be added to the rent heretofore reserved and be paid as a part thereof; and Landlord shall have all the rights and remedies for the collection of same as are conferred upon Landlord for the collection of rent provided to be paid pursuant to the terms of this Lease.

15. INSURANCE. At all times during the Lease Term, Tenant, at its sole cost and expense and as additional rental, shall provide and keep in full force and effect a policy of public liability and property damage insurance, naming Landlord as an insured, with respect to the Lease Premises and the business of Tenant in, on within, from or connected with the Leased business of Tenant in, on within, from or connected with the Leased Premises, pursuant to which the limits of liability shall be Two Million Dollars (\$2,000,000.00) in respect to injuries to or death of any one or more person in respect to any one occurrence and in respect to destruction or damage to property shall be One Hundred Thousand Dollars (\$100,000.00). Said insurance policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Said insurance policy shall be carried with an insurance company approved by Landlord, and a certificate of insurance shall be delivered to Landlord at the inception of each policy and renewal thereof. This approval cannot be unreasonably withheld.

16. MECHANICS' AND MATERIALMEN'S LIENS AND OTHER LIENS. Tenant shall not do or suffer to be done any act, matter or thing whereby the Leased Premises (or Tenant's interest therein), or any part thereof, shall be encumbered by any mechanics' or materialmen's lien and/or any other lien or encumbrance. Tenant shall discharge, within thirty (30) days after the date of filing, any mechanic's or materialmen's liens filed against the Leased Premises (or Tenant's interest therein) or any part thereof or to be furnished to Tenant.

17. TENANT'S FAILURE TO PERFORM. In the event that Tenant shall fail, after fifteen (15) days written notice from landlord, to keep the Leased Premises in the state of condition and repair required by this Lease, to do any act and/or to perform any term of covenant on Tenant's part required under this Lease (other than the payment of rent or additional rent hereunder), Landlord may (at its option, but without being required to do so) immediately, or at any time thereafter and without notice, perform the same for the account of Tenant (including, but not limited to, entering upon the Leased Premises at any time to make repairs). Any costs incurred by landlord in so performing Tenant's obligations, together with an interest on such sums at a rate of one and one-half percent (1.5) per month, shall be deemed additional rent and shall be due within ten (10) days of receipt of a statement therefore from Landlord. All rights given to Landlord in this Section shall be in addition to any other right or remedy of Landlord herein contained.

18. LOSS, DAMAGE, INJURY.

(a) Tenant hereby expressly agrees that Landlord shall not be liable or responsible in any manner for any damage or destruction to the property of Tenant or any other person or entity and/or for injury or death to the person of Tenant or of any other person or entity directly or indirectly due to any cause whatsoever other than the willful misconduct or negligence of Landlord, or Landlord's contractors, servants, employees, agents, licensees and/or invitees.

(b) Tenant shall indemnify and hold harmless for all losses, costs and expenses (including attorney's fees), settlement payments and, whether or not reduced to final judgment, all liabilities, damages and/or fines paid, incurred or suffered by Landlord: (i) by reason of any breach, violation and/or nonperformance by Tenant and/or Tenant's servants, employees, agents, licensees or invitees, or any covenant or provision of this Lease: (ii) by reason of or arising out of the negligent occupancy or use by Tenant of the Leased Premises, the Property and or the Real Property, or any part thereof: (iii) by reason of or arising out of any claim, action, suite or proceeding, threatened instituted and/or made against Landlord, arising out of or in connection with Tenant's negligent use and/or occupancy of the Leased Premises; and/or (iv) from any other cause whatsoever due to the carelessness, negligence, intentional, wanton and/or improper conduct of Tenant and/or Tenant's contractors, servants, employees agents, licensees and/or invitees.

19. DESTRUCTION - FIRE OR OTHER CASUALTY. In the event or partial or total damage or destruction insured against by Landlord to the Leased Premises by fire, other casualty, or any other cause whatsoever (except condemnation), Tenant shall give immediate notice thereof to Landlord and (a) this Lease shall continue in full force and effect, and (b) Landlord, to the extent that insurance proceeds respecting such damage and destruction are subject to being utilized for and, in fact, may be utilized by Landlord therefore, shall thereupon cause such damage or destruction to property owned by Landlord to be repaired with

reasonable speed at the expense of Landlord, due allowance being made for reasonable delay which may arise by reason of adjustment or loss under insurance policies on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control, and to the extent that the Leased Premises are rendered untenable, the rent shall proportionately abate. In event the damage or destruction shall be so extensive to the Property as to render it uneconomical, in Landlord's opinion, to restore the Lease premises for the use of Tenant as specified herein or Landlord shall decide not to repair or rebuild the Property, this Lease, at the option of Landlord, shall be terminated upon written notice to Tenant, which notice shall be given within forth-five (45) days after such event, be paid to or adjusted as of the date of such damage, and the terms of this Lease shall expire by lapse of time upon the third day after such notice is mailed. Tenant shall thereupon vacate the Leased Premises and surrender the same to Landlord, but no such termination shall release tenant from any liability to Landlord arising from such damage or from any of the obligations or duties imposed on Tenant hereunder prior to such termination.

20. EMINENT DOMAIN. If all or substantially all of the entire Leased Premises shall be taken (either temporarily or permanently) for public purposes, or in the event Landlord shall convey or lease all of substantially all of the Real Property to any public authority in settlement of a threat of condemnation of taking, the rent shall be adjusted to the date of such taking or leasing or conveyance, and this Lease shall thereupon terminate. If only a portion of the Leased Premises shall be so taken, leased or condemned, and as a result of such partial taking, Tenant is reasonable able in Tenant's opinion to use the remainder of the Leased Premises for the purpose intended hereunder, then this Lease shall not terminate but, effective as of the date of such taking, leasing or condemnation, the rent hereunder shall be abated in an amount thereof proportionate to the area of the Lease Premises so taken, leased or condemned. In the event of a taking, leasing or condemnation as described in the Section, whether or not there is a termination hereunder, Tenant shall have no claim against Landlord, other than an adjustment of rent, to the date of taking, leasing or condemnation, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result or in settlement of such proceedings, or threat, except that Tenant shall be entitled to receive any portion of said damages allocated to or awarded on account of interruption of Tenant's business, relocation of Tenant's business operations, or a taking of Tenant's trade fixtures.

21. ASSIGNMENT. Tenant covenants and agrees that the Leased Premises shall be used and occupied only by Tenant and only for the purpose above mentioned, in a careful, safe and proper manner. Tenant, for itself, its heirs, distributees, personal representatives, legal representatives, successors, and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease, nor sublease, or use or permit the Leased Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent shall be given solely within the discretion of Landlord. In the event that Landlord shall give such consent, Tenant shall nevertheless remain primarily liable for the terms of this Lease and shall not be relieved from any liability whatsoever under this Lease. Tenant shall bear the reasonable legal review cost incurred by Landlord in connection with such assignment of sublease.

In the event that the amount of the rent to be paid to Tenant by an assignee or sublessee is greater than the rent required to be paid by Tenant to Landlord pursuant to this Lease, Tenant shall pay to landlord any such excess as is received by Tenant from such assignee or

sub lessee. Any consent by Landlord to an assignment of subletting of this Lease shall not constitute a waiver of the necessity of such consent to assign this Lease or to sublease all of any substantial portion of the Leased Premises, Landlord shall have the right and option to terminate this Lease, which right or option shall be exercisable by written notice from Landlord to Tenant within thirty (30) days from the date Tenant gives Landlord written notice of its intention to assign or sublease.

Any levy or sale in execution, or any assignment or sale in bankruptcy or insolvency, or the appointment of a receiver or trustee of any of the property of Tenant by a state or federal court, or the transfer of majority control of Tenant other than as a result of the death or disability of Tenant's present shareholder (whether by operation of law, sale, lease, transfer, gift, merger, consolidation or otherwise) to persons or entities other than those maintaining majority control of Tenant on the date hereof shall be deemed as assignment with the meaning of this section.

If this Lease be assigned, without Landlord's consent, or if the Leased Premises or any part thereof be subleased or occupied by anybody other than Tenant without Landlord's consent, then (i) all expenses incurred by Landlord in connection therewith, but not limited to, brokerage fees, attorney's fees, costs and expenses incurred by Landlord's agents, servants, independent contractors, and employees, shall be the obligation and shall be immediately paid by tenant at its sole cost and expense upon the receipt of a statement therefore from Landlord, and (ii) Landlord may, after default by Tenant, collect rent from the assignees, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of tenant from the further observance and performance by Tenant of the covenants herein contained.

22. DEFAULTS.

(a) Each of the following shall be deemed a default by Tenant under this Lease and a breach of this Lease:

(1) The making by Tenant of an assignment for the benefit of Creditors;

(2) The filing of a petition by or against Tenant for debtor relief as defined under the Federal Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization, arrangement or other rehabilitation within the meaning of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, in each case filed by a party other than Tenant, if not bonded or discharged within thirty (30) days of the date of filing; for purposes of this subsection, the word "Tenant" shall include any guarantor or Tenant's obligations under this Lease;

(3) The suspension of business by Tenant or any act by Tenant amounting to a business failure;

(4) The filing of a tax lien in an amount greater than One Thousand Dollars and 00/100 (\$1,000.00) against the property of Tenant;

(5) Tenant's causing or permitting the Leased Premises to be vacant, the abandonment of the Leased Premises by Tenant and/or the cessation by Tenant of active use of the Leased Premises for the purpose specified herein;

(6) Failure of Tenant to make payment of the rent herein reserved, or any part thereof, or any other sum required by the terms of this Lease (including late charges and interest thereon as provided herein) when due or ten (10) days after written notice;

(7) A material breach by Tenant in the performance of any other term, covenant, agreement or condition of this Lease, on the part of Tenant to be performed, for a period of fifteen (15) days after service of notice by Landlord upon the Tenant.

(b) All rights and remedies of either party to this Lease enumerated shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or equity or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums shall mature hereunder. The failure of either Landlord or Tenant to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant, term condition, right or option, but the same shall continue and remain in full force and effect unless the contrary is expressed in writing by the party sought to be charged with such waiver or relinquishment. The receipt of the payment of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. No waiver by either party of any provisions hereof shall be deemed to have been made unless expressly in writing and signed by the party to be charged with such waiver.

(c) In the event of a default of the nature set forth above, the non- defaulting party may, at any time thereafter at its election, without further notice to the defaulting party, terminate this Lease and Tenant's right to possession of the Leased Premises; and in case of a default by Tenant, Landlord may, with or without legal process, take possession of the Leased Premises, and remove Tenant, any occupant, and any property therefrom, without relinquishing any rights of Landlord against Tenant. Landlord will give Tenant written notice of such default and five (5) business days to collect such default.

(d) If this Lease is terminated as set forth above, Tenant shall be obligated to, and shall pay to Landlord as damages, upon demand, and Landlord shall be entitled to recover any proceedings or action which shall have been necessary in connection with such breach; and the expenses of re-renting the Leased Premised (including, but not limited to, any commissions paid to any real estate agent in connection therewith, and attorney's fees), plus one of the following two alternatives which alternative shall be elected by Landlord in its sole and absolute discretion:

(1) liquidated damages, in an amount which, at the time of such termination is equal to the excess, if any, of the installments of Basic Annual Rent and the aggregate of all sums payable hereunder as additional rental (the "Additional Rental") (for such purpose

considering the annual amount of such Additional Rental to be equal to the amount thereof due during the twelve (12) months preceding such default, or if less than twelve (12) months have elapsed at such time, such amounts as would have been due on an annual basis) reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, over the rental value of the Leased Premises, as determined by an independent real estate appraiser selected by Landlord, for such unexpired portion of the then current term of this Lease, said amount to be discounted at the discount rate then in effect at the Federal Reserve Bank, in Baltimore; or

(2) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in an amount or amounts equal to the excess, if any, of the sum of (i) the aggregate expenses paid by Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by Tenant, plus (ii) an amount equal to the amount of the installment of Basic Annual Rent which would have been payable by Tenant hereunder in respect of such calendar month had this Lease and the Lease Term not been so terminated, and (iii) the monthly average of the Additional Rental paid in the lease year or annualized portion thereof immediately preceding such default, over the rents, of any, in fact, collected by Landlord in respect of such calendar month pursuant to either re-renting, or from any existing permitted subleases. Any suit, action or proceeding brought to collect the amount of deficiency for any calendar month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

(e) No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Leased Premises by Landlord, regardless of the term of such new lease. Separate actions may be maintained each month by landlord against Tenant to recover the damages then due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages.

23. ACCEPTANCE OF LEASED PREMISES. Tenant's occupancy of the Leased Premises shall constitute acceptance thereof as complying with all requirements of Tenant and Landlord with respect to the condition, order and repair thereof, except as to such deficiencies as may be specified in writing by Tenant to Landlord within ten (10) days of the Commencement Date.

24. ACCESS TO PREMISES AND CHANGE IN SERVICES. Landlord and/or the authorized representative of Landlord or any mortgagee or deed of trust holder shall have the right, without abatement of rent, to enter the Leased Premises at any reasonable hour upon such advance notice as is reasonable in the circumstances (or at any time in the event of an emergency) to examine the same and/or to make such repairs, improvements and alterations a Landlord and/or such authorized representatives shall deem necessary (but Landlord shall not be obligated to do so) for the safety and preservation of the Property, or for any other reasonable purpose whatsoever.

25. TENANT IMPROVEMENTS. Tenant agrees to occupy Premises in its “as is” condition, except that Landlord, at Landlord’s sole cost and expense, shall improve and buildout the Leased Premises into an outpatient substance abuse/detox facility with building standard finishes in accordance with Use and Occupancy standards for such facility. Buildout will be in accordance with the floor plan and drawings to be provided by Tenant to Landlord within the first month of Lease Commencement Date. Costs for said improvements shall not exceed One Hundred Sixty-Five Thousand Dollars and 00/100 (\$165,000). Landlord shall endeavor to complete said improvements by July 5, 2018; provided, however, Rent shall abate by Four Thousand Five Hundred Dollars and 00/100 (\$4,500.00) for each month that said improvements are not completed.

26. ESTOPPEL CERTIFICATES. Each of the parties hereto each agree at any time and from time to time upon not less than five (5) days prior notice by the other party to execute, acknowledge and deliver to the other party a statement in writing certifying, among other matters, that this Lease is unmodified and in full force and effect (or, as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, either party is in breach and/or default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such breach and/or default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any party not a party to this Lease.

27. WARRANTY OF QUIET ENJOYMENT. If Tenant pays all of the Basic Annual Rent and Additional Rent and other amounts specified in this Lease when due (or within any grace period allowed) and perform all of the covenants, terms, and conditions of this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease.

28. SUBORDINATION. Tenant accepts this Lease, and the tenancy created hereunder, subject and subordinate to any leases, security interests, mortgages, deeds of trust or other financing arrangements now or hereafter a first lien upon or affecting the Property or any part or parts thereof and to any extensions, modifications or amendments thereof. Tenant shall, at any time hereafter, on request, execute any instruments which may be required to subordinate Tenant's interest hereunder to such lien and the failure of Tenant to execute any such instruments shall constitute a default hereunder; provided, however, that with respect to any loans made by Landlord after the Commencement Date secured by an interest in the Property, landlord will use its best efforts to obtain a non-disturbance agreement from the lender in favor of the Tenant.

29. ATTORNTMENT. Tenant agrees that upon any termination of Landlord’s interest in the Leased Premises, Tenant shall, upon request, attorn to the person or entity then holding title to the reversion of the Leased Premises (the “Successor”) and to all subsequent Successors, and shall pay to the Successor all rents and other monies required to be paid by the Tenant, hereunder and perform all of the other covenants, agreements, provisions, conditions, obligations and/or duties of Tenant in this Lease contained.

30. NOTICES. All notices, demands and requests required under this Lease shall be in writing and shall be deemed to have been given if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in (n) and (o) of Section 1 of this Lease. Either party may designate a change of address by written notice to the other Party.

31. LANDLORD'S LIABILITY. The term "Landlord" as used in this Lease means only the owner, the mortgagee, or the trustee of the beneficiary under a deed of trust, as the case may be, for the time being, of the Property (or the owner of a lease of the Property), so that in the event of any transfer the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder thereafter accruing. It is understood that Landlord is a Maryland entity, and that no officer, member, authorized person, employee or agent, of said entity, as it may now or hereafter be constituted, shall have any personal liability to Tenant and/or any person or entity claiming under, by or through Tenant upon any action, claim, suit or demand brought under or pursuant to the terms and conditions of this Lease and/or arising out of the use or occupancy by Tenant of the Leased Premises; provided, however, that nothing contained in this Section shall prevent Tenant from seeking to recover against the property of said corporation or the proceeds thereof.

Whether Landlord or any successor in interest be an individual, partner or corporation, Tenant shall look solely to the estate and property of Landlord in the Premises (or the proceeds of sale thereof, if any) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and conditions of the Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

32. SEPARABILITY. If any term or provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. CAPTIONS. All headings anywhere contained in this Lease are intended for convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

34. RECORDATION. The parties hereto covenant that if at any time either party hereto shall request the recordation of this Lease, Tenant shall execute such acknowledgments as may be necessary to effect such recordation, and the party requesting recordation shall pay all recording fees, transfer taxes and/or documentary stamp taxes payable on, and/or in connection with such recordation.

35. SUCCESSORS AND ASSIGNS. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and their

respective heirs, distributees, executors, administrators, successors, personal and legal representatives and their permitted assigns.

36. HOLDING OVER. This Lease shall terminate as provided herein. In the event that Tenant shall improperly remain in possession of the Leased Premises after the expiration of the term or earlier termination of this Lease as herein provided, such holding over shall constitute a breach of this Lease and, in addition to any damages or losses suffered or incurred by Landlord, Tenant shall be liable for two-fold (2x) the aggregate Rent Due, payable upon the same terms and conditions as herein provided. Landlord shall have the exclusive option to treat this Lease as a tenancy from month-to-month only (terminable upon thirty (30) days' notice by either party to the other) or to bring an action against the Tenant as a tenant wrongfully holding over.

37. COMMISSIONS. Landlord recognizes Sam Tenenbaum of Pickwick Realty as the sole broker procuring this Lease and shall pay said broker a six percent (6%) commission therefor pursuant to a separate agreement between said broker and Landlord. Landlord and Tenant each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

38. AUTOMATIC RENEWALS. Unless Tenant or Landlord provides written notice to the other party at least ninety (90) days prior to the termination of the Lease or an Extension Period of its intention for the Lease not to extend as set forth herein, the Lease Term shall automatically extend for an additional Three (3) year period ("Extension Period"). The terms, covenants and conditions for each renewal period are as set forth herein for the original term, including Annual Fixed Minimum Rent Escalation Percentage and Tenant's Pro-Rata Share for Operating Expenses and Real Estate Taxes.

39. MISCELLANEOUS.

(a) As used in this Lease, and where the context requires: (1) the masculine shall be deemed to include the feminine and the neuter and vice-versa; and (2) the singular shall be deemed to include the plural and vice-versa.

(b) This Lease was made in the State of Maryland and shall be governed by and construed in all respects in accordance with the laws of the State of Maryland.

(c) Landlord and Tenant do hereby waive trial by jury in any action, suit, proceeding and/or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, any claim of injury or damage and/or any statutory remedy.

(d) Tenant covenants and agrees that it shall not inscribe, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any

door, partition or other part of the interior or exterior of the Property without prior written consent of Landlord. If such consent be given by Landlord, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Landlord, or a company approved by Landlord, but the cost of the same shall be charged to and be paid by Tenant, as additional rent thereunder, and Tenant agrees to pay the same promptly, on demand.

(e) Tenant covenants and agrees that it shall not attach or place awnings, antennae or other projections to the outside walls or any exterior portion of the Property and that no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Landlord.

(f) Tenant further covenants and agrees that it shall not pile or place or permit to be placed any goods on the sidewalks or parking lots in the front, rear or side of the Property or in a place in any manner so as to block said sidewalks, parking lots and loading areas and/or not to do anything that directly or indirectly will take away any of the rights of ingress or egress or of light from any other tenant of Landlord in the Property.

(g) Tenant, Tenant's servants, agents, invitees, employees and/or licensees shall not park on, store on, or otherwise utilize any parking or loading areas on the Real Property, except as shown on Exhibit "A" and then only in the parking places designated by Landlord for such parking and in accordance with such reasonable rules and regulations as Landlord may from time to time promulgate with respect thereto.

(h) Except as otherwise specifically provided in this Lease, no deduction, offset, abatement, refund or diminution of rent or additional rent due hereunder shall be claimed by or allowed to Tenant, or any person claiming under it, under any circumstances.

(i) In the event a party desires to take any action contemplated by this Lease, but such action is specified herein as requiring the consent of the other party, such consent shall not be unreasonably withheld.

40. HAZARDOUS MATERIAL. Tenant's Agreements. Tenant warrants and agrees that Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises or the Property or if contamination of the Premises or the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the Property, damages for the loss or restriction on use of rentable or usable

space or of any amenity of the Property, damages arising from any adverse impact on marketing of space in the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any appropriate authority because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. It shall not be unreasonable for Landlord to withhold its consent to any proposed transfer otherwise permitted pursuant to this Lease if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Material; (ii) the proposed Transferee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from such transferee's actions or use of the property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any appropriate authority in connection with the use, disposal or storage of a Hazardous Material.

41. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PARTY ON ANY AND EVERY MATTER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR WITH RESPECT TO THIS LEASE, INCLUDING, WITHOUT LIMITATION, THE RELATION OF LANDLORD AND TENANT, THE USE AND OCCUPANCY BY TENANT OF THE PREMISES, ANY STATUTORY REMEDY AND/OR CLAIM OF INJURY OR DAMAGE REGARDING THIS LEASE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN LANDLORD OR TENANT. LANDLORD AND TENANT MAKE THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY. EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS MUTUAL WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. IF LANDLORD COMMENCES ANY PROCEEDINGS FOR THE NON-PAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

WITNESS:

LANDLORD:

WOODLAWN HOLDINGS, LLC

By:

Date:

WITNESS:

TENANT:

Baltimore Detox Center LLC

By:

Date:

RULES AND REGULATIONS - EXHIBIT A

1. Tenant shall not obstruct or permit its agents, clerks or servants to obstruct in any way, the sidewalks, entry passages, corridors, halls or stairways of the Property, or use the same in any other way than as a means of passage to and from the office of Tenant; bring in, store, test or use any materials in the Property which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper noises in the Property; throw substances of any kind out of the windows or doors, or in the halls and passageways of the Property.

2. Water closets and urinals shall not be used for any purposes other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper, or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water is prohibited.

3. Tenant shall not (i) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls, or other places in the Property, or (ii) inscribe, paint, affix, or otherwise display signs, advertisement or notices in, or, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Property without the prior written consent of Landlord. If such consent be given by Landlord, any sign, advertisement or notice shall be inscribed, painted or affixed by Landlord, or a company or person approved by Landlord, but the cost of the same shall be charged to and be paid by Tenant and Tenant agrees to pay the same promptly, on demand.

4. When electric wiring of any kind is introduced, it must be connected as directed by Landlord and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord.

5. No additional lock or locks shall be placed by Tenant on any door in the Property, without prior written consent of Landlord. Two keys will be furnished to Tenant by Landlord; two additional keys supplied to Tenant by Landlord, upon request, without charge; any additional keys requested by Tenant shall be paid for by Tenant. Tenant, its agents and employees, shall not change any locks. All keys to doors shall be returned to Landlord at the termination of the tenancy and in the event of loss of any keys furnished, Tenant will pay Landlord the cost of replacing the lock or locks to which keys were fitted and for the keys so lost.

6. Tenant is responsible for the cleaning of Tenant's premises. Landlord shall not be responsible to Tenant for any loss of property from the premises however occurring or for any damage done to the effects of Tenant by such janitors or any of its employees or by any other person or any other cause.

7. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises.

8. Tenant shall not conduct, or permit any other person to conduct, any auction upon the premises; manufacture or store goods, wares or merchandise upon the premises, without the prior written approval of Landlord, except the storage of usual supplies and

inventory to be used by Tenant in the conduct of its business; permit the premises to be used for gambling; make any unusual noises in the Property; permit to be played any musical instruments in the premises; permit to be played any radio, television, recorded or wired music in such a loud manner so as to disturb or annoy other tenants; or permit any unusual odors to be produced upon the premises.

9. No awnings or other projections shall be attached to the outside walls of the Property. No curtains blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the premises without the prior written consent of Landlord. Such curtains, blinds and other shades must be of a quality, type, design, and color and attached in a manner approved by Landlord.

10. Canvassing, soliciting and peddling in the Property are prohibited and Tenant shall cooperate to prevent the same.

11. There shall not be used in the premises or in the Property; either by Tenant or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

12. Tenant, before closing and leaving the premises, shall ensure that all entrance doors are locked.

13. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Property or its desirability as a Property for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

14. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Property:

a. the exclusive right to the use of the name of the Property for all purposes, except that Tenant may use the name as its business address and for no other purpose;

b. the right to change the name or address of the Property, without incurring any liability to Tenant for so doing;

c. the right to install and maintain a sign or signs on the exterior of the Property;

d. the exclusive right to use or dispose of the use of the roof of the Property;

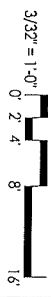
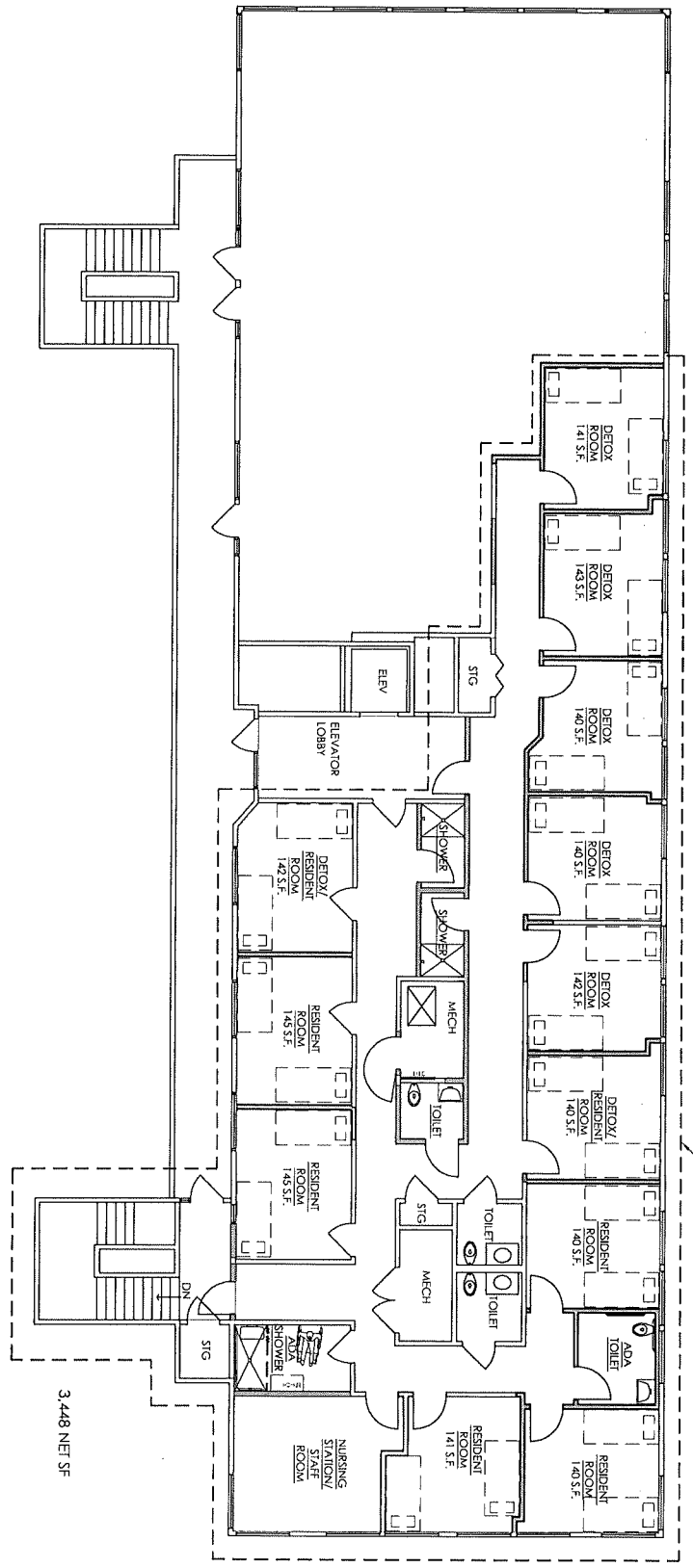
e. the right to limit the space on the directory of the Property to be allotted to Tenant;

f. the right to grant to anyone the right to conduct the particular business or undertaking in the Property.

15. As used herein, the term "Premises" shall mean and refer to the "Leased Premises" as defined in Section 1 of the Lease.

16. Tenant may park in any of the marked spaces on site.

17. The Tenant shall not display any sign, picture, advertisement, awning, merchandise, or notice on the outside or roof of the Property to which the demised premises are a part, nor on the exterior of the demised premises. Tenant may erect one sign, which shall be in conformity, as to size, style, and location, with the signage scheme established by the Landlord for the Property. Tenant may erect a sign only that has prior written approval of the Landlord.



CRGA DESIGN
 912 Commerce Road
 Annapolis, Maryland 21401
 o : 410 . 841 . 2570
 www.crgadesign.com

SKETCH DRAWING
 BALTIMORE DETOX CENTER
 1825 WOODLAWN DRIVE, WOODLAWN, MD 21207
 CRGA PROJECT 18.035.A

DRAWING # SK-7

ISSUED BY: CRGA
 DATE: 07.23.18

DRAWING TITLE: PROPOSED SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

TABLE B. PROJECT BUDGET

INSTRUCTION: Estimates for Capital Costs (1.a-e), Financing Costs and Other Cash Requirements (2.a-g), and Working Capital Startup Costs (3) must reflect current costs as of the date of application and include all costs for construction and renovation. Explain the basis for construction cost estimates, renovation cost estimates, contingencies, interest during construction period, and inflation in an attachment to the application. If the project involves services other than level III.7 and III.7D explain the allocation of costs between the levels. NOTE: Inflation should only be included in the inflation allowance line A.1.e. The value of donated land for the project should be included on Line A.1.d as a use of funds and on line B.8 as a source of funds

	III.7 and III.7D	RESIDENTIAL	TOTAL
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. New Construction			
(1) Building	\$0		\$0
(2) Fixed Equipment	\$0		\$0
(3) Site and Infrastructure	\$0		\$0
(4) Architect/Engineering Fees	\$0		\$0
(5) Permits (Building, Utilities, Etc.)	\$0		\$0
SUBTOTAL	\$0	\$0	\$0
b. Renovations			
(1) Building	\$155,000		\$155,000
(2) Fixed Equipment (not included in construction)	N/A		\$0
(3) Architect/Engineering Fees	\$30,000		\$30,000
(4) Permits (Building, Utilities, Etc.)	\$4,500		\$4,500
SUBTOTAL	\$189,500	\$0	\$189,500
c. Other Capital Costs			
(1) Movable Equipment (<i>Beds, Nurse Station, Furnishings</i>)	\$65,000		\$65,000
(2) Contingency Allowance	\$28,300		\$28,300
(3) Gross interest during construction period	\$0		\$0
(4) Other (<i>Specify/add rows if needed</i>)	\$0		\$0
SUBTOTAL	\$93,300		\$93,300
TOTAL CURRENT CAPITAL COSTS	\$282,800	\$0	\$282,800
d. Land Purchase	\$0		
e. Inflation Allowance (<i>1.5% annually over 9 months</i>)	\$3,182		\$3,182
TOTAL CAPITAL COSTS	\$285,982	\$0	\$285,982
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees			
b. Bond Discount			
c. CON Application Assistance			
c1. Legal Fees	\$35,000		\$35,000
c2. Other Fees	\$40,000		\$40,000
d. Non-CON Consulting Fees			
d1. Legal Fees			
d2. Other (<i>Specify/add rows if needed</i>)			
e. Debt Service Reserve Fund			
i. Other (<i>Specify/add rows if needed</i>)			
SUBTOTAL	\$75,000	\$0	\$75,000
3. Working Capital Startup Costs	\$225,000		\$225,000
TOTAL USES OF FUNDS	\$585,982	\$0	\$585,982
B. Sources of Funds			
1. Cash	\$585,982		\$585,982
2. Philanthropy (to date and expected)	\$0		\$0
3. Authorized Bonds	\$0		\$0
4. Interest Income from bond proceeds listed in #3	\$0		\$0
5. Mortgage	\$0		\$0
6. Working Capital Loans	\$0		\$0
7. Grants or Appropriations			
a. Federal	\$0		\$0
b. State	\$0		\$0
c. Local	\$0		\$0
8. Other (<i>Specify/add rows if needed</i>)	\$0		\$0
TOTAL SOURCES OF FUNDS	\$585,982		\$585,982
	III.7 and III.7D	RESIDENTIAL	TOTAL
Annual Lease Costs (if applicable)			
1. Land	\$0		\$0
2. Building	\$240,000	\$0	\$240,000
3. Major Movable Equipment	\$0		\$0
4. Minor Movable Equipment	\$0		\$0
5. Other (<i>Specify/add rows if needed</i>)	\$0		\$0

* Describe the terms of the lease(s) below, including information on the fair market value of the item(s), and the number of years, annual cost, and the interest rate for the lease.

TABLE C. STATISTICAL PROJECTIONS - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 4 & 5, the number of beds and occupancy percentage should be reported on the basis of licensed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.										
			2019	2020	2021	2022								
<i>Indicate CY or FY</i>														
1. DISCHARGES														
a. Residential														
b. III.7 and III.7D														
c. Other (Specify/add rows of needed)														
TOTAL DISCHARGES*	0	0	157	236	260	275	0	0	0	0				
2. PATIENT DAYS														
a. Residential			2,830	4,240	4,670	4,950								
b. III.7 and III.7D			1,570	2,360	2,600	2,750								
c. Other (Specify/add rows of needed)														
TOTAL PATIENT DAYS	0	0	4,400	6,600	7,270	7,700	0	0	0	0				
3. AVERAGE LENGTH OF STAY (patient days divided by discharges)														
a. Residential			18.0	18.0	18.0	18.0								
b. III.7 and III.7D			10.0	10.0	10.0	10.0								
c. Other (Specify/add rows of needed)														
TOTAL AVERAGE LENGTH OF STAY			28.0	28.0	28.0	28.0								
4. NUMBER OF LICENSED BEDS														
a. Residential			14	14	14	14								
b. III.7 and III.7D			10	10	10	10								
h. Other (Specify/add rows of needed)														
TOTAL LICENSED BEDS	0	0	24	24	24	24	0	0	0	0				
5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.														
a. Residential			55.4%	83.0%	91.4%	96.9%								
b. III.7 and III.7D			43.0%	64.7%	71.2%	75.3%								
c. Other (Specify/add rows of needed)														
TOTAL OCCUPANCY %			50.2%	75.3%	83.0%	87.9%								
6. OUTPATIENT VISITS														
a. Residential														
b. III.7 and III.7D														
c. Other (Specify/add rows of needed)														
TOTAL OUTPATIENT VISITS	0	0	0	0	0	0	0	0	0	0				

* Includes discharges for patients who receive some combination of detox and residential services during an average stay.

ASSUMPTIONS:

1. BDC will commence operations during April, 2019.
2. ALOS comprises of both detox and intensive inpatient services.

TABLE D. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE

INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). Table F should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table E and with the costs of Manpower, listed in Table G. Manpower, indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Specify the sources of non-operating income.

	2019 CY	2020 CY	2021 CY	2022 CY
1. REVENUE				
a. Inpatient Services	\$ 4,875,200	\$ 7,312,800	\$ 8,095,160	\$ 8,531,600
b. Outpatient Services	N/A	N/A	N/A	N/A
Gross Patient Service Revenues	\$ 4,875,200	\$ 7,312,800	\$ 8,095,160	\$ 8,531,600
c. Allowance for Bad Debt	\$ 1,462,560	\$ 2,193,840	\$ 2,416,548	\$ 2,559,480
d. Contractual Allowance	\$ -	\$ -	\$ -	\$ -
e. Charity Care	\$ 731,280	\$ 1,096,920	\$ 1,208,274	\$ 1,279,740
Net Patient Services Revenue	\$ 2,681,360	\$ 4,022,040	\$ 4,430,338	\$ 4,692,380
f. Other Operating Revenues (Toxicology - U/A)	\$ 429,000	\$ 540,000	\$ 540,000	\$ 540,000
NET OPERATING REVENUE	\$ 3,110,360	\$ 4,562,040	\$ 4,970,338	\$ 5,232,380
2. EXPENSES				
a. Salaries & Wages (including benefits)	\$ 1,864,390	\$ 2,214,895	\$ 2,339,188	\$ 2,485,853
b. Contractual Services	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
c. Interest on Current Debt	\$ -	\$ -	\$ -	\$ -
d. Interest on Project Debt	\$ -	\$ -	\$ -	\$ -
e. Current Depreciation	\$ -	\$ -	\$ -	\$ -
f. Project Depreciation (60 months)	\$ 55,450	\$ 55,450	\$ 55,450	\$ 55,450
g. Current Amortization	\$ -	\$ -	\$ -	\$ -
h. Project Amortization	\$ -	\$ -	\$ -	\$ -
i. Other Expenses (See TABLE D.1.)	\$ 1,375,599	\$ 1,658,449	\$ 1,745,000	\$ 1,800,171
TOTAL OPERATING EXPENSES	\$ 3,320,439	\$ 3,953,794	\$ 4,164,638	\$ 4,386,474
3. INCOME				
a. Income From Operation	\$ (210,078.75)	\$ 608,246.48	\$ 805,699.88	\$ 865,905.63
b. Non-Operating Income	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ (210,078.75)	\$ 608,246.48	\$ 805,699.88	\$ 865,905.63
c. Income Taxes	\$ -	\$ -	\$ -	\$ -
NET INCOME (LOSS)	\$ (210,078.75)	\$ 608,246.48	\$ 805,699.88	\$ 865,905.63
4. PATIENT MIX				
a. Percent of Total Revenue				
1) Medicare	0.0%	0.0%	0.0%	0.0%
2) Medicaid	0.0%	0.0%	0.0%	0.0%
3) Blue Cross	29.0%	29.0%	29.0%	29.0%
4) Commercial Insurance	67.0%	67.0%	67.0%	67.0%
5) Self-pay	3.9%	3.9%	3.9%	3.9%
6) Other	0.1%	0.1%	0.1%	0.1%
TOTAL	100.0%	100.0%	100.0%	100.0%
b. Percent of Equivalent Inpatient Days				
Total MSGA				
1) Medicare	0.0%	0.0%	0.0%	0.0%
2) Medicaid	0.0%	0.0%	0.0%	0.0%
3) Blue Cross	29.0%	29.0%	29.0%	29.0%
4) Commercial Insurance	67.0%	67.0%	67.0%	67.0%
5) Self-pay	3.9%	3.9%	3.9%	3.9%
6) Other	0.1%	0.1%	0.1%	0.1%
TOTAL	100.0%	100.0%	100.0%	100.0%

ASSUMPTIONS:

- 1. a. Inpatient Services
Calculated as annual patient days @ \$1,108 per deim.
- 1. c. Allowance for Bad Debt
Projected at 30% of Inpatient Revenue.
- 1. e. Charity Care
Projected at 15% of Inpatient Revenue.
- 1. f. Other Operating Revenues (Toxicology - Unimatrix)
Projected at \$45,000 per month.
- 2. a. Wages and Salaries
See TABLE E. Workforce
- 2. f. Project Depreciation (60 months)
Project cost of \$277,250 depreciated over 5 years (term of lease) equals

<u>OTHER EXPENSES</u>	<u>ASSUMPTIONS</u>	<u>Fixed/ Variable</u>	<u>CY 2019</u>	<u>CY 2020</u>	<u>CY 2021</u>	<u>CY 2022</u>
	Variable Expense Increase %: Same as Occupancy Growth		N/A	50.0%	10.2%	5.9%
Food						
Meals	6.50 a meal x 3	V	\$85,176	\$127,764	\$140,796	\$149,103
Snacks	2k a month	V	\$24,000	\$36,000	\$39,672	\$42,013
Referral Development - Luncheons & Open House	2k a month	F	\$24,000	\$24,000	\$24,000	\$24,000
Total - Food Expenses			\$133,176	\$187,764	\$204,468	\$215,116
Meds						
Medical Supply Detox	3500 per month	V	\$42,000	\$63,000	\$69,426	\$73,522
Total - Meds Expenses			\$42,000	\$63,000	\$69,426	\$73,522
Patient Services						
Cable TV - Common Areas / Netflix	1000 per month	F	\$12,000	\$12,000	\$12,000	\$12,000
Activities Contracted	5k per month	F	\$60,000	\$60,000	\$60,000	\$60,000
Patient Ground Transportation (2 Vehicle Expense)	3k per month	F	\$36,000	\$36,000	\$36,000	\$36,000
Total - Patient Services Expenses			\$108,000	\$108,000	\$108,000	\$108,000
Building Services						
Real Estate Rent Expense	20,000 per month	F	\$240,000	\$240,000	\$240,000	\$240,000
Utilities	3500 per month	F	\$42,000	\$42,000	\$42,000	\$42,000
Linens & Laundry	800 PER MONTH materials	V	\$9,600	\$14,400	\$15,869	\$16,805
Security Services (Fire Alarm / Cameras / Secured Entry)	650 per month	F	\$7,800	\$7,800	\$7,800	\$7,800
Common Area Cleaning & Room Cleaning Services	550 per month materials	F	\$6,600	\$6,600	\$6,600	\$6,600
Repairs & Maintenance	materials only maint. Tech	V	\$30,000	\$45,000	\$49,590	\$52,516
Total - Building Services Expenses			\$336,000	\$355,800	\$361,859	\$365,721
Marketing						
Advertising - Industry Publications	1250 per month	F	\$15,000	\$15,000	\$15,000	\$15,000
Conference Sponsorship	1650 per month	F	\$19,800	\$19,800	\$19,800	\$19,800
Internet / SEO / PPC/ Client Marketing	8,500 per month	F	\$102,000	\$102,000	\$102,000	\$102,000
Postage & Mailing	1850 per month	V	\$22,200	\$33,300	\$36,697	\$38,862
Marketing & Promotional Materials	5,000 per month	V	\$60,000	\$90,000	\$99,180	\$105,032
Travel & Lodging	5000 per month	F	\$60,000	\$60,000	\$60,000	\$60,000
Total - Marketing Expenses			\$279,000	\$320,100	\$332,677	\$340,693
Administrative						
Advertising Employment (Job Boards)		F	\$7,200	\$7,200	\$7,200	\$7,200
Computer Printer & Equipment		F	\$10,200	\$10,200	\$10,200	\$10,200
Backend System / EMR - Retain Inactive Files	Kipu (2,000 per month)	F	\$24,000	\$24,000	\$24,000	\$24,000
Telephone / Internet	450 per month	F	\$5,400	\$5,400	\$5,400	\$5,400
Insurance	1,000 per month	F	\$12,000	\$12,000	\$12,000	\$12,000
Unforeseen / Miscellaneous Expenses	1,000 per month	F	\$12,000	\$12,000	\$12,000	\$12,000
Office Supplies		F	\$24,000	\$24,000	\$24,000	\$24,000
Copiers - Network		F	\$6,000	\$6,000	\$6,000	\$6,000
Postage & Shipping		F	\$3,600	\$3,600	\$3,600	\$3,600
Total - Administrative Expenses			\$104,400	\$104,400	\$104,400	\$104,400
Professional Services						
Billing & Utilizations Review (U/R)	9%	V	\$292,723	\$439,085	\$483,871	\$512,420
Accounting Fees (Audit & Tax)	30,000 a year	F	\$30,000	\$30,000	\$30,000	\$30,000
IT Support - Contract Services	3600 a year	F	\$3,600	\$3,600	\$3,600	\$3,600
Legal Fees	18,000 Year	F	\$18,000	\$18,000	\$18,000	\$18,000
Professional Dues - Individuals		F	\$4,200	\$4,200	\$4,200	\$4,200
Staff Training & Supervisor	12500 year	F	\$12,500	\$12,500	\$12,500	\$12,500
Total - Professional Services Expenses			\$361,023	\$507,385	\$552,171	\$580,720
Licensing						
Licenses & On Site Survey Fees	1,000 per month	F	\$12,000	\$12,000	\$12,000	\$12,000
Total - Licensing Expenses			\$12,000	\$12,000	\$12,000	\$12,000
Total - Other Expenses			\$1,375,599	#####	#####	#####

TABLE E. WORKFORCE INFORMATION

INSTRUCTION: List the facility's existing staffing and changes required by this project. Include all major job categories under each heading provided in the table. The number of Full Time Equivalents (FTEs) should be calculated on the basis of 2,080 paid hours per year equals one FTE. In an attachment to the application, explain any factor used in converting paid hours to worked hours. Please ensure that the projections in this table are consistent with expenses provided in uninfated projections in Tables F and G.

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) *	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table D, if submitted).	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table D)
1. Regular Employees											
<i>Administration (List general categories, add rows if needed)</i>											
CEO			\$0	1.0	\$130,000	\$130,000			\$0	1.0	\$130,000
COO			\$0	1.0	\$95,000	\$95,000			\$0	1.0	\$95,000
Clinical Director			\$0	1.0	\$82,000	\$82,000			\$0	1.0	\$82,000
Compliance Officer / QA / HR			\$0	1.0	\$65,000	\$65,000			\$0	1.0	\$65,000
Director of Admissions			\$0	1.0	\$80,000	\$80,000			\$0	1.0	\$80,000
Outreach Coordinators			\$0	3.0	\$45,000	\$135,000			\$0	3.0	\$135,000
Total Administration				8.0		\$587,000			\$0	8.0	\$587,000
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
Medical Director			\$0	1.0	\$240,000	\$240,000			\$0	1.0	\$240,000
Director of Nursing RN			\$0	1.0	\$115,000	\$115,000			\$0	1.0	\$115,000
Nurse RN			\$0	6.0	\$82,500	\$495,000			\$0	6.0	\$495,000
Clinician			\$0	1.0	\$95,000	\$95,000			\$0	1.0	\$95,000
Total Direct Care				9.0		\$945,000			\$0	9.0	\$945,000
<i>Support Staff (List general categories, add rows if needed)</i>											
Admission / Insurance			\$0	1.0	\$55,000	\$55,000			\$0	1.0	\$55,000
Intake Coordinator			\$0	1.0	\$40,000	\$40,000			\$0	1.0	\$40,000
Case Manager			\$0	1.0	\$44,000	\$44,000			\$0	1.0	\$44,000
Maintenance Tech			\$0	1.0	\$55,000	\$55,000			\$0	1.0	\$55,000
Behavioral Health Tech			\$0	11.0	\$35,000	\$385,000			\$0	11.0	\$385,000
Total Support			\$0	15.0		\$579,000			\$0	15.0	\$579,000
REGULAR EMPLOYEES TOTAL			\$0	32.0		\$2,111,000			\$0	32.0	\$2,111,000
2. Contractual Employees											
<i>Administration (List general categories, add rows if needed)</i>											
Dietician (per diem)			\$0			\$25,000			\$0	0.0	\$25,000
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Contractual			\$0			\$25,000			\$0	0.0	\$25,000
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Direct Care Staff			\$0			\$0			\$0	0.0	\$0
<i>Support Staff (List general categories, add rows if needed)</i>											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Support Staff			\$0			\$0			\$0	0.0	\$0
CONTRACTUAL EMPLOYEES TOTAL			\$0			\$25,000			\$0	0.0	\$25,000
Payroll Taxes (Employer)*			\$0			259,653					259,653
Benefits** (State method of calculating benefits below) :			\$0			115,200					115,200
TOTAL COST	0.0		\$0	32.0		\$2,510,853	0.0		\$0		\$2,510,853

ASSUMPTIONS:

*Calculated as 12.3% of total compensation (line 27).

**Benefits calculated as \$9,600 per month (Employer contribution).

CRGADESIGN

ARCHITECTURE
INTERIOR DESIGN
PLANNING

July 19, 2018

Mr. Mark Gold
Amatus Health
1825 Woodlawn Drive, Suite 204
Woodlawn, Maryland 21207

RE: 1825 Woodlawn Dr.
Use and Occupancy
Required Plumbing Fixture Count

Dear Mark:

This letter is in response to your request that we address the future receipt of a Use and Occupancy Permit from Baltimore County for the proposed Detox Center to be located in your existing building. The renovation of the building has not been completed to date and our opinion assumes that all necessary renovations will be completed to the county code official's satisfaction.

Currently, Baltimore County is using the 2015 editions of the International Building Code and the National Fire Protection Association (NFPA) 101. In Chapter 32.3 of NFPA 101, Table 32.3.1.3 does not allow sleeping rooms to be located in a two-story building of type V (000) construction. In order to locate the sleeping rooms in your existing two-story building it will need to be upgraded to meet the requirements of construction type V (111), which requires the building to both be sprinklered and be constructed to meet the requirements of one-hour fire-rated construction. Your building is sprinklered and meets that criteria but currently does not meet the one-hour fire rating requirements.

Our construction documents for this project when completed, will set forth all necessary improvements required to convert the building to type V (111) construction. When the improvements are completed, to the best of our knowledge, you should be issued a Use and Occupancy permit by Baltimore County.

Also as requested, we have reviewed the International Plumbing Code, 2012 edition, to determine the number of plumbing fixtures that will be required for your proposed Detox Center located at 1825

July 21, 2018
Mr. Mark Gold
Amatus Health
RE: 1825 Woodlawn Drive
Page 2 of 2

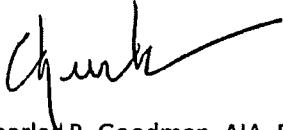
Woodlawn Drive. The International Plumbing Code determines the number of plumbing fixtures required for projects of all types. Table 403.1 within this code specifically sets forth the number of fixtures required based on intended uses. Based on this table, the following number of fixtures will be required for your project:

Toilets	1 per 10 occupants = 3 required, 4 provided
Showers:	1 per 8 occupants = 3 required, 3 provided

Please let me know if I can provide you with any additional information.

If you have any other questions, please contact me.

Very Truly Yours,
CRGA Design



Charles R. Goodman, AIA, EDAC
Founding Principal

July 24, 2018

Baltimore Detox Center LLC
Att: Mark Gold
1825 Woodlawn Dr,
Baltimore, MD 21207

Re: Viability of Proposal for Maryland Health Care Commission

Dear Mark,

I have been engaged to review certain documents provided to me by Baltimore Detox Center, LLC ("BDC") and Amatus Health, LLC and subsidiaries ("AH") in order to make a determination as to the viability of BDC's proposal to the Maryland Health Care Commission with respect to a 24-bed detoxification facility located in Gwynn Oak, Maryland.

I am independent, with respect to BDC, AH and any of their officers and directors and have no financial interest in the determination by the Commission as it relates to the proposal. During my engagement, I have reviewed and analyzed the Balance Sheets, Profit and Loss Statements, and Statement of Cash Flows provided by you for the following:

- Midwest Detox Center LLC
- Midwest Recovery Center LLC
- Fresh Start Recovery Center LLC
- Foundations Recovery Center LLC
- East Point Recovery Center LLC
- Atlanta Detox Center LLC
- Coconut Grove LLC
- Healing Solutions LLC
- Blueprints Recovery Center LLC
- Amatus Health LLC

In addition, I reviewed and analyzed the following information provided by you:

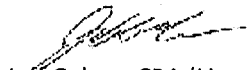
- 5-year projections for BDC

- Projected revenue and expenses, including statement of assumptions included within BDC's application
- Estimated construction budget
- Information pertaining to BDC current credit facility and capacity

In addition to analyzing the above documents, I have also conferred with management as to their assumptions and believe that the assumptions included within the Application are achievable.

It is my conclusion based upon the information made available to me, that (a) BDC and AH generate sufficient free cash flow from continuing operations to fund the necessary working capital & renovation costs identified throughout their proposal and (b) AH currently has enough liquidity to fund the working capital independent of the cash flow from operations.

Sincerely,



Jeff Cohen, CPA (License #CA039051L)

Baltimore Detox Center

The purpose of this document is to formalize the relationship between Baltimore Detox Center and MISHA House. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

MISHA House will provide the following:

- ✓ **Level I services**
Conventional outpatient services
- ✓ **Level II services**
Intensive outpatient or partial hospitalization services
- Level III services
Residential Treatment Services/Halfway Housing
- ✓ **Case management services related to substance abuse treatment**
- ✓ **Transitional Supportive Housing**

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.


Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-13-18

Date


MISHA House

Monica Scott, Executive Dir.

Name/Title

7/13/18

Date

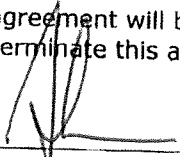
Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and MISHA House. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.



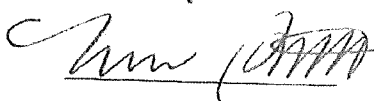
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-13-18

Date



MISHA House

Monica Scott, Exec. Dir.

Name/Title

7/13/18

Date

Baltimore Detox Center

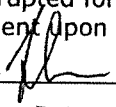
The purpose of this document is to formalize the relationship between Baltimore Detox Center and Turning Corners. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Turning Corners will provide the following:

- Level I services
- Conventional outpatient services
- Level II services
- Intensive outpatient or partial hospitalization services
- Level III services
- Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.

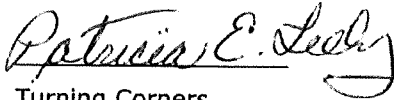

Baltimore Detox Center

KARISH SINGH / CEO

Name/Title

July 2, 2018

Date



Turning Corners

DIRECTOR

Name/Title

July 2, 2018

Date

Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Turning Corners This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

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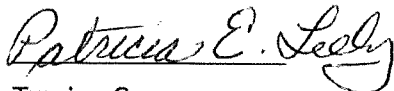


Baltimore Detox Center
KABIR SINGH / CEO

Name/Title

July 2, 2018

Date



Turning Corners

DIRECTOR

Name/Title

July 2, 2018

Date

Baltimore Detox Center

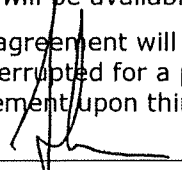
The purpose of this document is to formalize the relationship between Baltimore Detox Center and Hope House Treatment Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

(Insert treatment provider) will provide the following:

- Level I services
Conventional outpatient services
- Level II services
Intensive outpatient or partial hospitalization services
- Level III services
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



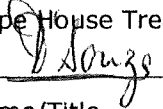
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title
7-20-18

Date

Hope House Treatment Center



Name/Title
Peter DiSonzza CEO

Date
July 20, 2018

Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Hope House Treatment Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.



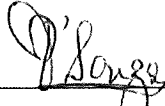
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-20-18

Date



Hope House Treatment House

Peter B. Sanza CEO

Name/Title

July 20, 2018

Date

Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Greater Baltimore Medical Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers as well as consumers who do not meet criteria for intensive medically managed (hospital) detoxification.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.



Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-2-18

Date

Shannon S Barry

Greater Baltimore Medical Center

 RN, MSN

Name/Title

7/2/18

Date

Baltimore Detox Center

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Greater Baltimore Medical Center. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. This Transfer Agreement is to solidify a process in instances where at any point during consumers stay at Baltimore Detox Center, they may experience acute symptoms or medical/psychiatric emergencies. This agreement is for a possible transfer to Greater Baltimore Medical Center for emergency and acute care. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



Baltimore Detox Center

KABIR SINGH / CEO

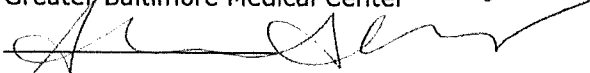
Name/Title

7-2-18

Date

Shannon S Barry

Greater Baltimore Medical Center

 RN, MSN

Name/Title

7/12/18

Date

Baltimore Detox Center

The purpose of this document is to formalize the relationship between Baltimore Detox Center and New Life Addiction Counseling. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

New Life Addiction Counseling will provide the following:

- Level I services
Conventional outpatient services
- Level II services
Intensive outpatient or partial hospitalization services
- Level III services
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



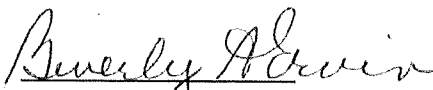
Baltimore Detox Center

KABIR SINGH/CEO

Name/Title

6-11-18

Date



New Life Addiction Counseling
Beverly A. Errin, CEO

Name/Title

6-11-18

Date

Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and New Life Addiction Counseling. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement. Either party may terminate this agreement upon thirty days' written notice to the other party.



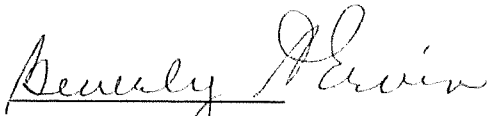
Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

6-11-18

Date



New Life Addiction Counseling

Beverly A. Erwin, CEO

Name/Title

6-11-18

Date

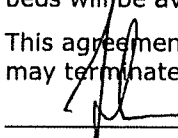
Baltimore Detox Center

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and One Promise Counseling and DUI Education. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

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Baltimore Detox Center

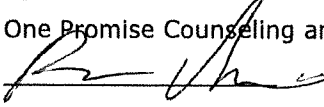
KABIR SINGH / CEO

Name/Title

7-2-18

Date

Bruce White
One Promise Counseling and DUI Education



Name/Title

7-2-18

Date

Baltimore Detox Center

The purpose of this document is to formalize the relationship between Baltimore Detox Center and One Promise Counseling and DUI Education. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

One Promise Counseling and DUI Education will provide the following:

- Level I services
Conventional outpatient services
- Level II services
Intensive outpatient or partial hospitalization services
- Level III services
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-2-18

Date



One Promise Counseling and DUI Education

CEO
Name/Title

Date

7-2-18



CONCERTED CARE GROUP Integrated Wellness Center

Baltimore Detox Center/ Concerted Care Group

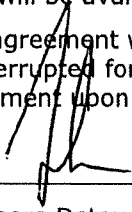
The purpose of this document is to formalize the relationship between Baltimore Detox Center and Concerted Care Group. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral agreements will be made with providers in the Central Maryland Planning Region.

Concerted Care Group will provide the following:

- X Level I services
Conventional outpatient services
- X Level II services
Intensive outpatient or partial hospitalization services
- Level III services
Residential Treatment Services/Halfway Housing
- Case management services related to substance abuse treatment

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

This agreement will become effective on the date both parties sign this agreement and may run uninterrupted for a period of one year from this effective date. Either party may terminate this agreement upon thirty days' written notice to the other party.



 Baltimore Detox Center
 KABIR SINGH / CEO


 Name/Title
 7-5-18

 Date

Barbara Wahl, COO

 Name/Title
 7/5/18

 Date



 Concerted Care Group



CONCERTED CARE GROUP
Integrated Wellness Center

Baltimore Detox Center / Concerted Care Group

Incoming Referral Agreement

The purpose of this document is to formalize the relationship between Baltimore Detox Center and Concerted Care Group. This cooperative and reciprocal arrangement will expedite referral, admission, and discharge of clients, allowing both agencies to serve clients better. In accordance with COMAR 10.24.14.05(j) referral and transfer agreements will be made with providers in the Central Maryland Planning Region. Baltimore Detox Center will provide 15% of its available bed space to gray area and indigent consumers under COMAR 10.24.14.05 (j)(k). This agreement is intended to establish referrals for gray area and indigent consumers.

Both parties to this agreement consent to abide by federal and Maryland standards regarding the confidentiality of client information, and to defend against efforts to obtain that information without the client's consent. Services will be provided under each party's usual arrangements for payment and/or funding and this agreement is not a guarantee that treatment slots or shelter beds will be available.

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Baltimore Detox Center

KABIR SINGH / CEO

Name/Title

7-5-18

Date



Concerted Care Group

Barbara Wahl, COO

Name/Title

7/5/18

Date

July 3, 2018

Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

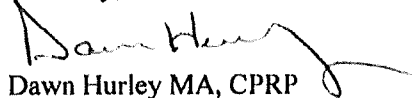
To Whom It May Concern,

Life Bridge Health Systems is pleased to support Amatus Health in its proposal to open Baltimore Detox Center, a freestanding drug treatment/detox facility to be located in Woodlawn, Maryland.

Life Bridge Health Systems provides a variety of quality care services to the Baltimore community. As one of the largest, most comprehensive and most highly respected providers of health-related services to the people of northwest Baltimore, our mission is to improve the health of the individuals and communities we serve through compassionate, high quality care.

The opioid crisis in the United States and specifically in Baltimore, Maryland has reached unprecedented levels in the past decade. Maryland is sixth in the nation in mortality from drug overdose. Access to addiction treatment is paramount for individuals affected by chemical dependency and related conditions to achieve a better quality of life; allowing them to live as productive and responsible members of the community. The residents of Baltimore County will benefit from the opening of Baltimore Detox Center.

Sincerely,



Dawn Hurley MA, CPRP
AVP Behavioral Health
Life Bridge Health Systems



July 11, 2018

Maryland Healthcare Commission
4160 Patterson Avenue
Baltimore, MD 21215

To Whom It May Concern,

The Harford County Health Department is pleased to support Amatus Health in its proposal to open a free-standing detox facility in Baltimore County. With the growing opioid crisis in Maryland, the community would benefit tremendously by having access to these higher levels of quality care they are looking to provide.

The crisis in Maryland alone has reach unprecedented levels in the past decade. Maryland is sixth in the nation in mortality from drug overdose. Access to quality addiction treatment is paramount for individuals affected by chemical dependency and other related conditions to achieve a better quality of life, allowing them to live as productive and accountable individuals. The Baltimore County community will benefit from these services.

Sincerely,

Andrea Pappas, LCSW
Director Behavioral Health

POLICY: **Staff Training and Development**

PURPOSE: To enhance the skills and increase the knowledge each employee brings to his/her position; employees are required to take advantage of agency provided training as well as to participate in education programs outside of Baltimore Detox Center

PROCEDURE:

Baltimore Detox Center provides for three types of training and development for staff:

- Basic orientation program for new employees
- In-house instruction needed to upgrade the skills of employees within their existing positions along with a yearly training schedule
- Referral to outside trainings/education programs to assist employees in skill development and to meet requirements of licensing

Employees are responsible for bringing their assessment of their training needs to the attention of their immediate supervisor;

In house instruction will include but is not limited to:

- Infection Control and Communicable Disease
- Medication Management
- Workplace Violence
- Critical Incident Reporting
- Confidentiality and HIPPA
- Grievance Procedures
- Emergency Procedures
- Evidence Based Treatment Approaches

Full time staff will have 5 training days/year available for outside trainings/education programs. Part time staff must use their own time for this purpose;

Staff are to provide documentation from training/education programs for their personnel file;

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Staff education and training in the policies and procedures for emergency plans, infection prevention, universal precautions, confidentiality, client rights, identification of child/elder abuse, professional ethics, conflict of interest, prevention of workplace violence, cultural competency, critical incident reporting, sexual abuse/assault, domestic violence, medication review/co-occurring disorders and person- and family-centered services will occur during orientation and on an annual basis;

Staff education and in-service training activities will be evaluated at least annually by the Executive Director or designee.

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POLICY: **Opiate Detoxification**

PURPOSE: To ensure detox protocols are established and followed
by all staff

PROCEDURE:

Standing Detox Orders

Suboxone Protocol

- **Suboxone 2/0.5 mg sublingual films to be administer when COWS evaluation is greater than 5**

- Suboxone 2/0.5mg sublingual films every 3 hours as needed for 24 hours. # 8 films

- Then, Suboxone 2/0.5mg sublingual films every 6 hours as needed for 24 hours. #4 films

- Then, Suboxone 2/0.5mg sublingual films every 12 hours as needed for 24 hours. #2 films

**SUBLINGUAL TABS MAY BE USED IN PLACE OF SUBLINGUAL FILMS
IF INDICATED**

Opiates orders

- Vital signs & COWS every 4 hours for length of stay

- Urine HCG on females;

- Encourage hydration;

- Bed rest for first 24 hours; then activity as tolerated;

- Ibuprofen 600 mg orally every 6 hours as needed for muscle aches/pain (X5 days);

- Bentyl 20 mg orally every 4 hours as needed for abdominal

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cramps #20 (x 5 days);

- Clonidine 0.1 mg orally every 4 hours as needed for withdrawal symptoms #30 (x 5 days) (hold for BP 90/60 or below or pulse 60 or below);

-
- Promethazine 25 mg PO every 6 hours for nausea as needed #20 (x 5 days);

OR

- Zofran ODT sublingual every 6 hours for nausea as needed #20 (x 5 days);
-

- Tylenol 650 mg orally every 4 hours as needed for headache/pain/temp over 101);
- Vistaril 25 mg orally every 6 hours as needed for irritability #20 (x 5 days);
- Trazadone 50mg orally at bedtime as needed for sleep #5 (x 5 days);

OR

Seroquel 50 mg PO at bedtime for insomnia as needed #5 (x 5 days)

- Cyclobenzaprine 10 mg orally every 4 hours as needed for severe muscle cramps #30 (x 5 days) (hold for excessive sedation.)
- Prilosec 20mg PO two times daily for 3 days #6
- Colace 100mg PO twice daily for constipation PRN
- Robafen Cough DM OTC 2 tsp every four hours for cough PRN
- Bisacodyl 5mg take 1 tab once daily PO for constipation PRN
- Or
- Bisacodyl 5mg take 2 tab once daily PO for constipation PRN

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- Mucous Relief DM OTC give 1 tab every 4 hours with a full glass of water PRN do not exceed 6 doses in a 24 hr period
- Milk of Magnesia OTC 30ml PO followed by 8oz of water daily PRN, for constipation
- Loperamide 2 mg. take 2 caps after loose stool then 1 cap after additional loose stool not to exceed 4 caplets in a 24-hour period
- Call physician if client is not stabilized using the above protocol and/or if vomiting persists.

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POLICY: **Standing Alcohol/Benzo Detoxification Protocol**

PURPOSE: To promptly administer safe and effective client care in a consistent and therapeutic manner while allowing for individualized treatment

PROCEDURE:

This procedure was devised to promptly administer safe and effective care to those clients admitted to Baltimore Detox Center who are diagnosed with acute alcohol/benzo withdrawal syndrome. The orders are as follows:

- An alcohol/benzo withdrawal assessment is to be done every two hours for 24 hours; then every four hours and as needed during detox;
- Temperature is to be taken two times/day for 24 hours then daily while client is in detox;
- A urine HCG is to be done on all female clients;
- Clients are encouraged to drink plenty of fluids;
- Activity as tolerated but no strenuous exercise while in detox;

- Day 1: Librium 25 mg orally every 6 hours PRN for 24 hours, #4 (Maximum dose= 300 mg in 24 hours including prns); hold for drowsiness or excessive sleeping
- Day 2: Librium 25 mg orally every 8 hours PRN for 24 hours, #3 (Maximum dose= 200 mg in 24 hours including prns); hold for drowsiness or excessive sleeping
- Day 3: Librium 25 mg orally every 12 hours PRN for 24 hours, #2 (Maximum dose= 100 mg in 24 hours including prns); hold for drowsiness or excessive sleeping

- Thiamine 100mg PO daily for 5 days #5
- Folic acid 1mg PO daily for 5 days #5

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- Prilosec 20mg PO two times daily for 3 days #6

-
- Promethazine 25 mg PO every 6 hours for nausea as needed #20(x 5 days);

OR

- Zofran ODT sublingual every 6 hours for nausea as needed #20 (x 5 days)
-

- Tylenol 650 mg orally every 4 hours as needed for headache/pain/temp over 101)
- Trazadone 50mg orally at bedtime as needed for sleep (x 5 days)
- If client is excessively sedated or the systolic blood pressure is less than 90mmHg;
- All orders and medications remain active for duration of stay unless otherwise specified;
- All orders will be reviewed and signed by registered nurse and physician.

- Call physician if client is not stabilized using the above protocol and/or if vomiting persists.

Facility Name	Service Location Name (Populates Box 32 on HCFA)	Address Line 1 (Populates Box 32 on HCFA)	Address Line 2 (Populates Box 32 on HCFA)	City (Populates Box 32 on HCFA)	State (Populates Box 32 on HCFA)	Zip (Populates Box 32 on HCFA)	Levels of Care Offered	# of Beds	Tax ID (Populates in Box 25 of the HCFA)	Pay-to NPI (Populates Box 33a on HCFA)	Location Credentials (JCAHO, CARF etc.)
Coconut Grove Recovery Center DBA: More Life Recovery Center	More Life Recovery Center Hollywood	5001 Hollywood Blvd	N/a	Hollywood	FL	33021	PHP, IOP, OP	0	47-5092288	15-68828978	DCF - PHP, IOP, OP
Healing Solutions DBA: Breakthrough Detox	Breakthrough Detox	1380 NE Miami Gardens Drive	Ste 138A and 138B	Miami	FL	33179	PHP, IOP, OP	0	81-4058302	15-48701113	DCF - PHP, IOP, OP
Fresh Start Recovery Center	Fresh Start Recovery Center	15886 Gaither Drive	Ste B	Gaithersburg	MD	20877	PHP, IOP, OP	0	81-2804259	12-95272482	OHQC/CARF - PHP, IOP, OP
Midwest Detox Center	Midwest Detox Center	1757 Indian Wood Circle	N/a	Maumee	OH	43537	Detox, Residential	22	81-3606655	10-03337734	OHMAS/CARF - Detox, Res
Midwest Recovery Center	Midwest Recovery Center	1757 Indian Wood Circle	N/a	Maumee	OH	43537	PHP, IOP, OP	0	81-3522511	12-55852992	OHMAS/CARF - PHP, IOP, OP
Foundations Recovery Center	Foundations Recovery Center	1825 Woodlawn Drive	Ste 104	Woodlawn	MD	21207	PHP, IOP, OP	0	82-3343613	14-77054906	OHQC/CARF - PHP, IOP, OP
East Point Recovery Center	East Point Recovery Center	3197 Washington Rd	N/a	Atlanta	GA	30344	PHP, IOP, OP	0	82-2278417	10-03317538	DCH - PHP, IOP, OP

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BALTIMORE DETOX CENTER
PROGRAM DESCRIPTION

Baltimore Detox Center was developed to provide services to individuals who have or are at risk of harmful involvement with alcohol or other drugs, and/or other addictions, having psychiatric disorders or who have other behavioral health needs, or any combination of these disorders/ diseases. Through a team approach, and with the active and ongoing participation of the client, the overall goal is to improve the quality of life and the functional abilities of the persons served.

Baltimore Detox Center believes that addiction is a three-fold disease. It is physical, psychological/ emotional and spiritual. Baltimore Detox Center acknowledges the fact that drug and alcohol addiction is a treatable illness. Baltimore Detox Center believes that by providing a healthy therapeutic environment, the recovery process for those in the greatest need can be enhanced. It is the belief that through our program that advocates abstinence from all alcohol and drugs, except for situations of medication assisted therapy, the client has the opportunity to resolve psychological/ emotional conflicts with appropriate therapeutic support, incorporate a 12-step spiritual philosophy into their recovery, and begin a supportive reintroduction to their family and community.

The services provided encompass a wide variety of therapeutic settings and intervention modalities:

✓ Case management services:

Case management / services coordination provide goal oriented and individualized supports focusing on improved self-sufficiency for the clients through assessment, planning, linkages, advocacy, coordination, and monitoring activities. Successful service coordination results in community opportunities and increased independence for the client.

✓ Detoxification/Withdrawal Support:

The program provides support to individuals during withdrawal from alcohol and/or other drugs. Services are provided in a free-standing community-based facility. This inpatient setting offers the advantages of 24-hour medical care and supervision provided by a professional staff. This setting prevents patients access to alcohol and/or other drugs and offers separation from the substance-using environment.

✓ Intensive Inpatient Treatment:

The program provides 24-hour support and supervision to transition from detoxification safely with a minimum of eight

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hours per day of various therapeutic services designed to accommodate a client's individual needs. Addiction is viewed in the context of an individual's social and psychological deficits, which our program focuses on our client's developing personal accountability and responsibility as well as social productive lives. Our residential treatment program at Baltimore Detox Center is highly structured with activities designed to help clients examine damaging beliefs, self-concepts, and destructive patterns of behavior and adopt new, more harmonious and constructive ways to interact with others.

All staff who work at Baltimore Detox Center have the educational degrees and credentials required by the Office of Health Care Quality regulations and standards.

Guided by the Baltimore Detox Center Code of Ethics, the staff provides the highest quality of professional service delivery. The success of the program is attributable to the therapeutic relationships and milieu which are essential to the attainment of client dignity and independence.

In order to develop a comprehensive treatment plan, it is important that the assessment provides significant information. Baltimore Detox Center staff shall complete, within three visits of Admission a drug screen, and a comprehensive biopsychosocial assessment of all clients;

The biopsychosocial will elicit:

- ✓ medical status
- ✓ vocational/ employment and support
- ✓ alcohol, tobacco and other drug use
- ✓ legal status
- ✓ family/ social status
- ✓ psychiatric status
- ✓ behavioral risk factors for HIV and hepatitis

All client assessments shall result in a:

- ✓ DSM diagnosis for alcohol, tobacco and/or other substance uses
- ✓ identified co-occurring disorders
- ✓ documentation of level of care determination using ASAM Patient Placement Criteria 2-R.

If the biopsychosocial assessment indicates that the client should be referred to another treatment program or level of care, the program shall coordinate the client's referral to another program.

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A pivotal element of programming is the development of the individual treatment/ service plan which is prepared with the client identifying their strengths, needs, abilities and preferences. For the duration of the client's treatment, staff assists and evaluates them to foster competence and confidence, enabling them to function at an optimal level. Both staff and client visibility and accountability are essential elements in the program. To reduce social distance and improve communication, a high level of staff/ client interaction is encouraged. Both staff and clients are expected to be responsible for the programs functioning by attending meetings, discussing perceptions and feelings, participating in the decision-making process for treatment planning as well as discharge planning, accepting group consensus as reality and being supportive and confronted when appropriate.

The following are the basic principles which guide programming:

- Through various group settings and interactions, clients will be able to share experiences and learn from staff and one another the values and skills necessary to move towards self-sufficiency and improving their self-image.
- Emphasis is placed upon the program meeting the needs of the individual.
- Treatment plans and the use of community support services will be individualized and will reflect the client's input regarding his/her needs.
- Ongoing treatment planning and service delivery will be indicative of a client's strengths and potential and will not be conducted in a manner as to stigmatize or emphasize disabilities.

Baltimore Detox Center recognizes that mental health issues can affect all aspects of a client's life. Through a comprehensive assessment, recommendations for interventions outside the realm of treatment at Baltimore Detox Center will be handled in a timely manner and may include but not be limited to:

- Medical services: including hospital, physician, psychiatrist, dentist, optometrist, mental health unit, emergency services.
- Employment/ Vocational: including Division of Vocational Rehabilitation, Job Service, and local employers.
- Educational: GED instruction, life skills training, Adult Education County Community College.
- Social: Welfare, food stamps, food bank, clinics sponsored through County Departments of Health.

Baltimore Detox Center will maintain affiliate agreements with these various social services, updating these agreements on a yearly basis. Baltimore Detox Center will strive to find services appropriate to

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the needs of clients and provide the best in care in the least restrictive environment.

Clients are encouraged to attend self-help meetings on a schedule determined by the client and counselor. Family members are also encouraged to attend self-help support groups. Family education is available through individual and group settings. Requests for family therapy are directed to the community mental health centers or private practitioners. Staff emphasizes the importance of self -help group and the development of sober networks for ongoing support.

- Discharge planning begins the day the client walks in the door. The criteria for client discharge includes:
 - The client has achieved the goals articulated in his/her treatment plan, thus resolving the problem(s) that justified admission to the present level of care;
 - Or the client has been unable to resolve the problem(s) that justified admission to the present level of care, despite amendments to treatment plan;
 - Or the client has demonstrated a lack of capacity to resolve his/her problem(s);
 - Or the client has experienced an intensification of his/her problem(s), or has developed a new problem(s), and can be treated effectively only at a more intensive level of care;

Before completion of treatment and discharge from the facility, primary counselor will secure referrals to community agencies and resources for aftercare, as assessed and developed by multidisciplinary team. When a client chooses to terminate treatment of his/her own volition, appropriate referrals will be offered (including outpatient care, housing and support group contact) before the client is discharged from the facility.

Staffing Plan:

Here at Baltimore Detox Center we will be employing the proper staff to provide our patients with the quality care they are in need of and deserve. For our 24-bed program we will have:

- Chief Executive Officer will serve under the administrator under COMAR 10.47.
- Director of Nursing (RN/MSN)
- Medical Director (Board Certified Physician)
- Psychiatrist (Board Certified)
- Clinical Director (LCPC/LCSW-C)

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- Addictions Counselors (LGPC/LGSW/CSC-AD/CAC-AD/ADT)
- LPN/RN (24 hours as under Maryland COMAR)
- Nutritionist/Dietician
- Behavioral Health Technicians
- Admissions/Case Management Staff

All licensed staff will be subject to license verification prior to employment. Competency reviews will be completed within 90 days of hire and annually afterwards.