

EXHIBITS -4/18/2022

AVENUES RECOVERY CENTER OF MARYLAND

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EXHIBIT 1

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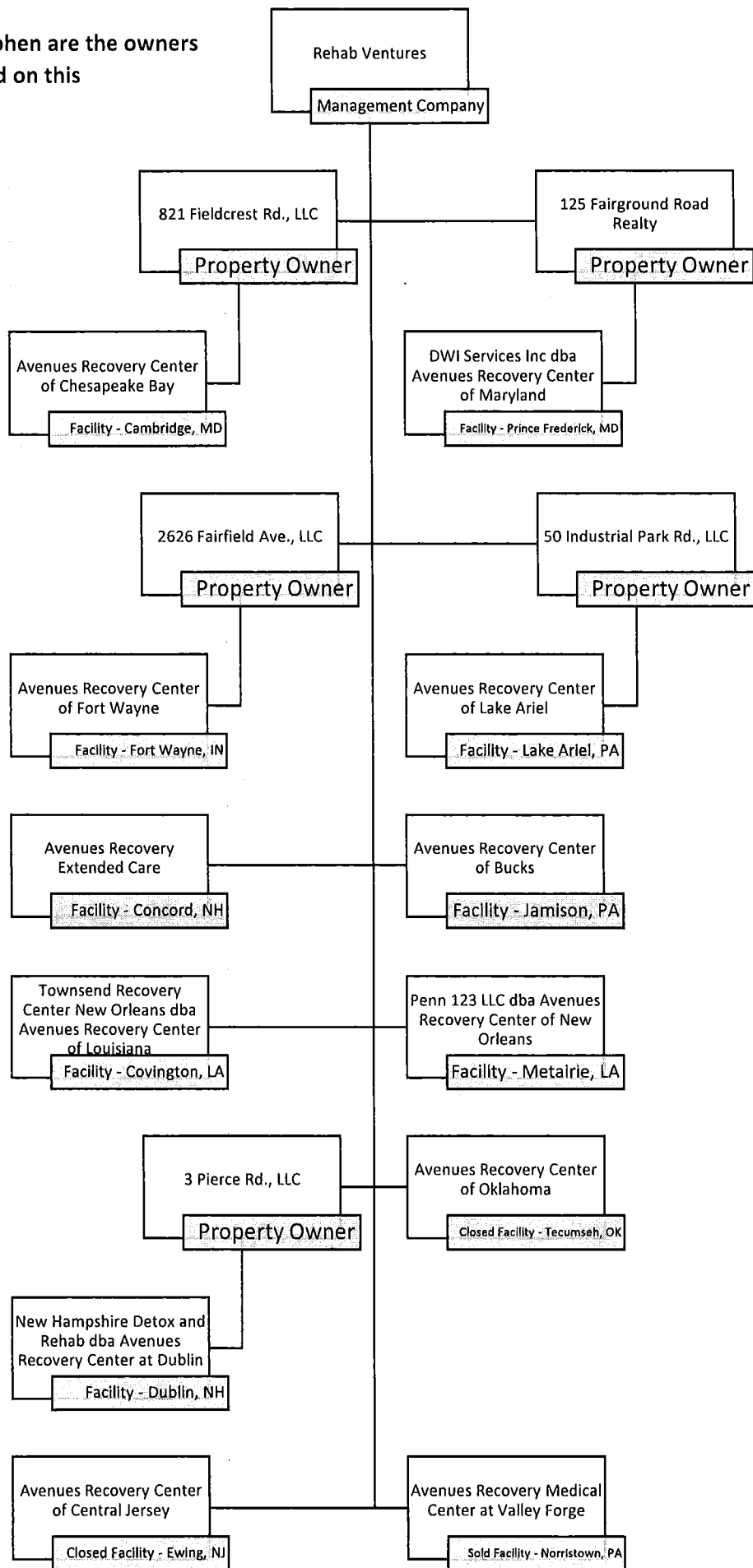
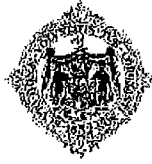


EXHIBIT 2

State of Maryland
**Department of
Assessments and Taxation**

Charter Division



Larry Hogan
Governor
Michael L. Higgs
Acting Director

Date: 11/13/2018

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

TRADE NAME : Avenues Recovery Center of Maryland

DEPARTMENT ID : T00455128
TYPE OF REQUEST : Trade Name
DATE FILED : 11/6/2018
TIME FILED : 3:13 PM
FILING NUMBER : 5000000002180361
CUSTOMER ID : 5000277349
WORK ORDER NUMBER : I831000304

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. THIS FILING IS EFFECTIVE FOR FIVE YEARS FROM THE DATE OF REGISTRATION BY SDAT. A RENEWAL NOTICE WILL BE MAILED TO THE OWNER SIX MONTHS PRIOR TO THE EXPIRATION DATE. CONTACT THIS OFFICE IF YOU HAVE NOT RECEIVED THE NOTICE. IF NOT RENEWED, THE DEPARTMENT WILL FORFEIT THE TRADE NAME AND A NEW APPLICATION MUST BE FILED.

LOCATION ADDRESS : 125 FAIRGROUNDS ROAD
PRINCE FREDERICK MD 20678

OWNER ADDRESS : 1000 AIRPORT RD
STE 205
LAKEWOOD NJ 08701

TRADE NAME APPLICATION

(1) Trade Name (*only one Trade Name may appear here*):

Avenues Recovery Center of Maryland (T00455128)

(2) Street address(es) where name is used (*P.O. Box number is only accepted when part of the physical address*):

125 FAIRGROUNDS ROAD
PRINCE FREDERICK, MD 20678

(3) Full Legal Name of Owner of Business or Individual Using the Trade Name:

DWI SERVICES INC

(4) Department ID (L-Number), *if applicable*:

D - 03459781

(5) Address of Owner (*P.O. Box number is only accepted when part of the physical address*):

1000 AIRPORT RD
STE 205
LAKEWOOD, NJ 08701

(6) Description of Business:

Substance Abuse Treatment Center

I affirm and acknowledge under penalties of perjury that the foregoing is true and correct to the best of my knowledge.

Signature(s) of Owner(s):

Eliezer Friedman, Authorized Person

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EXHIBIT 3

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 20th day of September, 2018

BETWEEN:

**125 Fairground Road Realty LLC
(the "Landlord")**

- AND -

DWI Services Inc. (the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: 125 Fairground Road Realty LLC
 - b. Address of Landlord: 1000 Airport Road, Suite 205, Lakewood NJ 08701
 - c. Tenant: DWI Services Inc.
 - d. Address of Tenant: 150 Airport Road, Suite 1500, Lakewood NJ 08701
 - e. Commencement Date of Lease: September 20, 2018
 - f. Base Rent: \$27,500.00, payable per month
 - g. Permitted Use of Premises: Substance abuse rehabilitation facility

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 125 Fairground Road, Prince Frederick, MD 20678, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 125 Fairground Road, Prince Frederick, MD 20678;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that this Lease will be absolutely carefree triple net to the Landlord such that, all and every cost, expense, rate, tax or charge in any way related to the Premises, to the operation of the Building and to the Tenant's share of Operating Costs will be borne by the Tenant for its own account and without any variation, setoff or deduction whatsoever, save as specifically provided in this Lease to the contrary.

Leased Premises

- 1. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Substance abuse rehabilitation facility
- 2. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.
- 3. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 4. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
- 5. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
- 6. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

- 7. The term of the Lease commences on September 20, 2018 and ends on September 20, 2023 (the "Term").

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$27,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
10. The Tenant will pay the Base Rent on or before the Fifth of each and every month of the Term to the Landlord at 1000 Airport Road, Suite 205, Lakewood NJ 08701, or at such other place as the Landlord may later designate.
11. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.
12. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs") which include without limitation or duplication, all expenses, costs and outlays relating to the following:
 - a. cleaning and janitorial services;
 - b. operating and servicing elevators;
 - c. security;
 - d. window cleaning;
 - e. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
 - f. repairs and replacements to the Building and any component of the Building;
 - g. accounting and auditing;
 - h. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
 - i. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;
 - j. supplies used in relation to operating and maintaining the Building;
 - k. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
 - l. all outdoor maintenance including landscaping and snow removal;
 - m. operation and maintenance of parking areas; and
 - n. preventive maintenance and inspection.
15. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in

operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.

16. Operating Costs will also not include the following:

- a. the costs of any capital replacements;
- b. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
- c. structural repairs;
- d. costs for which the Landlord is reimbursed by insurers or covered by warranties;

17. The Tenant will pay:

- a. To the Landlord, all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
- b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

18. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.

Use and Occupation

19. The Tenant will carry on business under the name of DWI Services Inc. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

22. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

23. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
24. If and whenever:
- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
 - b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;
- then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
25. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

26. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

27. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

28. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
30. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding

the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

31. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

Tenant Improvements

32. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

33. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Signs

34. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

35. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
36. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
37. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
38. The Tenant will provide proof of such insurance to the Landlord upon request.

Tenant's Insurance

39. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Maryland:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant

may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
40. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.
41. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
42. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
43. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Abandonment

44. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may

consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

45. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
46. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
47. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

48. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

49. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

50. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

51. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under the Landlord, of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents,

concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.

52. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
53. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

55. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

56. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

57. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Maryland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

58. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maryland (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
59. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

60. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

61. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in

each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

62. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
63. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
64. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
65. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

66. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Damage to Premises

67. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

68. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

69. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the

unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

70. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

71. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
72. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
73. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
74. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
75. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
76. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
77. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
78. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

79. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

80. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
81. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
82. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
83. The Tenant will not engage in any illegal trade or activity on or about the Premises.
84. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
85. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

86. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

87. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

88. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

89. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 150 Airport Road Suite 1500 Lakewood NJ 08701 after this tenancy is terminated. The phone number of the Tenant is 732-305-8002; and
 - b. the address for service of the Landlord is 1000 Airport Road Suite 205 Lakewood NJ 08701, both during this tenancy and after it is terminated. The phone number of the Landlord is 732-886-6202.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

90. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

91. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

92. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

93. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform


94. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

95. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonably require to facilitate these inquiries.
96. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
97. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
98. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
99. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
100. All schedules to this Lease are incorporated into and form an integral part of this Lease.
101. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
102. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
103. Time is of the essence in this Lease.
104. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
105. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 20 day of September, 2018

125 Fairground Road Realty LLC (Landlord)

By: 

DWI Services Inc. (Tenant)

By: 

EXHIBIT 4

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 31st day of January, 2019

BETWEEN:

Capitol Hills Enterprise, LLC
(the "Landlord")

- AND -

DWI Services Inc
(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Capitol Hills Enterprise, LLC
 - b. Address of Landlord: 1000 Airport Road, Suite 205, Lakewood NJ 08701
 - c. Tenant: DWI Services Inc
 - d. Address of Tenant: 150 Airport Road, Suite 1500, Lakewood NJ 08701
 - e. Commencement Date of Lease: January 31st, 2019
 - f. Base Rent: \$9,500.00, payable per month
 - g. Permitted Use of Premises: Substance abuse rehabilitation facility

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 75 Monnett Court, Prince Frederick MD 20678, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 75 Monnett Court, Prince Frederick MD 20678;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that this Lease will be absolutely carefree triple net to the Landlord such that, all and every cost, expense, rate, tax or charge in any way related to the Premises, to the operation of the Building and to the Tenant's share of Operating Costs will be borne by the Tenant for its own account and without any variation, setoff or deduction whatsoever, save as specifically provided in this Lease to the contrary.

Leased Premises

- 1. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Substance abuse rehabilitation facility
- 2. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.
- 3. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 4. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
- 5. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
- 6. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

- 7. The term of the Lease commences on January 31st, 2019 and ends on January 31st 2024 (the "Term").

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$9,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
10. The Tenant will pay the Base Rent on or before the Fifth of each and every month of the Term to the Landlord at 1000 Airport Road, Suite 205, Lakewood NJ 08701, or at such other place as the Landlord may later designate.
11. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.
12. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs") which include without limitation or duplication, all expenses, costs and outlays relating to the following:
 - a. cleaning and janitorial services;
 - b. operating and servicing elevators;
 - c. security;
 - d. window cleaning;
 - e. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
 - f. repairs and replacements to the Building and any component of the Building;
 - g. accounting and auditing;
 - h. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
 - i. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;
 - j. supplies used in relation to operating and maintaining the Building;
 - k. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
 - l. all outdoor maintenance including landscaping and snow removal;
 - m. operation and maintenance of parking areas; and
 - n. preventive maintenance and inspection.
15. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in

operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.

16. Operating Costs will also not include the following:
 - a. the costs of any capital replacements;
 - b. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - c. structural repairs;
 - d. costs for which the Landlord is reimbursed by insurers or covered by warranties;
17. The Tenant will pay:
 - a. To the Landlord, all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
 - b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.
18. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.

Use and Occupation

19. The Tenant will carry on business under the name of DWI Services Inc and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

22. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

23. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

24. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

25. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

26. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

27. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

28. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

- 29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
- 30. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding

the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

31. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

Tenant Improvements

32. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

33. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Signs

34. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

35. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
36. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
37. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
38. The Tenant will provide proof of such insurance to the Landlord upon request.

Tenant's Insurance

39. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Maryland:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant

may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
40. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective,
41. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
42. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
43. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Abandonment

44. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may

consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

45. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
46. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
47. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

48. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

49. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

50. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

51. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under the Landlord, of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents,

concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.

52. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
53. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

55. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

56. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

57. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Maryland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

58. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maryland (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
59. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

60. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

61. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in

each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

62. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
63. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
64. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
65. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

66. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Damage to Premises

67. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

68. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

69. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the

unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

70. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

71. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
72. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
73. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
74. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
75. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
76. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
77. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
78. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

79. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

80. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
81. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
82. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
83. The Tenant will not engage in any illegal trade or activity on or about the Premises.
84. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
85. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

86. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

87. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

88. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

89. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 150 Airport Road Suite 1500 Lakewood NJ 08701 after this tenancy is terminated. The phone number of the Tenant is 732-305-8002; and
 - b. the address for service of the Landlord is 1000 Airport Road Suite 205 Lakewood NJ 08701, both during this tenancy and after it is terminated. The phone number of the Landlord is 732-886-6202.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

90. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

91. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

92. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

93. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

94. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

95. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.
96. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
97. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
98. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
99. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
100. All schedules to this Lease are incorporated into and form an integral part of this Lease.
101. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
102. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
103. Time is of the essence in this Lease.
104. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
105. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 31 day of Jan 2019

Capitol Hills Enterprise LLC (Landlord)

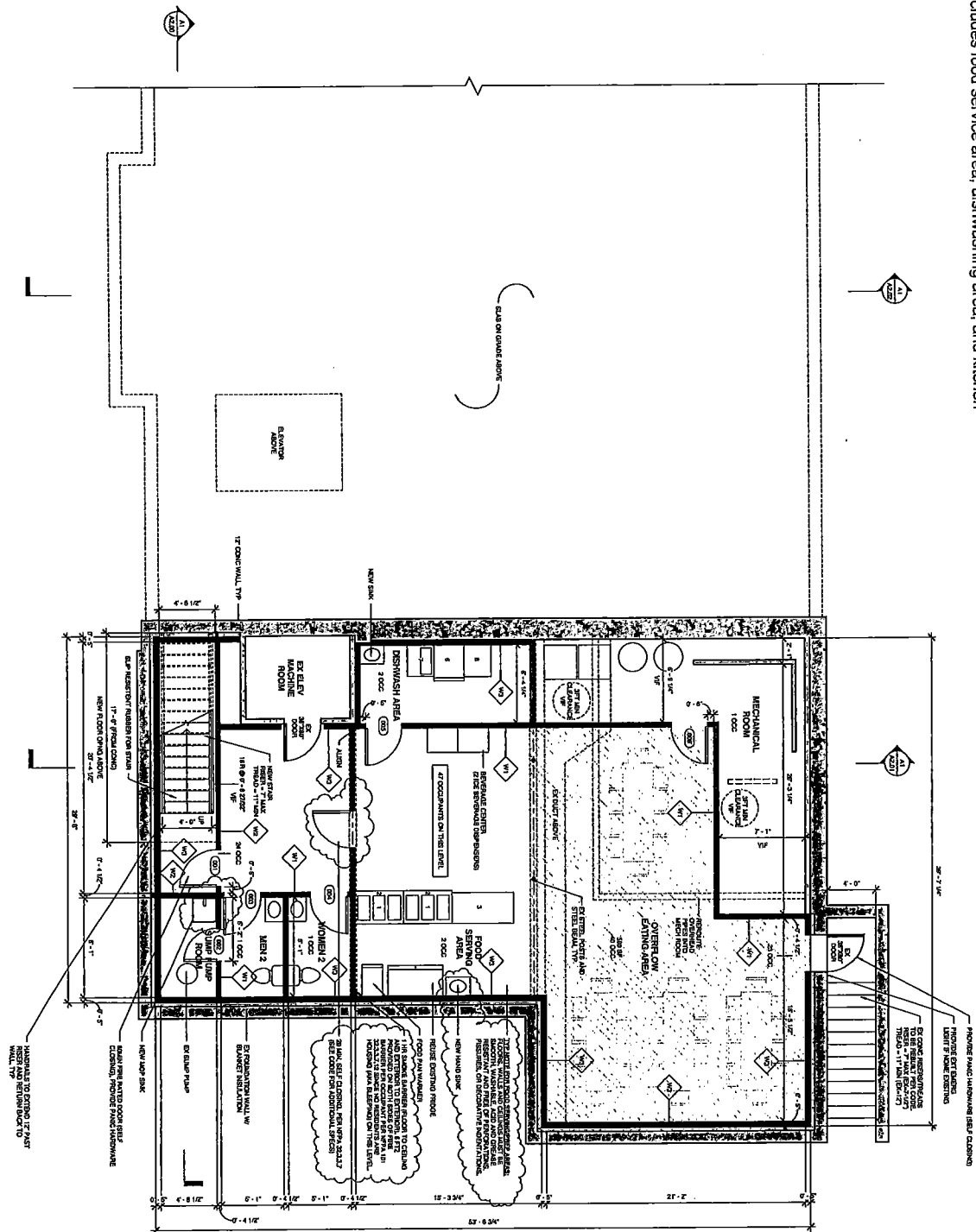
By: 

DWI Services INC (Tenant)

By: 

EXHIBIT 5

Basement - includes food service area, dishwashing area, and kitchen



DONNY ANKRI ARCHITECTS

donna@ankri.com | 443.929.2377

PORTO TREATMENT CENTER: RENOVATION

125 FAIRGROUND RD,
PRINCE FREDERICK,
MARYLAND 20678.

NUMBER	DESCRIPTION	DATE
1	REVISION 1	5/8/2015
2	REVISION 2	4/20/2018

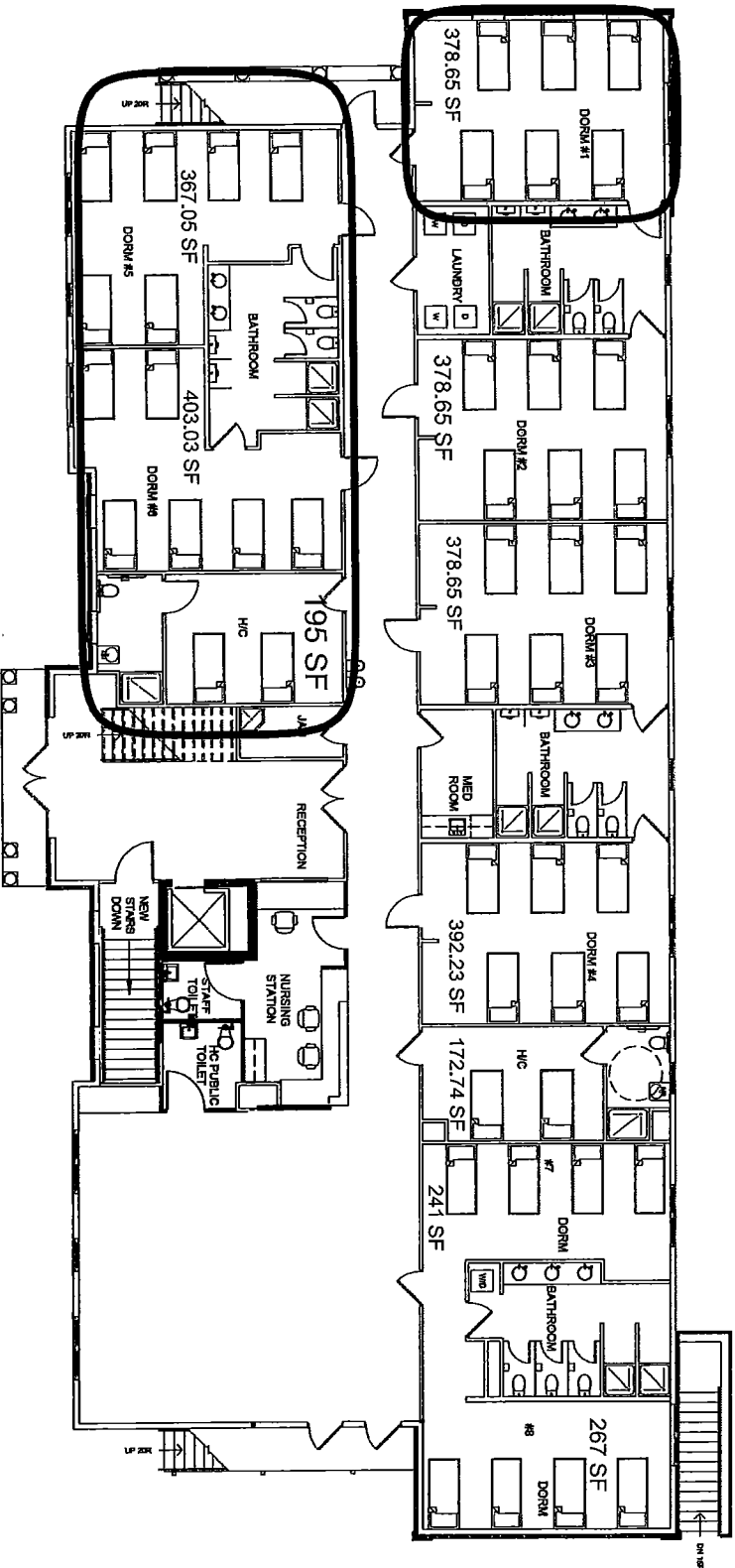
FOR PERMIT

Date:	10/20/18
Scale:	1/4" = 1'-0"
Drawn By:	DKK
Checked By:	DA

Drawing No. **A1.00**

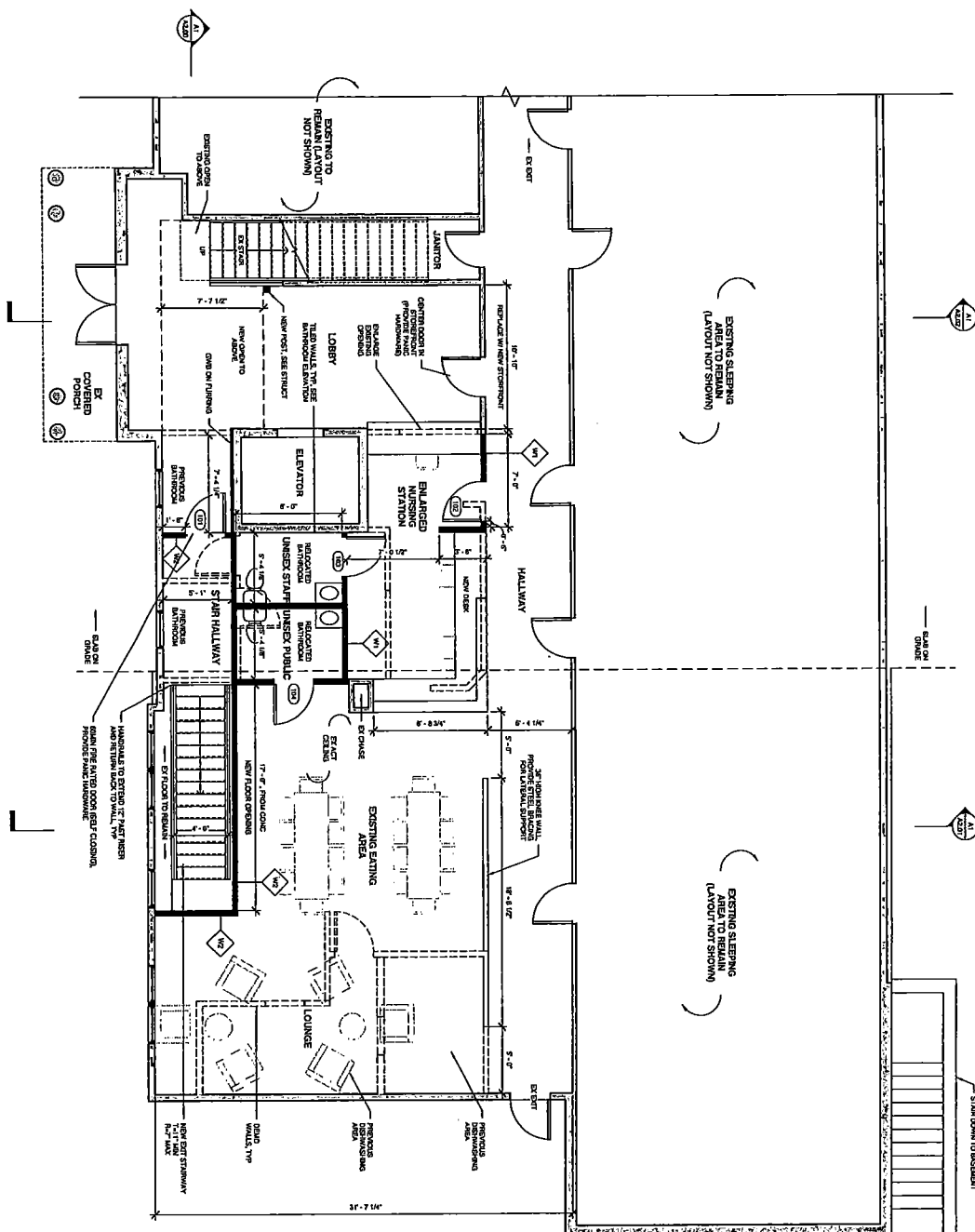
LEVEL 0

Sq footage of first floor including identified 3.7/3.7WM rooms



EXISTING SLEEPING
AREA TO REMAIN
(LAYOUT NOT SHOWN)

EXISTING SLEEPING
AREA TO REMAIN
(LAYOUT NOT SHOWN)



① LEVEL 1
1/4" = 1'-0"

REVISIONS		
NUMBER	DESCRIPTION	DATE

FOR PERMIT

Date	12/1/2018
Scale	1/4" = 1'-0"
Job No.	10000
Drawn By	DA

Drawing No. **A1.01**

DA
DONNY
ANKRI
ARCHITECTS

donnyankri.com | 443.929.2377

PORTO TREATMENT
CENTER:
RENOVATION

125 FAIRGROUND RD,
PRINCE FREDERICK,
MARYLAND 20678

4.5 BEDS

[illegible]

CORRIDOR WALL OR LAUNDRY ROOM WALL

SMOKE COMPARTMENT WALL
OR STAIR ENCLOSURE WALL

DA **DONNY
ANKRI
ARCHITECTS**
donnyankri.com | 443.929.2377

PORTO TREATMENT CENTER: RENOVATION

donnyankri.com | 443.929.2377

PROFESSIONAL CERTIFICATION, I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER 17239, EXPIRATION DATE 10/30/2022.



REVISIONS		
NUMBER	DESCRIPTION	DATE
1	REVISION 1	5/6/2021

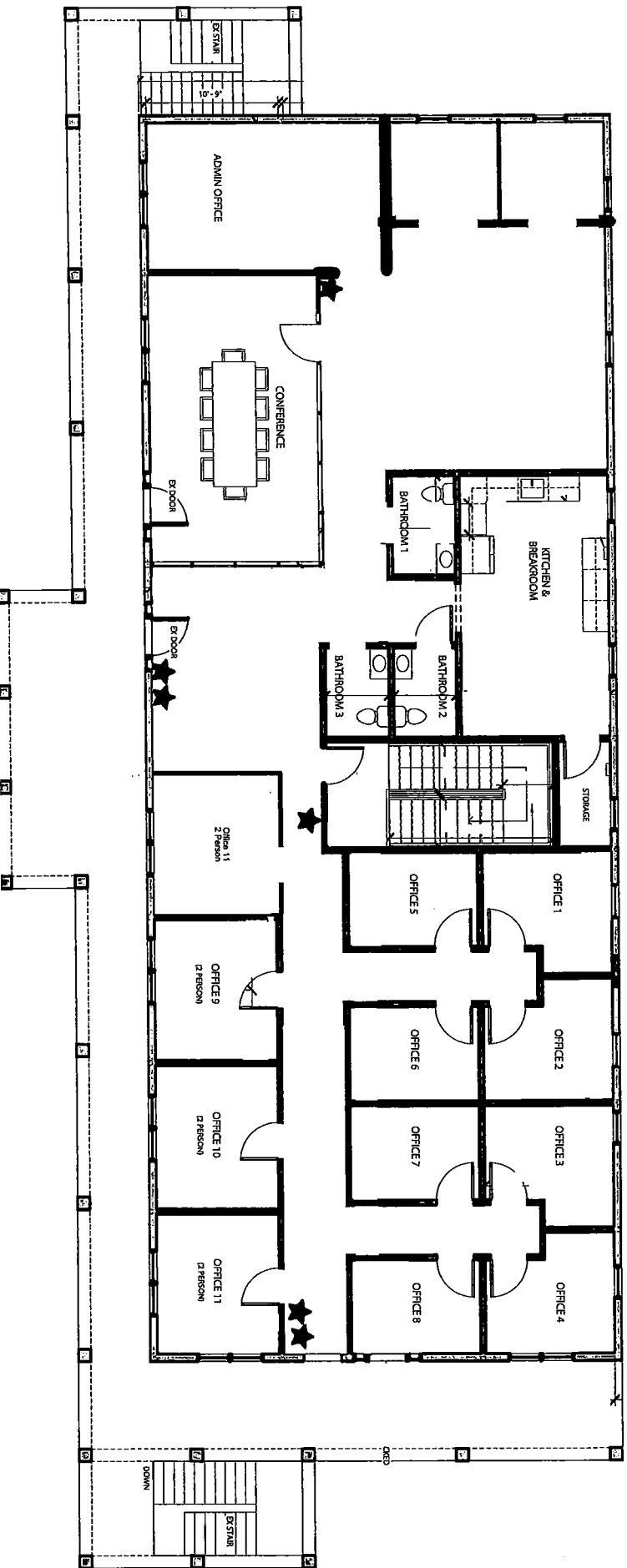
ADDENDUM	
Date	12/06/2020
Scale	3/16" = 1'-0"
Job No.	XXXX
Drawn By	DA

Drawing No. **A1.02**

75 Monnett Court

AVENUES

A RECOVERY COMMUNITY



- ★ Fire Extinguishers
- ★ Pull stations

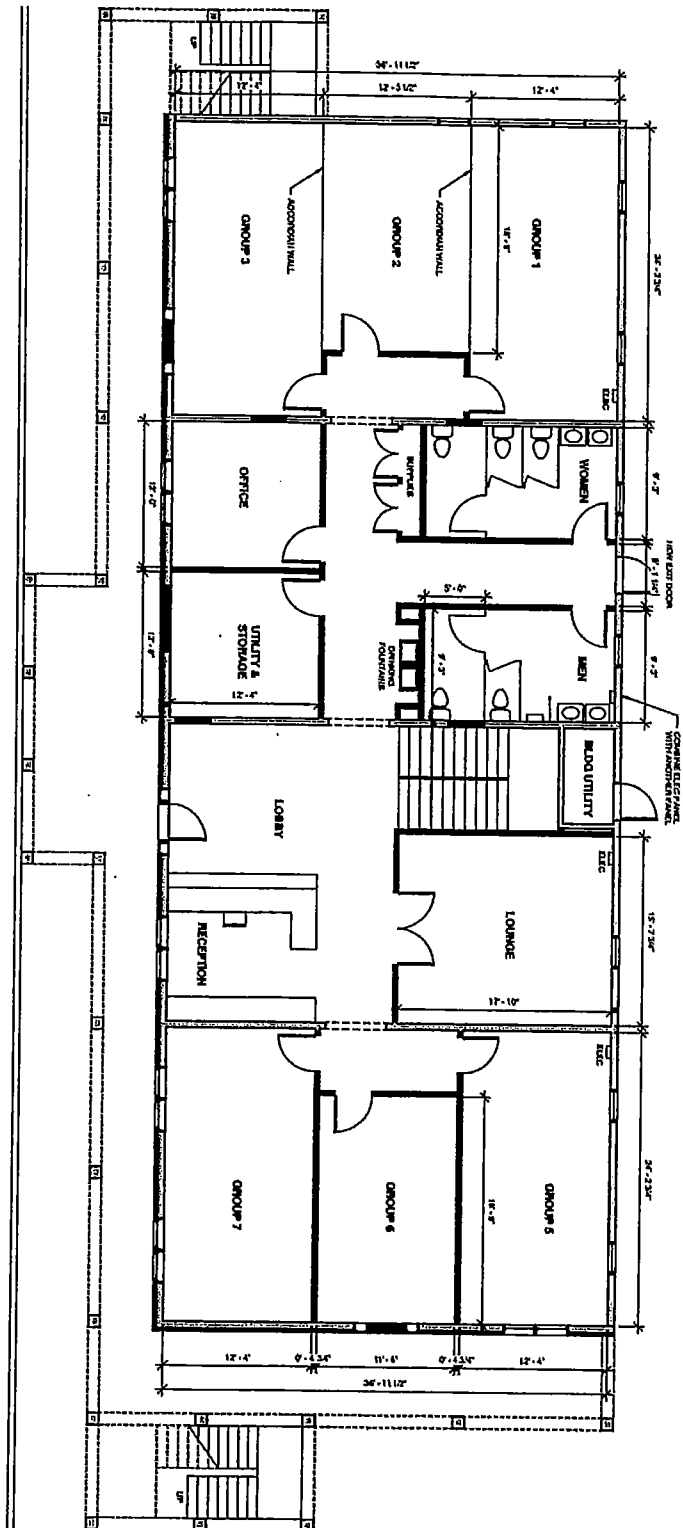


EXHIBIT 6

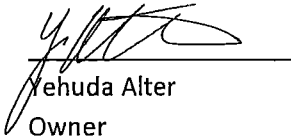


Monday, April 25, 2022

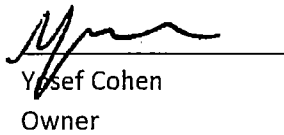
To whom it may concern,

This letter is to hereby certify that Yehuda Alter is authorized to sign all documents on behalf of DWI Services Inc. DBA Avenues Recovery Center of Maryland LLC.

Thank you,



Yehuda Alter
Owner



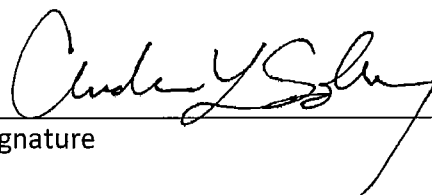
Yosef Cohen
Owner

EXHIBIT 7

I hereby declare and affirm under the penalties of perjury that the facts stated in the DWI Services, Inc. (d/b/a Avenues Recovery Center of Maryland) Certificate of Need Application are true and correct to the best of my knowledge, information and belief.

3/18/2022

Date



Signature

Principal, A.L.S. Healthcare Consultant Services

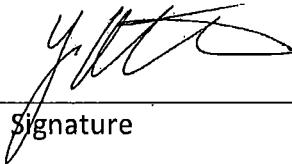
Position/Title

Andrew L. Solberg

Printed Name

I hereby declare and affirm under the penalties of perjury that the facts stated in the DWI Services, Inc. (d/b/a Avenues Recovery Center of Maryland) Certificate of Need Application are true and correct to the best of my knowledge, information and belief.

Date



Signature

CEO/Board Designated Individual

Position/Title

Yehuda Alter

Printed Name

EXHIBIT 8

Sliding Fee Scale

Avenues-Chesapeake Bay will utilize a sliding fee scale for uninsured and unfunded persons consistent with the individual's ability to pay and based on the Federal Poverty Guidelines as determined by the US Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation (<https://aspe.hhs.gov/poverty-guidelines>). The fee schedule outlined herein represents discount percentages from the standard billing rate charged to insurance carriers for each service.

HHS Poverty Guidelines for 2022 and Avenues Sliding Fee Scale

2021 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA				
PERSONS IN FAMILY/HOUSEHOLD	POVERTY GUIDELINE	If below 100%, may qualify for 75% financial assistance	If between 100% and 150%, may qualify for 50% financial assistance	If between 150% and 200%, may qualify for 25% financial assistance
For families/households with more than 8 persons, add \$4,720 for each additional person				
1	\$13,590	\$13,590	\$20,385	\$27,180
2	\$18,310	\$18,310	\$27,465	\$36,620
3	\$23,030	\$23,030	\$34,545	\$46,060
4	\$27,750	\$27,750	\$41,625	\$55,500
5	\$32,470	\$32,470	\$48,705	\$64,940
6	\$37,190	\$37,190	\$55,785	\$74,380
7	\$41,910	\$41,910	\$62,865	\$83,820
8	\$46,630	\$46,630	\$69,945	\$93,260

Financial Assistance Policy

Avenues Recovery Center of Maryland is committed to providing services to eligible patients at any income level. If a patient has health insurance coverage, Avenues Recovery Center of Maryland practice is to bill the insurer in accordance with the terms of the patient's policy. Avenues Recovery Center of Maryland shall not be responsible for any amounts that may otherwise be charged to the patient by his or her insurer. Avenues Recovery Center of Maryland shall not provide cash or a cash equivalent to the patient in conjunction with this Policy.

This Policy applies to any patient eligible for treatment services at Avenues Recovery Center of Maryland, regardless of race, religion, national origin, gender, age, or health status. Avenues Recovery Center of Maryland recognizes each patient's right to use the health care provider of his or her choice, and this Policy shall not be used to influence the patient's choice of provider. Individuals who are uninsured or underinsured and unable to pay for their treatment services may be eligible for financial assistance pursuant to this Policy. Avenues Recovery Center of Maryland is committed to providing 15% or more of its proposed annual adult intermediate care facility bed days to indigent or gray area patients.

Eligibility Criteria

A patient whose Financial guarantor's income is below **100%** of the current Federal Poverty Guidelines ("Guidelines") may qualify for a waiver of 75% of charges for services under this Policy. A patient whose financial Guarantor's income is between **100%** and **150%** of the Guidelines may qualify for a waiver of 50% of the charges for services under the Policy. A patient whose Financial guarantor is between **150%** and **200%** of the Guidelines may qualify for a waiver of 25% of the charges for services under the policy.

Patients may have presumptive eligibility if they are homeless and have no assets or qualify for other means-tested government programs.

The Guidelines are based on family size and annual income. The Guidelines are updated annually and are published each year in January by the United States Department of Health & Human Services. **The Facility Administrator** shall be responsible for obtaining and distributing the updated Guidelines each year.

Avenues Recovery Center of Maryland may make financial assistance available for patients that it has determined are unable to pay some of all of their medical bills because their bills exceed a certain percentage of family income or assets even though that have income that would otherwise exceed the general criteria for qualifying for free or discounted care under this policy ("Indigent").

Eligibility under this Policy lasts for one year or until the patient notifies Avenues Recovery Center of Maryland that his/her financial situation has changed such that he/she may no longer qualify for a waiver, at which time the patient should fill out a new application. It is the responsibility of the **administrator** to ensure that a new application form is made available to each patient whose eligibility for a waiver will be expiring in the upcoming month and who will likely be receiving services from Avenues Recovery Center of Maryland after such expiration.

Required Documentation for Discounts

As referenced in the 'Eligibility Criteria,' Avenues Recovery Center of Maryland will determine a patient's financial hardship by an evaluation of substantiating factors. These factors include:

- Employment Status
- Guarantor
- Family/household
 - Number in household
 - Number in school
 - Number of dependents
- Net Income on a monthly basis
 - Patient's income
 - Spouse's income
 - Child Support received
 - Social Security
 - Pension
 - SSI/Disability
 - Food Stamps
 - Other income
- Financial Obligations to include the following monthly expenses:
 - Rent/Mortgage
 - Car/Truck Payments
 - Utilities (electric, phone, gas, water)

- Car Insurance
- Health/Dental Insurance
- Property Insurance
- Property Tax
- Medical Fees
- Transportation
- Laundry/Cleaning
- Food
- Child Care
- Child Support Paid
- Other

Patients who decline to offer this information will not be eligible for a discount.

In addition to the evaluation of the above criteria, patients must also provide the following required documentation:

- Proof of Income (if employed) one of the following:
 - 1040
 - W2
 - Last pay stub received
 - Written statement by employer
- Proof of Income (if unemployed) one of the following:
 - Public assistance check stub/copy
 - Social security check stub or letter of award
 - Certification letter from Medical Assistance or Department of Social Services
 - Letter of reference from a 501 (c)(3) organization, such as a church (if other forms not available)

EXHIBIT 9

OUTREACH

Avenues Recovery Center is committed to be an active member of the community in which we are providing services. To that end, the Team is focused on ensuring that said community is aware of the services being offered at Avenues by engaging in outreach efforts, including but not limited to involvement in community events that promote education of and resources for individuals with behavioral health-related issues and/or their families/significant others and networking with other healthcare providers to ensure continuity and collaboration of care, that will promote interest in those services.

Outreach efforts include but are not limited to:

- Identifying individuals who need the services offered.
- Alerting individuals and/or their families/significant others to the availability of the services offered
- Encouraging individuals to utilize the community service delivery system.

The outreach plan includes but is not limited to engaging with local providers of behavioral health services, primary care physicians and other physical health-related Specialists, local community organizations, such as religious organizations, educational institutions, and emergency responders, such as the police, fire department, and ambulance services. The Outreach Plan also includes informing the community about the services being provided by Avenues as well as the assessment process to be considered for services. An essential part of being an effective provider of treatment in any given community is being an active member of the local community, not only sharing information about the services being provided but “giving back” as identified by the Treatment Team and the individuals in services to that community.

EXHIBIT 10

Fee Schedule 2022

Service	Fee
Detox	\$3,900
Residential	\$3,300
Partial Hospitalization	\$2,600
Intensive Outpatient	\$1,800
Outpatient	\$495
Initial Psych Eval	\$750
Urine Analysis	\$1,200

EXHIBIT 11

TREATMENT MODEL

Avenues strives to be thoughtful and intentional in all aspects of the patient's experience. To this end, Avenues has developed a treatment curriculum via an evidence-based approach thus providing treatment for patients that has been demonstrated to be effective with similar populations. Evidence-based practice is the integration of the best available research with clinical expertise in the context of patient characteristics, culture and preferences. Avenues incorporates the following treatment models and practices:

Motivational Interviewing (MI) - MI is a goal-directed, patient-centered counseling style for helping patients change by exploring and resolving ambivalence. Ambivalence can be thought of as having mixed thoughts and feelings about one's relationship with substance abuse. For example, many men and women who come to treatment would like to get sober, but also have difficulty managing thoughts and feelings the drive continued using. Examination and resolution of ambivalence becomes a key goal to change. MI has been applied to a wide range of problem behaviors related to alcohol and substance abuse as well as mental health issues.

Cognitive Behavioral Therapy – Cognitive-behavioral therapy seeks to change irrational thoughts that may fuel unhealthy behavior. (e.g., I can't deal with these memories and feelings without a substance). The therapist works with the patient to identify both the thoughts and the behaviors that are causing distress, and to change those thoughts in order to readjust the behavior. In some cases, the patient may have certain fundamental core beliefs, called schemas, which are flawed and require modification.

Dialectical Behavioral Therapy (DBT) – DBT is a cognitive-behavioral treatment approach with two key characteristics: a behavioral, problem-solving focus blended with acceptance-based strategies, and an emphasis on dialectical processes. "Dialectical" refers to the issues involved in treating patients with multiple disorders and to the type of thought processes and behavioral styles used in the treatment strategies. DBT as utilized at Avenues has four components: (1) capability enhancement (skills training); (2) motivational enhancement (individual behavioral treatment plans); (3) structuring of the environment (programmatic emphasis on reinforcement of adaptive behaviors); and (4) capability and motivational enhancement of therapists (therapist team consultation group). DBT emphasizes balancing behavioral change, problem-solving, and emotional regulation with validation, mindfulness, and acceptance of patients. Therapists follow a detailed procedural manual.

Acceptance and Commitment Therapy (ACT) - ACT is a contextually focused form of cognitive behavioral psychotherapy that uses mindfulness and behavioral activation to increase patients' psychological flexibility--their ability to engage in values-based, positive behaviors while experiencing difficult thoughts, emotions, or sensations. ACT has been shown to increase effective action; reduce dysfunctional thoughts, feelings, and behaviors; and alleviate psychological distress for individuals with a broad range of mental health issues.

Trauma-Informed Addictions Treatment (TIAT) – TIAT is an addictions group treatment intervention for working with men and women in the active treatment phase of recovery who are also survivors of trauma including physical, sexual and emotional abuse. In part I group members

develop a shared emotional and relational vocabulary. Part 2 focuses more specifically on abuse and the connections between trauma and psychological symptoms, addictive behavior and relationship patterns. Part three focuses most directly on core recovery skills.

Eye Movement Desensitization and Reprocessing (EMDR) - EMDR is an evidence-based psychotherapy for Posttraumatic Stress Disorder (PTSD). In addition, successful outcomes are well-documented in the literature for EMDR treatment of other psychiatric disorders, mental health problems, and somatic symptoms. EMDR therapy is an eight-phase approach. It begins with a history-taking phase that identifies the current problems and the earlier experiences that have set the foundation for the different symptoms, and what is needed for a fulfilling future. Then a preparation phase prepares the patient for memory processing. The memory is accessed in a certain way and processing proceeds with the patient attending briefly to different parts of the memory while the information processing system of the brain is stimulated. Brief sets of eye movements, taps or tones are used (for approximately 30 seconds) during which time the brain makes the needed connections that transform the “stuck memory” into a learning experience and take it to an adaptive resolution. New emotions, thoughts and memories can emerge. What is useful is learned, and what is now useless (the negative reactions, emotions and thoughts) is discarded.

Expressive Therapy (ET) – ET introduces action to psychotherapy to encourage individuals to use an expressive form of communication as a means for further exploration and that action within therapy and life is rarely limited to a specific mode of expression. ET makes use of art, music, dance/movement, drama, poetry/creative writing, play, gardening, sand tray, etc. within the context of therapy and recovery. ET adds a unique dimension to therapy and recovery because they have several specific characteristics not always found in strictly verbal therapies, including, but not limited to, (1) self-expression, (2) active participation, (3) imagination, and (4) mind–body connections.

Equine Assisted Psychotherapy & Learning (EAP/EAL) – EAP/EAL incorporates horses experientially for emotional growth and learning. It is a collaborative effort between a licensed therapist and a horse professional working with the patients and horses to address treatment goals. EAP/EAL is experiential in nature. This means that participants learn about themselves and others by participating in activities with the horses, and then processing (or discussing) feelings, behaviors, and patterns. The focus of EAP/EAL involves setting up ground activities involving the horses which will require the patient or group to apply certain skills. Non-verbal communication, assertiveness, creative thinking and problem-solving, leadership, work, taking responsibility, teamwork and relationships, confidence, and attitude are several examples of the tools utilized.

Family Program—Avenues recognizes the importance that family and significant others provide in your recovery. The Family program offers family therapy when indicated to assist the family in relationship building, problem solving and overall health and wellness of the family. Family Day is also offered a minimum of two times during your 90-day treatment stay. Family Day offers the opportunity for families to learn about addiction and how to be part of the solution for their loved one. Family Days are usually offered on Saturdays and families are notified in advance of the date and time schedule.

EXHIBIT 12

TREATMENT PLANNING

POLICY

Every Avenues patient will develop a person-centered plan, also known as the “treatment plan”, that with their primary therapist based on the assessment, the patient’s needs, strengths, preferences, and goals. That treatment plan will be specific, measurable and outcomes focused. The treatment plan will be developed based on the assessments made of the patient.

A complete and accurate assessment (*see assessments*) drives the identification and delivery of the care, treatment, or services needed by the individual served. Avenues assesses the outcome of treatment by monitoring the individual’s progress towards goals. All treatment plans are communicated to the patient in a manner that is understandable.

PROCEDURE

- 1) The initial treatment plan is developed within 24 hours of admission.
- 2) The full treatment plan is to be completed within seven (7) days of admission.
- 3) Plans are reviewed:
 - a) When changes occur in treatment
 - b) At least every two (2) weeks
 - c) Periodically by a physician
 - i) The physician is responsible for integrating the use of medication into the treatment plan.
 - ii) Physician may make physical/medical care recommendations be included into the treatment plan.
- 4) While treatment plans are typically developed by the patient, therapist, and treatment team, the patient is encouraged to involve his or her family in decisions about care, treatment, or services.
 - a) The patient determines the role of family members and their access to information. If the family of a patient does not agree to participate in treatment planning, the program shall document the attempt to engage the family, as well as their refusal.
- 5) Treatment plans are prepared using the information from the assessment process.
- 6) Treatment plans are based on the patients:
 - a) Strength
 - b) Needs
 - c) Abilities
 - d) Preferences
- 7) Treatment plans are focuses on the integration and inclusion of the person served into:
 - a) His or her community

- b) The family, when appropriate
 - c) Natural support systems
 - d) Other needed services.
- 8) Person-centered treatment plans include the following components:
- a) Identification of the needs/desires of the patient:
 - i) Goals that are expressed in the words of the patient.
 - ii) When necessary, clinical goals that are understandable to the patient.
 - iii) Goals that are reflective of the informed choice of the patient
 - b) Specific service or treatment objectives that are:
 - i) Reflective of the expectations of:
 - (1) The patient
 - (2) The treatment teams.
 - ii) Reflective of the patients:
 - (1) Age
 - (2) Development
 - (3) Culture and ethnicity
 - iii) Responsive to the patient's disabilities/disorders or concerns
 - iv) Understandable to the patient
 - v) Measurable
 - vi) Achievable
 - vii) Time specific
 - viii) Appropriate to the services/treatment setting
 - c) Identification of specific intervention's, modalities, and/or services to be used.
 - d) Frequency of specific interventions, modalities, or services
 - e) When applicable:
 - i) Any needs beyond the scope of the program
 - ii) Referral for additional services
 - iii) Transition to other community services
 - iv) Community-based services options available to persons in long-term residential support programs.
 - v) Available aftercare options, when needed.
 - f) When applicable, identification of:
 - i) Legal requirements
 - ii) Legally imposed fees
- 9) Treatment plans may be revised and/or updated as assessments are completed and/or new patient information is obtained or on an as-needed basis.
- 10) When assessment identifies a potential risk for suicide, violence, or other risky behaviors, a safety plan is completed with the patient as soon as possible. The safety plan includes:

- a) Triggers
 - b) Current coping skills
 - c) Warning signs
 - d) Actions to be taken to:
 - i) Respond to periods of increased emotional pain.
 - ii) Restrict access to lethal means.
 - iii) Preferred interventions necessary for:
 - (1) Personal safety
 - (2) Public safety
- 11) When the patient has a concurrent disorders or disabilities and/or comorbidities:
- a) The person-centered treatment plan specifically addresses these conditions in an integrated manner.
 - b) Services are provided by personnel, either within the organization or by referral, who are qualified to provide services for the patient with concurrent disabilities and/or disorders.
- 12) Planning of care, treatment or services includes identifying objectives for the identified goals.
- 13) Planning of care, treatment or services includes intervention and services necessary to meet the identified goals.
- a) Activities detailed in the plan are designed to occur in a time frame that meets the physical care needs of the individual served.
 - b) Goals are expressed in a manner that captures the individuals' words or ideas;
 - c) Goals are built on the individual's strengths;
 - d) Goals also include factors that support the transition to community integration when identified as a need during assessment.
- 14) Each patient will receive a preliminary plan will focus on the patient's safety. The preliminary plan for care, treatment, or services addresses intervention in response to emergency needs, such as immediate need for placement or danger to self or others.

EXHIBIT 13



Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Behavioral Health Administration

Aliya Jones, M.D., MBA
Deputy Secretary Behavioral Health
55 Wade Ave., Voc. Rehab. Bldg., SGHC
Catonsville, MD 21228

November 22, 2021

Hudi Alter, CEO

DWI Services, Inc. dba Avenues Recovery Center of Maryland

- 125 Fairground Road and 75 Monnett Court, Prince Frederick, MD 20678

Mailing address:

211 Boulevard of the Americas, Suite 503
Lakewood, NJ 08701

Dear Mr. Alter:

The Behavioral Health Administration (BHA) has modified your licenses to operate under COMAR 10.63 Community-Based Behavioral Health Programs. Your licenses are enclosed and are valid through **January 31, 2024**, unless revoked under COMAR 10.63.06.13.

Licenses are valid only for the program/service type(s) and location(s) for which they are issued. They cannot be transferred per COMAR 10.63.01.03B. In addition, all closures, relocations, or expansions must be approved by the Department's designated approval unit per COMAR 10.63.06.07B. You may not begin operation at a new location until you receive your license to do so.

If your license is for an accreditation-based service, you are required to maintain accreditation throughout the licensing period in order for the license to remain valid. Additionally, you must submit an application to renew a license at least 60 days before the expiration date shown on the license. Failure to do so may result in a suspension of your license to operate under COMAR 10.63.

If you are a Medicaid provider, a condition of Medicaid participation is that you maintain your COMAR 10.63 license to operate (*see COMAR 10.09.36.02*) in order to be reimbursed under Medicaid. If you fail to maintain your license under COMAR 10.63, the BHA will notify Medicaid to terminate enrollment effective the same date as the loss of your license under

COMAR 10.63. Medicaid providers must remain in compliance with Medicaid regulations, COMAR 10.09. Licensure alone is not enough to guarantee payment for services, and payers may have additional requirements which must be met as a prerequisite for reimbursement.

The appropriate Core Service Agency, Local Addictions Authority, or Local Behavioral Health Authority, whichever is appropriate, Medicaid, and the Administrative Service Organization have been informed about the agency's status by copy of this letter. If you have any questions, please contact me at 443-401-4579 or by email at christine.rowley@maryland.gov.

Sincerely,

Christine Rowley, RN

Christine Rowley, RN
Health Facility Surveyor Nurse II
BHA, Office of Licensing

cc:

Marian Bland
Abigail Baines
Frank Dyson
Admin. File
CSA/LAA/LBHA
Lisa Fassett

Kristy Hicks
Doris Williams
Monica Brookins
Tammy Fox
Patricia Williams



MARYLAND DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH ADMINISTRATION
SGHC – VOCATIONAL REHABILITATION BUILDING
55 WADE AVENUE
CATONSVILLE, MARYLAND 21228

POST IN A CONSPICUOUS PLACE

Issued to:
DWI Services, Inc.

DBA: Avenues Recovery Center of Maryland

75 Monnett Court
Prince Frederick, MD, 20678

PROGRAM TYPE/SERVICE LEVEL	Effective Date	Expiration Date	License #
Level 2.1 - Intensive Outpatient Treatment Program	March 22, 2021	January 31, 2024	200109381
Level 1 - Outpatient Treatment Program	March 22, 2021	January 31, 2024	200109382
Level 2.5 - Partial Hospitalization Treatment Program	March 22, 2021	January 31, 2024	200109383
Level 3.3 - Residential - Medium Intensity Program	March 22, 2021	January 31, 2024	200109385
Level 3.5 - Residential - High Intensity Program	March 22, 2021	January 31, 2024	200109386

BED TYPE	COUNT
	0

To be operated as a single entity with 125 Fairground Road, Prince Frederick, MD 20678.

Aliya Jones, M.D., MBA
Deputy Secretary/Executive Director

(Not Transferable)

Authority to operate in the State is granted to the above entity pursuant to the Health-General Article, 7.5-204, 7.5-205, 7.5-401 and 10-922, 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. Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

Printed Date: November 22, 2021



MARYLAND DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH ADMINISTRATION
SGHC – VOCATIONAL REHABILITATION BUILDING
55 WADE AVENUE
CATONSVILLE, MARYLAND 21228

POST IN A CONSPICUOUS PLACE

Issued to:
DWI Services, Inc.

DBA: Avenues Recovery Center of Maryland

125 Fairground Road
Prince Frederick, MD, 20678

PROGRAM TYPE/SERVICE LEVEL	Effective Date	Expiration Date	License #
Level 1 - Outpatient Treatment Program	March 22, 2021	January 31, 2024	190306689
Level 2.1 - Intensive Outpatient Treatment Program	March 22, 2021	January 31, 2024	190306690
Level 3.5 - Residential - High Intensity Program	March 22, 2021	January 31, 2024	190306692
Level 3.3 - Residential - Medium Intensity Program	March 22, 2021	January 31, 2024	190306691
Level 2.5 - Partial Hospitalization Treatment Program	March 22, 2021	January 31, 2024	190306885

BED TYPE	COUNT
3.3;3.5;Withdrawal Mgt	93

To be operated as a single entity with 75 Monnett Court, Prince Frederick, MD 20678

Aliya Jones, M.D., MBA
Deputy Secretary/Executive Director

(Not Transferable)

Authority to operate in the State is granted to the above entity pursuant to the Health-General Article, 7.5-204, 7.5-205, 7.5-401 and 10-922, 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. Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

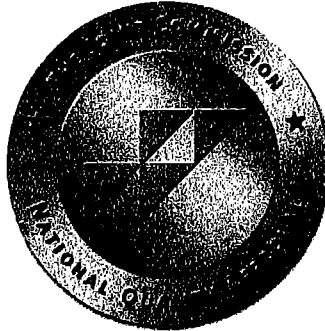
Printed Date: November 22, 2021

EXHIBIT 14

Avenues Recovery Center of Maryland

Prince Frederick, MD

has been Accredited by




The Joint Commission


Which has surveyed this organization and found it to meet the requirements for the
Behavioral Health Care and Human Services Accreditation Program

May 8, 2021

Accreditation is customarily valid for up to 36 months.


Jane Englebright, PhD, RN, CENP, FAAN
Chair, Board of Commissioners


ID #635910
Print/Reprint Date: 02/09/2022


Ana Pujols McKee, MD
Interim President & CEO

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



EXHIBIT 15

 <p>A VENUES A RECOVERY COMMUNITY</p>	Policy Title: Clinical Records/Utilization Review
	Effective Date/Revision Date: January 1, 2022
Joint Commission Standard: RC.01.01.01; RC.01.02.01; RC.01.03.01; RC.01.04.01; RC.02.01.01; RC.02.04.01; IM.02.02.03; RI.01.04.01; MM.01.01.01; MM.06.01.03; MM.07.01.01; IM.02.02.01	Legal Reference: COMAR §10.47.01.04-F; COMAR §10.47.01.08-A

Policy

Avenues has established and implemented policies and procedures for production, maintenance, retention, and destruction of clinical records (including electronic records), which shall be reviewed at least annually by the administrator. The administrator ensures that clinical records are maintained and procedures for patient clinical recordkeeping are followed.

The Avenues clinical director is designated to act as the coordinator of clinical record services and the CEO shall fulfill this role in the absence of the clinical director to ensure staff access to clinical records at all times.

Procedure

- 1) Avenues is committed to the Quality Improvement initiatives therefore the Quality Assurance Committee conducts review of records through participation in chart audits, utilization reviews and control programs in order to ensure that treatment, care, and services provided are:
 - a) Medically/clinically necessary
 - b) Efficient and cost effective.
 - c) Provides the least restrictive level of care necessary to achieve a successful outcome.
 - d) In adherence to state, federal and accreditation requirements
- 2) Avenues uses standardized terminology, definitions, abbreviations, acronyms, symbols, and dose designations.
- 3) Avenues requires that all clinical records be entered into the Electronic Medical Records (EMR) KIPU and signed by the person entering them.
 - a) Any paperwork that needs to be added to the records should be scanned and uploaded into KIPU.
 - b) Any computer-generated signatures shall be password protected to ensure that signature is authentic.

- 4) All medical orders, including verbal and telephone orders, shall be verified by authorized medical personnel or countersigned in writing within 72 hours by the medical director or physician who issued the original order and in accordance with State laws.
- 5) When using a facsimile communication system (FAX), entries into the clinical record shall be in accordance with the following procedures:
 - a) The physician shall sign the original order, and include the history and/or examination if conducted at an off-site location;
 - b) The original order shall be transmitted by FAX system to the facility for inclusion in the clinical record;
 - c) The physician shall submit the original for inclusion in the clinical record within seven days, unless a plain paper laser facsimile process was used; and
 - d) The copy transmitted by FAX system shall be replaced by the original, unless a plain paper laser facsimile process was used.
- 6) The clinical record shall be available to the patient's substance abuse counselor or clinical treatment staff involved in the patient's care at all times during the hours of operation.
- 7) The Avenues shall establish a clinical record for each patient, containing the following:
 - a) Name
 - b) Date of admission
 - i) Summary of the admission interview
 - ii) Bio-psychosocial assessment
 - c) Address
 - d) Date of birth
 - e) Race
 - f) Religion (optional)
 - g) Gender
 - h) Emergency contact name, address, and phone number
 - i) Billing information
 - j) All assessments
 - k) Emergency contact
 - l) Clinical notes that are entered on the day the service is rendered
 - i) Group notes
 - ii) Individual notes
 - m) Treatment plan signed and dated by the medical and clinical personnel
 - i) Documentation of the patient's participation in the development of his or her treatment plan or documentation by a physician or licensed clinician that the patient's participation is medically or clinically contraindicated
 - n) Medical History
 - i) Doctors' orders


- ii) Known allergies
 - iii) Diagnosis/conditions
 - iv) Height and weight
 - v) Current medications
 - vi) Physical examination signed and dated by the physician
 - vii) Medical notes for services provided by physicians, nurses and other licensed medical practitioners shall be entered in the patient record on the day of service
 - viii) A record of medications administered is documented in the patients' file. This include the name and strength of the drug, date and time of administration, dosage administered, method of administration, a description of reactions if observed and a signature of the person who administered the drug.
 - ix) A record of self-administered medications is kept in the patient file. The record includes the name and strength of the drug, date and time given to the patient, dosage, signature of the person who released the medication to the patient and the signature of the medical director approving self-administration.
 - (1) The medical director must approve self-administration.
 - (2) Self-administration is supervised by trained staff.
 - (3) Patient is educated about the medication and safe use.
 - x) Results of laboratory, radiological, diagnostic, and/or screening tests performed
 - xi) A record of psychotropic medications or mood-altering medications prescribed to the patient.
 - xii) Documentation of the medical history and physical examination signed and dated by the physician for opioid treatment and detoxification of patients or the comprehensive health history for patients receiving other residential or outpatient substance abuse services.
- 8) Referral documentation shall include the:
 - a) Reason for referral;
 - b) Name of the individual;
 - c) Referring program;
 - d) Receiving program; and
 - e) Final disposition of referral.
 - 9) Previous treatment records and correspondence.
 - 10) The patient's signed acknowledgment that he or she has been informed of and received a copy of the patient rights, fee schedule and payment policy.
 - 11) The patient's signed acknowledgment that he/she is made aware of, and has approved, receiving counseling services from a substance abuse counselor intern.
 - 12) A log recording the clothing, personal effects, valuables, funds and other property deposited by the patient with the facility for safekeeping, signed by the patients, his or her

family or legally authorized representative and substantiated by receipts given to the patient, his or her family legally authorized representative.

- 13) Reports of accidents or incidents required to be reported to the administrator, governing authority.
- 14) A record of referrals to other health care or social service providers, including those made to mental health providers.
- 15) Summaries of consultations.
- 16) Any signed, written informed consent forms or an explanation of why an informed consent was not obtained from the patient.
- 17) A record of treatment, drug or service offered by appropriate staff and refused by the patient.
- 18) Instructions given to the patient and/or the patient's family for care following discharge
- 19) Continuum of care (discharge) plan
- 20) Continuum of care (discharge) summary.
- 21) Avenues requires that documentation of all services provided and transactions regarding the patient are entered in his or her clinical record in a uniform manner;
- 22) Avenues shall preserve the confidentiality of information contained in the clinical record in accordance with Federal statutes and rules for the Confidentiality of Alcohol and Drug Abuse Patient Records at 42 U.S.C. §§ 290dd-2 and 290ee-2 and 42 CFR Part 2 and the provisions of HIPAA.
 - a) Access to the records is limited to providing treatment.
 - b) Patient files are created upon admission.
 - c) All patient files will be closed within 30 days of discharge, with access to and identification of all patients clinical records maintained.
 - d) Records are readily accessible for a minimum of four (4) years following the discharge of a patient.
 - e) Clinical records may be transferred to another facility or treatment center at the written request of the patient.
 - f) Avenues has established policies and procedures for providing copies of a patient's clinical record to the patient, his or her legally authorized representative or a third-party payer where permitted by law or otherwise authorized in writing by the patient.
- 23) The intentional destruction or unauthorized alteration of protected health information is forbidden and must be reported to administration and an incident report must be completed.
- 24) Unintentional changes to the chart or accidental destruction of charts must be reported to a supervisor and an incident report must be completed.

- 25) Avenues has mitigated the risk of loss of data or interruptions to its information process by implementing the HIPAA protected EMR called KIPU.
- a) Avenues creates PDF packages of all data quarterly.
 - b) KIPU is cloud based with multiple servers in multiple locations.
 - c) KIPU routinely backs up all data and the information are stored for a minimum of ten years.
 - d) Should Avenues experience a loss of power or internet service, staff will be allowed to access KIPU at an alternate location.

EXHIBIT 16

 <p>A VENUES A RECOVERY COMMUNITY</p>	Policy Title: Admission (Pre-admission and Retention)
	Effective Date/Revision Date: January 1, 2022
Joint Commission Standard: IC.02.03.01; CTS.01.01.01; CTS.01.02.01; CTS.02.01.01; CTS.02.02.09; CTS.03.01.03; RI.01.01.01; RI.01.05.01; RI.02.01.01; RI.01.03.05; CTS.04.01.03(9-16); LD.04.03.01	Legal Reference: COMAR §10.63.01.01-F; COMAR §10.47.01.07-C

Policy

The preadmission, and admission, process is available 24 hours a day. The preadmission and admission process are an important part of the treatment process. Avenues believes that it is in the best interest of the patient to make the admissions process as simple and thorough as possible. Avenues does not maintain a waiting list. In the rare instance that Avenues is not able to immediately admit a patient, staff will make an appropriate referral to a treatment center that can immediately meet the needs of the patient.

Patients must be:

- 18 years of age or older; and
- Patient is coherent, rational, and oriented for treatment; and
- Patient is able to comprehend and understand the materials presented; and
- Patient is able to participate in the rehabilitation/treatment process; and
- Patient is able to self-evacuate; and
- Patient is not a danger to self and/or others

Avenues provides uniform screening for patient placement and quality assessment, diagnosis, evaluation, and referral to appropriate level of care. A comprehensive bio-psychosocial assessment and ASAM six (6) Dimensional risk evaluation must be completed prior to admission, which substantiates member placement at the appropriate ASAM level of care. The evaluation is reviewed and signed off on by a licensed clinician.

Avenues does not exclude or discriminate against an individual on the basis of the individual receiving opioid treatment services. Avenues does not discriminate in the provision of services on the basis of race, creed, color, age, gender, sexual orientation, national origin, marital status, disabilities, and any other classification prohibited under State or federal law including Americans with Disabilities Act, 28 CFR 35; and Fair Housing Act, 42 U.S.C. §3604.

Procedure

- 1) Avenues only admits those whose behavioral health needs, as indicated by assessments and pre-screening, can be fully met by the facility.
- 2) Prior to, or at the time of admission to the facility, the facility staff shall conduct a preadmission interview with all patients either by phone in person or other to determine admissions eligibility.
- 3) In lieu of an initial admission assessment, the admission team may obtain a current assessment conducted within the past year that determines the individual's diagnosis and update the assessment to represent the patient's current presentation.
- 4) If the patient is disoriented due to psychological or physiological complications or conditions, the initial admission assessment shall be completed as soon as the patient is capable of participating in the process.
- 5) Avenues' admission staff includes patient participation in the assessment process to the extent appropriate.
- 6) The initial admission assessment contains the following:
 - a) Screening to determine eligibility and appropriateness for admission and referral:
 - b) Biopsychosocial evaluation that includes:
 - i) Circumstances leading to admission;
 - ii) Past and present behavioral health concerns;
 - iii) Past and present psychiatric and addictive disorders treatment;
 - iv) Significant medical history and current health status;
 - v) Family and social history;
 - vi) Current living situation;
 - vii) Relationships with family of origin, nuclear family, and significant others;
 - viii) Education and vocational training;
 - ix) Employment history and current status;
 - x) Military service history and current status;
 - xi) Legal history and current status;
 - xii) Legal history and current legal status;
 - xiii) Emotional state and behavioral functioning, past and present; and
 - xiv) Strengths, weaknesses, and needs.
 - c) Physical examination or appropriate referral within 72 hours if indicated by the physician, nursing assessment or screening process;
 - d) Appropriate assignment to level of care (based on ASAM LOCI-3) with referral to other appropriate services as indicated;
 - e) Patients are screened for significant functional impairments in one or more of the following areas:
 - i) Activities of daily living

- ii) Interpersonal functioning
 - iii) Psychological functioning
- f) After screening, Avenues matches accepted individuals with the care, treatment, and/or services appropriate to their needs.
- 7) When a patient leaves the program abruptly and would like to readmit, they are reassessed for the appropriate ASAM level of care.
- 8) If admission to Avenues is denied, the documentation of the reasons for denial and referral of the patient to appropriate treatment services. Avenues will not admit a patient into the program if:
 - a) The individual is unconscious at the time of presentation to admission. In this case, Avenues will call 911 and have the individual transferred to the nearest hospital;
 - b) An individual manifesting such a degree of behavioral or psychiatric disorder that the individual is a danger to himself or herself or others, or whose behavior interferes with the health, safety or welfare of staff or other patients.
 - c) Patients who present with unstable medical or psychiatric conditions are not appropriate for this level of care.
- 9) If accepted into the program a summary of the interview shall be documented in the patient clinical record.
- 10) At the time of admission, patients sign an Informed Consent.
 - a) Informed Consent is required for the following services/treatment
 - i) Vivitrol
 - ii) Psychotropic medications
 - iii) Substance abuse treatment
 - b) The patient has the right to full information in layman's terms, concerning his diagnosis, proposed treatment, care and/or services, as well as prognosis.
 - c) This includes information about possible complications, goals, benefits, alternative treatments (risks and benefits), and potential risks associated with not receiving the treatment.
 - d) When it is not medically advisable to give such information to the patient, the information shall be given on his behalf to the patient's next of kin or other appropriate person.
 - e) Except for emergencies, the physician must obtain the necessary informed consent prior to the start of any procedure or treatment, or both.
 - f) Staff review proposed care, treatment and/or services.
 - g) When a patient is unable to make decisions about their care, treatment and services, Avenues involves a surrogate decision-maker in making decisions.
 - a) Avenues respects the patients or surrogate decision-makers right to refuse care, treatment, and services, in accordance with law and regulation.

- b) A patient or, in the event the patient is unable to give informed consent, a legally responsible party, has the right to be advised when a physician is considering the patient as a part of a medical care research program or donor program, and the patient, or legally responsible party, must give informed consent prior to actual participation in such a program. A patient, or legally responsible party, may, at any time, refuse to continue in any such program to which he has previously given informed consent.
 - c) Avenues involves the family in care, treatment, and services decisions to the extent permitted by the patient or surrogate decision-maker, in accordance with law and regulation.
 - d) Avenues provides the patient or surrogate decision-maker with the information about the following: Outcomes of care, treatment, and services that the patient needs in order to participate in current and future health care decisions.
- 11) Staff orients the patient to the program, services offered and the treatment process. Patient orientation will include: Avenues' policies, locations, business hours, fee schedules, patient right, patient responsibilities, program rules, criteria for admission, treatment, discharge, community resource, and services provided, including but not limited to: screening, assessment, diagnosis, counseling, education, case management, and how medical emergencies are handled.
- 12) Orientation and ongoing education include:
- a) The benefit of treatment and nature of the recovery process, including the phases of treatment.
 - b) Clinical guidelines, rules, and regulation, including the requirement to sign a formal agreement of consents and fees and billing procedures.
 - c) Noncompliance and discharge procedures, including administrative withdrawal from medication.
 - d) Toxicology testing procedures
 - e) Dispensing of medication.
 - f) Potential drug interactions.
 - g) Any agreements needed in order to exchange appropriate information within the network of consultants and referral agencies (in accordance with HIPAA regulations).
 - h) The availability of any 12-step or other mutual help group that is accepting of medication-assisted treatment and of the benefits of peer support (where appropriate).
 - i) Federal law and regulations that protect patient's confidentiality.
 - i) Patients are given a copy of the Federal law protecting their confidentiality.
 - ii) Patients are given a general description of the limited circumstances under which a program may acknowledge that an individual is present at the facility or disclose outside the program information identifying a patient as an alcohol or drug abuser.

- iii) Patients are made aware that a violation of the Federal law and regulations by a program is a crime and suspected violations may be reported to the appropriate authorities in accordance with these regulations.
 - iv) Patients are informed that information related to a patient's commission of a crime on the premises of the program or against personnel of the program is not protected.
 - v) Patients are informed that suspected child abuse and neglect must be reported to the authorities and is not protected information.
- 13) Avenues complies with Federal ADA requirements governing the provision of reasonable accommodations for persons with physical disabilities.
- 14) Avenues conducts initial toxicology tests as part of the admission process which includes: Opiates, methadone, amphetamines, cocaine, marijuana, and benzodiazepines.
- 15) Within 72 hours of admission each patient shall receive a complete health history assessment and symptoms review.
- a) Once admitted into the program, each patient will be scheduled for a health physical with the Avenues physician who will certify that:
 - i) The patient is free of communicable disease or, if a patient had a communicable disease, that the patient is treated, or, if the disease is not curable, that the patient is managed to prevent transmission to other patients;
 - ii) The patient is physically mobile with or without assistive devices;
 - iii) Able to leave the building unaccompanied.
- 16) No patient will be involuntarily admitted or retained into the Avenues program.
- 17) Avenues will never retain a patient in treatment which is a danger to himself or herself or others, or whose behavior interferes with the health safety and/or welfare of staff or other patients.
- 18) There may be times when patients are without clothing and Avenues staff may assist the patient. When clothing is provided, staff shall ensure that the clothing shall be suitable for the season, patient size and compatible with the clothes worn by the patient's peers.

EXHIBIT 17

DISCHARGE PLANNING and LENGTH OF STAY

At Avenues, the length of treatment will vary from patient to patient. While in treatment, patients are assessed daily to determine length of stay. When discharging patients, the continuum of care is critical to the patient's success. Avenues believes that it is essential to maintain communication and coordination among providers.

Avenues is committed to the seamless and successful transition of each patient into the next level of care (coordination of care); therefore, the process of transition planning is initiated with the patient as soon as clinically appropriate in the person-centered treatment plan and service delivery process.

SUCCESSFUL DISCHARGE

- 1) Aftercare and discharge planning are initiated upon admission.
- 2) Requirements for successful completion of treatment are:
 - a) Demonstrated achievement of or significant progress towards the person-center treatment goals.
 - b) Significant decrease or elimination of symptoms that initiated treatment.
 - c) Regular attendance and active participation in scheduled treatment sessions.
- 3) Every effort is made to coordinate care with family, significant others and external providers involved in the current or future care of patients in treatment (signed ROI required).
- 4) Consent for coordination of care with the patient's primary care physician and/or appropriate behavioral health providers is obtained upon admission (if applicable).
- 5) Refusal to allow the coordination care with family, primary care physicians, and or behavioral health provider shall be documented.
- 6) For all patients leaving services, a written discharge summary is prepared to ensure that the person served has documented treatment episodes and results of treatment. The discharge summary:
 - a) Includes the date of admission.
 - b) Describes the services provided.
 - c) Identifies the presenting condition.
 - d) Describes the extent to which established goals and objective were achieved.
 - e) Describes the reason for discharge.
 - f) Identifies the status of the person served at last contact.
 - g) Lists recommendation for services or supports.
 - h) Include the date of discharge from the program.
 - i) Includes information on medications(s) prescribed or administered, when applicable

- 7) Discharge planning will address the individual needs, the presenting problem, and any identified co-occurring disorders or issues of the individual being served. Including patient:
 - a) Strengths
 - b) Needs
 - c) Abilities
 - d) Preference
- 8) The written transition plan is documented in the patient file and prepared or updated to ensure a seamless transition when a patient is:
 - a) Transferred to another level of care or an aftercare program
 - b) Prepares for a planned discharge.
- 9) The written plan identifies the patients current:
 - a) Progress in his or her own recovery or move toward well-being.
 - b) Gains achieved during program participation.
 - c) The patients need for support systems or other types of serves that will assist the patient in continuing a life of recovery, well-being, or community integration.
 - d) The written plan of recommendations and specific referrals for implementation of continuing care services, including medications, will be prepared for each patient identified in needing continued services.
 - e) Referral and linkage will emphasize advocacy for the patient and efforts to transition to a lesser restrictive or alternative treatment settings, as indicated.
- 10) In discharge planning, Avenues Recovery Center will assist the patient to obtain services that are needed, but not available within the facility, and/or in transitioning from one level of care to another, and/or discharging from a facility.
- 11) Continuing care plans will be developed with the knowledge and cooperation of the patient, primary therapist, treatment team, and other parties as deemed appropriate.
- 12) Each patient's treatment plan include at least one (1) year of aftercare following discharge from the facility.
- 13) The continuing care plan may be included in the discharge summary.
- 14) Patient's response to the continuing care plan shall be noted in the plan, or a note shall be made that the patient was not available and why.
- 15) Each patient's primary therapist is responsible for monitoring progress, as well as planning, providing, and/or coordinating discharge/continuum of care. This includes:
 - a) Making referrals to community agencies (for example, mental health agencies) and resources for clinically appropriate services in the continuum of care;
 - b) Providing patient with the referral information (i.e. contact name, phone number and location).
 - c) Making the decision as to the appropriateness of providing care until a transfer can be complete.

- d) Promoting and facilitating the continuing involvement of patients with support groups, such as Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), following discharge;
- e) Aftercare plans will be established for each patient and may include outpatient treatment (OP) and/or community support group.
- f) Documentation of discharge/continuum of care in the treatment plan, and including accompanying supervision;
- g) Documentation of the involvement of the patient's family in the planning of transfer/discharge, when appropriate.
- h) The criteria for patient discharge include a bio-psychosocial assessing the appropriateness of discharge considering the patients' needs as identified by, but not limited to:
 - i) Acute intoxication and/or withdrawal potential;
 - j) Biomedical conditions and complications;
 - k) Emotional, behavioral, or cognitive conditions and complications;
 - l) Readiness to change;
 - m) Relapse, continued use or continued problem potential; and
 - n) Recovery Environment
- 16) Avenues will never retain a patient in treatment who is a danger to themselves or others, or who's behavior interferes with the health safety and/or welfare of staff or other patients
- 17) All discharges and transfers are based on the assessed needs of the patient and Avenues' ability to meet those needs.
- 18) The reason for discharges/transfers are always documented and communicated to the patient in a timely manner.
- 19) Avenues provides the patient and his/her family, if applicable, discharge instruction in a form the individual can understand.
- 20) When an unplanned discharge occurs, follow-up is conducted as soon as possible to:
 - a) Provide any required notifications;
 - b) Provide necessary notifications;
 - c) Clarify the reasons for the unplanned discharge;
 - d) Determine whether additional services are needed;
 - e) Offer or refer to needed services.
- 21) Patients are asked to sign a follow-up consent form upon admission.
 - a) When a patient's plan indicates the need for additional services or supports post-treatment, a designated staff member will attempt to follow-up with discharged patients.
 - b) With the consent of the patient, 30 days and six (6) months post discharge, patients are asked to participate in a Patient Satisfaction Survey.
 - i) If during the follow-up it is determined that the former patient needs additional services, such services will be offered or a referral made, when possible.
 - ii) Staff making/attempting to follow-up will document efforts on the follow-up form and placed in the patient's clinical record.

- 22) Patients who have been discharged for aggressive behavior and without participating in discharge planning will be offered discharge planning assistance post-treatment as follows:
 - a) Patients discharged for aggression will be contacted, if possible, within 72 hours of discharge.
 - b) The phone number given on the consent for follow-up will be used.
 - c) When/if contacted, the former patient will be encouraged to seek further treatment services and provided the name, phone number and address for appropriate service(s).
 - d) Staff making/attempting to follow-up will document efforts on the follow-up form and placed in the patient's clinical records.
- 23) To assure maximum linkage and effectiveness, clinical staff determines those portions of the clinical record that are needed by receiving service providers and procures the appropriate releases. Clinical staff ensures that the needed records are provided to the authorized recipient.

INVOLUNTARY/UNSCHEDULED DISCHARGE

Avenues Recovery Center makes every effort to assist patients in being successful in their recovery efforts and to experience a planned discharge. To assist with these efforts treatment and discharge decisions are individualized to meet the needs of each patient. Patients will not be discharged for displaying symptoms of their disorder, however there may be times in which a patient may choose to discharge from treatment the advice of the treatment team. And there are times in which Avenues Recovery Center may choose to transfer or discharge a patient who is making choices that are unsafe for other patients, staff, or themselves.

Avenues maintains policies and procedures governing the involuntary discharge of patients. This information can be found in the patient handbook, which the patient receives upon intake. All patients shall be provided with a verbal and written notice of the facility's intent to discharge.

The written notice shall include the specific reason for discharge and shall set forth the patient's rights and procedures to appeal the discharge decision.

- 1) Types of involuntary/ unscheduled discharges include;
 - a) Against Medical Advice - Patient elects to leave treatment before being medically or psychiatrically stable.
 - b) Against Facility Advice - Patient leaves treatment before clinically appropriate and without the approval of the treatment team.
 - c) Behavioral – Violated program rules.
 - d) Transfer – Reason vary. Examples include but not limited to: funding issues, request, conflict of interest, higher level of care required.
- 2) Decisions to discharge a patient is made by the clinical team or administrator on duty.

- 3) In a situation where a patient has not shown up for an extended period of time, notification of their discharge will be sent to the address on file.
- 4) If continuing treatment at Avenues is not in the best interest of the patient, discharge may be an option.
- 5) Avenues is not able to accommodate patients whose behavior interferes with the health safety and/or welfare of staff or other patients.
- 6) Patients may request an appeal either in writing or verbally within 30 calendar days of the involuntary discharge.
 - a) If initiated verbally, a written appeal shall follow, provided by the patient or an individual chosen by the patient to act on their behalf.
 - b) In instances where patient does not pose a health or safety hazard to themselves, other patients or staff, the patient shall not be discharged from the facility until the appeal process is complete;
 - c) In instances where the patient poses a health or safety hazard to themselves, other patients or staff, as documented by facility staff (such as a substance abuse counselor, director of nursing services), the patient may be discharged from the facility prior to completion of the appeal process;
 - d) A copy of the appeal, and the disposition thereof, shall be entered in the patient's clinical record;
 - e) A facility may involuntarily discharge a patient without prior notice if the patient poses a health or safety hazard to himself or herself, other patients, or staff, or otherwise violates facility policies that were presented to the patient at the time of admission.
- 7) If a patient is discharged involuntarily, Avenues will aid in referring the patient a patient-approved treatment program.

EXHIBIT 18

COMMUNICATION (REFERRALS)

Also see Discharge Planning


Avenues communicates information related to safety and quality to those who need it, including staff, individuals served, families, referral sources and external interested parties. Effective communications essential to the success of Avenues. Poor communication can contribute to adverse events and can compromise safety and quality care, treatment, and/or services. Avenues is committed to effective communication. All communication should be timely, accurate and usable by the audience.

Avenues makes every effort to reduce both attitudinal and physical barriers that create distance and separation between administration, personnel, and patients. Administration and personnel strive to remain engaged and accessible. Keeping an open line of communication is critical for both staff and administration to express concerns pertaining to employment, performance, patient issues, etc.

- 1) Avenues uses various means of communication based on intended receiver of the message.
- 2) Examples include but are not limited to the following:
 - a) Weekly staff meetings
 - b) Staff emails
 - c) When appropriate, regular communication with families, either in person, phone calls or via HIPPA secure email
 - d) Daily check-ins with patient
- 3) Avenues leaders and administration shall monitor and evaluate the effectiveness of communication methods.
- 4) In order to reduce barriers for communication with patients the following strategies may be used:
 - a) The use of interpreters may be used for patients who are hearing impaired.
 - b) When available, literature in different languages.
 - c) Auditory education materials may be provided.
- 5) The leadership team is accessible to:
 - a) Patients
 - b) Personnel
 - c) Other stakeholders
- 6) Communication with referral source - Avenues strives to maximize patient recovery through on-site treatment and planning with the patient and the referral source for appropriate post-treatment support services.
 - a) Each patient, at admission will be asked to sign a release of confidential information to their stated referral source.
 - b) Each patient, who is self-referred, but court involved, will be requested to sign a release of confidential information to the appropriate authority (i.e. probation/parole, DHS, Drug Court, Mental Health Court, District or Municipal Court, etc.).
 - c) The staff assigned to complete the patient intake will notify, in writing, those parties identified and for whom releases exist, the date of the patient's admission to Avenues, the primary counselor assigned and contact information for the clinical director.

- d) Prior to discharge, the primary counselor assigned to the patient will assure that all necessary releases exist. Each counselor will request from the patient, any additional releases necessary for communication with identified pre- or post-treatment referral sources.
- e) Within five (5) working days of discharge, the patient's primary counselor will complete the discharge letter and mail it to the appropriate pre- and post-treatment referral sources for which a release exists.
- f) Input from patients, personnel and other stakeholders is in the communication process.
- g) Avenues solicits, collect, and analyzes input from all stakeholders to create services that meet or exceed the expectation of the patient, community, and stakeholders. Some examples include:
 - i) Written surveys
 - ii) Face-to-face meetings
 - iii) Focus groups
- 7) Avenues utilizes both formal and informal processes to communicate both favorable and constructive feedback to staff members.
- 8) To facilitate integrated services delivery, Avenues implements communication mechanisms regarding the person served that ensure the exchange of information regarding the treatment plan (person- centered plan) and addresses:
 - a) Emergent issues
 - b) Ongoing issues
 - c) Continuity of services, including:
 - i) Contingency planning
 - ii) Future planning
 - d) Decisions concerning the patient served.

EXHIBIT 19

 <p>A VENUES A RECOVERY COMMUNITY</p>	Policy Title: Patient Assessments
	Effective Date/Revision Date: January 1, 2022
Joint Commission Standard: CTS.01.03.01; CTS.02.01.01; CTS.02.01.03; CTS.02.01.06; CTS.02.01.09; CTS.02.01.11; CTS.02.01.13; CTS.02.01.15; CTS.02.01.17; CTS.02.02.01; CTS.02.02.03; CTS.02.02.07; CTS.02.03.07; CTS.03.01.01; CTS.04.01.03; CTS.04.01.01(15)	Legal Reference: COMAR 10.47.01.04-B

Policy

Avenues Recovery Center utilizes a thorough assessment of each patient which may include any or all of the following: psychological, psychiatric, case management and a thorough bio-psych assessment. At a minimum, a bio-psych and case management assessment will be provided.

The patients' intake assessment shall take place within two weeks of first contact Avenues. Avenues shall complete a comprehensive bio-psychosocial assessment of all patients using the Addiction Severity Index or a similar standardized validated assessment instrument that assesses medical status, employment and support, tobacco, drug and alcohol use, legal status, family status/social status, psychiatric status, including diagnosis, as well as behavioral risk factors for HIV and Hepatitis. The patient shall be placed in a treatment facility, the modality and underlying philosophy of which is consistent with the patient's preferences and values, and which is also consistent with the patient's needs.

Should the assessment determine the need for immediate intervention to protect the individual served or others, Avenues shall respond immediately and appropriately with a plan to reduce the risk of harm. This plan may include referring the patient to another organization.

Procedure

- 1) Admission staff is trained in the use of all screening and assessments tools, tests, or instruments prior to administration.
- 2) Staff is knowledgeable to assess the specific needs of the patient.
- 3) Staff is able to communicate with the patient.
- 4) When assessment results in diagnosis, the diagnosis is determined by a practitioner legally qualified to do so in accordance with all applicable laws and regulations.

- 5) All patient assessments shall document the result in a DSM diagnosis for alcohol, tobacco and other drug use, screening for other co-occurring disorders and ASAM Patient Placement Criteria 2-R. Such documentation shall be included in the patient record.
- 6) All patients are assessed for the risk of suicide using the Columbia-Suicide Severity Rating Scale (C-SSRS).
 - a) If it is determined that a patient high risk self-harm, they may be referred to another agency better suited to meet their needs.
 - b) If the patient is considered low/moderate risk and the clinical team deems continued placement with Avenues to be appropriate, the team will create and document a plan to mitigate the risk for suicide.
 - c) If it is determined that a patient possess and immediate risk for harm, local agency's (emergency response/911) will be called for immediate assistance.
- 7) Avenues prepares a comprehensive assessment for each patient, unless the patient is being readmitted to the same program or admitted to a different program within 30 days of the patient's last discharge, or has received an assessment by a licensed or certified clinician or program within 30 days, in which case the program may update the prior assessment.
- 8) The comprehensive assessment shall assess the following areas:
 - a) Physical health;
 - b) Employment or financial support
 - c) Drug and alcohol;
 - d) Treatment history;
 - e) Legal;
 - f) Family and social;
 - g) Educational; and
 - h) Mental health;
- 9) Avenues uses the Addiction Severity Index as the standardized assessment instrument for adults, or an equivalent assessment instrument chosen by the Administration.
- 10) The initial physical health assessment meets the requirements of the appropriate level of treatment.
- 11) If the bio-psychosocial assessment indicates that the patient should be referred to another treatment program or level of care, Avenues shall coordinate the patient's referral to another program. If transfer to another facility or level of care is indicated, interim services that are responsive at the patient's current level of care shall be provided until the transfer is made.
- 12) Based on the assessment, Avenues will provide the following services:
 - a) Treatment
 - b) Patient education
 - c) Consultation with professionals
 - d) Counseling services
 - e) Referral
 - f) Rehabilitation services

- g) A crisis mitigation plan
 - h) Medication management
- 13) In performing a bio-psychosocial assessment, the facility shall assess the following:
- a) Previous treatment history;
 - b) History of relapses;
 - c) Emotional and behavioral functioning;
 - d) The patient's medical, alcohol, tobacco, and drug history, and interventions, if any;
 - i) Drug history includes: Age of onset, duration, patterns of use, consequences of behavior (mental, emotional, legal, social, behavioral, loss of family/friends, job related incidents, financial difficulties, blackouts, memory impairment, etc.)
 - e) A complete comprehensive health screening (physical) that includes history and symptom review.
 - i) Patients are referred as appropriate for primary medical care services including voluntary HIV testing, hepatitis screening, tuberculosis (TB) testing a mental health service.
 - ii) Patients with tuberculosis that are no longer communicable or is not transmissible shall be closely monitored by medical staff.
 - iii) Patients are given nutritional assessment which includes (but not limited to): weight gain/loss, change in appetite, dental problems, and food allergies. Patients are referred out as needed.
 - iv) No patient seeking admission with potential symptoms of communicable diseases such as persistent coughing or fever shall be admitted to treatment without medical clearance;
 - v) Patients receive a physical pain assessment. Patients are referred out for treatment of pain as needed.
 - f) The patient's mental status, intellectual and cognitive functioning, history of psychological problems or psychiatric disorders and treatment received, including previous psychiatric admissions, history of suicidal or homicidal ideation and attempts, Outpatient psychiatric treatment and psychotropic medications;
 - g) The patient's family and relationships, including relationships evidencing co-dependency and the patient's current living situation; Family circumstances, including bereavement;
 - h) A social assessment including any legal proceedings involving the patient - Includes but not limited to: legal history, a preliminary discussion to determine how much the individual's legal situation will influence his or her progress in care, treatment, or services and urgency of the legal situation, and the relationship between the presenting conditions and legal involvement.
 - i) A recreational assessment that includes the patient's interests and physical abilities and limitations;

- j) A vocational and educational assessment of the patient's:
 - i) Current work or vocational skills, employment status and potential for improving those skills or developing new ones, needs, preferences, interests, goals;
 - ii) Educational status and skills; Includes but not limited to:
 - (1) Educational background,
 - (2) Academic performance and preferred areas of study,
 - (3) Attitude toward academic achievement,
 - (4) Possibilities for future education.
 - iii) Aptitudes, strengths, interests, and motivation;
 - iv) Physical abilities, impairments, or disabilities;
 - v) Relationships with co-workers and supervisors; and
 - vi) Current and prior work or school related problems including, but not limited to, those problems related to substance abuse;
- k) Readiness to change;
- l) Spiritual assessment;
- m) Cultural preference;
- n) Childhood history;
- o) Military service history, if applicable
- p) Financial issues;
- q) Usual social, peer-group, and environmental setting(s);
- r) Language preference and language(s) spoken;
- s) Ability to self-care;
- t) Family circumstances, including bereavement;
- u) Current and past trauma;
- v) Educational Assessment that includes, but not limited to:
 - i) Educational background:
 - ii) Academic performance and preferred areas of study
 - iii) Attitude toward academic achievement
 - iv) Possibilities for future education
- w) Community resources accessed by the patient;
- x) Emotional and behavioral functioning includes:
 - i) Current and history of emotional functioning;
 - ii) Current and history of behavioral functioning;
 - iii) Addictive behaviors as a primary or a co-occurring condition(s), including the use of alcohol, other drugs, gambling, or other addictive behaviors by the individual served and family members;
- y) Patient's short- and long-term goals;
- z) Patient's family members may participate in the assessment as appropriate.

14) When indicated, the following evaluations are conducted:

- a) Mental status
- b) Psychological
- c) Psychiatric
- d) Intellectual and cognitive functioning

15) Avenues assesses patients upon admission and periodically thereafter.

EXHIBIT 20

AFTERCARE PLANNING DESCRIPTION

Avenues is committed to the seamless and successful transition of each patient into the next level of care (coordination of care and aftercare planning); therefore, the process of aftercare planning is initiated upon admission.

The written aftercare plan is documented in the patient's file. All plans are developed with the knowledge and cooperation of the patient, primary therapist, treatment team, and other parties as deemed appropriate. This plan identifies the patients progress, needs, recommendations and referrals. Staff members assist patients in obtaining needed services prior to discharge. All plans include at least one (1) year of aftercare following discharge from Avenues.

Each patient's primary therapist is responsible for monitoring progress, as well as planning, providing, and/or coordinating discharge/continuum of care. This includes:

- Making referrals to community agencies (for example, mental health agencies) and resources for clinically appropriate services in the continuum of care;
- Providing patient with the referral information (i.e. contact name, phone number and location);
- Promoting and facilitating the continuing involvement of patients with support groups, such as Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), following discharge;
- Documentation of discharge/continuum of care in the treatment plan, and including accompanying supervision;
- Documentation of the involvement of the patient's family in the planning of transfer/discharge, when appropriate.

EXHIBIT 21

DISCHARGE AND COORDINATION OF CARE POLICY

Policy

At Avenues, the length of treatment will vary from patient to patient. While in treatment, patients are assessed daily to determine length of stay. When discharging patients, the continuum of care is critical to the patient's success. Avenues believes that it is essential to maintain communication and coordination among providers.

Avenues is committed to the seamless and successful transition of each patient into the next level of care (coordination of care); therefore, the process of transition planning is initiated with the patient as soon as clinically appropriate in the person-centered treatment plan and service delivery process.

Transfer and referral agreements with other facilities are an intricate part of a patient's treatment. Avenues has established strong community partnerships, locally and across that state of Maryland. These relationships are the core of our practice and are essential in providing superior care to the patients serves. Avenues has written transfer and referral agreements with facilities capable of managing cases which exceed, extend, or complement its own capabilities, including facilities which provide inpatient, intensive and general outpatient programs, halfway house placement, long-term care, aftercare, and other types of appropriate follow-up treatment.

Each patient's treatment plan includes, at least one year of aftercare following discharge from the facility. This may include the coordination of care with an outpatient provider in close proximity to the patient's home (or sober home). Avenues makes every effort to secure an appointment for intake the same-day or day-after discharge.

Successful discharge means:

- The treatment team and patient agree that the treatment plan goals have been met.
- The treatment team and patient agree that treatment is complete.

Procedure

- 1) Aftercare and discharge planning are initiated upon admission.
- 2) Requirements for successful completion of treatment are:
 - a) Demonstrated achievement of or significant progress towards the person-center treatment goals.
 - b) Significant decrease or elimination of symptoms that initiated treatment.
 - c) Regular attendance and active participation in scheduled treatment sessions.

- 3) Every effort is made to coordinate care with family, significant others and external providers involved in the current or future care of patients in treatment (signed ROI required).
- 4) Consent for coordination of care with the patient's primary care physician and/or appropriate behavioral health providers is obtained upon admission (if applicable).
- 5) Refusal to allow the coordination care with family, primary care physicians, and or behavioral health provider shall be documented.
- 6) For all patients leaving services, a written discharge summary is prepared to ensure that the person served has documented treatment episodes and results of treatment. The discharge summary:
 - a) Includes the date of admission.
 - b) Describes the services provided.
 - c) Identifies the presenting condition.
 - d) Describes the extent to which established goals and objective were achieved.
 - e) Describes the reason for discharge.
 - f) Identifies the status of the person served at last contact.
 - g) Lists recommendation for services or supports.
 - h) Include the date of discharge from the program.
 - i) Includes information on medications(s) prescribed or administered, when applicable
- 7) Discharge planning will address the individual needs, the presenting problem, and any identified co-occurring disorders or issues of the individual being served. Including patient:
 - a) Strengths
 - b) Needs
 - c) Abilities
 - d) Preference
- 8) The written transition plan is documented in the patient's file and prepared or updated to ensure a seamless transition when a patient is:
 - a) Transferred to another level of care or an aftercare program.
 - b) Prepares for a planned discharge.
- 9) The written plan identifies the patients current:
 - a) Progress in his or her own recovery or move toward well-being.
 - b) Gains achieved during program participation.
 - c) The patients need for support systems or other types of serves that will assist the patient in continuing a life of recovery, well-being, or community integration.
 - d) The written plan of recommendations and specific referrals for implementation of continuing care services, including medications, will be prepared for each patient identified in needing continued services.
 - e) Referral and linkage will emphasize advocacy for the patient and efforts to transition to a lesser restrictive or alternative treatment settings, as indicated.

- 10) In discharge planning, Avenues Recovery Center will assist the patient to obtain services that are needed, but not available within the facility, and/or in transitioning from one level of care to another, and/or discharging from a facility.
- 11) Continuing care plans will be developed with the knowledge and cooperation of the patient, primary therapist, treatment team, and other parties as deemed appropriate.
- 12) All plans include at least one (1) year of aftercare following discharge from Avenues.
- 13) The continuing care plan may be included in the discharge summary.
- 14) Patient's response to the continuing care plan shall be noted in the plan, or a note shall be made that the patient was not available and why.
- 15) Each patient's primary therapist is responsible for monitoring progress, as well as planning, providing, and/or coordinating discharge/continuum of care. This includes:
 - a) Making referrals to community agencies (for example, mental health agencies) and resources for clinically appropriate services in the continuum of care;
 - b) Providing patient with the referral information (i.e. contact name, phone number and location).
 - c) Making the decision as to the appropriateness of providing care until a transfer can be complete.
 - d) Promoting and facilitating the continuing involvement of patients with support groups, such as Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), following discharge;
 - e) Aftercare plans will be established for each patient and may include outpatient treatment (OP) and/or community support group.
 - f) Documentation of discharge/continuum of care in the treatment plan, and including accompanying supervision;
 - g) Documentation of the involvement of the patient's family in the planning of transfer/discharge, when appropriate.
 - h) The criteria for patient discharge include a bio-psychosocial assessing the appropriateness of discharge considering the patients' needs as identified by, but not limited to:
 - i) Acute intoxication and/or withdrawal potential;
 - j) Biomedical conditions and complications;
 - k) Emotional, behavioral, or cognitive conditions and complications;
 - l) Readiness to change;
 - m) Relapse, continued use or continued problem potential; and
 - n) Recovery Environment
- 16) Avenues will never retain a patient in treatment who is a danger to themselves or others, or who's behavior interferes with the health safety and/or welfare of staff or other patients.
- 17) All discharges and transfers are based on the assessed needs of the patient and Avenues' ability to meet those needs.

- 1) The reason for discharges/transfers are always documented and communicated to the patient in a timely manner.
- 2) Avenues provides the patient and his/her family, if applicable, discharge instruction in a form the individual can understand.
- 3) When an unplanned discharge occurs, follow-up is conducted as soon as possible to:
 - a) Provide any required notifications;
 - b) Provide necessary notifications;
 - c) Clarify the reasons for the unplanned discharge;
 - d) Determine whether additional services are needed;
 - e) Offer or refer to needed services.
- 4) Patients are asked to sign a follow-up consent form upon admission.
 - a) When a patient's plan indicates the need for additional services or supports post-treatment, a designated staff member will attempt to follow-up with discharged patients.
 - b) With the consent of the patient, 30 days and six (6) months post discharge, patients are asked to participate in a Patient Satisfaction Survey.
 - i) If during the follow-up it is determined that the former patient needs additional services, such services will be offered or a referral made, when possible.
 - ii) Staff making/attempting to follow-up will document efforts on the follow-up form and placed in the patient's clinical record.
- 5) Patients who have been discharged for aggressive behavior and without participating in discharge planning will be offered discharge planning assistance post-treatment as follows:
 - a) Patients discharged for aggression will be contacted, if possible, within 72 hours of discharge.
 - b) The phone number given on the consent for follow-up will be used.
 - c) When/if contacted, the former patient will be encouraged to seek further treatment services and provided the name, phone number and address for appropriate service(s).
 - d) Staff making/attempting to follow-up will document efforts on the follow-up form and placed in the patient's clinical records.
- 6) To assure maximum linkage and effectiveness, clinical staff determines those portions of the clinical record that are needed by receiving service providers and procures the appropriate releases. Clinical staff ensures that the needed records are provided to the authorized recipient.
- 7) Avenues has a hand-off communication process that provides for the opportunity for discussion between the giver and receiver of information regarding the patient.
 - a) When a temporary staff member covers for a permanent staff member, a documented review of any orders issued by the temporary staff member is conducted by other

permanent staff member upon his or her return and within the time frame defined by the medical director.

- 8) When external resources are needed, Avenues participates in coordinating care, treatment, or services with these resources.
- 9) Avenues coordinates the sharing of relevant information with other facilities providing services to shared patients.

EXHIBIT 22



TRANSFER AND REFERRAL AGREEMENT

This drug abuse and alcoholism transfer, referral, and supportive service agreement (the "Agreement") seeks to facilitate continuity of care, availability of treatment resources, and efficient and timely referral and transfer of clients. This Agreement is effective as of 3-31-22, between DWI Services Inc, DBA Avenues Recovery Center of Maryland and Calvert County Health Dept, Behavioral Health (each an "Institution" and together the "Institutions").

Both Institutions understand and agree that:

1. Each Institution maintains the freedom to operate independently.
2. When there is a need for transfer or referral from one Institution to the other, both Institutions shall comply with all applicable legal confidentiality requirements and a Release of Confidential Information will be signed by the client (or the client's legally authorized representative) prior to the transfer.
3. When there is a need for transfer or referral from one Institution to the other, the referring Institution will provide complete, accurate, and legible documents that are mutually agreed upon to assure continuity of care for the client, and information necessary to facilitate transfer and to assure the appropriateness of treatment at the receiving Institution.
4. When there is a need for transfer or referral from one Institution to the other and the receiving Institution has agreed to accept the client, the receiving Institution agrees to admit the client as promptly as possible, provided the client meets the admission requirements per the receiving Institution's policies and procedures and provided the client agrees voluntarily.
5. All fees are the responsibility of the client, the client's guarantor, or the client's third-party payor source.
6. The client is responsible for any and all transportation requirements and the cost for same.
7. Each Institution shall have the right to enter into referral and transfer agreements with other institutions.
8. Neither Institution may use this agreement for any form of marketing, publicity, or advertisement unless there is written consent.
9. Each Institution agrees to comply with all confidentiality laws, rules, regulations, and standards including: Local, State, HIPAA, 42 CFR Part 2, Federal, and Accreditation requirements.
10. This Agreement shall remain in effect for two (2) years from the date of signature.
11. This Agreement may be terminated by either Institution upon thirty (30) days written notice and shall be automatically terminated should either institution fail to maintain its present licensing or accreditation or standards.
12. This Agreement may be only modified or amended by mutual agreement of the institutions.


Hadi Alter, CEO

3/31/2022
Date


Institution Representative Name


Institution Representative Signature

3-31-22
Date

TRANSFER AND REFERRAL AGREEMENT

This drug abuse and alcoholism transfer, referral, and supportive service agreement (the "Agreement") seeks to facilitate continuity of care, availability of treatment resources, and efficient and timely referral and transfer of clients. This Agreement is effective as of 3/25/2022, between DWI Services Inc, DBA Avenues Recovery Center of Maryland and Second Stage Addiction Care, LLC (each an "Institution" and together the "Institutions").

Both Institutions understand and agree that:

1. Each Institution maintains the freedom to operate independently.
2. When there is a need for transfer or referral from one Institution to the other, both Institutions shall comply with all applicable legal confidentiality requirements and a Release of Confidential Information will be signed by the client (or the client's legally authorized representative) prior to the transfer.
3. When there is a need for transfer or referral from one Institution to the other, the referring Institution will provide complete, accurate, and legible documents that are mutually agreed upon to assure continuity of care for the client, and information necessary to facilitate transfer and to assure the appropriateness of treatment at the receiving Institution.
4. When there is a need for transfer or referral from one Institution to the other and the receiving Institution has agreed to accept the client, the receiving Institution agrees to admit the client as promptly as possible, provided the client meets the admission requirements per the receiving Institution's policies and procedures and provided the client agrees voluntarily.
5. All fees are the responsibility of the client, the client's guarantor, or the client's third-party payor source.
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9. Each Institution agrees to comply with all confidentiality laws, rules, regulations, and standards including: Local, State, HIPAA, 42 CFR Part 2, Federal, and Accreditation requirements.
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11. This Agreement may be terminated by either Institution upon thirty (30) days written notice and shall be automatically terminated should either Institution fail to maintain its present licensing or accreditation or standards.
12. This Agreement may be only modified or amended by mutual agreement of the Institutions.

Hadi Alwar, CEO

Nicholas Baransky
Institution Representative Name
Nicholas Baransky
Date

3/25/2022




TRANSFER AND REFERRAL AGREEMENT

This drug abuse and alcoholism transfer, referral, and supportive service agreement (the "Agreement") seeks to facilitate continuity of care, availability of treatment resources, and efficient and timely referral and transfer of clients. This Agreement is effective as of 29 March 22 between DWI Services Inc, DBA Avenues Recovery Center of Maryland and Turning Points Inc. (each an "Institution" and together the "Institutions").


Both Institutions understand and agree that:

1. Each Institution maintains the freedom to operate independently.
2. When there is a need for transfer or referral from one Institution to the other, both Institutions shall comply with all applicable legal confidentiality requirements and a Release of Confidential Information will be signed by the client (or the client's legally authorized representative) prior to the transfer.
3. When there is a need for transfer or referral from one Institution to the other, the referring Institution will provide complete, accurate, and legible documents that are mutually agreed upon to assure continuity of care for the client, and information necessary to facilitate transfer and to assure the appropriateness of treatment at the receiving Institution.
4. When there is a need for transfer or referral from one Institution to the other and the receiving Institution has agreed to accept the client, the receiving Institution agrees to admit the client as promptly as possible, provided the client meets the admission requirements per the receiving Institution's policies and procedures and provided the client agrees voluntarily.
5. All fees are the responsibility of the client, the client's guarantor, or the client's third-party payor source.
6. The client is responsible for any and all transportation requirements and the cost for same.
7. Each Institution shall have the right to enter into referral and transfer agreements with other institutions.
8. Neither Institution may use this agreement for any form of marketing, publicity, or advertisement unless there is written consent.
9. Each Institution agrees to comply with all confidentiality laws, rules, regulations, and standards including: Local, State, HIPAA, 42 CFR Part 2, Federal, and Accreditation requirements.
10. This Agreement shall remain in effect for two (2) years from the date of signature.
11. This Agreement may be terminated by either Institution upon thirty (30) days written notice and shall be automatically terminated should either institution fail to maintain its present licensing or accreditation or standards.
12. This Agreement may be only modified or amended by mutual agreement of the institutions.


Hudl Alter, CEO

03/29/2022
Date

PATRICIA E. LILLY
Institution Representative Name


Institution Representative Signature

3-29-22
Date

EXHIBIT 23

STAFF TRAINING

All new employees, volunteers, trainees, and interns will receive orientation and training. Prior to orientation all licenses, certifications, and any other required credentials or education must be verified.


It is the policy of Avenues Recovery Center to provide ongoing developmental and educational opportunities for the enhancement of knowledge, skills, and abilities and to adhere to internal and external education requirements, adhering to regulatory compliance regarding training required for certain credentialed positions. The Avenues Recovery Center policy is to assure maximum competency through training and developmental programs and shall commit resources to programs which meet organizational mission, improve efficiency, and/or encourage professional development.

- 1) Upon hire all employees will complete necessary paperwork.
- 2) Prior to beginning duties, all new employees, volunteers, trainees, and interns, must complete the mandatory training.
- 3) Mandatory in-service training for all employees is provided regularly.
- 4) All employees shall be given a facility tour by their immediate supervisor.
- 5) All new hires receive an orientation that covers the following:
 - a) Mission
 - b) Culture
 - c) Person-centered philosophy
 - d) Performance measurement and management system
 - e) Environment of Care Plan
 - f) Emergency Preparedness Plan
 - g) Workforce policies and procedures
- 6) New employee on-boarding includes:
 - a) On-the-job training
 - b) Position roles and responsibilities
 - c) Position performance expectations
 - d) Communication systems and expectations
- 7) All employees shall receive training on all pertinent Avenues Recovery Center policies and procedures as required by The Joint Commission and COMAR.
- 8) All employees, volunteers, interns, and trainees must complete New Employee Training as soon as possible after hire or the 30 days of employment.
 - a) Staff must complete training prior to beginning their job duties.
 - b) All employees will also receive annual training updates.
 - c) This training includes, but is not limited to the following policies:
 - i) Cultural Diversity/Competency
 - ii) Consumer Rights and Confidentiality/HIPAA
 - iii) Facility Policy and Procedures
 - iv) Code of Ethics
 - v) Critical Incident Identification and Reporting

- vi) Infection Control, Communicable Diseases, Universal Precaution - This includes specialized counseling for HIV- positive persons and active AIDS patients.
 - vii) Emergency Medical Plan
 - viii) Basic Safety Precautions
 - ix) Emergency and Evacuation Procedures (e.g. fire) and Facility layout
 - x) Prevention of Violence in the Workplace and Weapons Policy
 - xi) Clinical Orientation for Clinical Personnel
 - xii) Person and Family Centered Services
 - xiii) Professional Conduct/Ethics
 - xiv) Child Abuse and Prevention Act
 - xv) Promoting Wellness of Persons Served
 - xvi) Health and Safety
 - xvii) Personal Privacy
 - xviii) Customer Service
 - xix) Unique Needs of Persons Served
 - xx) Trauma Informed
 - xxi) Medication Management
 - xxii) Clinical Risk Factors, including suicide, violence, and other risky behaviors.
 - xxiii) Transportation Training (for those who transport patients)
- d) Detoxification direct service personnel receive competency-based training upon orientation and regular intervals thereafter in the following:
- i) First aid
 - ii) Cardiopulmonary resuscitation (CPR)
 - iii) The use of emergency equipment, where available
 - iv) Risk assessments
 - v) Detoxification/withdrawal management protocols
 - vi) Withdrawal syndromes
- 9) In addition to in-service education and training, Avenues Recovery Center also uses an online platform, ce-classes.com, which is an approved provider by:
- a) ASW - ACE
 - b) NBCC
 - c) APA
 - d) NAADC
 - e) BBS
- 10) CE-Classes.com is an online platform of continuing education courses that include the material to learn in different formats, such as PowerPoint presentations, PDF articles, and videos.
- 11) CE-classes.com also has the ability to take our policies and procedures and turn them into training courses. Specific trainings surrounding our policies include:
- a) Medication Management
 - b) Emergency Procedures
 - c) Incident Reporting
 - d) Avenues Technology
 - e) Reporting Abuse and Neglect

- 12) CE-class courses are updated annually with changes in the industry.
- 13) Avenues Recovery Center has the option to add in any additional courses relevant to specific employee licensure, areas identified for performance improvement, education to expand based on prevalent factors (i.e. COVID-19), or as mandated by the CEO and/or Clinical Director.

EXHIBIT 24

 <p>A VENUES A RECOVERY COMMUNITY</p>	Policy Title: Sub-Acute Detoxification
	Effective Date/Revision Date: January 1, 2022
Joint Commission Standard:	Legal Reference:

Policy

Avenues has the appropriate admission standards, treatment protocols, staffing standards and physical plant configurations. These policies are in accordance with ASAM Patient Placement Criteria and in compliance with all guidelines. All Federal and state level regulations are followed.

Procedure

1. Avenues accepts into its care individuals who, based on assessment of need and preference, are most likely to benefit from the program and setting offered. This process includes:
 - a. Admission criteria
 - b. Discharge/transition criteria
 - c. Resources available
 - d. Treatment history
 - e. Ongoing reassessment
 - f. The individual's potential to benefit.
 - g. The individual's preferences
2. Admission Criteria - Individuals are admitted to this level of care based on a complete medical review, biopsychosocial history review.
3. Patients who are considered appropriate for this level of care:
 - a. Eighteen (18) years of age or older.
 - b. Meet ICD-10 criteria of substance use disorder.
 - c. Meet appropriate ASAM (American Society of Addiction Medicine) placement criteria
 - d. Be able to perform basic self-help activities including: eating, grooming, and maintaining a reasonable state of orderliness and cleanliness appropriate to the surrounding.
 - e. Be free of suicidal or homicidal behaviors.
 - f. Be willing to contract for safety.
4. Medical evaluation is obtained within 24 hours of admission into the program.
 - a. The medical evaluation is documented and includes:
 - i. A physical examination

- ii. Orders for appropriate services. May include medication, laboratory tests, physical activity or restrictions, notification requirement or others.
 - iii. Face-to-face consultation (may be done through telehealth services)
- b. When admission occurs on a weekend or holiday, face-to-face consultation may be delayed until the first working day following admission unless earlier consultation is medically necessary.
- c. Readmission within 30 days does not require a physical examination.
- 5. Each patient is assessed for the following risks at the time of admission:
 - a. Suicide
 - b. Self-harm
 - c. Harm to others
 - d. Trauma
 - e. If risks are identified, a personal safety plan is put in place.
- 6. In addition to the ongoing assessments listed in the "Assessments" policy, patients are assessed for their readiness to change.
- 7. The medical director actively participated in:
 - a. Ensuring adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, development with the participation of professional personnel.
 - b. Development of ongoing relationship with the medical community.
 - c. Development and implementation of a medical quality review process.
 - d. Establishing written treatment protocols that:
 - i. Address detoxification/withdrawal management for:
 - 1. Alcohol and other drugs
 - 2. Special populations
 - 3. Co-occurring conditions
 - ii. Include:
 - 1. Expectations regarding variances from protocol.
 - 2. Under what circumstances a physician should be consulted.
 - 3. Expected timeframe for physician reasons.
 - 4. Monitoring of vital signs
 - 5. Face-to-face contact with the persons served.
 - 6. Documentation requirements.
- 8. Treatment protocols for individuals needing sub-acute detoxification include a medical exam, medication needs review, complete substance use evaluation, individual treatment plan and 24 -hour medical supervision. All patients receive a comprehensive referral to the next appropriate level of care.
- 9. Appropriate detoxification protocols are based on the patients assessed needs.
- 10. Services are provided by an interdisciplinary team that includes at a minimum:

- a. The patient
 - b. Family/support system (when appropriate)
 - c. Counselor
 - d. Medical staff
 - e. Other assigned personnel
11. The program is staffed to ensure adequate biomedical and psychological assessment, observation and care, and referrals to meet the individual needs of the persons served.
12. Avenues maintains a 1:12 counselors-to-patients ratio and a 1:10 nursing-to-patient ratio.
13. A physician is available to the program 24 hours a day, seven (7) days a week.
14. The program links with resources in each of the following areas:
- a. Abstinence-based programs
 - b. Medication assisted treatment programs.
 - c. Specialized treatment programs
 - d. Self-help programs
 - e. Other recovery and social support services
15. Avenues identifies key communication contacts at the programs/services with which it links.
16. Avenues staff provide or refers the patient to the programs/services that meet their needs.
17. In the event of a medical or psychiatric emergency, patients are transferred by ambulance to emergency medical services.
- a. All actions are documented.
 - b. Avenues may request documentation from the emergency medical provider. Requested documentation shall include a diagnosis, medications prescribed and discharge information.
18. Avenues conducts a documented review of the medical services provided at least annually on records of a representative sample of patients, by personnel who are trained and qualified. Review processes addresses the following:
- a. Consistency of detoxification/withdrawal management protocol implementation, including:
 - i. Medication errors
 - ii. Timelines of laboratory tests, including:
 - 1. Orders
 - 2. Specimen collection
 - 3. Review of results
 - 4. Actions taken.
 - iii. Vital signs taken at the appropriate intervals.
 - iv. Timeliness of physician response

- b. Negative outcomes
 - c. Information collected is:
 - i. Reported to personnel.
 - ii. Used to improve the quality of services through performance improvement activities.
 - iii. Used to identify personnel training needs.
19. Avenues tracks patients who successfully transfer into ongoing services. At least annually, Avenue addresses:
- a. Performance
 - b. Trends
 - c. Actions for improvement
 - d. Results for performance improvement plan
 - e. Necessary education and training of:
 - i. Persons served.
 - ii. Families/support systems
 - iii. Personnel
 - iv. Other stake holders
20. Patients are assessed daily for medical necessity by the physician.

EXHIBIT 25

HIV POLICY

Avenues provides initial HIV/AIDS counseling, risk assessment, and referral support for testing, post-test counseling, appropriate treatment, and related needs to patients.

Avenues Recovery Center will not discriminate against persons with HIV infection or AIDS.

PROCEDURE

- 1) All Avenues Recovery Center staff comply with HIPAA, 43A and 42 CFR, Part 2 Laws. Staff shall also protect the confidentiality of HIV information. Employee violations of patient confidentiality are subject to the disciplinary actions as specified in the Avenues Recovery Center progressive disciplinary schedule.
- 2) Staff receive training on Infection Control, Communicable Diseases, Universal Precaution.
- 3) Clinicians receive training in counseling HIV- positive persons and active AIDS patients.
- 4) All patients will be screened/assessed for HIV/AIDS upon admission.
- 5) Staff will coordinate referrals for testing with the local Health Department or the patient's primary health care provider, as indicated by the assessment/screening.
- 6) As appropriate, staff will refer patients to the local Health Department or other resources for pre and post-test counseling.
- 7) Staff will provide referrals in order to make available therapeutic measures for preventing and treating the deterioration of the immune system; as well as for the prevention and treatment of conditions that may arise from the disease.
- 8) Staff will ask the patient to sign a release of information, allowing communication with outside healthcare providers who may be treated the patient for this condition.
- 9) HIV early intervention services are offered to patients but are not mandatory. Patients who refuse such services may not be denied substance abuse treatment or any other services provided by Avenues.

EXHIBIT 26

OUTPATIENT TREATMENT

Outpatient Treatment is provided on a nonresidential basis and is intended for patients who meet the placement criteria for this component. This component provides structured services that may include ancillary psychiatric and medical services.

ADMISSION CRITERIA

Prospective patients are assessed for appropriateness of treatment as well as appropriate level of care prior to admission. Individuals who are not appropriate for Avenues will be referred to another facility based on the patient's needs.

Patients must be:

- 18 years of age or older; and
- Criteria is met for the definition of chemical substance abuse, as detailed in the DSM IV, or the most current revision of the diagnostic and statistical manual for professional practitioners;
- Patient is coherent, rational, and oriented for treatment; and
- Patient is able to comprehend and understand the materials presented; and
- Patient is able to participate in the rehabilitation/treatment process; and
- There is documentation that the patient expresses an interest to work toward rehabilitation/treatment goal

The program is appropriately stated to ensure quality and continuity of care (see Staffing). Aftercare planning begins upon admission (see Discharge and LOS).

HOURS OF OPERATION

Monday - Friday 9AM – 9PM

Saturday & Sunday 9AM – 3PM

To ensure that patients have access to emergency consultation services on a 24-hour-a-day basis, seven days a week, a designated on-call staff member is available by phone at all times.

Program Goal: The goal of outpatient treatment is to facilitate behavior changes that improve the patient's ability maintain sobriety, to establish and maintain healthy relationships. Enhancing the patient's effectiveness and ability to cope with life while staying sober. Promoting the decision-making process and facilitating the patient's potential.

Additionally, the goal is to reduce symptom or needs, build resilience, restoring and/or improving function and supporting the integration of the patient into the community.

ASAM LEVEL OF CARE: 1.0

Target Population: Minimum of 18 years old: males and females who have an assessed need for substance abuse treatment; males and females with additional co-occurring disorders.

Treatment Services: Provided under the supervision of the clinical director.

Length of Treatment: Minimum of four weeks, assessed on an individual basis.

Family Involvement: As the Disease Model of addiction sees addiction as a disease that affects individuals and their families, patients are encouraged to have family/significant others become involved in the patient's treatment.

Ancillary Services: Ancillary services are any services that are used to supplement primary treatment services such as diagnostic testing, public assistance, and transportation. These may be provided directly or through referral, and any patient in need of services that are beyond the scope of Avenues will receive a referral to those community resources that are able to resolve that patient's needs.

Community AA/NA: Patients are encouraged to attend community AA/NA meetings four (4) times per week, at a minimum.

Services Provided: The following services are provided on a weekly basis:

- Group therapy sessions
- Individual therapy
- Educational and life skills lectures
- Family sessions, as appropriate
- Wellness education
- Recovery education
- Resiliency education
- Integration and linkage to other resources/services
- Training or advising in health and medical issues.

Primary Therapist: Each patient will be assigned to a therapist. This professional is an individual who, by virtue of training and experience in the field of chemical dependency or a related area,

is primarily responsible for providing clinical care and guidance to patients regularly under the supervision of a qualified supervisor.

Required Hours of Services. Each patient shall receive at least (9) hours of services per week. Patients may access services on evenings and weekends.

See Discharge Planning for aftercare and continuity of care policy

See Assessment for information regarding needs assessments and evaluations

See Staffing for all staffing standards

See Outreach for information regarding special populations

See Admissions for admissions criteria

See Treatment Model for services and modalities

EXHIBIT 27

STAFFING

Avenues Recovery Center abides by all state staffing requirements pertaining to qualifications and responsibilities. The program is appropriately staffed to ensure quality and continuity of care.

1) Administrator

- a) Avenues does employ an administrator who ensures that the program complies with all applicable State and federal laws.
- b) The administrator has with the following qualifications.
 - i) Possess a working knowledge of all applicable State and federal laws;
 - ii) Possess a working knowledge of program management skills;
 - iii) Be employed as an administrator before October 1, 2002; or
 - iv) Have at a minimum:
 - (1) A bachelor's degree from an accredited educational institution; and
 - (2) At least 5 years of documented experience in human services, 2 years of which include providing administrative or clinical supervision.

2) Clinical director

- a) The program may have a clinical director who functions under the administrative supervision of the administrator.
- b) Clinical director qualification includes, at a minimum the following:
 - i) A master's degree in counseling or a related discipline regulated under the Health Occupations Article, Annotated Code of Maryland, and certification or licensure as an alcohol and drug counselor by the Board of Professional Counselors and Therapists; or
 - ii) Approval to supervise by the Board of Professional Counselors and Therapists.

3) Clinical Supervisor.

- a) Clinical supervisor may carry a caseload at the discretion of the administrator.
- b) Qualifications must:
 - i) Be employed as a clinical supervisor before October 1, 2002; or
 - ii) Have at a minimum
 - (1) A master's degree in counseling or a related discipline regulated under the Health Occupations Article, Annotated Code of Maryland, and certification
 - (2) Or licensure as an alcohol and drug counselor by the Board of Professional Counselors and Therapists; or
 - (3) Approval to supervise by the Board of Professional Counselors and Therapists.

4) Clinical Staff.

- a) All staff employed as alcohol and drug counselors shall, at a minimum be:

- i) Licensed or certified as an alcohol and drug counselors by the Board of Professional Counselors and Therapists;
 - ii) Approved by the Board of Professional Counselors and Therapists; or
 - iii) Licensed, certified, or permitted under the Health Occupations Article, Annotated Code of Maryland to provide substance abuse treatment.
- b) Credentials. The administrator shall ensure that program staff, including students, interns, and volunteers, are credentialed and appropriately privileged.
- 5) Non-counseling staff responsible for supervision during day or evening hours shall, at a minimum:
 - a) Be 18 years of age.
 - b) Possess a high school or high school equivalency diploma.
- 6) Avenues shall have at least one staff member responsible for the supervision of each 24 adult patients during waking hours.
- 7) At least one staff member responsible for 30 adult patients during sleeping hours, except that during waking or sleeping hours no less than two staff shall be present and awake at all times.
- 8) Avenues will maintain a ratio of substance-abuse-counselors-to-patients on the basis of the daily census, with substance abuse counseling required as follows:
 - a) Outpatient = 1:35
 - b) Intensive Outpatient = 1:24
 - c) Partial Care = 1:16
 - d) Residential = 1:12
 - e) Detoxification = 1:12

EXHIBIT 28



Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

April 12, 2022

RE: DWI Services, Inc.

To Whom It May Concern:

We have been the accountants for the Avenues Group of Drug Centers (the "Centers") from inception through present, as their independent public accounting firm, preparing their income tax returns. DWI Services, Inc. (Avenues Recovery Center of Maryland) is one of the Avenues Group of Drug Rehab Centers. We are now tasked with addressing the ability of Avenues Recovery Center of Maryland to fund the costs associated with its Certificate of Need application. The Centers have been a successful and profitable endeavor since they have begun operations. The Centers have provided us with current financial information, including recently filed income tax returns and internally generated financial statements for all facilities. The Avenues Recovery Center of Maryland facility is fully up and running and we understand the expenses relating to obtaining the certificate to be approximately \$55,000. There is no reason to believe that Avenues Recovery Center of Maryland would have any financial difficulty in successfully funding the Certificate of Need costs for this project.

The Centers have traditionally maintained monthly cash balances in excess of the estimated cost of this project. The Centers have consistently achieved annual cash profits, in excess of expenses of approximately \$1,900,000 on average. Since January 1, 2022, Avenues Recovery Center of Maryland has continued to achieve positive cash flow and has been exceeding budgeted amounts.

Based on the historic financial success, and continued positive operations, we believe that Avenues Group of Drug Rehab Centers appears to have the adequate funds to cover the costs associated with the Avenues Recovery Center of Maryland Certificate of Need as well as any deficits in revenues over expenses at Avenues Recovery Center of Maryland.

If you should have any questions, please feel free to contact us at any time at 718-975-5399.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Zion Spielman'.

Ben Zion Spielman, CPA

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EXHIBIT 29

CALVERT COUNTY HEALTH DEPARTMENT
Local Behavioral Health Authority

P.O. Box 980
Prince Frederick, Maryland 20678

Laurence Polsky, MD, MPH, F.A.C.O.G.
Health Officer

Andrea McDonald-Fingland
Director



STATE OF MARYLAND

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March 29, 2022

Director, Center for Health Care Facilities Planning and Development
Maryland Health Care Commission
4160 Patterson Ave
Baltimore, Maryland 21215

Dear Maryland Health Care Commission,

I am pleased to write and submit this letter, in support of Avenues Recovery Center of Maryland and their plans to obtain a CON to better serve the needs of those suffering with a Substance Use Disorder. The region continues to experience a shortage of services that offer this level of detoxification treatment. This project, as envisioned by Avenues Recovery Center of Maryland, will open more doors and provide increased access for those in need.

Avenues has been providing services in Calvert County for 5 years and they have transformed their facility to meet the needs of their clientele. I have found Avenues committed to the services they offer and especially to individuals engaged in the Public Behavioral Health System. I trust that by granting Avenues a CON and the ability to offer levels 3.7 and 3.7 WM to their patients, they will use the opportunity to continue to provide exemplary service to all those in need.

We look forward to continuing to work alongside Avenues in making Southern Maryland great place to recover.

Sincerely,

A handwritten signature in black ink, appearing to read "A. McDonald-Fingland".

Andrea McDonald-Fingland, LCSW-C

Director, Calvert County Local Behavioral Health Authority

**CALVERT COUNTY HEALTH DEPARTMENT
BEHAVIORAL HEALTH**

P.O. Box 980
Prince Frederick, Maryland 20678

Laurence Polsky, MD, MPH, F.A.C.O.G.
Health Officer

Doris McDonald, MA, LCADC, LCPC
Director



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March 29, 2022

Director, Center for Health Care Facilities Planning and Development
Maryland Health Care Commission
4160 Patterson Ave
Baltimore, Maryland 21215

Dear Maryland Health Care Commission:

I am pleased to write and submit this letter in support of Avenues Recovery Center of Maryland and their plans to obtain a CON to better serve the needs of those suffering with Substance Use Disorder. The region continues to experience a shortage of services that offer this level of withdrawal management and treatment. This project, as envisioned by Avenues Recovery Center of Maryland, will open more doors and provide increased access for those in need.

Avenues has an unbeatable reputation in providing successful SUD treatment across the nation and in Maryland specifically. I have found Avenues committed to the services they offer and especially to the indigent and publicly funded population. I trust that by granting Avenues a CON and the ability to offer levels 3.7 and 3.7 WM to their patients, they will use the opportunity to continue to provide exemplary service to all those in need.

The Calvert County Health Department's Behavioral Health Division looks forward to working alongside Avenues in making southern Maryland more welcoming to those on a journey of recovery.

Thank you,

A handwritten signature in black ink, appearing to read "Doris McDonald".

Doris McDonald, MA, LCPC, LCADC
Behavioral Health Director