

August 13, 2019

RECEIVED

Aug 13 2019

STATE HEALTH PLANNING AND
DEVELOPMENT AGENCY

Ms. Emily T. Marsal
 Executive Director
 State Health Planning and Development Agency
 100 North Union Street
 RSA Union Building, Ste 870
 Montgomery, Alabama 36130-3025

Re: Request for Letter of Non-Reviewability

Dear Ms. Marsal:

I represent IOP Services, LLC (IOP). We respectfully request a letter of Non-Reviewability pertaining to a proposed project to be located at 3124 Pineridge Road, Birmingham, Alabama 35213. The proposed project would be substantially as follows:

1. There will be intensive outpatient mental health counselling mostly by a doctors practice. The primary population to be served are adults with common mood, anxiety, and adjustment disorders not responding adequately to traditional out-patient care, but not requiring hospital care. They will not be treating individuals diagnosed with severe mental illness. They are seeking joint commission accreditation as a mental health IOP. There are a number of IOPs located in Alabama. To the best of our knowledge, none of which have been required to have a CON.
2. The service area will be the state of Alabama.
3. The equipment costs for the project will be \$80,000.00. The first-year annual operating costs will be \$1,000,000.00. The capital costs are to lease office space at \$6,800.00 per month. There will be no land cost nor improvements to occupy the office space including the monthly lease. There are no direct construction costs.
4. There will be no financial interest with other groups or healthcare facilities.

This facility is being supported by the largest psychiatric practice in the state of Alabama. On board are healthcare consultants who have set up IOPs in a number of states and will be handling this project with the Alabama Department of Mental Health.

The Alabama Department of Mental Health has expressed optimism with entities such as this being able to reach those in need of mental health on an outpatient basis and be reimbursed without state funds.

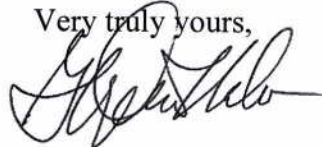
RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A.

REPLY TO: MONTGOMERY 184 Commerce Street, Montgomery, Alabama 36104 Tel 334 206 3100
 BIRMINGHAM 2100 South Bridge Parkway, Suite 240, Birmingham, Alabama 35209 Tel 205 484 0840
www.rushstakely.com

Emily T. Marsal
August 13, 2019
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If you have any questions, please do not hesitate to give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Dennis Nabors", written in a cursive style.

G. Dennis Nabors

GDN/jsl

RECEIVED

Sep 18 2019

STATE HEALTH PLANNING AND
DEVELOPMENT AGENCY

September 18, 2019

Ms. Emily T. Marsal
100 North Union Street
RSA Union Building, Ste 870
Montgomery, Alabama 36130-3025
United States of America

RE: RV2019-043
IOP Services, LLC

Dear Ms. Marsal:

I represent IOP Services, LLC (IOP). We respectfully request a letter of Non-Reviewability pertaining to a proposed project to be located at 100 Crestview Drive, Suite 150, Birmingham, Alabama 35216. The proposed project would be substantially as follows:

1. There will be intensive outpatient mental health counselling by a doctor's medical practice. The primary population to be served are adults with common mood, anxiety, and adjustment disorders not responding adequately to traditional out-patient care, but not requiring hospital care. They will not be treating individuals diagnosed with severe mental illness. They are seeking joint commission accreditation as a mental health IOP. There are a number of IOPs located in Alabama. To the best of our knowledge, none of which have been required to have a CON. It is primarily an organization that is helpful for outpatient reimbursement.
2. The service area will be the state of Alabama.
3. The equipment costs for the project will be \$80,000.00. The first-year annual operating costs will be \$1,000,000.00. The capital costs are to lease office space at \$6,800.00 per month. There will be no land cost nor improvements to occupy the office space including the monthly lease. There are no direct construction costs.
4. There will be no financial interest with other groups or healthcare facilities.

This request is submitted pursuant to §22-21-260(6) Code of Alabama, 1975, in pertinent part, "the term health care facility shall not include the offices of private physicians or dentists, whether individual or group practices and regardless of ownership" [Emphasis mine.] Additionally, there is regulatory law and common law pursuant to the physician office exemption (POE). A medical practice frequently requires a physician to work from different geographic areas and in different settings. The common law and the above-referenced statute concerning the POE states:

RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A.

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www.rushtonstakely.com

- 1) The proposed services are to be provided, and related equipment used, exclusively by the physicians identified as owners or employees of the physician's practice for the care of their patients;
- 2) The proposed services are to be provided, and related equipment used, at the primary office of the physicians;
- 3) All patient billings related to such services are through, or expressly on behalf of, the physician's practice, and not on behalf of a third party; and
- 4) The equipment may not be used for inpatient care, nor by, through or on behalf of a healthcare facility.

The CON review board has consistently held that the evidence pertaining to a POE must be reviewed in its "totality" and that no single factor will go into the determination in the absence of other considerations. Dr. Garry Grayson is the physician involved and this will be his primary practice.

Additionally, the Alabama Administrative Code §410-1-2-.05 defines the term health care facility. Subsection 2 of that regulation states that the term "health care facility" shall not include any of the following:

- a) The private office of any duly licensed physician, dentist, chiropractor, or podiatrist whether for individual or group practice and regardless of ownership. [Emphasis mine.]

Clearly, physician's offices used on an outpatient basis for physician's practices, regardless of ownership, are intended to be excluded from Certificate of Need review. The medical practice of Dr. Garry Grayson, a psychiatrist properly licensed in the State of Alabama, should qualify for the physician's office exemption regardless of the business entity he chooses. This particular practice of Dr. Grayson will involve, in addition to his complete care and control, a number of employees. Dr. Garry Grayson will handle urgent psychiatric evaluations and will function as a workshop leader. Ms. Martha Furio will be the clinical director, and primary group therapist and group therapy instructor. She will work under the care and control of Dr. Grayson. Ms. Janet Miller additionally will be a primary group therapist. Godehard Oepen will serve as Medical Director and urgent psychiatric evaluator. Mr. Alan Swindle will be a primary group therapist, individual, and family therapist, and orientation for group therapy participants. Ms. Keiana Alexander will serve as a primary group therapist, individual therapy, and family therapy as well as group orientation therapy. Ms. Mona Ochoa-Horshok additionally will be a primary group leader limited to one group. Mr. Stuart Jackson will be a workshop leader. Ms. GiGi Open will

be the site coordinator, utilization review, bookkeeping, computer training person. Ms. Robin Grayson will be a clinical trainer, program development person, and program oversight employee. Dr. Grayson will direct the work of all these employees as part of his practice.

This psychiatric service will be provided to primarily a population of adults with common mood, anxiety, and adjustment disorders not responding adequately to traditional outpatient care, but not requiring hospital care. Dr. Grayson will not be treating individuals diagnosed with severe mental illness. There are a number of IOPs located in Alabama. To the best of our knowledge, none have been required to have a Certificate of Need. There is reference in Ms. Marsal's letter to me under section 4 asking for details addressing the facility lease as well as incorporating the yearly lease costs and the first annual operating expenses. To the best of my knowledge, only lease costs are relevant to health care facilities and the medical practice of Dr. Grayson is not a health care facility therefore the lease costs or acquisition costs are not relevant. Nevertheless, attached as Exhibit A is the lease that will be signed upon approval of this Letter of Non-Reviewability. Unlike a number of health care practices, there will be no financial interest with other health care facilities. Those costs are not required for any physician's office in the state. Although the costs for the project are not relevant because Dr. Grayson's practice is not a health care facility we disclosed it above in an abundance of cooperation.

This facility will be supported, when necessary, by other members of Dr. Grayson's medical practice which is the largest psychiatric practice in the State of Alabama. The Alabama Department of Mental Health is enthusiastic about Dr. Grayson's establishment of an IOP for outpatient care. IOP Services, LLC will not be taking general fund dollars as most mental health facilities do. That is somewhat of a novel concept in our state. BlueCross BlueShield initially approached Dr. Grayson to set up this type of operation.

As most physicians in the state do, there will be a portion of Dr. Grayson's practice that will require him to cover patient's in the hospital. Hospital coverage is in no way related to the outpatient work of the IOP.

We hope that in evaluating this POE proposal based on these representations it will be confirmed not be subject to CON review. If you have any questions, please call.

Respectfully Submitted,




G. Dennis Nabors

AFFIDAVIT

STATE OF ALABAMA

JEFFERSON COUNTY


Comes now, Dr. Garry Grayson, a properly licensed Board Certified psychiatrist in the State of Alabama and represents to the State Health Planning and Development Agency that I have reviewed the attached Request for Non-Reviewability signed by the Honorable G. Dennis Nabors and finds it to be a true and accurate representation of the services I want to provide as a physician pursuant to the Physician's Office Exemption including backup staff as IOP Services, LLC in Birmingham, Alabama.



Dr. Garry Grayson

Affirmation of Requesting Party:


The undersigned, being first duly sworn, hereby makes oath or affirmed that he/she is the psychiatrist and owner of IOP Service, LLC, has knowledge of the facts attached to this affirmation via letter to the State Health Planning and Development Agency, and to the best of his information, knowledge, and belief, such facts are true and correct.



Dr. Garry Grayson

SWORN TO and SUBSCRIBED BEFORE ME this the 11 day of Sept., 2019.

(SEAL)



NOTARY PUBLIC

My Commission Expires: May 11, 2022

NOTARY PUBLIC
STATE OF ALABAMA

CHAMBERS BUILDING
OFFICE LEASE AGREEMENT
Vestavia, AL

THIS OFFICE LEASE AGREEMENT (this "Lease") is made and entered into as of the Effective Date (as defined in Section 31) by and between Mountaintop Holdings, LLC, and Alabama limited liability company, ("Landlord") and Tenant.

SUMMARY OF KEY TERMS AND DEFINITIONS

- "Tenant" Intensive Outpatient Program (IOP)
- "Tenant Address:" Intensive Outpatient Program
100 Centerview Drive, Suite 150
Birmingham, Alabama, 35216
- "Project" 100 Centerview Parkway, Vestavia Hills, Alabama 35216 containing approximately 34,313 rentable square feet and commonly known as the Chambers Building.
- "Premises" Suite 150 of the Project, as more particularly identified on the Floor plan of the Project attached hereto as Exhibit "A" and containing approximately 4,243 rentable square feet of office space, and representing 12.37% of the Project ("Pro Rata Share").
- "Lease Term" Five (5) year(s)
- "Commencement Date" The earlier of (i) November 1, 2019 or the date alterations and improvements as described in "Exhibit B" are substantially complete.
- "Expiration Date" June 30, 2024, unless the Leaser Term is extended in writing by exercising in writing.
- "Base Monthly Rent"
- | Lease Year | Monthly Base Rent |
|----------------------|-------------------|
| 11/01/19 to 10/31/20 | \$6,099.31 |
| 11/01/20 to 10/31/21 | \$6,251.35 |
| 11/01/21 to 10/31/22 | \$6,406.93 |
| 11/01/22 to 10/31/23 | \$6,569.58 |
| 11/01/23 to 10/31/24 | \$6,732.23 |
- "Security Deposit" \$6,099.31
- "First Month's Full Base Rent: \$6,099.31
- "Lease Year" Every twelve month period commencing with the Commencement Date or, if the Commencement Date falls on a day other than the first day of the calendar month following the Commencement Date.
- "Normal Business Hours" 8:00 a.m. to 6:00 p.m., Monday through Friday, except recognized State of Alabama and Federal Holidays (which holidays include, without limitation, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day) (a "Holiday").

"Landlord's Address" 100 Centerview Drive, Suite 200, Birmingham, AL 35216

"Manager's Address" 100 Centerview Drive, Suite 200, Birmingham, AL 35216

"Base Year" Calendar Year should be 2019

"Broker" Landlord Broker: Matt Gilchrist and Walter Brown of Graham & Company, LLC
Tenant Broker: Dan Lovell of Graham & Company, LLC

The terms and definitions set out in this Summary of Key Terms and Definitions are referred to and hereby incorporated into this Lease and shall have the meanings set forth above unless otherwise expressly limited or modified by the text of this Lease. This Lease consists of a total of 18 printed pages, including a Floor Plan marked as Exhibit "A," Personal Guaranty marked as Exhibit "B," the Project Rules and Regulations marked as Exhibit "C," and a Landlord and Tenant Acknowledgement form to be notarized.

WITNESSETH:

Landlord, in consideration of the rentals herein reserved and the covenants and conditions herein undertaken by or imposed upon Tenant, hereby leases, lets, and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Premises for the Lease Term commencing on the Commencement Date and ending at midnight on the last day of the Lease Term ("Expiration Date"). Tenant shall also have the right, in common with all other tenants and occupants of the Project, to the non-exclusive use of the common areas located within the Project and the appurtenant parking areas, walkways and sidewalks subject to the terms hereof.

Upon initial occupancy of the Premises, Tenant shall execute Landlord's standard Confirmation of Commencement Date and Acceptance of Premises letter ("Acceptance Letter"). Such Acceptance Letter shall confirm the Commencement Date and Expiration Date of the Lease, shall indicate that Tenant has accepted the Premises, and shall indicate any agreed upon punchlist items which Landlord is required to perform based upon the Work Letter Agreement. Tenant's failure or refusal to execute the Acceptance Letter shall have no effect on the other contents of this Lease, such contemplated execution to be merely for clarification purposes. By occupying the Premises, Tenant shall be conclusively deemed, in any event, to have accepted the Premises in their entirety. Tenant hereby expressly acknowledges and agrees that Tenant's Pro Rata Share may change from time to time upon a change in the total rentable square feet of space contained within the Project occasioned by any additions or subtractions made to the Project by Landlord. Any such change in Tenant's Pro Rata Share shall be effective immediately upon Tenant's receipt of notice from Landlord as to such change.

1. Rent. Tenant covenants and agrees to pay to Landlord at Landlord's Address, or at such other addresses and to such other persons as Landlord may from time-to-time designate to Tenant in writing, the Base Monthly Rent. All installments of Rent, plus any other charges that may be due, are due and payable in advance, without demand, abatement, reduction, recoupment, setoff or deduction, on the first day of each and every calendar month during the Lease Term commencing on the Commencement Date. If the Commencement Date occurs on a date other than the first day of a calendar month, or if the Expiration Date occurs on a date other than the last day of a calendar month, then the Base Monthly Rent for such fractional month shall be prorated on a daily basis based upon a 30-day calendar month. Any payment of Base Monthly Rent or other charges or other sums due Landlord hereunder ("Additional Rent") (the Base Monthly Rent and Additional Rent being collectively referred to as the "Rent") that is not received by Landlord on or before the date that is ten (10) days after the same is due and payable shall be subject to a ten percent (10%) or \$50.00, whichever is greater, late payment fee. Tenant agrees to pay Landlord a \$50 fee for each check returned for insufficient funds.

2. Signs. Tenant shall not erect, install, maintain or display any signs, lettering, awnings, canopies or advertising on the interior or exterior of the Premises or the Project without the prior written consent of Landlord, which consent may be withheld or denied by Landlord in its sole and absolute discretion. In the event such consent of Landlord is obtained, Tenant, at times during the Lease Term. Landlord will provide building standard exterior suite sign at Tenant's

cost. Upon the termination of this Lease, Tenant shall remove all signs, lettering, awnings and canopies and repair any and all damage caused by such removal. Tenant shall be responsible for ensuring that all signs, lettering, awnings, canopies or advertising erected or installed by Tenant comply with all applicable Laws.

3. Liens Prohibited. Tenant shall not permit any liens to attach to any interest in the Premises or the Project for labor, services or materials furnished thereto pursuant to a contract with or benefiting Tenant; and, in the event such liens do attach, Tenant agrees to pay and discharge the same forthwith. Landlord may pay any charges, on behalf of Tenant, that are threatened to be recorded as a lien. All such charges paid by Landlord will be billed to Tenant as Additional Rent. LANDLORD HEREBY NOTIFIES ALL PERSONS AND ENTITIES THAT ANY LIENS CLAIMED BY ANY PARTY AS THE RESULT OF IMPROVING THE PREMISES OR THE PROJECT PURSUANT TO A CONTRACT WITH, BENEFITING, OR AT THE DIRECTION OF, TENANT, OR WITH ANY PERSON OTHER THAN LANDLORD, SHALL EXTEND TO, AND ONLY TO, THE RIGHT, TITLE AND INTEREST IN AND TO THE PREMISES OR THE PROJECT, IF ANY, OF THE PERSON CONTRACTING FOR SUCH IMPROVEMENTS.

4. Utilities; Services. Landlord covenants and agrees to furnish the Premises with electricity, including lighting tubes or bulbs, heating and air conditioning for the comfortable use and occupancy of the Premises, janitorial service and trash removal from the Premises (between the hours of 7:00 A.M. and 6:00 P.M. Mondays through Fridays, except Holidays and Saturdays 9:30 A.M. to 1:30 P.M., plus furnishing, supplying and maintaining the building common area and rest room facilities, including hot and cold water and sewage disposal in the building in which the Premises are located, all at Landlord's expense, unless otherwise agreed to in this lease. Landlord shall provide a reasonable amount of free parking for Tenant and Tenant's employees and visitors on the Tenant's parking area adjacent to the building in which the Premises are situated. It is understood and agreed by the Tenant that the Tenant and Tenant's employees shall and must park in designated parking areas and places and that the Landlord reserves the right to designate certain spaces for the parking of automobiles and to designate certain spaces which are restricted and in which there shall be no parking of automobiles or other vehicles. Automobiles must be removed from the parking area during non-working hours unless otherwise agreed to. If the Tenant shall require electrical current or install electrical equipment which uses current in excess of 110 volts which is furnished and which will in any way increase the amount of electricity usually furnished for use as general office space, the Tenant will obtain prior written approval from the Landlord for said installation and Tenant shall pay periodically for any additional direct expense involved including any installation cost thereof and any increased electricity use.

5. Insurance. Tenant covenants and agrees to indemnify and save Landlord harmless from and against all claims for damages or injuries to furniture, equipment, fixtures, and property and/or personal injury or loss of life in, upon, or about the Premises and Project, including all attorney's fees, arising from Tenant's lease, use or occupancy of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, its agents, employees, contractors, consultants, licensees or invitees. Tenant, at its sole cost and expense, shall maintain in force a comprehensive liability policy or policies of insurance written by a good and solvent insurance company in the amount of Two Million Dollars (\$2,000,000) combined single limit, insuring Landlord, its agents, lenders or Landlord's designated entities, and Tenant against any liability whatsoever occasioned by accident on or about the Premises, or any appurtenances thereto. Such insurance shall be on a per occurrence basis and endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause. All insurance policies shall provide that they shall not be canceled or materially changed without at least providing 30 days' prior written notice to Landlord. All insurance policies (excluding workers' compensation insurance) shall name Landlord, its agents, lenders or Landlord's designated entities as both certificate holder and additional insureds. Tenant shall provide Landlord with satisfactory evidence of insurance, concurrently with the execution of this Lease, upon Landlord's demand thereafter from time to time, and upon each renewal thereafter, demonstrating that the required coverages are in full force and effect. Tenant shall renew the insurance policy not less than thirty (30) days prior to the expiration date thereof. In addition, Tenant will maintain all insurance required by law.

6. Waiver of Subrogation. To the extent not prohibited by or violative of any policy of insurance issued to Landlord or to Tenant, each of Landlord and Tenant, and all those claiming by, through and under Landlord and Tenant (a "Waiving Party"), hereby waive any and all rights to recover against the other party, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of the other party, for

any loss or damage to the Waiving Party, including, without limitation, any loss or damage caused by the other party's negligence or tortious acts or omissions, that arise from any cause covered by any insurance required to be carried by the Waiving Party pursuant to this Lease and any other insurance actually carried by the Waiving Party. The effect of such release is not limited to the amount of insurance actually carried or required to be carried, to the actual proceeds received after a loss, or to any deductibles applicable thereto. Either party's failure to carry the required insurance shall not invalidate this waiver. Each policy of insurance required to be maintained hereunder shall (i) contain (by endorsement if necessary) a waiver of subrogation by the insurer against Landlord or Tenant, as the case may be, or (ii) include the name of Landlord or Tenant, as the case may be, as an additional insured. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

7. Substitute Space. Landlord may, at Landlord's expense, relocate Tenant within the Project to space that is reasonably comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right, but in no event for an amount greater than three (3) month's rent. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space. No amendment or other instrument shall be necessary to effectuate the relocation contemplated by this Section; however, if requested by Landlord, Tenant shall execute an appropriate amendment document within thirty (30) days after Landlord's written request therefor. If Tenant fails to execute such relocation amendment within such time period, or if Tenant fails to relocate within the time period stated in Landlord's relocation notice to Tenant (or, if such relocation space is not available on the date specified in Landlord's relocation notice, as soon thereafter as the relocation space becomes available and is tendered to Tenant in the condition required by this Lease), then Landlord may terminate this Lease by notifying Tenant in writing thereof at least 15 days prior to the termination date contained in Landlord's termination notice.

8. Indemnity. Tenant hereby releases Landlord from, and agrees to defend, indemnify and hold Landlord harmless from and against, any and all losses, damages, claims or expenses, including reasonable attorneys' fees, arising from Tenant's lease, use or occupancy of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, its agents, employees, contractors, consultants, licensees or invitees, in or about the Premises or the Project, or elsewhere, or from any negligence of Tenant, its agents, contractors, employees, consultants, licensees or invitees. Without limiting the foregoing, Landlord shall not be liable to Tenant, or any employee, agent, contractor, consultant, licensee or invitee of Tenant, or to the general public, for any injury or damage to person or property for any reason whatsoever, including, without limitation, Landlord's own negligence, unless Landlord's gross negligence or willful misconduct is the exclusive cause of such loss or injury and, with respect to injury or damage caused by any defect in the Premises or the Project, until Landlord shall have received written notice of the existence of the same and shall have had a reasonable time in which to correct the same.

9. Use. Tenant hereby covenants and agrees to use all of the Premises continuously for Tenant's Permitted Use, and shall not use the Premises for any other use or purpose whatsoever without Landlord's prior written consent, which consent may be withheld or denied in Landlord's sole and absolute discretion. Tenant shall conduct its business at all times in a high-class and reputable manner. Tenant additionally covenants to not perform, or permit its agents, employees, contractors, consultants, licensees or invitees to perform, any act in the Premises prohibited by law nor omit to perform any act required by law in connection with the use of the Premises, including all building, housing, fire and health codes and regulations; not to use or maintain the Premises or the Project areas in such a manner as to constitute an actionable nuisance to Landlord or any third party; and not to commit or permit waste of the Premises or the Project. Tenant shall not use or do anything in or about the Premises or the Project that will increase the insurance rates with respect to the Premises or the Project. Tenant agrees to pay to Landlord as Additional Rent any increase in premiums for any insurance carried by Landlord on the Premises or the Project resulting from the business carried on in the Premises by Tenant or the manner in which Tenant carries on such business.

10. Surrender of Premises. Upon the termination of this Lease, Tenant shall surrender the Premises in a broom clean condition and in as good a condition as exists on the date hereof excepting only reasonable wear and tear and casualty damage (other than casualty damage caused in whole or in part by Tenant, its agents, contractors, employees, consultants, licensees or invitees). Landlord will conduct a walk-through inspection with Tenant upon Tenant's surrender of the Premises to confirm conditions, and any cost deemed necessary to repair or return the Premises to an acceptable condition to Landlord will be deducted from the Security Deposit. Should the Security Deposit not be adequate to compensate for the cost of repairs, an invoice will be sent to Tenant's forwarding address, which will be payable within 10 days after mailing.

11. Compliance with Laws and Regulations; Project Rules and Regulations. Tenant, at its sole cost and expense, shall comply with all statutes, laws, ordinances, codes, rules, regulations, orders or other governmental decrees or regulations hereafter promulgated or any interpretation hereafter rendered ("Law") now or hereafter in effect pertaining to the Premises or Tenant's use or occupancy thereof, including, but not limited to, securing all appropriate business licenses, licenses for burglar alarms, occupational licenses, and annual certification of all fire extinguishers servicing the Premises. Tenant hereby covenants and agrees at all times during the Lease Term to comply with all reasonable rules and regulations that Landlord may from time to time adopt for the protection of Landlord and other tenants of the Project. The initial rules and regulations are set forth on Exhibit "C" attached hereto. Furthermore, Tenant shall insure that the location of office desks and equipment within the Premises comply with The American with Disabilities Act of 1990 as amended.

12. Entry by Tenant. Tenant shall not be permitted entry to the Premises prior to the Commencement Date unless accompanied by a representative of Landlord. Tenant agrees to permit Landlord and Landlord's agents entry to the Premises during Normal Business Hours or at such other mutually acceptable time upon 24 hours' prior notice to Tenant for the purpose of inspecting the Premises, preventing waste thereto, making such repairs or performing such maintenance as Landlord may deem necessary, showing the Premises to prospective purchasers, prospective tenants and mortgage lenders, or discharging any duty imposed upon Landlord by this Lease or by law; provided, however, the same does not unreasonably interfere with Tenant's use of the Premises. Notwithstanding the foregoing, Landlord may access the Premises at any time and without Tenant's approval in the event of an emergency.

13. Entry by Landlord. Landlord, its agents, contractors, employees, consultants, licensees or invitees shall have the right to enter the Premises at all times to examine the same and to show them to prospective mortgages, purchasers or lessees of the Premises and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable to the Property and Landlord shall be allowed to take all material into and upon said Premises that may be required thereof without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said decorations, repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. If, during the last month of the Lease Term, Tenant shall have removed substantially all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of rent or incurring liability to Tenant for any compensation and such acts shall have no effect on this Lease.

14. Subordination; Estoppel Certificates. Tenant agrees that this Lease is and at all times shall be subject and subordinate to the lien of any mortgage now or hereafter encumbering the Premises or the Project, and Tenant agrees from time-to-time to execute, acknowledge and deliver any instrument of subordination required or requested by any such mortgage lender and a signed writing acknowledging the status of this Lease. Upon the transfer of any or all of Landlord's interest in this Lease or the Premises, or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Tenant agrees to promptly execute, acknowledge and deliver to such transferee, upon request, a signed writing acknowledging the status of this Lease, and all instruments of attornment required by such transferee. Upon the absolute transfer of the reversion to any party assuming Landlord's obligations hereunder, the person or entity executing this Lease as Landlord shall thereupon be relieved of any and all further obligations to Tenant hereunder. Tenant hereby appoints Landlord as Tenant's attorney-in-fact for purposes of executing on Tenant's behalf any such instrument of subordination and any such signed writing acknowledging the status of this Lease if Tenant fails to do so within five (5) business days after Landlord's request therefor. Such appointment is coupled with an interest and is irrevocable.

15. Assignment, Subletting and Pledging. Tenant shall not, without Landlord's prior written consent, which consent is subject to Landlord's sole and absolute discretion, (i) assign this Lease, or any right or privilege granted hereunder, (ii) sublet all or any portion of the Premises, or (iii) mortgage, hypothecate or otherwise pledge this Lease or the leasehold estate created hereby as collateral or security for a monetary or other obligation. Any (i) transfer of any of Tenant's interest in this Lease or the Premises by operation of law, or (ii) change in the ownership structure of Tenant (such as the transfer or issuance of stock, membership interests, partnership interests, etc.) that results in a change in the voting control of Tenant, regardless of whether either of the foregoing is characterized as voluntary or involuntary, shall be construed as an "assignment" prohibited by this Section. All assignment requests must be submitted in writing to Landlord and accompanied by a \$500 non-refundable Legal Review fee. The consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights pertaining to any subsequent assignments or sublettings. Notwithstanding any approved assignment or subletting, Tenant shall remain fully responsible and liable for the payment of the rental and other charges herein specified and for compliance with all other obligations of Tenant under this Lease.

16. Casualty. In the event that the Premises shall be totally destroyed or shall be damaged by fire or other casualty to the extent that the same shall not be reasonably tenantable by Tenant, Landlord, at Landlord's sole option, may elect to cancel this Lease as of the time of the damage to, or destruction of, the Premises, whereupon Tenant shall be relieved from the payment of any rental accruing thereafter. In the event that the Premises shall be partially destroyed or damaged by fire or other casualty to the extent that the same shall be reasonably tenantable by Tenant, or if the Premises are totally destroyed and Landlord does not elect to cancel this Lease pursuant to the preceding sentence, then Landlord shall restore the Premises (exclusive of Tenant's fixtures, equipment, signs, tenant improvements and any items installed in or affixed to the Premises by Tenant, which shall be promptly repaired, replaced or restored by Tenant, at Tenant's sole cost and expense) by repairs or reconstruction to the extent of any insurance proceeds available to Landlord to make such repairs and reconstruction, in which event the amount of rental payable hereunder shall be abated for the period of Landlord's repairs in proportion to the amount of the Premises which shall be untenable by Tenant, unless such fire or other casualty was caused in whole or in part by Tenant, its agents, employees, contractors, consultants, licensees or invitees, in which event Tenant shall be obligated to continue paying rental accruing thereafter. As used herein, the term "casualty" means fire, hurricane, flood, tornado, rain, wind, sinkhole or other act of God, regardless of whether the same reasonably could be foreseen; riot, civil commotion or other acts of a public enemy; war; terrorism and theft, vandalism or other criminal or tortious acts of third parties.

17. Condemnation. If any portion (but not the whole) of the Premises is condemned for any public use or purpose by any legally constituted authority with the result that the Premises are no longer reasonably tenantable, then Landlord shall have the option of (i) canceling this Lease, and rent shall be accounted for between Landlord and Tenant as of the date of taking, or (ii) continuing with the Lease, in which event (a) the amount of rental payable hereunder shall be abated in proportion to the amount of the Premises taken in relation to the Premises as they existed prior to such taking, and (b) Landlord shall restore the Premises (exclusive of Tenant's fixtures, equipment, signs, tenant improvements and any items installed in or affixed to the Premises by Tenant, which shall be promptly repaired, replaced or restored by Tenant, at Tenant's sole cost and expense) by repairs or reconstruction to the extent of any condemnation proceeds attributable to only the improvements available to Landlord to make such repairs and reconstruction. In the event the entire Premises is so taken, then Landlord may elect to relocate Tenant subject to Section 9 or terminate this Lease, in which event the rent will be apportioned through the date of such taking. In the event of a taking, Landlord shall be entitled to all compensation to be paid by the condemning authority, except that Tenant may pursue any claim against the condemning authority that Tenant may independently have for business interruption, or moving expenses.

18. Parking. Tenant shall have the right to the Parking Spaces for the non-exclusive use of Tenant and its employees, invitees and guests.

19. Holding Over. Should Tenant hold over in possession after the expiration or termination of this Lease without Landlord's written permission, such continued possession shall not be construed as a renewal of this Lease, but shall be construed as a tenancy at sufferance at a daily rental rate equal to twice the daily rate of the Base Monthly Rent of

the last month of the term of this Lease and otherwise subject to all of the terms and provisions hereof. Furthermore, Landlord shall have all remedies available to it at law in equity.

20. Default. Tenant shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following: (i) Tenant's default in payment of any Base Monthly Rent, Additional Rent, or other sums hereunder on or before the date that is three (3) days after the same is due and payable; (ii) Tenant's continued default in performance of any other covenant, promise or obligation under this Lease for a period of more than five (5) days after delivery of written notice of such default to Tenant (unless the default is of such a nature that it cannot reasonably, without regard to Tenant's financial condition, be cured within said five (5) days and Tenant reasonably, immediately and continuously prosecutes to completion such cure); (iii) Tenant's failure to pay any installment of Base Monthly Rent, Additional Rent, or other sums due hereunder on or before the date when due on more than two (2) occasions during any twelve (12) month period, without notice and opportunity to cure; (iv) the bankruptcy of, or appointment of a receiver or trustee for, Tenant; (v) Tenant's voluntarily petitioning for relief under or otherwise seeking the benefit of, any bankruptcy, reorganization or insolvency law; (vi) the sale of Tenant's interest under this Lease by execution or other legal process; (vii) Tenant's abandonment or vacation of the Premises during the Lease Term (Tenant's non-occupation of the Premises for a period of fifteen (15) days shall be conclusively deemed an abandonment); (viii) the seizure, sequestration or impounding by virtue or under authority of any legal proceeding of any of the personal property or fixtures of Tenant used in or incident to the operation of the Premises; (ix) Tenant ceasing its business operations on the Premises; (x) any unauthorized assignment or subletting by Tenant; and (xi) Tenant's failure to take occupancy of the Premises when same is tendered by Landlord and Tenant. Notwithstanding any provision of this Lease or Alabama law to the contrary, Tenant shall not be entitled to any notice or opportunity to cure in the event of a default set forth in items (iii) through (xi) above.

21. Landlord's Remedies. Upon Tenant's default hereunder, Landlord may exercise any one or all of the following options: (i) terminate Tenant's right to possession of the Premises under this Lease and reenter and take possession of the Premises and relet or attempt to relet the Premises on behalf of Tenant, at such rent and under such terms and conditions as Landlord may, in the exercise of Landlord's sole discretion, deem best under the circumstances for the purpose of reducing Tenant's liability; and Landlord shall not be deemed to have thereby accepted a surrender of the Premises or the leasehold estate created hereby, and Tenant shall remain liable for all Base Monthly Rent, Additional Rent, and other sums due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease; (ii) Terminate this Lease and reenter upon and take possession of the Premises without notice to Tenant, whereupon the term hereby granted and all right, title and interest of Tenant in the Premises shall terminate, and such termination shall be without prejudice to Landlord's right to collect from Tenant any Base Monthly Rent, Additional Rent, or other sums hereunder that has accrued prior to such termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant contained in this Lease; and (iii) declare the entire remaining unpaid Rent for the term of this Lease then in effect to be immediately due and payable, and, at Landlord's option, take immediate action to recover and collect the same by any available procedure. At any time during any such repossession or reletting by Landlord, Landlord may, by delivering written notice to Tenant, elect to exercise its option under item (ii) of the preceding sentence to accept a surrender of the Premises and the leasehold estate created hereby, terminate and cancel this Lease, and retake possession and occupancy of the Premises on behalf of Landlord. Tenant hereby waives delivery of any and all statutorily required notices or demands in the event of Tenant's default, any statement or implication to the contrary elsewhere within this Lease notwithstanding. The remedies provided in this Section shall be cumulative to those provided elsewhere herein or by law.

22. Non-Waiver of Subsequent Defaults. Any failure of Landlord to enforce any provision of this Lease, or to demand strict compliance therewith, upon any default by Tenant shall not be construed as modifying the terms of this Lease or as a waiver of Landlord's right to terminate this Lease as herein provided or otherwise to enforce the provisions hereof upon any subsequent default by Tenant, unless such modification or waiver is in writing, signed by Landlord.

23. Attorneys' Fees. If either Landlord or Tenant or their successors and assigns shall commence any legal proceeding against the other with respect to the enforcement or interpretation of any of the terms and conditions of this Lease, the non-prevailing party therein shall pay to the other expenses incurred by said other party in the litigation,

including reasonable attorneys' and paralegals' fees and costs as may be fixed by the court having jurisdiction over the matter, including attorneys' fees in appellate and bankruptcy court proceedings.

24. Alterations and Improvements. Subject to the alterations and improvements, if any, described in the Suite Modifications Agreement, Tenant accepts the Premises in their "as is" condition. Tenant agrees to make no alterations, additions or improvements to the Premises without Landlord's prior written consent, which consent may be withheld or denied by Landlord in its sole and absolute discretion; and all such additions, alterations and improvements shall be at Tenant's sole cost and expense. All such additions, alterations and improvements shall be and remain the property of Landlord upon the termination of this Lease in any manner whatsoever; or Landlord, at its sole option, may require Tenant, at Tenant's expense, to remove any or all of such additions, alterations or improvements and restore the Premises to the same condition as exists on the date hereof, reasonable wear and tear excepted. Notwithstanding anything contained in this Section to the contrary, Tenant shall comply with the NEG (National Electric Code) and/or all codes in effect in the State of Alabama and the City of Vestavia Hills regarding all low voltage wiring, including wiring for phone lines, computer networking, burglar and fire alarms and the like. Tenant agrees to abide by any other laws and codes as may be enforced from time to time. In addition, upon vacating the Premises, Tenant, at its sole cost and expense, shall remove all low-voltage wiring installed as part of its tenancy, including making necessary patches in walls and/or ceiling plenum areas as required.

25. Notices. Any notice or demand required under this Lease shall be in writing and shall be deemed to have been delivered when (i) personally delivered to the recipient (either by courier or nationally recognized overnight delivery service), or (ii) mailed by registered or certified mail, and addressed to Landlord and Tenant at their respective addresses set forth in the Summary of Key Terms and Definitions. Notices to Landlord shall be sent to both Landlord's Address and Manager's Address as defined in the Summary of Key Terms and Definitions. Such addresses may be changed by written notice as provided in this Section.

26. Miscellaneous. This Lease constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations and affirmations, whether written or oral are merged herein and superseded hereby. No oral promises, representations or affirmations made contemporaneously with the execution of this Lease shall operate to modify, enlarge or contradict its express terms. This Lease may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in a writing signed by Landlord and Tenant. The covenants contained herein shall bind, and the benefits hereof shall inure to, the respective heirs, personal representatives, successors and permitted assigns of the parties hereto, jointly and severally. Unless the context requires otherwise, the singular shall be construed to include the plural and vice versa. The paragraph headings used herein are for indexing purposes only and are not to be used in interpreting or construing the terms of this Lease. If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

27. No Joint Venture. Landlord shall in no event be construed to be a partner or joint venturer of Tenant or any permitted assignee or sublessee, and Landlord shall not be responsible for any of Tenant's debts or liabilities or the debts or liabilities of any permitted assignee or subtenant.

28. Landlord's Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Landlord in the Project, as the same may then be encumbered, and neither Landlord, nor, if Landlord be an entity, any of the shareholders, directors, officers, partners, managers or members comprising such entity, shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of

Landlord other than its interest in the Project. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises, Landlord shall be released from all liability and obligations hereunder.

29. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated to perform (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be correspondingly extended.

30. Time. Time is of the essence of this Lease and each and every provision hereof. The "Effective Date" of this Lease shall be the date the last of Landlord and Tenant has executed this Lease as evidenced by the date below their respective signatures.

31. Alabama Law. This Lease shall be given effect, and shall be constructed and construed by application of the laws of Alabama. The parties agree that the venue for any action arising under or as a result or in connection with this Lease shall be located in Jefferson County, Alabama.

32. Hazardous Substances. Tenant covenants to not use the Premises for the use, storage or transportation of Hazardous Substances other than those (i) reasonably necessary for the conduct of Tenant's permitted use of the Premises, and (ii) used, stored and transported by Tenant in compliance with all Environmental Laws. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Substance from and after the date hereof (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of investigation of the environmental condition of the Premises or any portion of the Project and any feasibility studies or reports, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" or "Superlien" laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance [an "Environmental Law"]], regardless of whether within the control of Landlord. For purposes of this Section, "Hazardous Substances" shall mean and include biological waste and materials and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect. In addition, Hazardous Waste shall include any infectious waste or any materials which cause a nuisance upon or waste to the Premises or Project. If Tenant receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance on the Premises or in connection with Tenant's operations thereon or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Tenant from any person or entity (including without limitation the EPA) then Tenant shall immediately notify Landlord orally and in writing of said notice.

33. Rent a Separate Covenant. Tenant shall not for any reason withhold or reduce Tenant's required payments of rent and other charges provided in this Lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations. In this regard it is specifically understood and agreed that in the event Landlord commences any proceeding against Tenant for non-payment of rent or any other such sum due and payable by Tenant hereunder, Tenant will not interpose any counterclaim or other claim against Landlord of whatever nature or description in any such proceedings (except as required by Alabama law); and in the event that Tenant interposes any such counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant stipulate and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed

out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of such counterclaim or any other claim asserted by Tenant.

34. Quiet Enjoyment. Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

35. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY VOLUNTARILY AND KNOWINGLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

36. Broker. Matt Gilchrist and Walter Brown of Graham & Company, LLC ("Broker") represents the Landlord and Dan Lovell of Graham & Company, LLC ("Co-Broker") represents the Tenant for the purpose of negotiating mutually acceptable terms and conditions for a lease.

37. Tenant Build out. Landlord shall agree to provide Tenant with a "turn-key" buildout based upon the attached Exhibit "A". All Improvements are subject to Landlord's building standards for the construction of the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

"TENANT"

Signed sealed and delivered
In our presence as witnesses to Tenant:

Tenant Name: Intensive Outpatient Program

Witness for Tenant

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

"LANDLORD"

Signed sealed and delivered
In our presence as witnesses to Tenant:

MOUNTAINTOP HOLDINGS, LLC

Witness for Landlord

Signature: _____

Print Name: _____

Signature: _____

Larry Hamilton
Chief Operating Officer
Mountaintop Community Church

Date: _____

EXHIBIT "A" TO LEASE – Suite 150

Floorplan

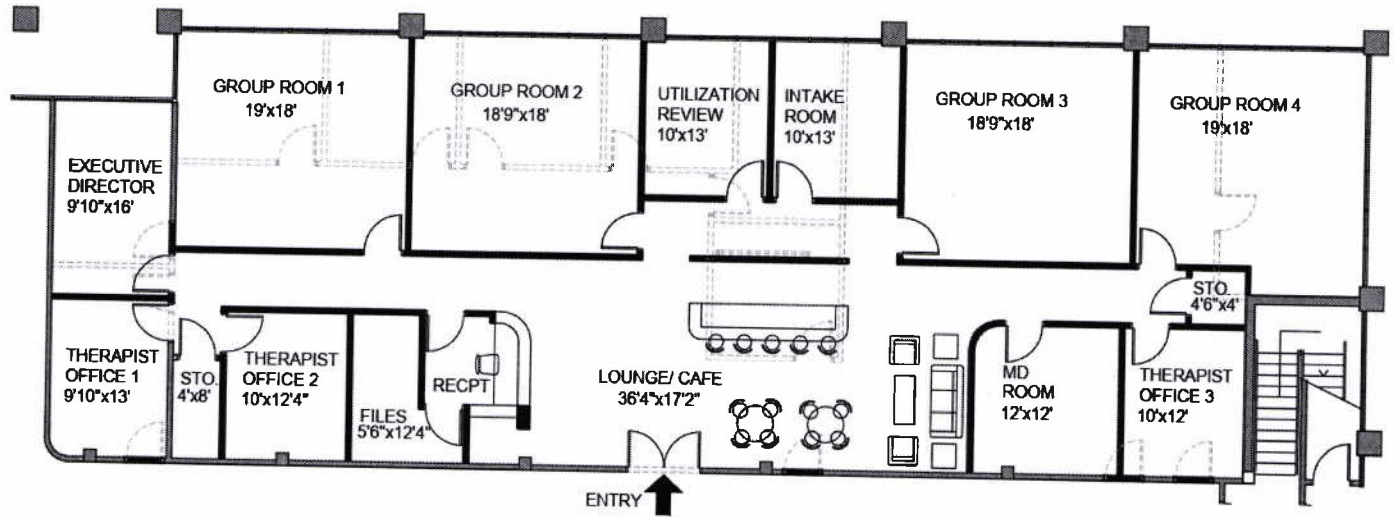


Exhibit "B"

Personal Guaranty

IN CONSIDERATION of the preceding Lease, _____ (hereinafter "Guarantor"), unconditionally guarantees to Landlord, the prompt performance of all terms, conditions, payments and obligations of Tenant arising from or related to the Lease. The undersigned Guarantor agrees that (a) the Lease may in whole or part be extended or renewed; (b) the terms of the Lease may be changed by the parties; (c) that the release of any individual or entity from liability under the Lease shall not operate to in any way release or alter the liability of Guarantor. The signature of Guarantor is also intended as endorsement, as the case may be.

IN WITNESS WHEREOF, on this the ____ day of _____ 2019, _____ has hereto set his hand and seal.

WITNESS: _____

GUARANTOR: _____

By: _____

Social Security #: _____

Home Address: _____

**EXHIBIT "C" TO LEASE
CHAMBERS BUILDING
PROJECT RULES & REGULATIONS
REVISED: 2013**

Landlord has adopted the following Project Rules and Regulations for Chambers Building (the "Project"), for the care, protection and benefit of your leased suite (the "Premises"), and for the general comfort and welfare of all tenants. These Rules and Regulations apply to Tenant, and/or any of Tenant's officers, employees, agents, patrons, customers, licensees, visitors, or invitees (hereafter referred to as "Tenant & Guests") and are subject to amendment by the Landlord from time to time. It is the express obligation of Tenant to inform in a timely manner each of its employees, agents, invitees, or guests of the rules and regulations of the Project and to cause such parties to comply therewith.

1. Smoking is not permitted in the Premises, any of the office suites, interior or exterior bathrooms, parking area, exterior corridors, walkways or anywhere else on or about the site other than in the designated smoking areas. Tenant shall not permit its employees, invitees or guests to loiter or smoke in the Premises or the lobbies, passages, corridors, rest rooms, common walkways, parking lot, entrances or any other area within the Premises or shared in common with other tenants in the Project. Tenant and Guests shall comply with the latest published version of the No-Smoking Regulations as set by the city of Vestavia, AL
2. Tenant & Guests shall not engage in criminal activity, including but not limited to drug-related criminal activity, gang related activity, any act intended to facilitate criminal activity of any kind, on or near the Project or Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act).
3. Tenant & Guests will not engage in an act of violence or threats of violence, including, but not limited to, verbal or physical fights and the unlawful discharge of firearms on or near the Project or Premises. Tenant & Guests shall not conduct any activity on or about the Premises or Project that will draw pickets, demonstrators, or the like.
4. Tenant & Guests shall at all times conduct themselves in a professional, businesslike manner and will not engage in loud or profane discussions, arguments, phone calls and/or cellular phone calls in or about the Premises or common areas of the Project that disturb the quiet enjoyment of Tenant & Guests, neighboring tenants and their guests, invitees, customers and employees, the Landlord and its employees, agents, guests or invitees and management, maintenance, vendors, or cleaning personnel employed by the Project.
5. Tenant & Guests shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Project or otherwise interfere in any way with other tenants or persons having business with them. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its Premises without Landlord's prior written consent, nor shall any tenant use or keep in the Project any flammable or explosive fluid or substance, building gasoline, kerosene oil, acids, caustics (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws), or any explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.
6. Tenant & Guests shall not do anything, or permit anything to be done, in or about the Project, or bring or keep anything therein that will in any way increase the possibility of fire or other casualty, or obstruct or interfere with the rights of, or otherwise injure or annoy other Tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority. Tenant shall not use any electrical space heaters within the Premises.
7. Tenants are responsible for all deliveries to their Premises and must insure that all boxes, wooden pallets, plastic carriers and debris of any sort is properly disposed of and/or removed by their delivery company at their sole cost and expense. Tenants must make their own arrangements for the proper disposal of construction materials, furniture and fixtures, copy machines, printers, computers, monitors and appliances of any kind. The trash dumpsters are for garbage and paper goods only.

8. Tenant & Guests shall cooperate with Landlord and Landlord's employees and/or the Project's cleaning and maintenance personnel in keeping its Premises and the common areas of the Project neat and clean.
9. Landlord will not be responsible for damaged or lost or stolen personal property, fixtures, furniture, equipment, money or jewelry from tenant's Premises or common areas of the Project regardless of whether such loss occurs when the area is locked against entry or not.
10. Loitering is strictly prohibited on the Premises. Sidewalks, doorways, halls, designated smoking locations, parking lot, and similar areas shall not be obstructed or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Project to another part of the Project.
11. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Any violation of this provision which causes a stoppage or damage to any such fixtures or appliances by the Tenant, and/or any of Tenant's officers, employees, agents, patrons, customers, licensees, visitors, or invitees shall be repaired at the sole expense of the Tenant.
12. Canvassing, soliciting, and peddling in the Project, Premises parking lot or common area grounds is prohibited. To ensure orderly operation of the Project and compliance with the Landlord's "No Soliciting" rule, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any Premises except by persons approved by Landlord. No vending or dispensing machines of any kind other than bottled drinking water may be maintained in any Premises without the prior written permission of Landlord.
13. Exterior and interior doors, when not in use, shall be kept free from obstructions at all times in accordance with the fire codes.
14. No tenant may enter into the phone rooms, electrical rooms, mechanical rooms or other service areas of the Project unless accompanied by Landlord or the Property Manager / Maintenance Personnel.
15. Nothing (including, without limitation, boxes, crates or excess trash) shall be swept into, disposed of, or deposited in the parking lot, exterior walkways, grounds, recreation or lawn areas, entries, passages, doors or hallways. Exterior doors, when not in use, shall be kept closed at all times.
16. No birds, animals, reptiles, rodents, dogs, cats or any other creatures or pets shall be brought into or kept in or about the Premises, building, common walkways or parking areas. Notwithstanding anything to the contrary contained herein, service animals, (seeing-eye dogs) are welcome to accompany any disabled individual entering the Project as an employee or visitor of Tenant or otherwise. Please notify Landlord if any special arrangements need to be made to accommodate disabled persons with such service animals.
17. Should Tenant require telegraphic, telephonic, muzak, annunciator or any other communication or entertainment service installed or changed, such work will be done at the expense of Tenant, with the approval of Landlord, and under Landlord's strict and sole direction.
18. All electrical fixtures hung in the Premises must be of a quality, type, design, bulb, color, size and general appearance approved by Landlord.
19. The Project is on a Master Key system. Landlord shall provide standard locks for doors and provide Tenant with six (6) keys to the locks. Tenant shall not have any duplicate keys made. Additional keys will be supplied by Landlord to Tenant at Tenant's cost and expense. If Tenant wishes to re-key their space, the Landlord's locksmith must be used to maintain the integrity of the Master Key system. All re-keys and additional keys are at Tenant's sole cost and expense. No tenant shall place any additional door locks in its Premises without Landlord's prior written consent.

20. All tenants will refer all contractors' representatives, installation technicians and repair persons rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual or other services. All Tenants are responsible for securing a certificate of insurance from any vendor or contractor performing work in their space as liability for any damage to the Premises or Project or personal injury to any person is assumed by the Tenant.
21. Movement in or out of the Premises or Project of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise, or materials which requires the use of the common walkways, driveways, parking lot areas or alleys shall be restricted to such hours as Landlord shall designate. All such movement shall be carried out in the manner prearranged between Tenant and Landlord. Such prearrangement initiated by Tenant will include determination by Landlord, and subject to Landlord's decision and control as to the time, method, and routing of movement, and as to limitations for safety or other concerns that may prohibit any article, equipment, or any other item from being brought into the Project. Tenants assume all risks as to damage to articles moved and injury of persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service. Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any said property or persons resulting from any act in connection with such service performed.
22. No portion of any tenant's Premises shall at any time be used or occupied as sleeping or lodging quarters. The Premises shall not be used for conducting any barter, trade, or exchange of goods or sale through promotional give-away gimmicks, or any business involving the sale of second-hand goods, insurance salvage stock, or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the character of the Project, or which would be in violation of any law.
23. All glass, locks, and trimmings in or upon the doors and windows of the Project shall be kept whole and when any part thereof shall be broken, the same shall be immediately replaced or repaired by Tenant and at Tenant's sole cost and expense.
24. Each Tenant is responsible for complying with all laws, local codes and ordinances including, but not limited to: ensuring all operations related to the Premises meet local codes, licensing and operational requirements.
25. Landlord has the right to evacuate the Project in event of required repairs and maintenance, emergency or catastrophe. Rent shall be abated for each day that tenant is evacuated.
26. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Project without the prior written consent of Landlord. Handwritten signs are never permitted. No nails, hooks or screws (other than those which are necessary to hang paintings, prints, pictures, or other similar items on the Premises' interior walls) shall be driven or inserted in any part of the Project except by Project maintenance personnel. No curtains or other window treatments shall be placed between the glass and the Project's standard window treatments.
27. All damages to the Project caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Project, shall be repaired at the expense of such Tenant. In order to prevent excess damage to carpets, chairmats must be used at all times.
28. Parking for Tenant and Tenant's customers will be provided on a first come, first serve basis and as long as space is available in the common area parking lot, exclusive of any spaces designated by Landlord to be reserved. Tenant's parking cannot exceed the parking amounts dictated in the lease.
29. Parking at the Project is never permitted on any sidewalk, walkway or curb area. This includes motorcycles, scooters, bicycles or any other vehicle other than those needed to assist handicapped individuals. Violations, whether by

Tenant, or Tenant's Guests, shall have their vehicles towed without further notice at the vehicle owner's sole expense. Each Tenant is responsible for insuring compliance with this parking regulation by their employees, guests, patrons, customers and invitees.

30. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Overnight parking at the Project is never permitted. Parking or storage of vehicles, boats, trailers, equipment and the like is never permitted. Tenant & Guests who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver, without further notice. Landlord may, at its option, place a "boot" on the vehicle to immobilize it and may levy a charge of \$100.00 to remove the "boot." Tenant shall indemnify, hold and save harmless Landlord of any liability arising from the towing or booting of any vehicles belonging to an employee or invitee of Tenant.
31. For security and safety reasons, the Landlord's management office will not accept packages or mail for Tenants at the Project. Each tenant shall make their own arrangements to accept packages or deliveries as required. If attempts are made to deliver packages or mail to the on-site management office, the delivery company will be referred back to the Tenant's suite.
32. Project Rules and Regulations may be modified by the Landlord from time-to-time as deemed appropriate and necessary to insure the proper operation of the Project and Premises.

LANDLORD'S ACKNOWLEDGEMENT

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that _____, whose name as Manager of Mountaintop Holdings, LLC, an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the date the same bears date.

Given under my hand and official seal this ____ day of _____, 20____.

Notary Public

[Notorial Seal]

My commission expires: _____

TENANT'S ACKNOWLEDGEMENT Intensive Outpatient Program

STATE OF _____)
:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of _____ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said _____ as of the date the same bears date.

Given under my hand and official seal this ____ day of _____, 20____.

Notary Public

[Notorial Seal]

My commission expires: _____

RUSHTON ♦ STAKELY

Lawyers Since 1890

MONTGOMERY ♦ BIRMINGHAM

G. Dennis Nabors

E-mail: dnabors@rushtonstakely.com

Direct: 334-206-3130

October 18, 2019

RECEIVED

Oct 18 2019

STATE HEALTH PLANNING AND
DEVELOPMENT AGENCY

Ms. Emily T. Marsal
Executive Director
State Health Planning and Development Agency
100 North Union Street
RSA Union Building, Ste 870
Montgomery, Alabama 36130-3025

Re: **IOP RV2019-043**

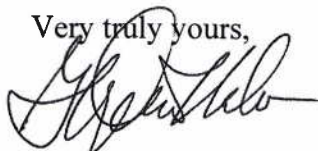
Dear Ms. Marsal:

This is to confirm that Dr. Garry Grayson in his practice in the above referenced IOP will:

1. Be prescribing medication as a routine psychiatrist.
2. Will be practicing in Jefferson County, Alabama.

Thank-you for your help, if you need additional information please let me know.

Very truly yours,



G. Dennis Nabors

GDN/jsl

RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A.

REPLY TO: MONTGOMERY 184 Commerce Street, Montgomery, Alabama 36104 Tel 334 206 3100
BIRMINGHAM 2100 South Bridge Parkway, Suite 240, Birmingham, Alabama 35209 Tel 205 484 0840
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