

AGREEMENT TO LEASE

THIS AGREEMENT TO LEASE (this "**Agreement**"), dated as of the 8th day of December, 2021 (the "**Effective Date**"), is made by and between PP CONSULTANTS, INC., a Georgia corporation ("**Landlord**") and PINNACLE TREATMENT CENTERS, INC., a New Jersey corporation ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein, collectively, as the "**Parties**," or individually as a "**Party**."

RECITALS

WHEREAS, Landlord is currently under contract to purchase the premises (the "**Real Estate Purchase**") more particularly described as that certain space consisting of a total of approximately 2,560 square feet located at 230 Riverstone Parkway, Suite C, Canton, Georgia 30114 (the "**Premises**");

WHEREAS, Landlord's sole purpose in acquiring the Premises is to enter into a long-term lease with Tenant wherein Tenant will rent the Premises from Landlord to provide various drug rehabilitation services to Tenant's clients;

WHEREAS, Landlord and Tenant desire to enter into this Agreement to establish the terms of their lease in the event that Landlord acquires the Premises from its current owner; and

WHEREAS, this Agreement and the terms described herein are a material inducement to Landlord in proceeding with the closing of the Real Estate Purchase and shall take effect upon Landlord taking title to the Premises at the closing of the Real Estate Purchase.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

AGREEMENT

1. **Demise.**

1.1 Demise. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Agreement, on the Commencement Date, Landlord hereby agrees to let and demise to Tenant and Tenant hereby agrees to lease from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Agreement, the Premises. The parties acknowledge and agree that this Agreement creates a usufruct interest only and not an estate for years.

1.2 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions and provisions on Tenant's part to be observed and performed under this Agreement, Tenant shall have quiet enjoyment of the Premises for the Term as against all persons or entities claiming title to the Premises superior to Landlord's title, subject to all terms of this Agreement.

2. **Term.**

2.1 Lease Term. The initial term of this Agreement is for seven (7) years which shall commence on the date that is that later of: (a) the date that Landlord takes title to the Premises by way of the Real Estate Purchase or (b) the date that Landlord recovers possession of the Premises from the tenant currently in possession of the Premises as of the Effective Date (the "**Commencement Date**"), and unless sooner terminated or extended under the terms and conditions contained herein, shall continue until midnight on the date that immediately precedes the date of the seventh anniversary of the Commencement Date (the "**Initial Term**"). Further, Tenant shall have an option to renew the term of this Agreement for two (2) additional periods of five (5) years commencing on the date following the day that the Initial Term ends and continuing until midnight on the date that immediately precedes the date of the tenth anniversary of the Commencement Date (the "**Renewal Term**"), by providing Landlord one hundred twenty (120) days' written notice before the expiration of the Initial Term. For the purposes of this Agreement, "**Term**" shall include the Initial Term of the Agreement, together with the Renewal Term

2.2 Lease Year. As used in this Agreement, "**Lease Year**" shall mean: (a) the initial Lease Year shall be the period that commences on the Commencement Date and that ends on the date that immediately precedes the date of the first anniversary of the Commencement; and (b) thereafter, each Lease Year shall be a period of twelve (12) calendar months that commences on the date following the end of the prior Lease Year and that ends on the date immediately preceding the anniversary of such Lease Year.

3. **Rent.** Tenant hereby agrees to pay Fixed Rent and Additional Rent (as such terms are defined below and collectively referred to herein as "**Rent**") for the right of use and occupancy of the Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.1 Fixed Rent. During the first Lease Year, Tenant shall pay fixed rent ("**Fixed Rent**") to Landlord in an amount equal to Four Thousand One Hundred Fifty and No/100 Dollars (**\$4,150.00**) per month. During each subsequent Lease Year, the Fixed Rent payable by Tenant to Landlord shall increase by 3% over the prior Lease Year's Fixed Rent. For the avoidance of doubt, the Rent Schedule attached hereto as Exhibit A shall detail the Fixed Rent for each month within the Term. All Fixed Rent shall be payable on the first (1st) day of each calendar month included within the term of this Agreement. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

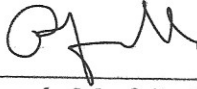
3.2 Tax Payments.

(a) During each Lease Year throughout the Term, Tenant shall pay to Landlord the Real Estate Taxes assessed against the Premises. As used herein, the term "**Real Estate**

IN WITNESS WHEREOF, Landlord and Tenant have executed under seal this Agreement as of the Effective Date.

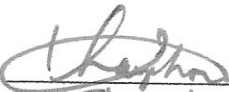
LANDLORD:

PP CONSULTANTS, INC.,
a Georgia corporation

By: 
Pamela Marfell, CEO

TENANT:

PINNACLE TREATMENT CENTERS, INC.,
a New Jersey corporation

By: 
Name: Thaiphong Vo
Its: Vice President & Associate
General Counsel