

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: MHL047-164	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED R 08/15/2024
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NAME OF PROVIDER OR SUPPLIER AMAT GROUP HOMES 2	STREET ADDRESS, CITY, STATE, ZIP CODE 103 CASPIA COURT RAEFORD, NC 28376
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V 000	<p>INITIAL COMMENTS</p> <p>An annual, follow-up and complaint survey was completed on August 15, 2024. The complaint (intake #NC00219194) was unsubstantiated. Deficiencies were cited.</p> <p>This facility is licensed for the following service category: 10A NCAC 27G. 5600A Supervised Living for Adults with Mental Illness</p> <p>This facility is licensed for 6 and currently has a census of 6. The survey sample consisted of audits of 3 current clients.</p>	V 000		
V 110	<p>27G .0204 Training/Supervision Paraprofessionals</p> <p>10A NCAC 27G .0204 COMPETENCIES AND SUPERVISION OF PARAPROFESSIONALS</p> <p>(a) There shall be no privileging requirements for paraprofessionals.</p> <p>(b) Paraprofessionals shall be supervised by an associate professional or by a qualified professional as specified in Rule .0104 of this Subchapter.</p> <p>(c) Paraprofessionals shall demonstrate knowledge, skills and abilities required by the population served.</p> <p>(d) At such time as a competency-based employment system is established by rulemaking, then qualified professionals and associate professionals shall demonstrate competence.</p> <p>(e) Competence shall be demonstrated by exhibiting core skills including:</p> <ol style="list-style-type: none"> (1) technical knowledge; (2) cultural awareness; (3) analytical skills; (4) decision-making; (5) interpersonal skills; 	V 110		

Division of Health Service Regulation
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

[Signature] **Qualified Professional** TITLE

STATE FORM 6899 EG2911 (X6) DATE **8/26/2024**

If continuation sheet 1 of 8

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V 110	<p>Continued From page 2</p> <p>Interview on 8/15/24 with Client #3 revealed: -She lived at the facility for one year. -"I like it here." -She understands staff #1 but when you talk to her you have to repeat yourself several times. -"You have to repeat stuff."</p> <p>Interview on 8/15/24 with Client #4 revealed: -She did not say much to staff #1 or ask her anything. -"You have to repeat everything." -"It is also hard understanding [staff #1]."</p> <p>Interview on 8/15/24 with Client #5 revealed: -She liked it the group home. -She had to always repeat questions to staff #1. -"It is hard to understand her."</p> <p>No interview with client #6 as she was in the hospital.</p> <p>Observation and interview at 9:20 a.m. on 8/15/24 with Staff #1 revealed: -Division of Health Regulation (DHSR) surveyor repeatedly asked for client #2's record and medication. -DHSR surveyor did not get an appropriate response and repeated the request two times. -She would stare at surveyor without providing the requested information. -She was unable to tell the surveyor how many bedrooms were in the house. -Client #2 provided the information requested by surveyor.</p> <p>Interview on 8/15/24 with the House Manager revealed: -She worked various hours 7 days a week. -"I had no issues communicating with staff #1." -"I learned how to communicate with staff #1."</p>	<p>V 110</p> <p>V110</p> <p>V110</p> <p>V110</p>	<p>QP will ensure that staff #1 undergo regular training and development programs focused on enhancing the communication skills, including verbal and active listening.</p> <p>QP will ensure that staff #1 undergo regular training and development programs focused on enhancing the communication skills, including verbal and active listening.</p> <p>QP will ensure that staff #1 undergo regular training and development programs focused on enhancing the communication skills, including verbal and active listening.</p>	<p>imp.date 8/15/24</p> <p>compl. date: 8/30/24</p> <p>imp.date 8/15/24</p> <p>compl. date: 8/30/24</p> <p>imp.date 8/15/24</p> <p>compl. date: 8/30/24</p>

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V 110	Continued From page 3 -"If staff #1 did not understand she would send her a text and then call her to ask if she understands." Interview on 8/15/24 with the Owner/Qualified Professional revealed: -She would not hire someone who did not speak English. -Clients never complained about problems communicating with staff #1. -She reported it could be the accent based on the country staff #1 was from. -She would schedule staff #1 for training on communication skills.	V 110 V110	QP will ensure that staff #1 undergo regular training and development programs focused on enhancing the communication skills, including verbal and active listening.	imp.date 8/15/24 compl. date: 8/30/24
V 114	27G .0207 Emergency Plans and Supplies 10A NCAC 27G .0207 EMERGENCY PLANS AND SUPPLIES (a) Each facility shall develop a written fire plan and a disaster plan and shall make a copy of these plans available to the county emergency services agencies upon request. The plans shall include evacuation procedures and routes. (b) The plans shall be made available to all staff and evacuation procedures and routes shall be posted in the facility. (c) Fire and disaster drills in a 24-hour facility shall be held at least quarterly and shall be repeated for each shift. Drills shall be conducted under conditions that simulate the facility's response to fire emergencies. (d) Each facility shall have a first aid kit accessible for use.	V 114		

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V 114	<p>Continued From page 4</p> <p>This Rule is not met as evidenced by: Based on record review and interview the facility failed to ensure fire and disaster drills were completed on each shift at least quarterly. The findings are:</p> <p>Review on 8/15/24 of the facility's fire drills book revealed:</p> <ul style="list-style-type: none"> -There were no fire and disaster drills conducted on 2nd shift for the 2nd quarter. -There were no fire and disaster drills conducted on 2nd shift since 3/5/24. -There were no fire and disaster drills conducted on 3rd shift for the 2nd and 3rd quarter. -There were no fire and disaster drills conducted on 3rd shift since 1/4/24. <p>Interview on 8/15/24 with the Owner/Qualified Professional revealed:</p> <ul style="list-style-type: none"> -She was aware the fire and disaster drills were to be conducted at least quarterly on each shift. -She reported staff were supposed to conduct fire and disaster drills monthly. -She would make sure staff conducted fire and disaster drills on each shift at least quarterly. 	V 114	<p>V114</p> <p>QP will ensure staff conduct fire drills on every shifts</p>	<p>impl. date: 8/15/24</p> <p>compl. date: 8/30/24</p>
V 736	<p>27G .0303(c) Facility and Grounds Maintenance</p> <p>10A NCAC 27G .0303 LOCATION AND EXTERIOR REQUIREMENTS</p> <p>(c) Each facility and its grounds shall be maintained in a safe, clean, attractive and orderly manner and shall be kept free from offensive odor.</p>	V 736		

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V 736	<p>Continued From page 5</p> <p>This Rule is not met as evidenced by: Based on observation and interviews, the facility was not maintained in a safe, clean, and attractive manner. The findings are:</p> <p>Observation on 8/15/24 at 9:45 a.m. of the facility revealed: -Client #1's and client #3's bedroom door was replaced with a curtain. -The curtain rod was bent and unable to hold the weight of the curtain. -There was a dent in the middle of client #5's mattress.</p> <p>Interview on 8/15/24 with Client #1 revealed: -She shared rooms with client #3. -They had dividers in their room. -The curtain was "okay" but preferred the door.</p> <p>Interview on 8/15/24 with Client #3 revealed: -She lived at the facility for one year. -"I like it here." -She shared her room with client #1. -She lived at the facility when the bedroom door broke. -The owner replaced the door with the curtain. -She felt the curtain did not provide enough privacy since the bedroom was near the kitchen. -"It's been a while since the door was removed."</p> <p>Interview on 8/15/24 with Client #5 revealed: -She needed a dresser or night stand. -There was a dent in the middle of her bed. -"The box spring was collapsing in the middle of the bed." -She did not inform staff about the issues with her bed.</p> <p>Interview on 8/15/24 with the Owner/Qualified Professional revealed:</p>	<p>V 736</p> <p>V736</p> <p>V736</p>	<p>QP will ensure that client #1 and impl Client#5 bedroom door is replaced date: curtain will be replaced with bedroom door.</p> <p>QP will ensure mattress in client #5 room is replaced though it is a new mattress. Client #5 has a dresser in her room.</p>	<p>8/16/24</p> <p>compl. date: 9/7/24</p> <p>imp. date: 8/15/24</p> <p>compl date 9/14/24</p>

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V 736	Continued From page 6 -Client #1's and client #3's bedroom door was removed. -The door was a double door. -The door broke from clients opening and closing it. -She would put the door back up. -She did know there was a problem with client #5's bed. -She reported client #5 had a new mattress. -She would look for a solid mattress.	V 736 V736	QP will ensure that client #1 and impl Client#3 bedroom door is replaced date: curtain will be replaced with bedroom door.	8/16/24 compl. date: 9/7/24
V 738	27G .0303(d) Pest Control 10A NCAC 27G .0303 LOCATION AND EXTERIOR REQUIREMENTS (d) Buildings shall be kept free from insects and rodents. This Rule is not met as evidenced by: Based on record review and interviews, the governing body failed to assure the building was kept free from insects. The findings are: Interview on 8/15/24 with Client #2 revealed: -She shared her bedroom with client #4. -She saw a bed bug on her bed about 2 or 3 days ago. -She told staff #1. -Staff #1 sprayed something around the room. -"I think she sprayed bed bug spray." Interview on 8/15/24 with Client #4 revealed: -She shared her bedroom with client #2. -She saw a bed bug on her bed and client #2's bed about 2 or 3 days ago.	V 738		



SPECIAL SERVICE AGREEMENT

BILLING ADDRESS: NUMBER, STREET

SERVICE ADDRESS: NUMBER, STREET

113 Caspary Ct

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

Roanoke NC 28376

PERSON TO CONTACT

TYPE AND NO. OF STRUCTURES TO SERVICE

Bed room

OFFICE PHONE

PESTS TO BE TREATED (SPECIFIC OCCASIONAL INVADERS) (DO NOT ABBREVIATE)

Bed Bugs

PRODUCTS PURCHASED

I agree to pay Orkin Pest Control the below amount at this time for treatment of the pest(s) indicated.

SERVICES RENDERED \$ 383.01 PAYMENT MADE BY:

PRODUCTS PURCHASED \$ _____ CASH

SALES/SERVICE TAX \$ _____ CHECK # _____

AMOUNT DUE \$ 383.01 PAYMENT OPTION FORM

AMOUNT PAID (\$ 383.01) P.O. # _____

BALANCE DUE \$ 0

PROBLEM AREAS

Bed room

SPECIAL INSTRUCTIONS

1 TREATMENT 2 TREATMENTS

(OTHER) _____

DISPUTE RESOLUTION: (A) Mediation/Arbitration: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>. (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.

This Special Service Agreement is guaranteed for 30 days only, and WILL NOT provide permanent control. For CONTINUOUS protection and control, we strongly recommend a REGULAR PEST CONTROL SERVICE.

Service Exclusions.

1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Bed Bugs, Carpenter Ants, Fire Ants, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of Orkin.

2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of Orkin. The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests.

Limitation of Liability: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

Indemnification: The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, lawsuits, losses, penalties, damages, expenses (to include reasonable attorney's fees), settlements, costs, charges and liabilities of every kind and nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

ORKIN INSPECTOR

EMPLOYEE # OR CERTIFICATION #

120 W. Mountain Dr (910) 366-5075

BRANCH ADDRESS: STREET

PHONE

Fayetteville NC 28306

CITY, STATE, ZIP CODE

DATE:

BRANCH MANAGER'S SIGNATURE:

[Signature]

Signature () Owner () Lessee () Agent

Title _____

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.