

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☒ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				12		
Corporate/Business Entity Name:		Rite of Passage Adolescent Treatment Centers and Schools, Inc.				
(Include d.b.a., if applicable)		N/A				
Street Address:		2560 Business Parkway		Website: riteofpassage.com		
City, State and Zip Code:		Minden, NV, 89423		POC Name: Jennifer Stoops/Jill Faber Email: Jennifer.stoops@rop.com/ jill.faber@rop.com		
Telephone No:		(775) 392-2659		Fax No: (775) 392-2443		
Nevada Local Street Address:		800 E. Charleston Blvd.		Website: theembracingproject.org		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV, 89104		Local Fax No: N/A		
Local Telephone No:		(702) 463-6929		Local POC Name: Makaya Swain Email: makaya.swain@rop.com		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See List of Non-Profit Board Members attached.	Attached	Zero (0) Percent-Non Profit

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Lawrence W. Howell /s/ Digitally signed by Lawrence W. Howell
Date: 2022.06.02 08:18:18 -07'00'

Signature

Lawrence W. Howell

Print Name

Executive Director

Title

6/2/2022

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☒ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☒ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Lawrence W. Howell Digitally signed by Lawrence W. Howell
Date: 2022.06.02 09:20:00 -07'00'

Signature

Lawrence W. Howell

Print Name

Authorized Department Representative



ATCS BOARD MEMBERS

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Chairperson/President
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ATCS CONTACTS

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Jennifer Stoops
Business Manager
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Cell: (775) 217-3242
Email: Jennifer.stoops@rop.com

Rite of Passage Adolescent Treatment Centers and Schools is a non-profit organization; therefore, the Board has 0 (zero) percent of direct and/or indirect ownership.

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.

"Dedicated to Improving the Lives of Youth"

2560 BUSINESS PARKWAY, SUITE B • MINDEN, NV 89423 • 775-267-9411 • FAX 775-267-9420



RESOLUTION OF BOARD OF DIRECTORS

BE IT RESOLVED, the Board of Directors of Rite of Passage Adolescent Treatment Centers and Schools, Inc. a Nevada nonprofit corporation, hereby approve Lawrence W. Howell as the designated authority to complete, sign, and submit any and all paperwork necessary to execute documents on behalf of Rite of Passage Adolescent Treatment Centers and Schools, Inc.

I, Vicky Sauer-Lamb, do hereby certify that I am duly elected and qualified Treasurer of the Board of Rite of Passage Adolescent Treatment Centers and Schools, Inc. a corporation organized and existing under the laws of the State of Nevada, and the above is a true and correct copy of a resolution adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the Bylaws of said Corporation on June 7, 2016.

IN WITNESS WHEREOF, I have affixed my name as Board Treasurer and have caused the corporate seal of said corporation to be hereunto affixed, this 15th Day of October, 2020.

Vicky Sauer-Lamb

Vicky Sauer-Lamb, Treasurer of the Board of
Directors, Adolescent Treatment Centers
And Schools, Inc.

10-15-20

Date of Signature

RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS INC

"Dedicated to Improving the Lives of Youth"

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**LEASE AGREEMENT
BETWEEN
CLARK COUNTY
AND
RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND
SCHOOLS INC.**

This Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2022, by and between CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter "Lessor" or "County"), and Rite of Passage Adolescent Treatment Centers and Schools, Inc. (hereinafter "Lessee"), individually known as a "Party" and collectively known as the "Parties".

WHEREAS, the County through its Department of Juvenile Justice Services ("DJJS") is awarding CBE 605939-21 a Contract for Alternative Living Services – Girls Program ("Operating Agreement") for a third-party vendor ("Operator") to operate the Spring Mountain Youth Camp Residential facility for girls only ("Operator Facility"); and

WHEREAS, the Operator must utilize the Operator Facility in order to fulfill their Operating Agreement obligation requiring a lease agreement allowing for the use of the Operator Facility; and

NOW THEREFORE, in consideration of the promises and covenants herein contained it is mutually agreed by and between the Parties hereto as follows.

1. Premises.

County owns the real property located at 520 North 30th Street, Buildings A & B, Las Vegas, NV 89101, and commonly described as Assessor's Parcel Number 139-36-501-005 (hereinafter "Property") as depicted in Exhibit "A". County hereby leases to Lessee and Lessee hereby leases from County approximately +/-2,948 square feet of residential group housing space located on the East side of the Property known as Building B, as depicted in Exhibit "B" attached hereto and incorporated herein by reference ("Premises").

2. Term.

2.1 The initial term of this Lease ("Lease Term") shall commence on the date the Operating Agreement is awarded (hereinafter "Commencement Date") and shall terminate June 30th, 2023 on the same date of termination for the Operating Agreement (hereinafter "Termination Date"), unless terminated earlier pursuant to Section 4 or 33 herein below.

2.2 Provided that this Lease has not been terminated by either Party as provided in this Lease, and further provided that Lessee has faithfully complied with and performed all of the covenants and conditions in this Lease on its part to be performed during the initial or any extended term, and is not in default at the time of exercise of the option or at the commencement of an extended term, then Lessee shall have the option to extend this Lease for four (4) – one (1) year options which is the same option to extend as stated in the Operating Agreement (hereinafter “Option to Extend”) under the same terms and conditions of the original Lease. Lessee shall notify the County, in writing, at least Thirty (30) days, but no more than One Hundred Fifty (150) days prior to the end of the initial Lease term, of its intent to exercise the Option to Extend.

3. Use of the Premises.

3.1 Lessee shall use the Premises only for the purpose of court-ordered housing for girls only between the ages of 10-18 years old. Any different or additional use of the Premises must be approved in writing by County.

3.2 Lessee shall observe and enforce all established rules and regulations of County in connection with Lessee’s use of the Premises. Lessee shall not use or occupy the Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Premises. Upon notice from County, Lessee shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

3.3 Lessee shall not knowingly do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage, or other insurance policy covering the Premises and/or Property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of County’s insurance carrier or any other person or organization performing a similar function. Lessee shall promptly, upon demand, reimburse the County for any additional premium charged for such policy by reason of Lessee’s failure to comply with the provisions of this subsection.

3.4 Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Premises, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes.

3.5 Lessee shall not cause, maintain or permit any nuisance or waste in, on or about the Premises.

Lease Agreement between Clark County and Rite of Passage Adolescent Treatment Centers and Schools, Inc.

3.6 Lessee shall be provided use of County owned Furniture, Fixtures and Equipment (FF&E) as outlined in Exhibit C. All FF&E shall be returned to the County in the same condition as when Lessee received the FF&E less any normal ordinary wear and tear upon the expiration or termination of this Lease.

3.7 Lessee shall provide County access to IT Room (#011) anytime requested by County.

4. County's Budgetary Limits and Fiscal Fund Out.

4.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County's financial obligations under this Lease are subject to those statutory requirements and Subsections 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of County's payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for maintenance of the building and for related liabilities for the County. County reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and County's General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy County's financial obligations under this Lease.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate, and County's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the County's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due.

5. Monthly Rental Amount.

5.1 Provision of these premises is part of the consideration paid by Lessor to Lessee under the Lessee's Operating Agreement, and therefore no additional rent obligation is imposed under this Lease. The Lessee shall not pay any rent due to Lessee's valuable services to the community.

6. Security Deposit.

NO SECURITY DEPOSIT.

7. Utilities and Services.

7.1 County shall provide WIFI, power, gas, water, sewer and normal trash removal. The failure by County, to any extent, to furnish, or the interruption or termination of such services or utilities, in whole or part, resulting from causes beyond the reasonable control of County shall not render County liable in any respect, except as provided in this subsection. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, the Lessee shall have no claim for offset or abatement of monthly rent or damages on account of an interruption in service resulting therefrom; provided, however, that the Lessee shall not be obligated to pay rent until the utilities or services are operational if (i) the affected utilities or services are essential to the Lessee's business operations such that Lessee cannot reasonably operate its business from the Premises, (ii) the affected utilities or services are interrupted for a period of ten (10) or more consecutive business days, and (iii) the interruption was not caused by the negligence of the Lessee, its officers, employees, or invitees.

7.2 Subject to all governmental rules, regulations and guidelines applicable thereto, County shall provide heating ventilation and air condition (hereinafter "HVAC") when necessary for normal comfort office use in the Premises, from Monday through Friday, during the period of 8:00 a.m. to 6:00 p.m., and Saturday during the period of 9:00 a.m. to 12:00 p.m., provided that HVAC during such Saturday hours supplied only in the event the Lessee notifies County's building manager by 3:00 p.m. on Friday that such HVAC services is required. Notwithstanding the foregoing, HVAC service will not be supplied on the date of observation of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the Friday following Thanksgiving Day), Christmas Day and any other locally or nationally recognized holiday (collectively "the Holidays").

7.3 For any utilities or services not enumerated above in Subsection 7.1, Lessee shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider.

7.4 Lessee will be responsible for providing their own computers, software, printers, and Internet connectivity. Lessee will coordinate with County to gain access (if needed) to the County secure IT Room (#011). County will maintain public Wi-Fi.

8. Alterations, Additions or Improvements to Premises.

8.1 Lessee shall not, without County's prior written consent, make any alterations, additions or improvements to or on the Premises.

9. Repairs and Maintenance.

9.1 Lessee shall maintain the Premises, including all improvements, FF&Es therein, in good order, condition and repair at all times during the Lease term; provided however, that, at County's option, or if Lessee fails to make such repairs, County may, but need not, make such repairs and replacements, and Lessee shall pay County's cost or expenses, including County's overhead, arising from County's involvement with such repairs and replacements forthwith upon being billed for same. Lessee hereby waives and releases its right to make repairs at County's expense and/or terminate this Lease or vacate the Premises under any Nevada law, statute, or ordinance hereinafter in effect.

9.2 County shall, at its sole expense, subject to the Fund Out clause, repair and maintain, in good repair and tenantable condition, the Premises, including the HVAC equipment (except as set forth in Subsection 9.1). Any necessary structural repairs to the building will be made by County at County's expense if such repairs are not due to the fault or negligence of Lessee as provided in Subsection 9.3, including building, interior and exterior walls, exterior roof, cement-embedded or sub-surface accessible and non-accessible plumbing serving the Premises.

9.3 Lessee shall be responsible for repairs to the Premises, the need for which arises out of (a) Lessee's use or occupancy of the Premises; (b) the installation, removal, use or operation of Lessee's property; (c) the moving of Lessee's property into or out of the Premises; or (d) the act, omission, misuse or negligence of Lessee, its agents, employees, or invitees.

9.4 Lessee must use the Premises in a reasonable manner that does not create an undue burden or financial difficulties for County.

9.5 Lessee shall give County prompt verbal notice, followed by written notice, of any damage to or defective condition in any part of the appurtenances of the mechanical, electrical, plumbing, air conditioning or other systems serving, located in, or passing through the Premises.

9.6 Upon the expiration or earlier termination of this Lease, Lessee shall return the Premises to County in broom-clean condition and in the same condition as on the date Lessee took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from Lessee's use of the Premises or resulting from the removal of Lessee's property from the Premises shall be repaired by Lessee at Lessee's expense. County may, but need not, make repairs due to any damage and Lessee shall pay County's cost or expenses, including County's overhead, arising from County's involvement with such repairs forthwith upon being billed for same.

9.7 County and Lessee shall each fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

9.8 By entry hereunder, Lessee accepts the Premises as being in good repair and tenantable condition, and upon entry, accepts the Premises in their "as-is" condition. It is understood and agreed that County has no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof.

10. Lessee's Liability Insurance.

Lessee, at its expense, will maintain the following insurance coverage during the initial and any extended terms of this Lease:

10.1 Workers compensation in accordance with Nevada law.

10.2 Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the County, Lessee and Lessee's contractors and agents against claims for bodily injury or death and damage to the property of others.

10.3 Insurance covering Lessee's improvements, personal property, supplies and equipment, in an amount equal to the replacement cost thereof, and fire insurance with extended coverage with policy limits of no less than \$1,000,000. County shall not be liable for injury to the Premises or Lessee's property by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, Lessee shall look solely to the insurer for reimbursement and not to County.

10.4 Fire insurance for damages to premises with extended coverage with policy limits of Five Hundred Thousand (\$500,000.00). COUNTY shall not be liable for injury or damages to the Lessee's property or fixtures caused by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of such damage, LESSEE shall look solely to the insurer for reimbursement and not to COUNTY.

11. Indemnification.

Each Party shall remain liable for its own negligence in accordance with general law of the State of Nevada. Lessee shall indemnify County for all claims, causes of action and lawsuits which arise out of Lessee's use of the Property. Lessee agrees to hold harmless, indemnify and defend County and its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and

expenses, for any injury, death, damage, or loss to any person or property whatsoever, including employees and property of County, occurring in, on or about the Premises, adjacent streets or sidewalks or any part thereof, due to the negligence, fault, act or omission of Lessee, its agents, officers employees and invitees or due to the breach or default by Lessee under this Lease in the performance.

12. Parking Space(s).

Subject to compliance with the rules and regulations, Lessee shall have use of the existing parking lot on a non-exclusive basis.

13. Rules and Regulations.

Lessee shall, to the extent it has the legal authority to do so, comply with the reasonable rules and regulations adopted by County from time to time and all modifications or any additions thereto from time to time put into effect by County.

14. Destruction of Premises.

In the case of the total destruction of the building, or any portion thereof substantially interfering with the Lessee's use of the Premises, whether by fire or other casualty, not caused by the fault or negligence of the Lessee, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, this Lease shall terminate.

15. Amendment or Modification.

This Lease constitutes the entire Agreement between the Parties and may be amended or modified only with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto, and approved by the Lessor's governing board.

16. Assignment or Sublease.

Any attempt by Lessee to assign any rights or delegate any duties arising from this Lease or to sublease the Premises without the written consent of the County shall be void.

17. Notices.

Any notice required to be given hereunder shall be deemed effective when received by the Party to whom it is directed. All such notices shall be in writing and may be delivered in person by one Party to the other Party at the Premises, or may be sent by certified mail, return receipt requested, to the other Party at its respective address set forth below, or to such other address as may hereafter be designated by either Party in writing:

County: Clark County Real Property Management
c/o Director of Real Property Management
500 Grand Central Parkway, 4th Floor
P.O. Box 551825
Las Vegas, NV 89155-1825

Lessee: RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS
AND SCHOOLS INC.
Attn: Jennifer Stoops, Business Manager
2560 Business Parkway, Suite B
Minden, NV 89423

18. Nevada Law.

The validity, construction, interpretation and effect of this Lease shall be governed by the laws of the State of Nevada, and any dispute or legal proceeding is subject to the jurisdiction of the state courts in the State of Nevada.

19. Covenant of Quiet Enjoyment.

County represents that if Lessee performs all its obligations under this Lease, Lessee shall have and enjoy throughout the term of this Lease the quiet and undisturbed enjoyment of the Premises.

20. Prior Approval of Lessor's Governing Board.

This Lease is contingent upon prior approval by the Clark County Board of Commissioners and is not binding upon the Parties hereto or effective until such approval has been obtained.

21. Condemnation.

If, during the term hereof, fee title to all or substantially all of the Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, whether by a condemnation proceeding, purchase under threat of condemnation, or otherwise, this Lease shall terminate on the date that possession of the Premises is taken, and the rent and other charges provided herein to be paid by Lessee or already paid by Lessee shall be apportioned and paid by Lessee or refunded by County to Lessee as appropriate to such date. For the purposes of this section "substantially all of the Premises" shall be deemed to have been

taken if the building cannot be so repaired or reconstructed as to constitute complete building of the same nature and type and capable of being devoted to the uses permitted by this Lease. If, during the term hereof, fee title to less than substantially all of the Premises is condemned, and the remaining part of the Premises (after reconstruction using the condemnation or purchase proceeds, if necessary) is reasonably suitable for the Lessee's continued occupancy for the purposes and use for which the Premises are leased, this Lease shall terminate as to the part so taken, and the monthly rent shall be reduced in the same proportion that the total area of the building has been reduced by the taking. Compensation awarded or paid upon a total or partial condemnation of the Premises shall be apportioned and County shall be entitled to the portion representing the value of the County's fee interest and the Lessee shall be entitled to the portion representing the value of its leasehold in the Premises and trade and other fixtures installed by the Lessee. Lessee shall have the right to claim and recover from the condemning authority, but not from County, such compensation as may be separately awarded or recoverable by the Lessee in Lessee's own right.

22. Condition Upon Surrender.

On the last day of the term hereof, or upon any earlier termination of this Lease, Lessee shall surrender and deliver possession of the Premises to County in reasonably good condition considering their age and use, ordinary wear and tear and the effect of casualty and condemnation excepted, without delay and free and clear of all liens and encumbrances other than those existing at the commencement of the term of this Lease. Notwithstanding any other provisions of this Lease, where furnished by or at the expense of Lessee, Lessee may remove furniture, trade fixtures and business equipment, furnishings and personal property of every kind, at or prior to the termination of this Lease, provided, however, that the removal thereof will not impair the structural integrity of the building or any improvement located on the Premises. Any damage to the building or improvements resulting from such removal shall be repaired to the reasonable satisfaction of County, taking into account normal wear tear. Any personal property of Lessee which shall remain on the Premises after the termination of this Lease and the vacation thereof by the Lessee may, at the option of County, be deemed to have been abandoned by the Lessee and may be retained by County as its property or may be disposed of, without accountability, in such a manner as County may see fit. County shall not be responsible for any loss or damage occurring to any property owned by the Lessee or any subtenant, except as a result of any negligent or willful act or omission by County. The provisions of this section shall survive any termination of this Lease.

23. Liens.

Lessee shall, at its sole cost and expense, within Fifteen (15) days after the filing of any lien for record, obtain the discharge and release thereof. Nothing contained herein shall prevent County, at the cost and for the account of Lessee, from obtaining said discharge and release in the event Lessee fails or refuses to do the same within said Fifteen (15) day period.

Lessee will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon fixtures, equipment, or personal property located on or within the Premises.

24. Hazardous Materials.

The Lessee shall not permit any Hazardous Material to be sold, kept, used, stored or manufactured in, upon or about the Premises. As used herein, the term "Hazardous Material" means those substances, chemicals and mixtures as may be defined as "hazardous substances," "extremely hazardous substances," "hazardous materials," "toxic substances," "imminently hazardous chemical substance or mixture," "pesticide," "heavy metal," "hazardous air pollutant," "toxic pollutant," "toxic waste," "pollutant," "regulated substance," "asbestos," "asbestos containing material," "solid waste," "hazardous waste," "medical waste," "radioactive waste," or similar terms in any of the following acts, as now or hereafter amended: the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et. seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sec. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et. seq., the Federal Hazardous Substances Act, 15 U.S.C. Sec. 1261 et. seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et. seq., the Clean Air Act, 42 U.S.C. Sec. 7401, et. seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et. seq., the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sec. 11001 et. seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. Sec. 651 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et. seq., the statutes of the State of Nevada found currently at Chs. 444, 445A, 445B, 445C, 459, 477, 590, 618 or in the Uniform Fire Code, and the rules, orders and regulations now in effect or promulgated and effective hereafter pursuant to each respective law listed above as well as such other substances, materials and wastes which are regulated under any applicable governmental requirement, or which are classified as hazardous or toxic under any governmental requirement.

25. Subordination and Attornment.

Lessee agrees that, except as provided in this section, its interest hereunder is and shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance (including, but not limited to, sale-lease back transactions), together with any renewals, extensions or replacements thereof, hereafter placed, charged or enforced against the Premises, or any portion thereof, and Lessee shall execute and deliver at any time, and from time to time, upon demand by County, and within Twenty (20) days of said demand, such documents as may be required to effectuate such subordination; provided, however, that such subordination shall be effective without any such document; provided, further, however, the Lessee shall not be required to effectuate such subordination, nor shall County be authorized to effectuate such subordination on behalf of Lessee, unless the mortgagee, beneficiary or ground County named in such encumbrance shall first agree in writing, for the benefit of Lessee, that so long as Lessee is not in default under any of the provisions, covenants or conditions of this Lease on the part of Lessee to

be kept and performed, neither this Lease nor any of the rights of Lessee hereunder shall be terminated or modified or be subject to termination or modification, nor shall Lessee's possession of the Premises be disturbed, by proceedings to foreclose said mortgage, deed of trust or other encumbrance. In the event that the mortgagee, ground County or beneficiary (each being a "Mortgagee") of any mortgage, ground lease or deed of trust elects to have this Lease a prior lien to its mortgage, deed of trust or ground lease, then and in such event, upon such Mortgagee's giving written notice to Lessee to that effect, this Lease shall be deemed prior in lien to such mortgage, deed of trust or ground lease whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage, deed of trust or ground lease. Lessee shall, in the event any proceedings are brought for the foreclosure of the Premises or in the event of exercise of the power of sale under any deed of trust made by County covering the Premises, attorn to the purchaser and recognize such purchaser as County under this Lease. Lessee further agrees to promptly execute and deliver any instrument which such purchaser may reasonably request to further evidence such attornment; provided, however, that such attornment shall be effective without any such instrument.

26. Estoppel Certificates.

Lessee agrees at any time, upon request by County and within Twenty (20) days of said request, to execute, acknowledge and deliver to County a written statement certifying that this Lease is unmodified and in full force and effect (or, if there has been modifications, that the same is in full force as modified and stating the modifications), the dates to which the rents have been paid pursuant to this Lease and such other certification concerning this Lease as may be reasonably required by County or any Mortgagee. Lessee further agrees that such statement may be relied upon by any Mortgagee or prospective purchaser of the fee or assignee of any mortgage on the fee of the Premises.

27. Default.

27.1 County shall have all the rights and remedies provided in this section or elsewhere herein, in the event that (i) Lessee shall default in the payment of any sum of money required to be paid hereunder and such default continues for Five (5) days after written notice thereof from County to Lessee; or (ii) Lessee shall default in the performance of any other term, covenant or condition of this Lease on the part of Lessee to be kept and performed and such default continues for Thirty (30) days after written notice thereof from County to Lessee. All cure periods provided herein shall run concurrently with any periods provided by law.

In the event of a default as designated in this subsection or elsewhere herein, and the failure to cure the same within any grace period, if such a period is provided, in addition to any other rights or remedies provided for herein or at law or in equity, County, at its sole option, shall have the following rights:

(a) The right to declare the term of this Lease ended and reenter the Premises and take possession thereof, and to terminate all of the rights of Lessee in and to the Premises;

(b) The right without declaring the term of this Lease ended, to reenter the Premises and to occupy the same, or any portion thereof, for and on account of Lessee as hereinafter provided, and Lessee shall be liable for and pay to County all amounts due under this Lease and allowable under Nevada law. Any such reletting as provided for herein may be for the remainder of the term of this Lease or for a longer or shorter period. Such reletting shall be for such rent and on such other terms and conditions as County, in its sole discretion, deems appropriate. County may assume Lessee's interest in and to any existing subleases to any subtenant of the Premises, as County may see fit, and Lessee shall have no right or authority whatsoever to collect any rent from such subtenants, licensees or concessionaires on the Premises. In any case, and whether or not the Premises or any part thereof be relet, Lessee, until the end of what would have been the term of this Lease in the absence of such default, shall be liable to County and shall pay to County monthly an amount equal to the amount due as rent hereunder subject to the Fund Out Clause, less the net proceeds for said month, if any, of any reletting effected for the account of Lessee pursuant to the provisions of this subsection, after deducting from said proceeds all of County's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for such reletting. All said costs are cumulative and shall be applied against proceeds of reletting until paid in full. County reserves the right to bring such actions for the recovery of any deficits remaining unpaid by Lessee to County hereunder as County may deem advisable from time to time without being obligated to await the end of the term hereof for a final determination of Lessee's account and the commencement or maintenance of one or more actions by County in this connection shall not bar County from bringing any subsequent actions for further accruals pursuant to the provisions of this Subsection 27.1; or

(c) The right, even though it may have relet all or any portion of the Premises in accordance with the provisions of subsection (b) of this section, to thereafter at any time elect to terminate this Lease for such previous default on the part of Lessee, and to terminate all of the rights of Lessee in and to the Premises.

Anything contained herein to the contrary notwithstanding, County shall not be deemed to have terminated this Lease or the liability of Lessee to pay any rent or other sum of money thereafter to accrue hereunder, or Lessee's liability for damages under any of the provisions hereof, by any such reentry, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless County shall have specifically, with reference to this section, notified Lessee in writing that it has so elected to terminate this Lease. Lessee covenants and agrees that the service by County of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless County elects to the contrary at the time of, or at any time subsequent to, the service of such notice to Lessee) be deemed to be a termination of this Lease, or the termination of any liability of Lessee hereunder to County except as specifically provided herein.

28. County's Liability.

The obligations of County under this Lease do not constitute personal obligations of County, or its members, managers, partners, directors, officers, or shareholders, and the Lessee shall look solely to County's interest in the Premises and to no other assets of County for satisfaction of any liability with respect to this Lease and will not seek recourse against the members, managers, partners, directors, officers, or shareholders of County herein, nor against any of their personal assets for such satisfaction.

29. Miscellaneous.

29.1 Force Majeure. As used herein, "Force Majeure" means acts of government or government authority, acts of God, fires, floods, storms, tornadoes, earthquakes, lightning, explosions, public or civil disturbances, war (whether declared or not), riots, insurrection or sabotage, embargos, terrorism, blockades, strikes, lockouts, or other labor or industrial disturbances, changes in applicable laws or any other cause, whether similar or dissimilar to those specifically set forth in this section, that is beyond the reasonable control of the Party from whom performance is required (financial inability excluded).

29.2 Waiver. Any waiver of any kind by a Party of a breach of this Lease must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a Party shall not impair any right, power or remedy which either Party may have with respect to a future breach or default.

29.3 Severability. If it is determined by a court of competent jurisdiction that any provision of this Lease (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of this Lease shall remain in full force and effect and bind the Parties according to its terms.

29.4 Headings. All section headings are for convenience only and shall not be construed as part of this Lease or as a limitation or expansion of the scope of the sections to which they refer.

29.5 Remedies Cumulative. The various rights, options, elections and remedies of each Party contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

Lease Agreement between Clark County and Rite of Passage Adolescent Treatment Centers and Schools, Inc.

29.6 Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of each Party.

29.7 Interpretation. This Lease shall not be construed either for or against either Party, but this Lease shall be interpreted in accordance with the general tenor of its language.

29.8 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between County and Lessee. No provisions of this Lease, nor any acts of the Parties hereto, shall be deemed to create any relationship between County and Lessee other than as set forth in this Lease.

29.9 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.

29.10 Holdover. Should Lessee or any assignee, sub-Lessee or licensee of Lessee fail to vacate the Premises or any part thereof after the expiration or earlier termination of the Lease Term or an extended lease term, unless otherwise agreed in writing, such failure to vacate shall constitute and be construed as a tenancy from month-to-month upon the same terms and conditions as set forth in this Lease, but at a monthly rental rate in the amount equal to One Hundred Fifty Percent (150%) of the then monthly rent immediately preceding the expiration of the Lease Term. Nothing contained in this Subsection 29.10 shall be construed as a consent by County to any holding over by Lessee, and County expressly reserves the right to require Lessee to surrender possession of the Premises upon the expiration of the Lease Term or upon the earlier termination hereof and to assert any remedy in law or equity to evict Lessee and/or collect damages in connection with such holding over.

30. Entire Lease.

This Lease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Lease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Lease or in any written, properly executed amendment to this Lease shall be binding upon County or Lessee as a warranty or otherwise.

Lease Agreement between Clark County and Rite of Passage Adolescent Treatment Centers and Schools, Inc.

31. Third Party Beneficiary.

This Lease is not intended to create any rights, powers or interest in any third party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

32. Non-Discrimination.

Lessee shall not unlawfully discriminate against any person in the use of the Premises.

33. Termination.

Termination of this Lease shall be co-terminus with termination of the agreement with Lessee's Operating Agreement. Breach of a provision of this Lease may be a ground for termination of that Operating Agreement.

34. Breach.

In the event of Lessee default or breach of this Lease, County shall give Lessee written notice of the default or breach. Lessee shall have Thirty (30) days after receipt of the notice of default or breach to cure the default or breach, after which time if said default or breach has not been cured, County shall have the right to terminate this Lease and retake possession of the Premises in compliance with Nevada law.

[Remainder of page left blank intentionally]

[Signature page follows]

Lease Agreement between Clark County and Rite of Passage Adolescent Treatment Centers and Schools, Inc.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

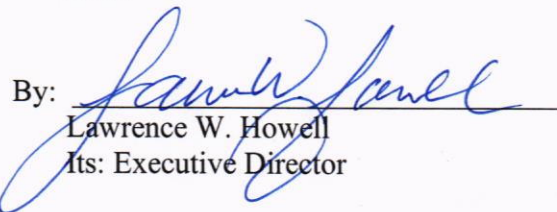
COUNTY:

CLARK COUNTY

LESSEE:

RITE OF PASSAGE ADOLESCENT
TREATMENT CENTERS AND SCHOOLS
INC.

By: _____
Lisa Kremer, Director
Real Property Management

By:  _____
Lawrence W. Howell
Its: Executive Director

Approved as to form:

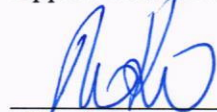
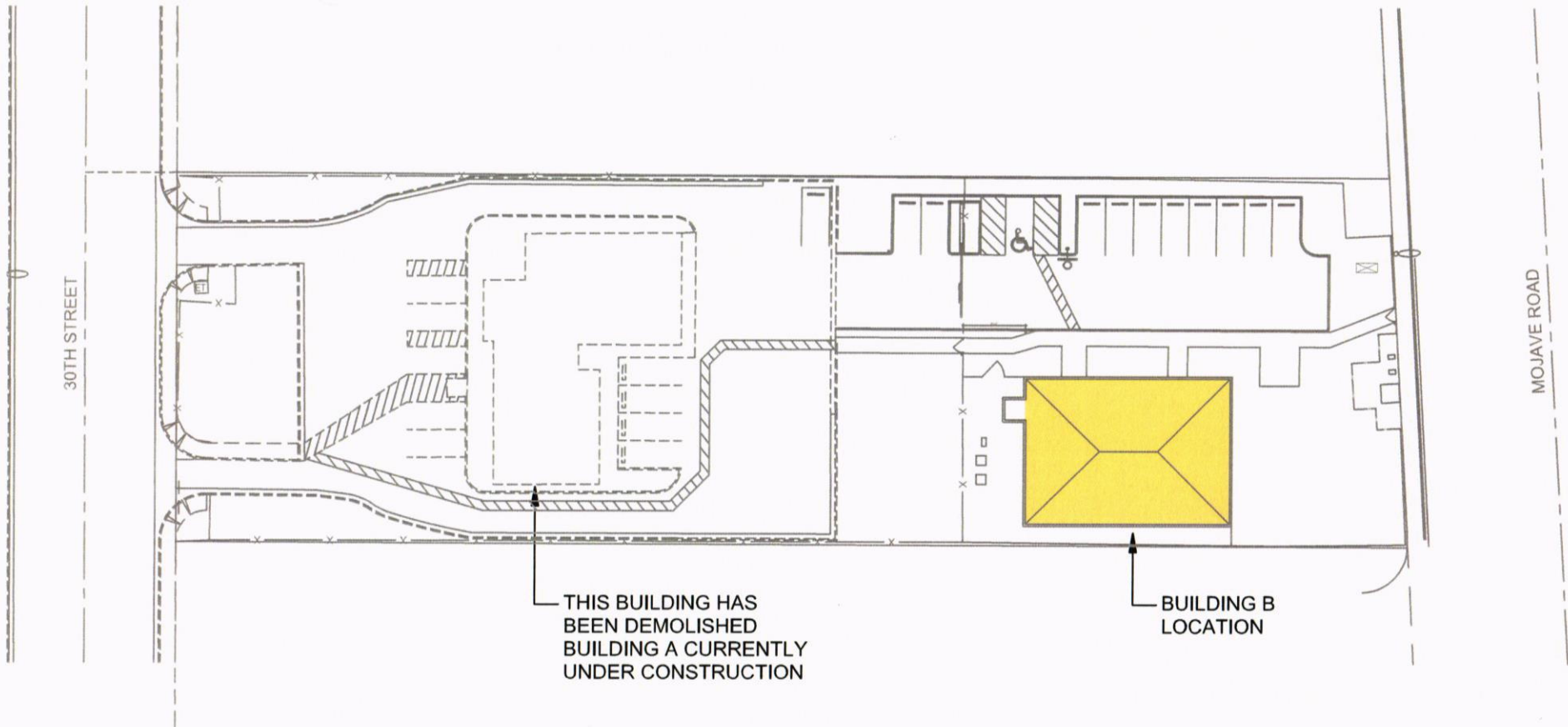
 _____
Nichole Kazimirovicz
Deputy District Attorney

Exhibit A



SITE PLAN

SPRING MOUNTAIN YOUTH RESIDENTIAL CENTER, 520 N 30TH STREET

NOT TO SCALE
10/27/2021



Exhibit B



OPERATOR / TENANT 2948 SF

COUNTY ONLY 62 SF

BUILDING B

SPRING MOUNTAIN YOUTH RESIDENCE, 520 N 30TH STREET

NOT TO SCALE
12/09/2021



Exhibit C

Room (#)	Item	Quantity
Room 1	Metal storage shelves	8
Kitchen	Tables	2
	Large metal trash can	1
	Medium plastic trash can	3
	Medium metal trash can	1
	TV	1
	Industrial fridge	1
	Industrial oven	1
	Industrial freezer	1
	Microwave	1
	Industrial ice maker	1
	Metal shelf organizer	1
	Industrial dishwasher	1
Living Room	TV	1
	Sofa	1
	Love seat	1
	Chair	1
	Bookcase	1
	Magazine rack	1
	Fold up table	1
	T shaped computer desk	1
	Computer chair	3
	Metal chair	6
	Plastic chair	3
	Cork board	2
	Coffe table	1
Room 3	Twin wooden bunk bed w/matts	2
	Wooden dresser/clothing cabinet	3
	Chair	1
	TV	1
	Wooden desk	1
Room 4	3 tier metal file cabinet	1
	Supply rack	1
	Mop and hose sink	1
Room 5	Full size wooden bed w/matt	1
	Lockers	4
	Night stand	1
	Small desk	1
	wall safe	2
Room 6	Locker set	4

Exhibit C

Room 7,8,9 & 13	Twin wooden bunk bed w/matts	1
	Twin wooden bed w/matt	1
	Wooden Desk	2
	Metalsoft chairs	2
	Wooden dresser/clothing cabinet	3
Room 10	3 tier metal file cabinet	1
	Conference table	1
	Metal chairs	6
	TV	1
Room 12	TV	1
	Copier	1
	2 tier wooden file cabinet	2
	Medicine cabinet	1
	L shaped computer desk	1
	Computer desk w/upper cabinets	1
	Mini fridge	1
	Computer chairs	2
	Paper shredder	1
Laundry Room	Industrial washer	1
	Industrial dryer	1
Outside Area	8 seat metal bench	2
	6 seat bench	1