

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into effective as of the 16th day of MARCH, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and the Girl Scouts of Southern Nevada, a Nevada non-profit corporation ("Tenant").

RECITALS

WHEREAS, Tenant desires to lease a portion of certain partially improved real property owned by Landlord located in the City of Las Vegas, Clark County, Nevada consisting of approximately 6,608 square feet and known as a portion of Assessor's Parcel Number 139-25-303-014, and depicted on Exhibit A ("Property") and further legally described on Exhibit B; and

WHEREAS, Tenant desires to lease the Property to construct a single story multi-purpose building and related infrastructure ("Building Improvements") pursuant to the terms herein to accommodate events, storage space, and the parking of vehicles in order to provide services to the residents of the City; and

WHEREAS, pursuant to NRS 268.053, the Las Vegas City Council may lease the property of the City to a tenant if the property is not needed for the public purposes of the City and the property is actually used for non-profit purposes on such terms and conditions as seem proper to the City Council, with the provision that if a tenant cease to use the property for non-profit purposes, the lease is void as a matter of law; and

WHEREAS, Landlord desires to lease the Property to Tenant for the common benefit and in accordance with Nevada law;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 DEMISE OF LEASED PROPERTY

1.1. PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord the Property, subject to the terms, conditions, benefits and rights hereinafter set forth including, without limitation, the obligation to construct the Building Improvements within the time frame detailed in this Lease.

ARTICLE 2 TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION

2.1. TERM. Unless earlier terminated in accordance with the terms in this Lease, the Lease Term shall be for a term of thirty (30) years, commencing on the date first written above ("Commencement Date") of this Lease and terminating on the thirtieth (30th) anniversary of the Commencement Date ("Expiration Date"). If Tenant is not then in default of this Lease, Tenant may request to extend this Lease for three (3)

additional terms of ten (10) years each by giving a written request to extend the Lease Term addressed to the City's City Manager at least ninety (90) days prior to the expiration of the Lease term and upon receiving such request, the City must provide written notification of approval or denial of the extension of the Lease Term within sixty (60) days of receipt of the request. The City approval of an extension of this Lease shall not be unreasonably withheld, conditioned or delayed.

2.2. DELIVERY/ACCEPTANCE OF THE PROPERTY. Upon the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Property and all rights and appurtenances relating thereto. Tenant acknowledges and agrees that it is leasing the Property based solely upon Tenant's inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the land improvements and infrastructure, if any, development rights, expenses associated with the Property, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (as defined below) or any other matters affecting or relating to the Property.

"Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing.

2.3. TERMINATION. In addition to other termination provisions contained in this Lease, prior to commencement of construction of the Building Improvements, this Lease may be terminated by either party for any or no reason by providing one hundred twenty (120) days written notice to the other party.

After commencement of construction of the Building Improvements, this Lease may not be unilaterally terminated by either party, except pursuant to other termination provisions contained in this Lease.

2.4. SURRENDER OF PROPERTY. At the expiration of the Lease Term or the earlier termination of this Lease, Tenant will surrender possession of the Property and all Building Improvements and New Improvements constructed subsequent to the Building Improvements (collectively the Building Improvements and New Improvements are referred to herein as "Improvements") located thereon and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation and acts of God excepted, in each case shall automatically vest in, revert to (as applicable)

and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Improvements from the Property without the express written consent of Landlord, and Tenant shall have no obligation to remove any (a) Building Improvements or (b) any New Improvements permitted to be constructed or installed on the Property by Tenant under this Lease. Notwithstanding the foregoing, at the option of Landlord, Tenant shall raze all or any portion of any New Improvements not permitted to be constructed or installed on the Property by Tenant under this Lease and that are designated by Landlord in writing to Tenant to be razed at least six (6) months prior to the expiration of the Lease Term or within thirty (30) days after any early termination of this Lease, and in such event, Tenant shall surrender the Property free and clear of any such New Improvements so designated. In the event Tenant does not surrender possession of the Property to Landlord as provided above, Landlord shall use any and all means to evict Tenant from the Property.

Any of Tenant's trade fixtures, furniture, furnishings or other property which is permanently affixed to the Property or Improvements shall not be removed by Tenant upon the termination of this Lease.

All of Tenant's trade fixtures, furniture, furnishings and other personal property not permanently affixed to the Property or Improvements (collectively referred to as "Tenant's Personal Property") shall be and remain the property of Tenant during the Lease Term. During the Lease Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Property or Improvements resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Lease Term such Tenant's Personal Property as necessary in order to operate the Property in accordance with the terms of this Lease.

ARTICLE 3 RENT, TAXES

3.1. RENT. Tenant agrees to pay to Landlord, at such place as Landlord may designate in writing, without prior demand and without any deduction or set-off whatsoever, except as provided in this Lease, Annual Rent of One Dollar and No Cents (\$1.00) per year, due and payable no later than January 15th of each calendar year of this Lease Term.

3.2. LATE CHARGE. The late payment of any installment of Annual Rental will cause Landlord to incur additional costs, including administration and collection costs and processing and accounting expenses. Tenant shall receive, during the term hereof, a grace period (each, a "Grace Period"), not to exceed five (5) days after the due date for any installment of Annual Rental. No Late Charge as defined herein shall be due as long as the applicable installment of Annual Rental is paid on or before the expiration of the applicable Grace Period. As to any installment of Annual Rent which Landlord has not received prior to the expiration of such Grace Period, Tenant shall pay a late charge equal to One-Hundred Dollars and No Cents (\$100.00) ("Late Charge") which is agreed to represent a reasonable estimate of the delinquency costs incurred by Landlord. Landlord and Tenant recognize that the damage which Landlord shall suffer as a result of Tenant's failure to pay such amounts is difficult to ascertain and said Late Charge is the best estimate of the damage which Landlord shall suffer in the event of late payment.

3.3. TAXES. Commencing on the Commencement Date, and continuing for the balance of the Lease Term, Tenant agrees to pay, or cause to be paid, without setoff or deduction, as Additional Annual Rent, the amount of all Taxes assessed for any reason and levied on the Property and all improvements thereon. Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to Landlord proof of payment of all Taxes assessed on the Property within ten (10) days after payment of such Taxes. The term "Taxes" levied on the Property or the improvements thereon shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county, city or quasi-governmental authority having jurisdiction, or any political subdivision thereof, or any improvement or special assessment district thereof (hereinafter individually and collectively referred to as "Governmental Agencies"), on any interest of Landlord or Tenant or both in the Property or the improvements thereon, including without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other special taxing district or authority, annual or periodic license or use fees, excises, transit and traffic charges, housing fund assessments, open space charges, childcare fees, school, sewer and parking fees or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to Landlord's sale or transfer of fee title to the Property that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Property, other than a sale or transfer by Landlord to Tenant. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within the Lease Term, shall be prorated as between Landlord and Tenant so that Tenant shall pay the portion attributable to any period during the Lease Term. Tenant's obligation to pay Taxes that accrued during the Lease Term shall survive the expiration or earlier termination of this Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Lease; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold Landlord harmless from all liability on account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Parcel or the improvements thereon due to such contest, and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs and expenses which may have accrued.

3.4. PERSONAL PROPERTY TAXES. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, inventories and other personal property (including all of Tenant's Personal Property) located and/or installed on the Property by or on behalf of Tenant, and shall provide proof of payment thereof to Landlord within thirty (30) days after such taxes and assessments are paid.

ARTICLE 4 USE OF PROPERTY

4.1 GIRL SCOUTS COVENANT TO CONSTRUCT BUILDING IMPROVEMENTS. The conveyance of the Property to Tenant is predicated upon the promise by Tenant to commence

construction of the Building Improvements to accommodate events, storage space and parking on the Property within thirty-six (36) months of the Commencement Date. If Tenant fails to commence construction of the Building Improvements within the thirty-six (36) months, Tenant shall be declared in non-compliance with the terms of this Lease, this Lease shall be deemed null and void without the necessity of further action by Landlord. For purposes of this Lease, "commence construction of the Building Improvements" is defined as construction on the Property of the Girl Scouts' building and infrastructure pursuant to an approved Building Permit issued by the City of Las Vegas Building Department.

Any construction on the Property shall be at the sole cost and expense of Girl Scouts, and shall be constructed in a good and workmanlike manner and in compliance with all security and insurance requirements and all applicable permits, authorizations, building regulations, zoning laws, environmental regulations, laws regarding the physically disabled under the Americans with Disability Act and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Property or Tenant use thereof.

The parties acknowledge and agree that during the Lease Term, Tenant shall be the owner of any Improvements that Tenant may hereafter make to the Property, and all the Tenant's Personal Property. Tenant shall retain all rights to depreciation deductions and other credits arising from its ownership of such Improvements and Tenant's Personal Property during the Lease Term.

4.2. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, done, or caused to be done, on the Property, including without limitation, the Improvements, and Tenant will keep the Property free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

4.2.1. Contest of Lien. If Tenant desires to contest any mechanics' lien claim it shall either (i) post a mechanics' lien release bond issued by a responsible corporate surety in an amount and in a manner sufficient to satisfy statutory requirements for the release of such mechanics' lien in the State of Nevada or (ii) furnish Landlord with adequate security reasonably acceptable to Landlord for the amount of the claim plus estimated costs and interest and promptly pay or cause to be paid all sums awarded to the claimant on its suit.

4.2.2. Notice of Lien. Tenant shall forthwith notify Landlord in writing of any claim or lien filed against the Property or the commencement of any action affecting the title thereto.

4.2.3. Notice of Non-Responsibility. Landlord or its representatives shall have the right to go upon and inspect the Property at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Property. Before the commencement of any work which might result in any such lien, Tenant shall give to Landlord written notice of its intention to do so in sufficient time to enable Landlord to post such notices.

4.3. USE RESTRICTED. Tenant shall use the Property solely as a non-profit entity providing services to the citizens of the City of Las Vegas. Tenant shall not construct or permit any permanent use of the Property for any commercial purpose(s), however, Tenant may permit temporary and short-term commercial special events provided that Tenant obtain the necessary approval(s) and permit(s) from the

appropriate governmental authority. If Tenant's use the Property for anything other than operations as a non-profit, the Girls Scouts shall have thirty (30) days to remove such use from the Property upon notice from Landlord. If the use is not removed with thirty (30) days after notice from Landlord, this Lease shall terminate and Tenant will surrender the Property and the Improvements to Landlord pursuant to the terms of this Lease.

4.4. MAINTENANCE OF THE PROPERTY. Tenant shall maintain the Property, Improvements, and Tenant's Personal Property and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Property. Tenant shall further not suffer or permit any person to commit any waste on the Property. Tenant shall be responsible for the cost of providing any and all maintenance and security for the Property and all activities conducted thereon and Landlord shall have no responsibility of any kind for payment of any costs or expenses.

4.5. UTILITIES. Tenant shall be responsible for the payment of the utility service charges attributed to occupancy of the Property and the Tenant's operations.

4.6. COMPLIANCE WITH THE LAW. During the Lease Term, Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Property, including any Improvement in or on the Property, in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Property.

ARTICLE 5 ASSIGNMENT

5.1. ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Property by any person or persons other than Tenant, or sublet the Property, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

5.3. LANDLORD'S RIGHT IN EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred Dollars and No Cents (\$500.00), incurred in connection with processing documents necessary to the giving of such consent.

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ARTICLE 6 LEASEHOLD FINANCING

6.1. NON-SUBORDINATION. The fee estate in the Property and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Property or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber or mortgage its interest in this Lease, the leasehold estate in the Property created hereby, or any part or parts thereof or interest therein.

ARTICLE 7 INDEMNIFICATION

7.1. TENANT'S COVENANT TO INDEMNIFY. Tenant shall indemnify, protect, defend and hold harmless Landlord and Landlord's council members, managers, directors, officers, employees, and agents (individually and collectively, "Indemnitees") from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Property, or the occupancy or use by Tenant of the Property or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, concessionaires, or volunteers.

Landlord shall not be responsible or liable at any time for any loss or damage to Tenant equipment, fixtures, or other personal property, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of any third party.

Tenant shall give prompt notice to Landlord in case of fire, accidents, or other incident on the Property that may result in legal proceedings against either Landlord or Tenant.

Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

ARTICLE 8 INSURANCE

8.1. INSURANCE GENERALLY. Tenant will provide Landlord with copies of all policies and renewals of policies. All policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to Landlord. Landlord will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance.

8.2. TENANT'S LIABILITY INSURANCE. Prior to its use of the Property, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Property and any and all improvements thereon in the amount of One Million Dollars and No Cents (\$1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents (\$2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million

Dollars and No Cents (\$1,000,000.00). Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverages and names Landlord as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance.

8.3. TENANT'S PROPERTY INSURANCE. Tenant will keep all Improvements continuously insured against loss or damage by fire and other hazards for the full replacement value of the Improvements. The property insurance policies will name both Tenant and Landlord as "named insureds" so as to create the same liability on the part of insurer as though separate policies had been written for Tenant and Landlord.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.1. OBLIGATIONS OF TENANT. Except as hereinafter otherwise provided, in case of damage to or destruction of the Improvements located on the Property or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, may elect to restore, repair, replace, rebuild or alter the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction or with such changes or alterations as may be approved by the Landlord. If Tenant elects to make any such repairs, such restoration, repairs, replacements, rebuilding or alterations shall be commenced within ninety (90) days following Tenant's receipt of Building Permits for such work and prosecuted to completion with due diligence and in good faith. If Tenant does not desire to make the repairs (regardless of whether insurance proceeds are available), Tenant shall notify Landlord in writing. Thereafter, Landlord and Tenant shall meet and confer in good faith to determine whether Landlord will approve Tenant's election not to rebuild, repair or restore (which approval Landlord shall not unreasonably withhold or condition). The obligation of Tenant to pay Annual Rental shall remain in full force and effect regardless of whether Tenant is able to operate and nothing contained in this Section shall be deemed or construed to relieve Tenant of its obligations to comply with the other covenants and obligations of Tenant under this Lease. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Property, Improvements, or Tenant's Personal Property located on the Property or for any inconvenience or annoyance occasioned by such damage.

9.2. DISBURSEMENT OF INSURANCE PROCEEDS. All property insurance proceeds recovered on account of damage or destruction to the Improvements ("Proceeds") shall be applied to the payment of the cost of repairing and replacing the Improvements so damaged regardless of whether such proceeds first become available after the expiration of the Lease Term. If the Lease Term expires or will expire prior to the completion of reconstruction and/or the proceeds will not be utilized for the restoration contemplated on the Property, insurance proceeds shall be delivered to Landlord if the proceeds are applicable to any damage to Landlord's adjacent property and the Landlord improvements and shall be retained by Tenant if applicable to the Improvements.

9.3. DESTRUCTION NOT A RELEASE. Except as expressly provided for in this Lease, no destruction of or damage to the Improvements located on the Property or any part thereof by fire or any other cause shall permit Tenant to terminate this Lease or shall relieve Tenant from its obligation to pay the Annual Rent under this Lease or from any of its other obligations under this Lease, and except as otherwise expressly set forth herein, Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Property or any suspension, diminution, abatement or reduction of Annual Rent on account of any such destruction or damage.

ARTICLE 10 EMINENT DOMAIN

10.1. TOTAL TAKING. If, during the Lease Term, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease may, at the option of Tenant, be terminated by Tenant as of the date of such taking, and the rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10.

10.2. PARTIAL TAKING. If, during the Lease Term, if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease shall not terminate but shall continue in full force and effect for the remainder of the Lease Term. The rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Improvements not so taken to a condition suitable Tenant's intended use, having due regard for the design, construction, and character of the Improvements existing before such taking.

10.3. TEMPORARY TAKING. If all or any portion of the Property or the Improvements on the Property shall be taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Lease shall not terminate and the Tenant shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that the Tenant may be prevented from so doing by reason of such taking. The Tenant shall in no event be excused from the payment of Annual Rent and all other sums and charges required to be paid under this Lease.

10.4. ALLOCATION OF TAKING AWARD. If all or a portion of the Property shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

10.4.1 In the event of any taking that results in the termination of this Lease in accordance with the provisions of this Section 10, then Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Property and Improvements.

10.4.2. In the event of any taking of a portion of the Property or of the Improvements that does not result in the termination of this Lease in accordance with the provisions of this Section 10, then the Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.4.3. As used in this Section 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

10.5. SETTLEMENT. Landlord shall not make any settlement with the condemning authority or convey any portion of the Property to such authority in lieu of condemnation or consent to any taking without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11 DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an “Event of Default” by Tenant:

11.1.1. Any failure by Tenant to pay any installment of Annual Rent or Additional Annual Rent when due, including Late Charges, where such failure continues for thirty (30) business days after written notice thereof by Landlord to Tenant;

11.1.2. Failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; or

11.1.3. Tenant (1) admits in writing its inability to pay its debts generally as they become due, (2) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (3) makes an assignment for the benefit of its creditors, (4) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.4. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.5. The estate or interest of Tenant in the Property or any part(s) thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof;

11.1.6. An Assignment of Tenant’s interest under this Lease occurs without Landlord’s consent in violation of the provisions of this Lease;

Notwithstanding anything to the contrary contained in this Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the Property.

11.2. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting Landlord's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Annual Rent, immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Property for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder or at law and/or in equity, Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Property, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If Landlord initiates judicial proceedings or if this Lease is terminated by Landlord pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession; and (ii) the benefit of any applicable law now or hereafter in force exempting Property from liability for rent.

11.5. RIGHTS OF LANDLORD. Following an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid Annual Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Annual Rent which would have been earned after termination until the time of award exceeds the amount of such Annual Rent loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid Annual Rent for the balance of the Lease Term after the time of award exceeds the amount of such Annual Rent loss that Tenant proves could be reasonably avoided; plus (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including, without limitation, all costs and expenses incurred by Landlord in (i) retaking possession of the Property, including reasonable attorney's fees, (ii) maintaining or preserving the Property, (iii) preparing the Property for a new tenant, including repairs or alterations to the Property, and (iv) leasing commissions; plus (e) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable laws.

As used in subsections (a) and (b) above, the "worth at the time of award" is computed by allowing interest at an interest rate of one percent (1%) per month. As used in subsection (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank Federal Discount Rate at the time of award plus one percent (1%).

11.6. LANDLORD'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Property pursuant to legal proceedings and eject all parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Lease and with or without re-entering the Property, Landlord may, at any time and from time to time following an Event of Default, either recover all Annual Rent and Additional Annual Rent provided for hereunder as it becomes due or re-let the Property, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Property, including reasonable costs, expenses and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Property, and then to the fulfillment of the covenants of Tenant to be performed under this Lease. In addition to the foregoing, Landlord shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.7. NO AUTOMATIC TERMINATION. No reentry or taking possession of the Property by Landlord pursuant to Section 11.6 shall be construed as an election to terminate this Lease or Tenant's liability for the payment of Annual Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the Property, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

11.8. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the Property and continuing during the length of said Event of Default. Landlord shall have the right to take exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith.

11.9. NO WAIVER. The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. Landlord's subsequent acceptance of partial Rental or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease or of any right of Landlord to a forfeiture of this Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of Landlord's acceptance. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

11.10. NON-RECOURSE GROUND LEASE. Notwithstanding anything to the contrary contained in this Lease, including without limiting the remedies of Landlord contained in this Article 11, except as otherwise provided in Section 11.11 below, if at any time, Tenant shall fail to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Landlord or its successors and assigns shall obtain a money judgment against Tenant, Landlord agrees to look solely to the interest of Tenant in the Property, Improvements and/or the Tenant's Personal Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Landlord shall have no right of action nor shall Tenant be liable for any such insufficiency.

11.11 NO RELEASE. Notwithstanding the foregoing provisions of Section 11.10, Tenant shall be fully liable to Landlord for damages suffered by Landlord, to the extent provided by law for the following: (i) for proceeds paid under any insurance policies by reason of damage, loss or destruction to all or any portion of the Property or Property, to the full extent of such proceeds are not applied in accordance with the terms and provisions of the Lease, (ii) for proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of the Property, to the full extent that such proceeds or awards are not applied in accordance with the terms and provisions of the Lease, (iii) for waste committed on the Property, damage to the Property as a result of the intentional misconduct or gross negligence of Tenant or any of its principals, officers, general partners or members, or any agent, employee or volunteer of any such person, or any removal of all or any portion of the Property in violation of the terms of the Lease, to the full extent of the losses or damages incurred by Landlord on account of such occurrence, (iv) for failure to pay or remove any mechanic's liens, materialmen's liens or other liens created by or through Tenant, to the full extent of the amount claimed by any such lien claimant or (v) for intentional fraud, intentional misrepresentation or intentional failure to disclose a material fact in the written materials and/or information provided to the Landlord by or on behalf of Tenant or any of its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized to make statements, representations or disclosures on behalf of Tenant or its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized in connection with this Lease and the transactions contemplated hereby.

11.12. TENANT'S WAIVER OF DEFENSES. Tenant hereby waives any and all right, as against Landlord, to assert any claim against Landlord or counter-claim or defense in any action brought by Landlord, whether at law or in equity, on the basis of any asserted invalidity of the Landlord as a governmental authority, the invalidity or illegality of the possession of the Property by the Landlord, or the invalidity or illegality of this Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Lease is found to be invalid, illegal or unenforceable against Landlord through no action or claim made by Tenant.

ARTICLE 12 DEFAULTS BY LANDLORD; REMEDIES

12.1. DEFAULTS. If Landlord shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

12.2. NON-RECOURSE GROUND LEASE. Notwithstanding anything to the contrary contained in this Lease, including without limitation the remedies of Tenant contained in this Article 12, if Landlord fails to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Tenant or its successors and assigns shall obtain a money judgment against Landlord, Tenant agrees to look solely to the interest of Landlord in the Property, the Improvements or the Tenant's Personal Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Tenant shall have no right of action nor shall Landlord be liable for any such insufficiency.

**ARTICLE 13
MISCELLANEOUS**

13.1. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.2. SUCCESSORS AND ASSIGNS. The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

13.3. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Monthly Rent or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event.

13.4. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. The City's consent to or approval of any act by the Girl Scout's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.5. NOTICES. Any notice, demand request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To Landlord: City of Las Vegas
 Department of Operations and Maintenance
 Attn: Real Estate Administrator
 333 North Rancho Drive, 8th Floor
 Las Vegas, Nevada 89106
 (702) 229-1021

To Tenant: Girl Scouts of Southern Nevada
 Attn: Patricia Miller, Chief Executive Officer
 2941 Harris Avenue
 Las Vegas, NV 89101
 (702) 385-3677

Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

13.6. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. The City, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Property is located.

13.7. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.8. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during the Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed Ten Thousand Dollars and No Cents (\$10,000.00).

13.9. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

13.10. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

13.11. AMENDMENTS. To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Lease must be made in writing and executed by both parties in the same manner as this Lease.

13.12. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.13. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13.14. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit C, all officers and board members of Girl Scouts of Southern Nevada. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date set forth above.

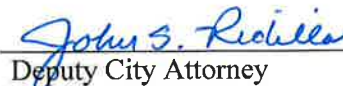
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  3/17/11
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  1/31/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

GIRL SCOUTS OF SOUTHERN NEVADA

By: 

Name: Patricia Miller

Title: Chief Executive Officer

EXHIBIT "A"



EXHIBIT "B"



DECEMBER 3, 2010
BY: HJB
P.R. BY ARR
(PAGE 1 OF 1)

12/03/2010

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED WEST OF MOJAVE ROAD AND NORTH OF HARRIS AVENUE FOR LEASE PURPOSES.

LAND DESCRIPTION

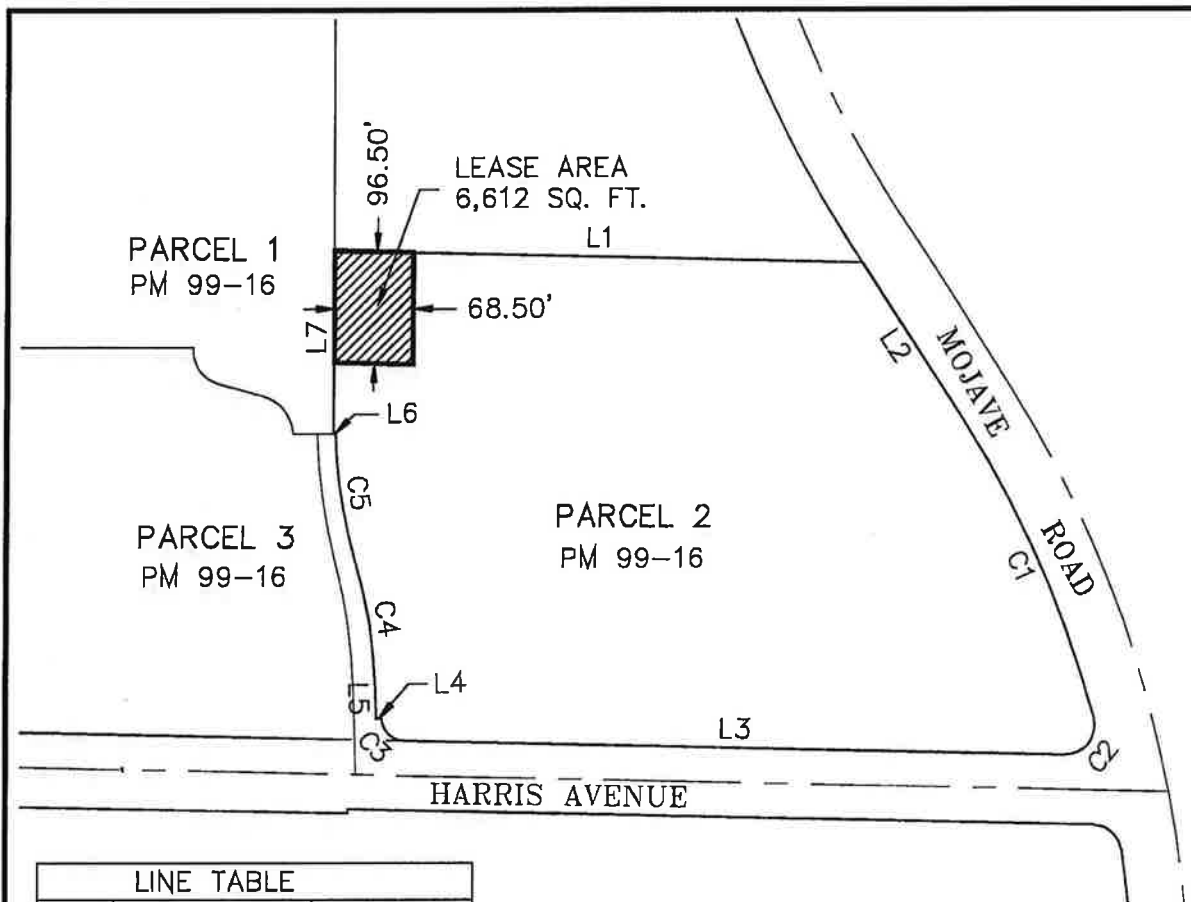
BEING A PORTION OF PARCEL 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 16, LYING WITHIN THE NORTH (N 1/2) OF THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WEST 68.50 FEET OF THE NORTH 96.50 FEET AS DETERMINED BY A LINE PARALLEL WITH THE MOST NORTHERLY LINE AND A LINE PARALLEL WITH THE MOST WESTERLY LINE OF SAID PARCEL 2, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 6,612 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°38'57"E	459.01'
L2	N32°43'50"W	163.62'
L3	N88°41'44"W	575.70'
L4	S88°09'41"W	5.00'
L5	N01°50'19"W	25.39'
L6	N89°53'50"E	1.89'
L7	N00°06'10"W	158.60'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGHT
C1	17°03'39"	950.00'	282.88'
C2	106°58'27"	25.00'	46.68'
C3	86°51'25"	20.00'	30.32'
C4	14°39'15"	431.45'	110.35'
C5	15°08'50"	431.45'	114.06'

SCALE: 1"=160'
SHEET 1 OF 1



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF N 1/2, S 1/2 OF S 25 T20S, R61E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT.DWG

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 12/01/2010

EXHIBIT "C"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the Girl Scouts of Southern Nevada and all persons and entities holding more than 1% interest in Girl Scouts of Southern Nevada are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>See attached Board members</u>		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Girl Scouts of Southern Nevada

By: Dolores S. Miller

Its: CHIEF EXECUTIVE OFFICER

Subscribed and sworn to before me this
14 day of February, 2011.

Cindy L. Fields

Notary Public



Board

Wednesday, February 16, 2011

Name	Address	H Phone	W Phone	Cell	e-mail	Fax
President						
<i>2009-11</i>						
Carolyn Wassell *	7624 Genzer Drive, Las Vegas, NV, 89145		876-7970	287-0754	cwassell@aol.com	876-7972
Executive Vice President						
<i>2009-11</i>						
Michele Shafe *	10595 Chillingham Dr, Las Vegas, NV, 89183	614-0514	455-2466	326-9616	mshafe@cox.net mls@co.clark.nv.us	380-9512
VP Volunteer Relations						
<i>2009-11</i>						
Robyn Ratcliffe Manzini	9 Ridge Blossom Road, Las Vegas, NV, 89135	360-9135		324-0244	rmanzini@ratcliffe.com	360-9134
VP Community Relations						
<i>2009-11</i>						
Marilyn Kirkpatrick *	4747 Showdown Drive, No. Las Vegas, NV, 89031	655-0332		767-1315	nativelasvegans2@cox.net mkirkpatrick@asm.state.nv.us	
Treasurer						
<i>2010-12</i>						
Bryce Clutts *	6181 Racel, Las Vegas, NV, 89131	257-9135	434-9991	604-1226	brycec@danoskidutts.com	243-5566
Secretary						
<i>2010-12</i>						
Vacant Vacant						
Member at Large						
<i>2010-12</i>						
Nancy Becker	6443 Grey Dove Circle, Las Vegas, NV, 89117	221-9858	671-2743	493-1064	n.becker@cox.net	
Roger Buehner	3075 S Pioneer Way, Las Vegas, NV, 89117-3244	873-7683	258-7183	249-6958	rbuehner@mindspring.com roger.buehner@lvwd.com pdabney@intermind.net	258-7146
Morgan Lea Dabney	2249 Early Frost Avenue, Henderson, NV, 89052	531-8551		810-0608		
Debi Gallo	6513 Sierra Diablo Ave, Las Vegas, NV, 89130	839-9831	876-7163	523-4816	debra.gallo@swgas.com	
LuAnn Kutich *	5185 Villa Vasari Ave, Las Vegas, NV, 89141	229-6809		526-8173	lakutich@cox.net	873-5853
John Lescenski	3026 Archdale St, Las Vegas, NV, 89135-2229	648-3193	402-2304	275-3428	jlescenski@nverenergy.com	
Debbie Levy	7800 Silver Plateau, Las Vegas, NV, 89128	870-9065	586-1341	461-0765	dlevy1107@mac.com artstarnshare.com	586-1392
Sharry Quillin	704 Pinnacle Heights, Las Vegas, NV, 89144	228-7005	256-5511	807-4356	squillin@qapr.com	838-9899

<i>Name</i>	<i>Address</i>	<i>H Phone</i>	<i>W Phone</i>	<i>Cell</i>	<i>e-mail</i>	<i>Fax</i>
Member at Large						
<i>2009-11</i>						
Debbie Conway	7621 Sea Wind Dr, Las Vegas, NV, 89128	254-8988	455-5332	236-9239	conway4recorder@hotmail.com	382-0157
Nora Luna	548 Clement Ct, Las Vegas, NV, 89123		940-5420		lunan@uncc.unr.edu noraluna5@hotmail.com	222-3100
Christine Smith *	8338 San Ramon Dr, Las Vegas, NV, 89147	364-9121	895-1872	290-6544	christine.smith@unlv.edu	895-1095
Debbi Svab *	2938 Brockington Dr, Las Vegas, NV, 89120	456-4784	653-2383	349-1795	lvkeeble@aol.com debra.svab.ctr@nelis.af.mil	456-3544
Carolyn Weaver	10029 Skipper Ct, Las Vegas, NV, 89117		702-813-7372	702-219-3447	c2weaver12@cox.net	
Member at Large Senior Girl Scout						
<i>2010-11</i>						
Emmly Ahlin	10747 Khaila Ave, Las Vegas, NV, 89166-7005	453-1316			emmli765@embarqmail.com	
Cara Fava	122 Magnesium St, Henderson, NV, 89015	565-8441			cara.fava@hotmail.com cpalsgr@cox.net	
Member at Large/Board Development Committee						
<i>2009-11</i>						
Soozi Jones Walker	7260 Darby Avenue, Las Vegas, NV, 89117	253-6972	316-4500	528-7987	soozi@cevegas.com soozi@cevegas.com	315-4154
Member at Large/Board Development Committee						
<i>2010-12</i>						
Susan Pucciarelli	2026 Bobtail Dr, Henderson, NV, 89012	361-2221	952-4406	497-0022	susan.pucciarelli@cnh.com spbelie@aol.com	952-4437
Chief Executive Officer						
Patricia Miller	2941 Harris Avenue, Las Vegas, NV, 89101		385-3677		pmiller@frontiercouncil.org	385-9278