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IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF: THE ESTATE OF
LEROY G. BLACK, DECEASED.

WILLIAM FINK, A/K/A BILL FINK,
Appellant

vs.

PHILLIP MARKOWITZ AS EXECUTOR
OF THE ESTATE OF LEROY G. BLACK,
Respondent.

Case No. 63960

PHILLIP MARKOWITZ AS EXECUTOR
OF THE ESTATE OF LEROY G. BLACK,
Appellant,

vs.

WILLIAM FINK,
Respondent.

Case No. 65983

RESPONSE TO ORDER TO SHOW CAUSE

On August 6, 2014, the Court entered an Order to Show Cause requiring Phillip Markowitz as Executor of the Estate of Leroy G. Black (the "Estate") to demonstrate that the

1 Court has jurisdiction over the pending appeal in Case No. 65983. Accordingly, the Estate
2 hereby files the following points and authorities in support of this Court's jurisdiction over the
3 appeal.

4 **POINTS AND AUTHORITIES**

5 I. FACTUAL BACKGROUND

6 On August 5, 2013, the Estate filed a Petition to Declare Revocation of Trust Agreement
7 in which the Estate argued that Leroy Black's Will dated March 7, 2012 (the "Will"), revoked
8 his earlier in time Trust entitled the Leroy G. Black 1992 Living Trust (the "Trust"). A copy of
9 the Petition is attached here as Exhibit 1. The Petition also argued that should the Court
10 determine that the Will did in fact revoke the Trust, the assets held in the Trust should be
11 determined to be assets belonging to the Estate of Leroy G. Black and, therefore, subject to
12 distribution pursuant to the Will. (See Petition to Declare Revocation of Trust Agreement, p. 6,
13 ¶16).

14 Importantly, the beneficiaries of the Will are Phillip Markowitz and Rose Markowitz.
15 See Article 2.1 of the Will, attached as Exhibit 2. On the contrary, the beneficiary of the Trust is
16 William Fink.¹ See Article 5.2 of the Trust, which is attached as an exhibit to the Petition to
17 Declare Revocation of Trust Agreement (Exh. 1). As such, the determination of whether the
18 assets that were titled in the name of the Trust at the time of Decedent's death should be
19 distributed pursuant to the Will or pursuant to the Trust was substantively a determination of
20 whether such assets should be distributed to Phillip Markowitz and Rose Markowitz or to Mr.
21 Fink. In short, the Estate sought an order that would result in a declaration that the assets titled
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24 ¹ Ida Black is designated in the Trust as the primary beneficiary, but she predeceased Leroy Black.

1 in the name of the Trust should be held as assets of the Estate and thereafter distributed pursuant
2 to the terms of the Will.

3 The question of to whom the assets titled in the Trust should be distributed is
4 particularly relevant given the nature and value of the assets in question. In particular, the Trust
5 owns a 99% interest in Senior Nevada Benefit Group, LP. See First Amendment to the Senior
6 Nevada Benefit Group, Limited Partnership, attached as Exhibit 3. Senior Nevada Benefit
7 Group, LP, in turn, owns real property located at 200 S. 6th St., Las Vegas, NV 89101, at 514 E.
8 Bridger Ave., Las Vegas, NV 89101, and at 2600 Fremont St., Las Vegas, NV 89101. (See
9 Clark County Assessor's printouts for these three properties attached as Exhibit 4). The
10 Assessor's total taxable value of these properties is \$176,291, \$131,811, and \$91,474,
11 respectively. (See Exh. 4). In addition to the real property, upon information and belief, these
12 parcels of real property generate a significant amount of monthly income from lease agreements
13 with Centurylink. In addition, Senior Nevada Benefit Group, LP, collected \$275,795.98 as a
14 refund of life insurance premiums following the decedent's death. (See check detail attached as
15 Exhibit 5). The Estate believes that there are likely significant other assets owned by the Trust
16 that have not been disclosed at this time and that the Assessor's taxable value drastically
17 undervalues the true market value of the parcels of real property. In short, it appears that the
18 assets titled in the name of the Trust far exceed \$675,371 in value. As such, there is a significant
19 amount of assets in question when determining whether such assets should be distributed
20 pursuant to the Will or pursuant to the Trust.

21 On May 29, 2014, the District Court determined that the language of the Will did not
22 amount to a revocation of the Trust and, therefore, denied the Estate's Petition to Declare
23 Revocation of Trust Agreement. Upon entry of the May 29, 2014, Order, the Estate had no
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1 further claim to the assets held in the Trust. Though some aspects of probate administration
2 remain to be performed for the Estate, there is no administrative action remaining in the probate
3 administration that will have any effect on the Trust or the distribution of the Trust's assets.

4 II. LEGAL ARGUMENT.

5 In this case, the Supreme Court has jurisdiction to hear the appeal of the May 29, 2014,
6 Order because the Order determines to whom distribution of assets should be made. In addition,
7 the Order makes a decision where the amount in controversy exceeds \$10,000. Alternatively,
8 the Estate asserts that the Order substantively refused to make an order as to whom the assets in
9 question should be distributed. Finally, jurisdiction is proper because the May 29, 2014, Order
10 is a final order that substantively resolves all issues between the Estate and the Trust and left
11 nothing for the consideration of the District Court.

12 A. Jurisdiction is Proper because the May 29, 2014, Order Determines to Whom
13 Distribution of Assets Should Be Made.

14 This Court's jurisdiction over the appeal of the May 29, 2014, Order denying the
15 Petition to Declare Revocation of Trust Agreement is proper pursuant to NRS 155.190(1)(k),
16 which provides,

17 1. Except as otherwise provided in subsection 2, in addition to any order
18 from which an appeal is expressly permitted by this title, an appeal may be
19 taken to the Supreme Court within 30 days after the notice of entry of an
20 order:

(k) Determining heirship or the persons to whom distribution must be
made or trust property must pass.

21 Upon examination of the Petition to Declare Revocation of Trust Agreement, it is
22 apparent that the Petition substantively sought to have the District Court determine to whom the
23 assets titled in the name of the Trust should be distributed. In the event that the Court
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1 determined that the Will did in fact revoke the Trust, the assets titled in the name of the Trust
2 would have reverted to the decedent (and, therefore, to his probate estate) and would have been
3 subject to distribution to the beneficiaries of the Will, Phillip Markowitz and Rose Markowitz.
4 However, because the District Court found that the Will did not effectively revoke the Trust, the
5 effect of this Order is that the assets titled in the name of the Trust should be distributed
6 pursuant to the terms of the Trust, which is to Mr. Fink as the beneficiary of the Trust. At its
7 core, then, the Petition sought a determination from the District Court as to whom those assets
8 in question should be distributed. Jurisdiction of the appeal of the May 29, 2014, Order,
9 therefore, is proper pursuant to NRS 155.190(1)(k).

10 B. Jurisdiction is Proper because the May 29, 2014, Order Makes a Decision where
11 the Amount in Controversy Exceeds \$10,000.

12 This Court's jurisdiction over the appeal of the May 29, 2014, Order denying the
13 Petition to Declare Revocation of Trust Agreement is proper pursuant to NRS 155.190(1)(n),
14 which provides,

15 1. Except as otherwise provided in subsection 2, in addition to any order
16 from which an appeal is expressly permitted by this title, an appeal may be
17 taken to the Supreme Court within 30 days after the notice of entry of an
18 order:

(n) Making any decision wherein the amount in controversy equals or
exceeds, exclusive of costs, \$10,000.

19 In the Petition to Declare Revocation of Trust Agreement, the Estate sought an Order
20 that would affect how the assets titled in the name of the Trust should be distributed. As noted
21 above, these assets primarily include the distribution of the Trust's ownership interest in Senior
22 Nevada Benefit Group, LP. Very rough estimates of the value of the assets owned by Senior
23 Nevada Benefit Group, LP, show that it owns or has collected assets in excess of \$675,371. In
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1 short, the District Court's May 29, 2014, Order substantively determined that these assets that
2 far exceed \$10,000 in value should be distributed pursuant to the terms of the Trust and not
3 pursuant to the terms of the Will. As such, the May 29, 2014, Order made a decision wherein
4 the amount in question exceeded (and far exceeded) \$10,000. Jurisdiction, therefore, is proper
5 under NRS 155.190(1)(n).

6 C. Alternatively, Jurisdiction is Proper because the May 29, 2014, Order Refuses to
7 Make a Decision that Trust Property Should Pass to the Beneficiaries of the Will.

8 Alternatively, the Estate asserts that jurisdiction of the appeal is proper pursuant to NRS
9 155.190(1)(m), which provides,

10 1. Except as otherwise provided in subsection 2, in addition to any order
11 from which an appeal is expressly permitted by this title, an appeal may be
12 taken to the Supreme Court within 30 days after the notice of entry of an
13 order:

14 (m) Refusing to make any order mentioned in this section.

15 By entering the May 29, 2014, Order, the District Court denied the Estate's Petition
16 seeking a declaration that the assets titled in the Trust should be distributed to the beneficiaries
17 of the Will. In particular, the Estate had asked that the District Court determine "to whom
18 distribution must be made or trust property must pass," meaning to the Estate. The District
19 Court refused to enter an Order directing that the trust property must pass or be distributed to
20 the beneficiaries of the Will. As such, the May 29, 2014, Order refused to make an order to
21 determine to whom the assets should be distributed. Jurisdiction, therefore, is proper under NRS
22 155.190(1)(m).
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1 D. The May 29, 2014, Order is Final because it Disposes of All Issues between the
2 Estate and the Trust and Leaves Nothing for the Consideration of the District Court.

3 This Court also has jurisdiction of the appeal of the Petition to Declare Revocation of
4 Trust Agreement because the May 29, 2014, Order is a “final judgment entered in an action or
5 proceeding commenced in the court in which the judgment is rendered.” NRAP 3A(b)(1). This
6 Court has clarified that “a final judgment is one that disposes of all the issues presented in the
7 case, and leaves nothing for the future consideration of the court, except for post-judgment
8 issues such as attorney’s fees and costs.” Lee v. GNLV Corp., 116 Nev. 424, 426, 996 P.2d 416,
9 417 (2000).

10 The Court has repeatedly stated, “This court determines the finality of an order or
11 judgment by looking at what the order or judgment actually *does*, not what it is called.” Valley
12 Bank of Nevada v. Ginsburg, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994). Further, “[W]e
13 recognized that this court has consistently determined the finality of an order or judgment by
14 what it substantively accomplished.” Lee, 116 Nev. at 427, 996 P.2d at 418 (citing Valley Bank
15 of Nevada, 110 Nev. at 444-45, 874 P.2d at 733 (citations omitted)). In the present case, by
16 examining what the May 29, 2014, Order actually *does* and what it substantively accomplished,
17 it is apparent that the entry of the Order disposed of all issues between the Estate and the Trust
18 and left nothing for the consideration of the District Court.

19 In this case, because the District Court determined that the Will did not revoke the Trust
20 there is nothing further that the Estate can do to assert an interest in the assets of the Trust.
21 Some aspects of probate administration remain in order to conclude the Estate, including
22 providing a final accounting and obtaining an order of distribution. However, any order of
23 distribution of the Estate’s assets will have no effect whatsoever on the distribution of the assets
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1 of the Trust. An order of distribution will only be an order for distribution of those assets
2 subject to probate administration and will not order any distribution of assets held in the name
3 of the Trust. Further, when the executor prepares an accounting for the Estate, the accounting
4 will report only on assets subject to probate administration and will not account for any assets
5 held in the name of the Trust. In short, upon entry of the May 29, 2014, Order, the District
6 Court substantively determined that the Estate and the Trust are two wholly separate legal
7 entities, each with its own assets and each with its own pattern of distribution of those assets.
8 There is nothing further to be performed in the Estate that will have any effect whatsoever on
9 the Trust. In effect, the May 29, 2014, Order substantively said, “No, the Estate does not have
10 any claim whatsoever on any of the assets held in the name of the Trust.”

11 Because the May 29, 2014, Order substantively closed any possibility that the Estate
12 could make any claim to the assets held in the name of the Trust, and because there is nothing
13 further to be performed in the administration of the Estate that will have any effect on the assets
14 held in the name of the Trust, the May 29, 2014, Order is a final order that disposed of all the
15 issues presented and left nothing for the future consideration of the District Court. Jurisdiction,
16 therefore, is proper pursuant to NRAP 3A(b)(1).

17 E. Conclusion.

18 The Supreme Court has jurisdiction to consider the Estate’s appeal of the May 29, 2014,
19 Order denying the Estate’s Petition to Declare Revocation of Trust Agreement. First, the Order
20 determined to whom distribution should be made or trust property should pass. Second, the
21 Order made a decision where the amount in controversy exceeds \$10,000. Third, the Order
22 refused to make an order requiring distribution of the assets titled in the name of the Trust to the
23 beneficiaries of the Will. Last, the Order substantively disposed of all the issues presented and
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1 left nothing for the future consideration of the District Court. As such, the Estate asserts that
2 jurisdiction is proper and the appeal should be allowed to proceed.

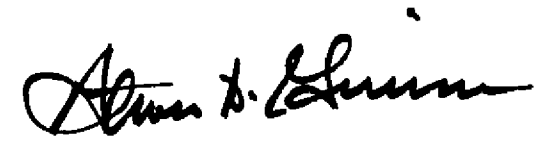
3 DATED this 3rd day of September, 2014

4 **CLEAR COUNSEL LAW GROUP**

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8 Nevada Bar No. 9964
9 Attorneys for the Estate
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EXHIBIT “1”


CLERK OF THE COURT

PET
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DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Estate of

LEROY G. BLACK,

Deceased.

Case No. P-12-074745-E
Dept. No. 26

PETITION TO DECLARE REVOCATION OF TRUST AGREEMENT

Philip Markowitz, Executor of the Estate of Leroy G. Black ("Petitioner"), by and through his attorneys of the law firm Barlow Flake & Richards, petitions the Court as follows:

1. Leroy G. Black ("Decedent") died on April 4, 2012. On March 7, 2012, Decedent executed his last will and testament. This Court entered its Order admitting the March 7, 2012, will to probate on August 31, 2012.

2. In Section 2.1 of the March 7, 2012, will, Decedent states his intention to distribute all property that he owns, both real and personal, to Rose Markowitz and to Phillip Markowitz, as follows:

I give all of my property, both real and personal, as follows: Twenty-five percent (25%) of the total value of my estate at the time of my death to my aunt, ROSE E. MARKOWITZ. The remainder of my estate, Seventy-five percent (75%), shall be given to my cousin, PHILLIP I. MARKOWITZ.

3. Decedent also stated in Section 2.2 of the March 7, 2012, will, “Other possible heirs or beneficiaries not specifically provided for in this document shall be considered as excluded beneficiaries from my estate and shall not receive any benefit from my estate. The provisions contained in this agreement contain my final decisions in this regard.”

4. These expressions by Decedent represent Decedent’s final wishes for the distribution of all property that he owned at the time of his death and provide clear indication of Decedent’s intent for the distribution of all of his assets.

5. On October 27, 2009, Decedent had executed the Total Amendment and Restatement of the Leroy G. Black 1992 Living Trust (the “Trust”). A copy of the Trust is attached as Exhibit A. Section 8.2 of the Trust provides the manner in which the Trust could be revoked: “During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor.” A trust that reserves in the settlor the power to revoke the trust may be revoked only in conformity with the terms of the trust that provide the process of revocation. Gardenhire v. Superior Court, 127 Cal.App.4th 882, 890 (Cal. Ct. App. 2005).

6. In the present case, Section 8.2 of the Trust provides the following requirements for revocation of the Trust:

- a. The revocation must be during the lifetime of the trustor;
- b. Only the trustor may exercise the power of revocation;
- c. The revocation must be by an “instrument in writing”; and,
- d. The instrument in writing must be signed by the trustor.

7. Decedent clearly met all four of these requirements for the revocation of the Trust. First, the March 7, 2012, will was signed while Decedent was alive. Second, Decedent

1 himself exercised the power of revocation. Third, the March 7, 2012, will is clearly an
2 “instrument in writing.” Fourth, the March 7, 2012, will is signed by Decedent. There are no
3 other requirements set forth in the Trust for a written instrument, signed by Decedent, to qualify
4 as a revocation of the Trust.

5 8. In Gardenhire, Anne Pulizevich created a revocable living trust in 1989 and
6 transferred certain property to that trust. In 2002, Pulizevich executed a will in which she did
7 not mention the trust in any manner, but instead only “stated that it was her intent ‘to dispose of
8 all real and personal property which I have the right to dispose of by Will ...’.” Id. at 886. The
9 California Court of Appeal determined that even though Pulizevich did not specifically mention
10 her trust, the statement of her intent to dispose of all of her real and personal property was
11 sufficient manifestation of her intent to revoke the trust and to provide an alternate method of
12 distribution of her property by way of her will, instead of her trust. Id. at 891-93.

13 9. As noted in Gardenhire, the primary aim in construing a testamentary document
14 is to give effect to the intentions of the testator. Id. at 891. The Nevada Supreme Court has
15 stated, “[T]he surest way ... to carry out a testator’s intent is to construe a will according to the
16 plain meaning of the terms used in the will.” In re Estate of Meredith, 105 Nev. 689, 691, 782
17 P.2d 1313, 1315 (1989). See Concannon v. Winship, 94 Nev. 432, 434, 581 P.2d 11, 13 (1978)
18 (stating that a court’s primary aim in construing a testamentary document is “to give effect ... to
19 the intentions of the testator”) (citations omitted); In re Estate of Walters, 75 Nev. 355, 361, 343
20 P.2d 572, 575 (1959) (“The cardinal rule of interpretation of wills is to ascertain the intention of
21 the testator.”); see also, Restatement (Third) of Wills and Other Donative Transfers §10.1
22 (2001) (“The controlling consideration in determining the meaning of a donative document is
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1 the donors' intention. The donor's intention is given effect to the maximum extent allowed by
2 law.”).

3 10. This Court, then, must give effect to the plain meaning of Decedent's declared
4 intention that he wished to give “**all** of my property, both real and personal” pursuant to the
5 terms of the will and that he wished this gift to be made from “the **total value** of my estate.”
6 See Section 2.1 of the March 7, 2012, will (emphasis added). Furthermore, Decedent declared
7 his unambiguous intent that all other possible heirs, other than those provided for in the March
8 7, 2012, will, “shall be considered as **excluded** beneficiaries from my estate and **shall not**
9 **receive any benefit** from my estate.” See Section 2.2 of March 7, 2012, will (emphasis added).
10

11 11. Decedent could not have made his intention more clear that it was his intent that
12 the March 7, 2012, will encompass **all** property that he owned. Decedent's intent, therefore, was
13 to dispose of all of his property by way of the March 7, 2012, will, regardless of whether such
14 property was held in his individual name or in the name of the Trust. Petitioner asserts that the
15 March 7, 2012, will is an express revocation of the Trust. However, if the Court is not inclined
16 to find an express revocation of the Trust, it is clear that the March 7, 2012, will revokes the
17 Trust by implication.
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19 20 12. The Nevada Supreme Court has adopted the doctrine of revocation by
21 implication, which holds that an earlier dated will is impliedly revoked by a later dated will if
22 the later dated will contains inconsistent or repugnant provisions in comparison to the earlier
23 dated will. In re Estate of Melton, 128 Nev. ___, 272 P.3d 668, 677-78 (2012). In the present
24 case, Decedent's later dated will contains a gift of his **entire** estate to his aunt Rose Markowitz
25 and to his cousin Phillip Markowitz, which is clearly inconsistent with the provisions of the
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Trust that contains a gift of the assets held in the trust to Decedent's cousin, William Fink.¹ See Section 5.2 of the Trust.

13. There is no logical basis to determine that the doctrine of revocation by implication cannot or should not be applied when the later dated gift of an estate is made by a will that is inconsistent with the terms of an earlier dated trust. Whether under Decedent's will or the Trust, the gifts made to his respective family members would not take effect until Decedent's death. Whether under the will or the Trust, Decedent's family members had no vested interest in any of his assets until Decedent's death. Whether under the will or the Trust, Decedent retained the authority to change his pattern of distribution of his property or to revoke either the Trust or the will at any time prior to his death. See Linthicum v. Rudi, 122 Nev. 1452, 1456-57, 148 P.3d 746, 749-50 (2006) (finding that a beneficiary of a revocable inter vivos trust has "only a contingent interest, at most, while the settlor is still alive," which interest "does not vest until the settlor's death").

14. By executing the March 7, 2012, will that provided a completely inconsistent distribution of all of his property, both real and personal, Decedent clearly manifested his implied intent to revoke the inconsistent terms of the Trust. Petitioner, therefore, requests that the Court enter its order declaring that the March 7, 2012, will revoked the Trust.

15. Because Decedent revoked the Trust, all of the property held in the Trust reverts back to Decedent. In re Guardianship of Burrell, 124 Nev. 1478 (2008) (citing Linthicum, 122 Nev. at 1455-56, 148 P.3d at 749 (recognizing that a beneficiary's interest is "subject to complete divestment" during the lifetime of the grantor of a revocable trust); Unman v. Clarke, 753 A.2d 4, 11 (Md.Ct.App. 2000) (stating that once a grantor of a revocable trust revokes the

¹ The Trust first provides that upon the trustor's death, the Trust should be distributed to Decedent's mother, Ida Black. Ida Black predeceased Decedent on February 21, 2011.

1 trust, the title to property in the trust reverts back to the grantor); Paul v. Arvidson, 123 P.3d
2 808, 811 (Okla.Civ.App. 2005) (same)).

3 16. Petitioner, therefore, petitions the Court to enter its order declaring that all assets
4 titled or purported to be held as assets of the Trust are deemed to have reverted to Decedent
5 upon revocation of the Trust on March 7, 2012. In particular, Petitioner requests that the
6 following assets, and any other assets that are purported to be held as assets of the Trust, be
7 ordered to be held as assets of Decedent's estate subject to the March 7, 2012, will:

- 9 a. All proceeds from the sale of real property located at 1600 Becke Circle, Las
10 Vegas, Nevada;
11 b. 100% interest in Senior Nevada Benefit Group, LP ("SNBG"), which owns real
12 property located at 200 S. 6th St., Las Vegas, NV, at 514 E. Bridger Ave., Las
13 Vegas, NV, and at 2600 Fremont St., Las Vegas, NV; insurance claims for life
14 insurance and loss of personal property; and proceeds from a lease agreement for
15 the use of the real property owned by SNBG.
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17 17. Petitioner requests that the Court order that all assets held in the name of the
18 Trust or in the name of SNBG be immediately frozen pending the entry of this Court's order
19 granting this petition. Petitioner also requests that William Fink, as purported trustee of the
20 Trust and purported general partner of SNBG, be ordered to account for all assets held in the
21 name of the Trust or SNBG since the time of Decedent's death and to pay all liquid funds
22 received to the Trust since Decedent's death to Petitioner as the Executor of Decedent's estate.
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24 WHEREFORE, Petitioner requests the following orders be entered:
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- 26 A. That Decedent revoked the Trust by execution of the March 7, 2012, will;
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- B. That all assets held in the name of the Trust be ordered to be held as assets of Decedent's probate estate;
- C. That all assets held in the name of the Trust or SNBG be immediately frozen pending the conclusion of this matter; and,
- D. For such other and further relief as the Court deems proper and necessary.
- DATED this ____ day of August, 2013.

BARLOW FLAKE & RICHARDS



JOI ATHAI W. BARLOW
Nevada Bar No. 9964
Attorneys for the Estate

EXHIBIT “A”

**THE TOTAL AMENDMENT AND RESTATEMENT
OF THE
THE LEROY G. BLACK 1992 LIVING TRUST**

Originally Dated August 21, 1992

**Prepared by
JEFFREY BURR, LTD.
2600 Paseo Verde Parkway
Henderson, NV 89074**

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Trust Agreement
OF THE
TOTAL AMENDMENT AND RESTATEMENT OF THE
LEROY G. BLACK 1992 LIVING TRUST

THIS DECLARATION OF TRUST AGREEMENT is a Total Amendment and Restatement of the LEROY G. BLACK 1992 LIVING TRUST which was originally established on August 21, 1992. This Total Amendmnet and Restatement, as follows, is made on October 27, 2009, by LEROY BLACK (hereinafter referred to as the “Trustor” or “Grantor” when reference is made to him in his capacity as creator of this Trust and the transferor of the principal properties thereof) and LEROY BLACK, of Clark County, Nevada (hereinafter referred to as the “Trustee,” when reference is made to him in his capacity as Trustee or fiduciary hereunder);

Witnesseth:

WHEREAS, the Trustor desires by this Trust Agreement to establish the “LEROY G. BLACK 1992 LIVING TRUST” for the use and purposes hereinafter set forth, to make provisions for the care and management of certain of his present properties and for the ultimate distribution of the Trust properties;

NOW, THEREFORE, all property subject to this Trust Indenture shall constitute the Trust estate and shall be held for the purpose of protecting and preserving it, collecting the income therefrom, and making distributions of the principal and income thereof as hereinafter provided.

Additional property may be added to the Trust estate, at any time and from time to time, by the Trustor or any person or persons, by inter vivos act or testamentary transfer, or by insurance contract or Trust designation.

The property comprising the original Trust estate, during the life of the Trustor, shall retain its character as his separate property. Property subsequently received by the

Trustee during the life of the Trustor shall also be the sole and separate property of the Trustor.

ARTICLE 1

NAME AND BENEFICIARIES OF THE TRUST

1.1 **Name.** The Trust created in this instrument may be referred to as the "LEROY G. BLACK 1992 LIVING TRUST", and any separate Trust may be referred to by adding the name of the beneficiary.

1.2 **Beneficiaries.** The Trust estate created hereby shall be for the use and benefit of LEROY BLACK, and for the other beneficiaries name herein.

ARTICLE 2

DISTRIBUTION OF INCOME AND PRINCIPAL WHILE THE TRUSTOR SHALL LIVE

2.1 **Distributions While the Trustor Lives.** During the lifetime of LEROY BLACK, he shall be entitled to all income and principal of the Trust property without limitation.

2.2 **Use of Residence.** While the Trustor shall live, he may possess and use, without rental or accounting to Trustee, any residence owned by this Trust.

ARTICLE 3

INCAPACITY

3.1 **Incapacity of Trustor.** If at any time the Trustor has become physically or mentally incapacitated, as certified in writing by a licensed physician, psychologist, or psychiatrist, and whether or not a court of competent jurisdiction has declared him incompetent, mentally ill or in need of a guardian or conservator, the Successor Trustee shall pay to the Trustor or apply for his benefit or for the benefit of those who are dependent upon him, the amounts of net income and principal necessary, in the Successor Trustee's discretion, for the proper health, support and maintenance of the Trustor and his family members who are dependent upon him, in accordance with their accustomed

manner of living at the date of this instrument, until the incapacitated Trustor, either in the Successor Trustee's discretion or as certified by a licensed physician, psychologist, or psychiatrist, is again able to manage his own affairs or until his death. This shall include, but not be limited to, distribution of income and principal to retain personal aides, homemakers, bill payers, or other persons who may assist the Trustor in activities of daily living and otherwise enable the Trustor to continue to reside in his home for as long as it is feasible to do so, taking into account safety and financial considerations. In exercising such discretion, the Successor Trustee shall consider the duty and ability of anyone else to support the Trustor and his family and shall also consider all other funds known to the Successor Trustee to be available from other sources for such purposes. The Trustor directs that the Successor Trustee maintain the Trustor in the same custom and style to which the Trustor has been accustomed during his lifetime. It is the Trustor's express desire to remain in his home for the remainder of his lifetime and not be placed in a nursing home or retirement care facility. The Trustor directs that the Trustee shall utilize income and principal from this Trust as may be necessary, including amounts necessary for required nursing and other care, so as to maintain the Trustor in his home, unless in the opinion of the Trustor's attending physician, together with the opinion of a second independent or consulting physician, residence in a nursing home would be required for the Trustor's physical well being. All undistributed income shall be accumulated and added to the Trust principal annually. In addition, it is Trustor's desire that, in the event of his incapacity or in the event he is unable to remain in his primary residence, the Trustee hereunder shall continue to maintain the Trustor's residence and shall continue to pay for all taxes, insurance, fees, and encumbrances on such residence for as long as it is owned by this Trust.

3.2 Reliance on Writing. Anyone dealing with this Trust may rely on the physicians' or the psychologists' written statements regarding the Trustor's incapacity, or a photocopy of the statements, presented to them by the Successor Trustee. A third party relying on such written statements shall not incur any liability to any beneficiary for any dealings with the Successor Trustee in reliance upon such written statements. This provision is inserted in this Trust indenture to encourage third parties to deal with the Co-Trustee or Successor Trustee without the need for court proceedings.

ARTICLE 4

DISTRIBUTION OF HOUSEHOLD AND PERSONAL EFFECTS AFTER DEATH OF TRUSTOR

4.1 Distribution of Personal Property. After the death of the Trustor, the Trustee shall distribute all tangible personal property of the deceased Trustor, including but not limited to, furniture, furnishings, rugs, pictures, books, silver, linen, china, glassware, objects of art, wearing apparel, jewelry, and ornaments, in accordance with any written statement or list that the Trustor leaves disposing of this property. Any such statement or list then in existence shall be determinative with respect to all bequests made therein. Any property not included on said list shall be added to the Trust created in Article 5 below.

ARTICLE 5

DISTRIBUTION OF INCOME AND PRINCIPAL AFTER DEATH OF THE TRUSTOR

5.1 Payment of Debts and Expenses. Upon the death of the Trustor, the Trustee may, in the Trustee's sole discretion, pay from the income and/or principal of the Trust estate, the administrative expenses, the expenses of the last illness and funeral of the Trustor and any debt owed by the Trustor.

5.2 Distribution of the Remaining Trust Estate. Any remaining property, both income and principal of this Trust estate shall be distributed outright and free of Trust to the Trustor's mother IDA B. BLACK, if she is then living and survives the Trustor by a period of Ninety (90) days. In the event that IDA B. BLACK is not living at the time of the Trustor's death or does not survive the Trustor by a period of Ninety (90) days, the remaining Trust estate shall be distributed to the Trustor's cousin, WILLIAM FINK, also known as BILL FINK, if he is then living, outright and free of Trust.

5.3 Last Resort Clause. In the event that the principal of the Trust administered under this Article 5 is not disposed of under the foregoing provisions, the remainder, if any, shall be distributed, outright and free of Trust, to the local Chapter of the ALZHEIMER'S ASSOCIATION, to be used for its general charitable purposes.

ARTICLE 6

TRUSTEE'S DISCRETION ON DISTRIBUTION TO PRIMARY BENEFICIARIES

6.1 Delay of Distribution. Notwithstanding the distribution provisions of Article 5, the following powers and directions are given to the Trustee:

- (a) If, upon any of the dates described in Article 5, the Trustee for any reason described below determines, in the Trustee's sole discretion, that it would not be in the best interest of the beneficiary that a distribution take place, then in that event the said distribution shall be totally or partially postponed until the reason for the postponement has been eliminated. During the period of postponement, the Trustee shall have the absolute discretion to distribute income or principal to the beneficiary as the Trustee deems advisable for the beneficiary's welfare.
- (b) If said causes for delayed distribution are never removed, then the Trust share of that beneficiary shall continue until the death of the beneficiary and then be distributed as provided in this Trust Instrument. The causes of such delay in the distribution shall be limited to any of the following:
 - (1) The current involvement of the beneficiary in a divorce proceeding or a bankruptcy or other insolvency proceedings.
 - (2) The existence of a large judgment against the beneficiary.
 - (3) Chemical abuse or dependency.
 - (4) The existence of any event that would deprive the beneficiary of complete freedom to expend the distribution from the Trust estate according to his or her own desires.
 - (5) In the event that a beneficiary is not residing in the United States of America at any given time, then the Trustee may decline to transmit to him or her any part or all of the income and shall not be required to transmit to him or her any of the principal if, in the Trustee's sole and uncontrolled judgment, the political and/or economic conditions or such place of residence of the beneficiary are such that it is likely the money would not reach him or her, or

upon reaching him or her, would be unduly taxed, seized, confiscated, appropriated, or in any way taken from him or her in such a manner as to prevent his or her use and enjoyment of the same.

- (6) The judicially declared incompetency of the beneficiary.
- (c) The Trustee shall not be responsible unless the Trustee has knowledge of the happening of any event set forth above.
- (d) To safeguard the rights of the beneficiary, if any distribution from his or her Trust share has been delayed for more than one (1) year, he or she may apply to the District Court in Las Vegas, Nevada, for a judicial determination as to whether the Trustee has reasonably adhered to the standards set forth herein. The Trustee shall not have any liability in the event the Court determines the Trustee made a good faith attempt to reasonably follow the standards set forth above.

ARTICLE 7

PROVISIONS RELATING TO TRUSTEESHIP

7.1 Successor Trustee. In the event of the death or incapacity of the original Trustee, JEFFREY BURR, LTD., a Nevada corporation, shall serve as the Successor Trustee of all of the Trusts hereunder and shall have full power and authority to appointment an independent Trust Company in its stead. If JEFFREY BURR, LTD. is unable or unwilling to serve as Successor Trustee and has not named a successor independent Trust Company to serve in its stead, then KAUFMAN, KAUFMAN & ASSOCIATES, P.C., a Nevada professional corporation, shall serve as Successor Trustee of all of the Trusts hereunder. In determining the incapacity of any Trustee serving hereunder, the guidelines set forth in Section 3.1 may be followed.

If no Successor Trustee is designated to act in the event of the death, incapacity or resignation of the Trustee, then acting, or no Successor Trustee accepts the office, the Trustee then acting may appoint a Successor Trustee. If no such appointment is made, the majority of the adult beneficiaries entitled to distribution from this Trust may appoint a Successor Trustee.

JEFFREY BURR, LTD., a Nevada corporation, shall serve as the Successor Trustee hereunder and the Trustor directs that JEFFREY BURR, LTD. may also serve as legal counsel to this Trust. The Trustor waives any conflict of interest which may exist if JEFFREY BURR, LTD. serves as Trustee and as legal counsel to this Trust. The Trustor further directs that JEFFREY BURR, LTD. shall be entitled to reasonable compensation for all services provided to the Trust in whatever capacity it may serve.

7.2 Liability of Successor Trustee. No Successor Trustee shall be liable for the acts, omissions, or default of a prior Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to audit or investigate the accounts or administration of any such Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

7.3 Trustee's Actions. If applicable, the Trustee of this Trust, as a licensed individual stockholder, director, member, manager, or otherwise, of a professional corporation or professional company owned by this Trust, who is legally qualified, may render the same specific professional services as those for which the professional corporation or company was incorporated; provided, however, under no circumstances shall a Trustee of this Trust enter into any type of agreement vesting another person, including a Trustee of this Trust, with the authority to exercise the voting power of any or all professional stock, unless the other person is licensed to render the same specific professional services as those for which the professional corporation was incorporated.

7.4 Acceptance by Trustee. A Trustee shall become Trustee or Co-Trustee jointly with any remaining or surviving Co-Trustees, and assume the duties thereof, immediately upon delivery or written acceptance to Trustor, during his lifetime and thereafter to any Trustee hereunder, or if for any reason there shall be no Trustee then serving, to any beneficiary hereunder, without the necessity of any other act, conveyance, or transfer.

7.5 **Delegation by Trustee.** Any individual Co-Trustee shall have the right at any time, by an instrument in writing delivered to the other Co-Trustee, to delegate to such other Co-Trustee any and all of the Trustee's powers and discretion.

7.6 **Resignation of Trustee.** Any Trustee at any time serving hereunder may resign as Trustee by delivering to Trustor, during his lifetime and thereafter to any Trustee hereunder, or to any beneficiary hereunder if for any reason there shall be no Trustee then serving hereunder, an instrument in writing signed by the Trustee.

7.7 **Corporate Trustee.** During the Trust periods, if any, that a corporate Trustee acts as Co-Trustee with an individual, the corporate Trustee shall have the unrestricted right to the custody of all securities, funds, and other property of the Trusts and it shall make all payments and distributions provided hereunder.

7.8 **Majority.** Subject to any limitations stated elsewhere in this Trust Indenture, all decisions affecting any of the Trust estate shall be made in the following manner: While three or more Trustees, whether corporate or individual, are in office, the determination of a majority shall be binding. If only two individual Trustees are in office, they must act unanimously.

7.9 **Bond.** No bond shall ever be required of any Trustee hereunder.

7.10 **Expenses and Fees.** The Successor Trustee shall be reimbursed for all actual expenses incurred in the administration of any Trust created herein. In addition, the Successor Trustee shall be entitled to reasonable compensation for service rendered to the Trust.

ARTICLE 8

PROVISIONS RELATING TO TRUSTOR'S POWERS

8.1 **Power to Amend.** During the lifetime of the Trustor, this Trust Indenture may be amended in whole or in part by an instrument in writing, signed by the Trustor, and delivered to the Trustee. Upon the death of the Trustor, this Trust Indenture shall not be amended.

8.2 Power to Revoke. During the lifetime of Trustor, the Trustor may revoke this Trust Indenture by an instrument in writing, signed by the Trustor. Upon revocation, the Trustee shall deliver the revoked portion of the Trust property to the Trustor. Upon the death of the Trustor, this Trust Indenture shall not be revoked.

8.3 Power to Change Trustee. During the lifetime of the Trustor, he may change the Trustee or Successor Trustee of this Trust by an instrument in writing.

8.4 Additions to Trust. Any additional property acceptable to the Trustee may be transferred to this Trust. The property shall be subject to the terms of this Trust.

8.5 Special Gifts. If the Trustor becomes legally incompetent, or if in the Trustee's judgment reasonable doubt exists regarding capacity, the Trustee is authorized in such Trustee's sole discretion to continue any gift program which the Trustor had previously commenced, to make use of the federal gift tax annual exclusion. Such gifts may be made outright or in trust.

ARTICLE 9

PROVISIONS RELATING TO TRUSTEE'S POWERS

9.1 Management of Trust Property. With respect to the Trust property, except as otherwise specifically provided in this Trust, the Trustee shall have all powers now or hereafter conferred upon trustees by applicable state law, and also those powers appropriate to the orderly and effective administration of the Trust. Any expenditure involved in the exercise of the Trustee's powers shall be borne by the Trust estate. Such powers shall include, but not be limited to, the following powers with respect to the assets in the Trust estate:

- (a) With respect to real property: to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by this Trust (including, but not limited to any real property, the Trustee may hereafter acquire or receive and the Trustor's personal residence) to lease, sublease, release; to eject, and remove tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for,

receive and receipt for rents and profits; and to conserve, invest or utilize any and all of such rents, profits, and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all of any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.

- (b) To register any securities or other property held hereunder in the names of Trustees or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustees shall show that all such investments are part of their respective funds.
- (c) To hold, manage, invest, and account for the separate trusts in one or more consolidated funds, in whole or in part, as they may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustees' books of account.
- (d) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.
- (e) To borrow money, mortgage, pledge, or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (f) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of their discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (g) To invest and reinvest in their absolute discretion, and they shall not be restricted in their choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.

- (h) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (i) To institute, compromise, and defend any actions and proceedings.
- (j) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares or stock.
- (k) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustees may deem necessary to make divisions or partial or final distribution of any of the Trusts.
- (l) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (m) To make payments hereunder directly to any Beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustees, or by direct payment of such Beneficiary's expenses.
- (n) To employ agents, attorneys, brokers, and other employees individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (o) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by anyone interested in such beneficiaries.
- (p) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustees may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (q) To open and maintain safety deposit boxes in the name of this Trust.
- (r) To make distributions to any Trust or Beneficiary hereunder in cash or in specific property, real or personal, or an undivided

interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustees make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

- (s) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (t) The enumeration of certain powers of the Trustees shall not limit their general powers, subject always to the discharge of their fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (u) The Trustees shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (v) The power to guarantee loans made for the benefit of, in whole or in part, any Trustor or Beneficiary or any entity in which any Trustor or Beneficiary has a direct or indirect interest.
- (w) In regard to the operation of any closely held business of the Trust, the Trustees shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage, or operate the

business to such person or persons as the fiduciary may select, including any individual who may be a Beneficiary or Trustee hereunder.

- (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants, or other representatives, including anyone who may be a Beneficiary or Trustee hereunder.
- (4) The power to become or continue to be an officer, director, or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director, and employee, in addition to any compensation otherwise allowed by law.
- (5) The power to invest or employ in such business such other assets of the Trust estate.

9.2 Power to Appoint Agent. The Trustee is authorized to employ attorneys, accountants, investment managers, specialists, and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the Trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists, and other agents against the Trust, including any other related expenses.

9.3 Broad Powers of Distribution. After the death of the Trustor, upon any division or partial or final distribution of the Trust estate, the Successor Trustee shall have the power to partition, allot and distribute the Trust estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee, in the Trustee's discretion, considers necessary to make such division or distribution. In making any division or partial or final distribution of the Trust estate, the Trustee shall be under no obligation to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. Rather, the Trustee may,

in the Trustee's discretion, make non pro rata divisions between Trusts or shares and non pro rata distributions to beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value. The income tax basis or assets allocated or distributed non pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee, in his or her discretion, and no adjustment need be made to compensate for any difference in basis.

9.4 Apply for Government Assistance. The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

9.5 Catastrophic Health Care Planning. The Trustee shall have the power to explore and implement planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustor's family residence; (2) pay off, partly or in full, the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; (5) make gifts of assets for estate planning purposes to the beneficiaries and in the proportions set forth in Article 5.

ARTICLE 10

ELECTING SMALL BUSINESS AND QUALIFIED SUBCHAPTER S TRUSTS

10.1 QSS Trust. To the extent that any Trust created under this Instrument (for purposes of this Article an "Original Trust") owns or becomes the owner (or would but for this provision become the owner) of shares of stock of any then electing "S corporation" pursuant to Section 1361 et seq. of the Internal Revenue Code, or to the extent that any such Original Trust owns or becomes the owner of shares of stock of any

"small business corporation" as defined in Section 1361(b) of the Internal Revenue Code with respect to which the Trustee desires to continue, make, or allow to be made an "S corporation" election, the Trustees of such Trust shall have the power at any time, in such Trustees' sole and absolute discretion, the exercise of which shall not be subject to review by any person or court, to terminate said Original Trust as to such shares of stock and to allocate, pay, and distribute (or cause to be allocated, paid, and distributed directly from any transferor) some or all of such shares of stock to a separate and distinct Qualified Subchapter S Trust, which Trust and Trust fund shall be designated with the name of the same Beneficiary with whose name the Original Trust is designated (such Beneficiary with whose name the Original Trust is designated being for purposes of this Article the "Beneficiary" of such trust) followed by the phrase "**QSS TRUST**" and shall be held pursuant to the same terms and conditions as the Original Trust, except that, notwithstanding any other provision in this Trust Indenture applicable to the Original Trust:

- (a) Until the death of the Beneficiary of the Qualified Subchapter S Trust, the Trustees of such Qualified Subchapter S Trust shall pay and distribute to such Beneficiary and to no other person all of the net income of the Qualified Subchapter S Trust annually or at more frequent intervals. Any and all income accrued, but not paid to the Beneficiary prior to the death of the Beneficiary, shall be paid to the estate of the Beneficiary. If more than one person had a present right to receive income distributions from the trust to which the "S Corporation" stock was originally allocated, then the Trustee shall have the authority to designate multiple current income beneficiaries and establish a separate Trust S for each such Beneficiary.
- (b) Any distribution of principal from a Qualified Subchapter S Trust may be made only to the Beneficiary then entitled to receive income from such trust.
- (c) Each Qualified Subchapter S Trust is intended to be a Qualified Subchapter S Trust, as defined in Section 1361 (d) of the Internal Revenue Code, as amended, or any successor provisions thereto. Accordingly, no Trustee of any Qualified Subchapter S Trust created pursuant to this Article shall have any power, the possession of which would cause any such Trust to fail to be a Qualified Subchapter S Trust; no power shall be exercisable in such a manner as to cause any such Trust to fail to be a Qualified

Subchapter S Trust; and any ambiguity in this Trust Indenture shall be resolved in such a manner that each such trust shall be a Qualified Subchapter S Trust.

- (d) The provisions of Articles 5 and 6 shall have no application to the distribution of income from any Qualified Subchapter S Trust created or continued pursuant to the provisions of this Article.
- (e) Any power provided in Articles 5 and 6 of this Trust Indenture may be exercised with respect to any Qualified Subchapter S Trust created pursuant to this Article, if and only if, or to the extent that, the exercise of any such power shall not violate the provisions of this Article and shall not impair or disqualify the Qualified Subchapter S Trust status of such trust.
- (f) Any reference in this instrument to any person, acting in an individual or fiduciary capacity, making an election for himself or for or on behalf of any person shall include, but not be limited to, an election made in accordance with Section 1361(d)(2) of the Code.
- (g) The Trustee hereunder shall characterize receipts and expenses of any QSS Trust in a manner consistent with qualifying that trust as a Qualified Subchapter S Trust.
- (h) The Trustee may not consolidate any trust with another if to do so would jeopardize the qualification of one or both of the trusts as Qualified Subchapter S Trusts.
- (i) If the continuation of any Qualified Subchapter S Trust created under this section would, in the opinion of the Trustee's legal counsel, result in the termination of the "S Corporation" status of any corporation whose stock is held as a part of the QSS Trust estate, the Trustee, in Trustee's sole discretion, shall have, in addition to the power to sell or otherwise dispose of such stock, the power to distribute the stock of such "S Corporation" to the person then entitled to receive the income therefrom. Distribution of such stock in the manner herein provided shall relieve the Trustee of any further responsibility with respect to such "S Corporation" stock. The Trustee shall have no liability for distributing or failing to distribute such stock as authorized by this section.

10.2 ESB Trust. To the extent that any Trust created under this Instrument (for purposes of this Article an "Original Trust") owns or becomes the owner (or would but for this provision become the owner) of shares of stock of any then electing "S corporation" pursuant to Section 1361 et seq. of the Internal Revenue Code, or to the

extent that any such Original Trust owns or becomes the owner of shares of stock of any "small business corporation" as defined in Section 1361(b) of the Internal Revenue Code with respect to which the Trustee desires to continue, make, or allow to be made an "S corporation" election, the Trustees of such Trust shall have the power at any time, in such Trustees' sole and absolute discretion, the exercise of which shall not be subject to review by any person or court, to terminate said Original Trust as to such shares of stock and to allocate, pay, and distribute (or cause to be allocated, paid, and distributed directly from any transferor) some or all of such shares of stock to a separate and distinct Electing Small Business ("ESB") Trust, which Trust and Trust fund shall be designated with the name of the same Beneficiary with whose name the Original Trust is designated (such Beneficiary with whose name the Original Trust is designated being for purposes of this Article the "Beneficiary" of such trust) followed by the phrase "**ESB TRUST**" and shall be held pursuant to the same terms and conditions as the Original Trust if the following conditions are met:

- (a) If the Trustee determines it to be in the best interest of the Primary Beneficiary of any trust hereunder to elect status as an Electing Small Business Trust ("ESBT") pursuant to Code Section 1361 (c)(2)(A)(v);
- (b) All beneficiaries of the trust for which the proposed ESBT election are qualified beneficiaries of an ESBT, as required pursuant to Code Section 1361(e)(1)(A)(i);
- (c) There is no current election for the trust to be a Qualified Subchapter S Trust under 1361(d); and
- (d) The Sub-Trust to be created by the ESBT election will otherwise qualify under all applicable Code provisions, regulations, and other applicable law, in which event the Trustee shall make all necessary elections to create a separate sub-trust, and following such election shall allocate any shares of stock of any then electing "S" Corporation to such ESB sub-trust.

10.3 Trustee's Discretion. The Trustee(s) of each trust shall have full discretion in making the QSST and/or ESBT elections as provided for in this Article, including the power to create both QSST and ESBT sub-trusts and allocate all or any portion of such stock in any manner between such sub-trusts; provided however, that

during any time in which a Beneficiary is serving as sole Trustee of a trust of which he/she is a permissible Beneficiary, such Trustee/Beneficiary shall make one allocation only of Subchapter S stock to either the QSST or the ESBT, and once such allocation is made, such Trustee/Beneficiary shall not be permitted, acting alone, to thereafter change the election, with respect to any Subchapter S stock, in any way which would affect the beneficial enjoyment of income from any Subchapter S stock in any manner which might cause inclusion of such stock in the Trustee/Beneficiary's estate pursuant to Code Section 2036 or 2038 or any other applicable law. If a Trustee/Beneficiary is serving as a Co-Trustee of his/her trust, nothing herein shall prevent the non-Beneficiary Co-Trustee from making and changing the applicable QSST and ESBT elections with respect to any shares of stock of an electing "S corporation."

10.4 Effect on Beneficiaries. In granting to the Trustee the discretion to create one or more Electing Small Business Trusts as herein provided, the Trustor recognizes that the interest of present or future beneficiaries may be increased or diminished upon the exercise of such discretion.

ARTICLE 11

PROTECTION OF AND ACCOUNTING BY TRUSTEE

11.1 Protection. The Trustee shall not be liable for any loss or injury to the property at any time held by him hereunder, except only such as may result from his fraud, willful misconduct, or gross negligence. Every election, determination, or other exercise by Trustee of any discretion vested, either expressly or by implication, in him, pursuant to this Trust Indenture, whether made upon a question actually raised or implied in his acts and proceedings, shall be conclusive and binding upon all parties in interest.

11.2 Accounting. Upon the written request delivered or mailed to the Trustee by an income beneficiary hereunder, the Trustee shall render a written statement of the financial status of the Trust. Such statement shall include the receipts and disbursements of the Trust for the period requested or for the period transpired since the last statement and the principal of the Trust at the end of such period. Statements need not be rendered more frequently than annually.

ARTICLE 12

EXONERATION OF PERSONS DEALING WITH THE TRUSTEE

No person dealing with the Trustee shall be obliged to see to the application of any property paid or delivered to him or to inquire into the expediency or propriety of any transaction or the authority of the Trustee to enter into and consummate the same upon such terms as he may deem advisable.

ARTICLE 13

HIPAA RELEASE

If any person's authority under the instrument is dependent upon any determination that the Trustor is unable to properly manage his affairs or a determination of his incapacity, then any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company, and any health-care clearinghouse that has provided treatment or services to the Trustor or is otherwise requested by the Trustor's nominated Successor Trustee to determine his incapacity, and any other person or entity in possession of any of the Trustor's "protected health information," as contemplated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, is hereby authorized and directed to disclose the Trustor's protected health information to the nominated Successor Trustee to the extent necessary, and only to the extent necessary, in order for the nominated Successor Trustee to determine whether an event of incapacity has occurred pursuant to Article 3 hereinabove. This release of authority applies even if that person has not yet been appointed as Successor Trustee. Any limitation on protected health information to be disclosed hereunder shall have no effect upon any rights to such information any other party may have under any other instrument granting access to such information.

ARTICLE 14

GENERAL PROVISIONS

14.1 Controlling Law. This Trust Indenture is executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of

Nevada; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer any Trust created hereunder pursuant to the laws of any jurisdiction in which the Trustee, may be domiciled, by executing a written instrument acknowledged before a notary public to that effect, and delivered to the then income beneficiaries. If the Trustee exercises the discretion, as above provided, this Trust Indenture shall be administered from that time forth by the laws of the other state or jurisdiction.

14.2 Spendthrift Provision. No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time and in the manner provided by the terms of this Trust, and not upon any written or oral order, nor upon any assignment or transfer by the beneficiary, nor by operation of law.

14.3 Perpetuities Savings Clause. Notwithstanding anything to the contrary contained in this Trust agreement, the Trusts created herein, unless earlier terminated according to the terms of this Trust agreement, shall all terminate one (1) day less than three hundred and sixty-five (365) years after the execution date of this Trust. Upon such termination each Trust shall forthwith be distributed to the Beneficiaries of such Trust; provided however, that if no Beneficiary is then living, such property shall be distributed to those persons so designated in said Trust, as therein provided. Notwithstanding the foregoing, in the event any Trust created hereunder should be controlled and governed by the laws of any state which state has modified or repealed the common law Rule Against Perpetuities, then such modified Rule Against Perpetuities shall apply to such trust, and if the Rule Against Perpetuities shall have been repealed by the law of the governing state, then termination of any Trusts hereunder pursuant to the common law Rule Against Perpetuities shall not apply to any Trust which is, as a result, not subject to any such Rule Against Perpetuities, and all other references throughout this Trust Agreement to termination of any Trust hereunder pursuant to any applicable Rule Against Perpetuities shall not be applicable to such Trust or Trusts.

14.4 No-Contest Provision. The Trustor specifically desires that this Trust Indenture and these Trusts created herein be administered and distributed without litigation or dispute of any kind. If any beneficiary of these trusts or any other person, whether stranger, relative or heir, or any legatee or devisee under the Last Will and Testament of either the Trustor or the successors-in-interest of any such persons, including the Trustor's estate under the intestate laws of the State of Nevada or any other state lawfully or indirectly, singly or in conjunction with another person, seek or establish to assert any claim or claims to the assets of these Trusts established herein, or attack, oppose or seek to set aside the administration and distribution of the Trusts, or to invalidate, impair or set aside its provisions, or to have the same or any part thereof declared null and void or diminished, or to defeat or change any part of the provisions of the Trusts established herein, then in any and all of the above-mentioned cases and events, such person or persons shall receive One Dollar (\$1.00), and no more, in lieu of any interest in the assets of the Trusts or interest in income or principal.

14.5 Provision for Others. The Trustor has, except as otherwise expressly provided in this Trust Indenture, intentionally and with full knowledge declined to provide for any and all of his heirs or other persons who may claim an interest in his respective estates or in these Trusts.

14.6 Severability. In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.

14.7 Distribution of Small Trust. If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same.

14.8 Headings. The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.

14.9 More Than One Original. This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.

14.10 Interpretation. Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.

14.11 Definitions. The following words are defined as follows:

- (a) **“Principal” and “Income”.** Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation or receipts and expenses thereon shall be governed by the provisions of Nevada’s Revised Uniform Principal and Income Act, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.
- (b) **“Education”.** Whenever provision is made in this Trust Indenture for payment for the “education” of a beneficiary, the term “education” shall be construed to include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary’s choice and in determining payments to be made for such college or postgraduate education, the Trustees shall take into consideration the beneficiary’s related living and traveling expenses to the extent that they are reasonable.
- (c) **“Child, Children, Descendants or Issue”.** As used in this instrument, the term “descendants” or “issue” of a person means all of that person’s lineal descendants of all generations. The terms “child, children, descendants or issue” include adopted persons, but do not include a step-child or step-grandchild, unless that person is entitled to inherit as a legally adopted person.

- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

EXECUTED in Clark County, Nevada, on October 21, 2009.


LEROY BLACK

ACCEPTANCE BY TRUSTEE

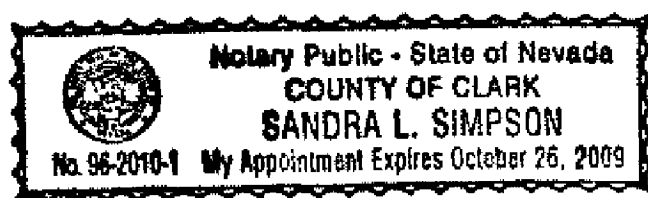
I certify that I have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by me as Trustee. I accept the Declaration of Trust in all particulars and acknowledge receipt of the Trust property.


LEROY BLACK

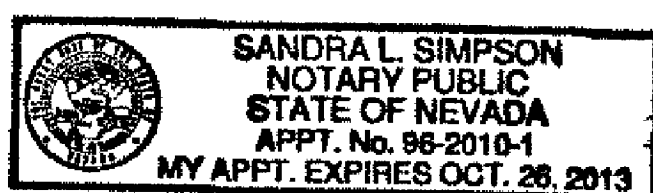
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On October 21, 2009, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared LEROY BLACK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.




NOTARY PUBLIC



JEFFREY BURR, LTD.
Attorneys at Law

EXHIBIT “2”

W-12-003875



LAST WILL OF LEROY G. BLACK

JUN 5 3 53 PM '12

I, LEROY G. BLACK, a resident of Clark County, Nevada, declare that this is my will. I hereby revoke any and all of my previous wills and codicils.

Sharon L. Johnson
CLERK OF COURT

ARTICLE ONE INTRODUCTORY PROVISIONS

- 1.1. Marital Status. I am not currently married.
- 1.2. Identification of Living Children. I have no living children.
- 1.3. Deceased Children. I have no deceased children.

ARTICLE TWO GIFT OF ENTIRE ESTATE

2.1. Gift of Entire Estate. I give all of my property, both real and personal, as follows: Twenty-five percent (25%) of the total value of my estate at the time of my death to my aunt, ROSE E. MARKOWITZ. The remainder of my estate, Seventy-five percent (75%), shall be given to my cousin, PHILLIP I. MARKOWITZ.

2.2. Beneficiaries Excluded. I, LEROY G. BLACK, specifically direct that no portion of the trust estate ever be used for the benefit of or pass to ZELDA KAMEYER, and/or any of her children, possible heirs or beneficiaries. Other possible heirs or beneficiaries not specifically provided for in this document shall be considered as excluded beneficiaries from my estate and shall not receive any benefit from my estate. The provisions contained in this agreement contain my final decisions in this regard.

ARTICLE THREE RESIDUARY PROVISIONS

3.1. Disposition of Residue. I give the residue of my estate to the executor of this will, PHILLIP I. MARKOWITZ, as trustee, who shall hold, administer, and distribute the property

under a testamentary trust, the terms of which shall be identical to the terms of this will that are in effect on the date of execution of this will.

ARTICLE FOUR

EXECUTOR

4.1. Nomination of Executor. I nominate PHILLIP I. MARKOWITZ as executor of this will.

4.2. Successor Executor. If PHILLIP I. MARKOWITZ is unable (by reason of death, incapacity, or any other reason) or unwilling to serve as executor, or if at any time the office of executor becomes vacant, by reason of death, incapacity, or any other reason, and no successor executor or co-executors have been designated under any other provision of this will, I nominate the following, as executor:

FIRST: ROSE E. MARKOWITZ

If all those named above are unwilling or unable to serve as successor executor, a new executor or co-executors shall be appointed by the court.

4.3. Waiver of Bond. No bond or undertaking shall be required of any executor nominated in this will.

4.4. General Powers of Executor. The executor shall have full authority to administer my estate under the Nevada Revised Statute Section 164. The executor shall have all powers now or hereafter conferred on executors by law, except as otherwise specifically provided in this will, including any powers enumerated in this will.

4.5. Power to Invest. The executor shall have the power to invest estate funds in any kind of real or personal property, as the executor deems advisable.

4.6. Division or Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this will shall be valued at its fair market value at the time of distribution.

4.7. Power to Sell, Lease, and Grant Options to Purchase Property. The executor shall have the power to sell, at either public or private sale and with or without notice, lease, and grant options to purchase any real or personal property belonging to my estate, on such terms and conditions as the executor determines to be in the best interest of my estate.

4.8. Payments to Legally Incapacitated Persons. If at any time any beneficiary under this will is a minor or it appears to the executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as the executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the executor for all purposes.

ARTICLE FIVE CONCLUDING PROVISIONS

5.1. Definition of Death Taxes. The term "death taxes," as used in this will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my estate or by reason of my death, including penalties and interest, but excluding the following:

(a) Any additional tax that may be assessed under Internal Revenue Code Section 2032A.

(b) Any federal or state tax imposed on a "generation-skipping transfer," as that term is defined in the federal tax laws, unless the applicable tax statutes provide that the generation-skipping transfer tax on that transfer is payable directly out of the assets of my gross estate.

5.2. Payment of Death Taxes. The executor shall pay death taxes, whether or not attributable to property inventoried in my probate estate, by prorating and apportioning them among the persons interested in my estate as provided in the Nevada Revised Statutes.

5.3. Simultaneous Death. If any beneficiary under this will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this will shall be construed accordingly.

5.4. Period of Survivorship. For the purposes of this will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within two months after my death.

5.5. No-Contest Clause. If any person, directly or indirectly, contests the validity of this will in whole or in part, or opposes, objects to, or seeks to invalidate any of its provisions, or seeks to succeed to any part of my estate otherwise than in the manner specified in this will, any gift or other interest given to that person under this will shall be revoked and shall be disposed of as if he or she had predeceased me without issue.

5.6. Definition of Incapacity. As used in this will, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

- (a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or
- (b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

5.7. Captions. The captions appearing in this will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this will.

5.8. Severability Clause. If any provision of this will is invalid, that provision shall be disregarded, and the remainder of this will shall be construed as if the invalid provision had not been included.

5.9. Nevada Law to Apply. All questions concerning the validity and interpretation of this will, including any trusts created by this will, shall be governed by the laws of the State of Nevada in effect at the time this will is executed.


Executed on March 7, 2012, at Las Vegas, Nevada.


LERROY G. BLACK

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by LEROY G. BLACK. At that time, LEROY G. BLACK appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of **five (5)** pages, including the pages on which the signature of LEROY G. BLACK and our signatures appear, to be the will of LEROY G. BLACK, we subscribe our names as witnesses thereto.

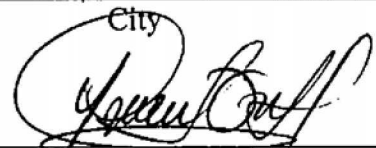
We declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on March 7, 2012, at Las Vegas, Nevada.

Signature: 

Printed Name: DAVID Everston

Address: 11684 Ventura bl Suite 507
Studio, CA 91604
City State

Signature: 

Printed Name: MARIA J. ONOFRE

Address: 20560 Ventura Blvd
Woodland Hills, CA
City State

EXHIBIT “3”

**FIRST AMENDMENT
TO THE
SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT, dated May 20, 2009, is made in accordance with Article XII, Section 12.2, entitled Amendments, as provided in the Agreement of the SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP, dated May 5, 1994

Witnesseth:

WHEREAS, IDA, INC. and I.D.A. – BLACK’S 1992 FAMILY TRUST dated August 21, 1992, and **JACK J. BLACK and IDA B. BLACK** created the **SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP** on May 5, 1994, and was duly registered in the State of Nevada on June 2, 1994; and

WHEREAS, JACK J. BLACK and IDA B. BLACK executed an Assignment and Assumption of Limited Partnership Interest on May 5, 1994, transferring their 49% limited partnership interest to **LEROY G. BLACK**; and

WHEREAS, LEROY G. BLACK executed an Assignment and Assumption of Limited Partnership Interest on May 16, 1994, transferring his 49% limited partnership interest to the **LEROY G. BLACK 1992 LIVING TRUST**, August 21, 1992; and

WHEREAS, IDA, INC., was revoked by the Secretary of State in the year 2005 for nonpayment of annual fees and this caused the Secretary of State to name **IDA B. BLACK and LEROY G. BLACK** as substituted General Partners for the **SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP**; and

WHEREAS, on October 23, 2008, LEROY G. BLACK caused to be formed a new Nevada limited liability company, **I.D.A. HOLDINGS, LLC**, for the purpose of serving as General Partner of **SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP** ; and

WHEREAS, LEROY G. BLACK, as Trustee, executed an Assignment and Assumption of Limited Partnership Interest on October 14, 2008, transferring a 50% limited partnership interest in SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP belonging to I.D.A. – BLACK’S 1992 FAMILY TRUST dated August 21, 1992 to the LEROY G. BLACK 1992 LIVING TRUST, August 21, 1992,; and

NOW THEREFORE, LEROY G. BLACK 1992 LIVING TRUST, August 21, 1992 is currently the owner of a 99% limited partnership interest, and pursuant to Section 10.4 of the Partnership Agreement, LEROY G. BLACK, as Trustee of the LEROY G. BLACK 1992 LIVING TRUST, August 21, 1992, does hereby elect and appoint a General Partner as follows:

1% General Partnership interest held by each LEROY G. BLACK and IDA B. BLACK is hereby transferred to a I.D.A. HOLDINGS, LLC.

NOW, THEREFORE, the General Partners and Limited Partners do hereby amend the Partnership Agreement of the SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP as follows:

I.

ARTICLE II - CAPITALIZATION AND FINANCING OF THE PARTNERSHIP.

Section 2.1(a) of Article II shall be deleted in its entirety, and the following shall be inserted in its stead:

- (a) **Partnership Interests.** The initial percentage interests of the Partnership as of the date of this Agreement are as follows:

GENERAL PARTNERS:	PERCENTAGE INTEREST:	UNITS:
I.D.A. HOLDINGS, LLC	1%	10
LIMITED PARTNERS:	PERCENTAGE INTEREST:	UNITS:
LEROY G. BLACK 1992 LIVING TRUST, August 21, 1992	99%	990

II.


IN ALL OTHER RESPECTS, the Agreement of the SENIOR NEVADA BENEFIT GROUP, LIMITED PARTNERSHIP dated May 5, 1994, is hereby republished and affirmed.

III.

THIS FIRST AMENDMENT is accepted, made, and executed by the General Partners and Limited Partners in the State of Nevada on the day and year first above written.

GENERAL PARTNER:

I.D.A. HOLDINGS, LLC


By: LEROY G. BLACK, Manager

LIMITED PARTNERS:

LEROY G. BLACK 1992 TRUST, August 21, 1992

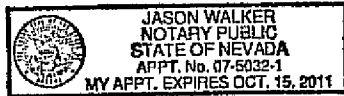
By: 
LEROY G. BLACK, Trustee

STATE OF NEVADA)

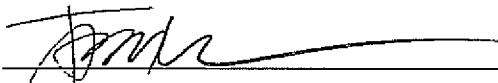
) ss.

COUNTY OF CLARK)

On this 20 day of ~~March~~^{MAY}, 2009, personally appeared before me, a Notary Public in and for said County of Clark, State of Nevada, LEROY G. BLACK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.



NOTARY PUBLIC

EXHIBIT “4”

GENERAL INFORMATION	
PARCEL NO.	139-34-611-043
OWNER AND MAILING ADDRESS	SENIOR NEVADA BENEFIT GROUP L P 1600 BECKE CIR LAS VEGAS NV 89104-3322
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	200 S 6TH ST LAS VEGAS
ASSESSOR DESCRIPTION	HAWKINS ADD PLAT BOOK 1 PAGE 40 LOT 25 BLOCK 4 & LOTS 26-28
RECORDED DOCUMENT NO.	* 19941102:01553
RECORDED DATE	Nov 2 1994
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2013
FISCAL YEAR	2014-15
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2013-14	2014-15
LAND	39029	58544
IMPROVEMENTS	3130	3158
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	42159	61702
TAXABLE LAND+IMP (SUBTOTAL)	120454	176291
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	42159	61702
TOTAL TAXABLE VALUE	120454	176291

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.32 Acres
ORIGINAL CONST. YEAR	1963
LAST SALE PRICE MONTH/YEAR	0
LAND USE	330 - General Services
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	ADDN/ CONV	
2ND FLOOR SQ. FT.	0	STORIES	Placeholder, no bldg	POOL	NO
BASEMENT SQ. FT.	0	BEDROOMS	0	SPA	NO
GARAGE SQ. FT.	0	BATHROOMS	0	TYPE OF CONSTRUCTION	
CASITA SQ. FT.	0	FIREPLACE	0	ROOF TYPE	

GENERAL INFORMATION	
PARCEL NO.	139-34-611-046
OWNER AND MAILING ADDRESS	SENIOR NEVADA BENEFIT GROUP L P 1600 BECKE CIR LAS VEGAS NV 89104-3322
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	514 E BRIDGER AVE LAS VEGAS
ASSESSOR DESCRIPTION	HAWKINS ADD PLAT BOOK 1 PAGE 40 LOT 17 BLOCK 4 & LOTS 18,19
RECORDED DOCUMENT NO.	* 19941102:01553
RECORDED DATE	Nov 2 1994
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2013
FISCAL YEAR	2014-15
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2013-14	2014-15
LAND	29271	43907
IMPROVEMENTS	2332	2227
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	31603	46134
TAXABLE LAND+IMP (SUBTOTAL)	90294	131811
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	31603	46134
TOTAL TAXABLE VALUE	90294	131811

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.24 Acres
ORIGINAL CONST. YEAR	1965
LAST SALE PRICE MONTH/YEAR	0
LAND USE	330 - General Services
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	ADDN/ CONV	
2ND FLOOR SQ. FT.	0	STORIES	Placeholder, no bldg	POOL	NO
BASEMENT SQ. FT.	0	BEDROOMS	0	SPA	NO
GARAGE SQ. FT.	0	BATHROOMS	0	TYPE OF CONSTRUCTION	
CASITA SQ. FT.	0	FIREPLACE	0	ROOF TYPE	

GENERAL INFORMATION	
PARCEL NO.	162-01-103-001
OWNER AND MAILING ADDRESS	SENIOR NEVADA BENEFIT GROUP L P 1600 BECKE CIR LAS VEGAS NV 89104-3322
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	2600 FREMONT ST LAS VEGAS
ASSESSOR DESCRIPTION	PT GOV LOT 3
RECORDED DOCUMENT NO.	* 20121214:00166
RECORDED DATE	Dec 14 2012
VESTING	N
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	200
APPRAISAL YEAR	2013
FISCAL YEAR	2014-15
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2013-14	2014-15
LAND	25613	32016
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	25613	32016
TAXABLE LAND+IMP (SUBTOTAL)	73180	91474
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	25613	32016
TOTAL TAXABLE VALUE	73180	91474

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.42 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	459011 9/2009
LAND USE	000 - Vacant
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	ADDN/ CONV	
2ND FLOOR SQ. FT.	0	STORIES		POOL	NO
BASEMENT SQ. FT.	0	BEDROOMS	0	SPA	NO
GARAGE SQ. FT.	0	BATHROOMS	0	TYPE OF CONSTRUCTION	
CASITA SQ. FT.	0	FIREPLACE	0	ROOF TYPE	

EXHIBIT “5”

CHECK TYPE: UL/IL

CHECK NO. 520855453

TRAN TYPE: DEATH CLAIM
INSURANCE

AGENT: MONICA STEINBERG
ID-DT: SHS -20130611

ASU: MBD

DC 2

POLICY NO. 161202864

INSURED'S NAME: LEROY GEORGE BLACK

BASIC DEATH BENEFIT
VOLUNTARY INTEREST
CHECK AMOUNT

259,040.00
16,755.98

275,795.98

TOTALS

275,795.98

275,795.98
275,795.98

CHECK DT: JUN 13, 2013

AMOUNT OF CHECK

*****\$275,795.98

CHECK SEND VIA FEDEX # 7999 9335 2745

DETACH THIS STATEMENT BEFORE DEPOSITING

AXA EQUITABLE LIFE INSURANCE COMPANY
VOID AFTER TWELVE MONTHS

CHECK NO. 520855453

DATE JUN 13, 2013

National Operations Center

PAY Two hundred seventy five thousand seven hundred ninety five and 98/100 Dollars

TO THE
ORDER OF SENIOR NEVADA BENEFIT GROUP LP
1935 E MICHELE ST
WEST COVINA CA 91791

***** FILE COPY *****

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