

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of The Estate of Milton I. Schwartz, Deceased.

A. Jonathan Schwartz, Executor of The Estate of Milton I. Schwartz,

Appellant,

vs.

THE DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE,

Respondent.

Case No. 78341 Electronically Filed
District Court Case No. P081300 Apr 19 2019 11:47 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPENDIX TO DOCKETING
STATEMENT
CIVIL APPEALS**

Respondent, The Dr. Miriam and Sheldon G. Adelson Educational Institute,
by and through its attorneys of record, KEMP, JONES & COULTHARD, LLP,
hereby submit its Appendix to the Docketing Statement:

Exhibit 1	Petition to Compel Distribution, for Accounting and for Attorney's Fees
Exhibit 2	Supplement to Petition to Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction
Exhibit 3	Judgment on the Dr. Miriam and Sheldon G. Adelson Educational Institute's Petition to Compel Distribution, for Accounting, and for Attorneys' Fees

CERTIFICATE OF SERVICE

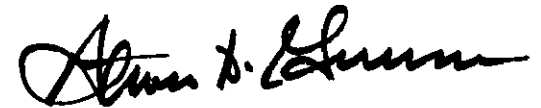
I certify that on the 19th day of April, 2019, I caused to be served the foregoing Appendix to Docketing Statement with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-filing system (Eflex). Participants in the case who are registered Eflex users will be served by the Eflex system as follows:

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Exhibit 1



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DISTRICT COURT

Clark COUNTY, NEVADA

In the Matter of the Estate of

MILTON I. SCHWARTZ,

Deceased

Case No. P061300

Dept. No.: 26/Probate

**PETITION TO COMPEL
DISTRIBUTION, FOR ACCOUNTING
AND FOR ATTORNEYS' FEES**

1. Pursuant to the terms of Milton I. Schwartz's Will, as amended and restated, and NRS §§ 151.010, 137.080, 137.120, 150.080, and 150.105, the Dr. Miriam and Sheldon G. Adelson Educational Institute ("Adelson Campus" or "Petitioner"), devisee of the will of the Decedent in the above-referenced Estate, by and through its attorneys, Maximiliano D. Couvillier, III, Ketan D. Bhirud, and Kendal L. Davis, of the law firm of Lionel Sawyer & Collins, petitions this Court for an order compelling the Executor of the Estate of Milton I. Schwartz ("the Executor"), to distribute the \$500,000.00 gift ("Gift") for scholarships that is provided for by Milton I. Schwartz's Will, plus accrued interest.

2. In the event that the Executor claims that there is somehow insufficient funds to distribute the Gift, Petitioner petitions this Court for an accounting, which the Executor has *never filed* during the almost 6 years that this matter has been pending.

3. Finally, Petitioner requests its attorneys' fees and costs in connection with these

1 proceedings. Because of his malfeasance and total lack of diligence, and to preclude the
2 Executor from depleting the assets of the Estate, the Court should hold the Executor *personally*
3 responsible for the attorneys' fees and costs incurred by both the Petitioner and the Executor.

4 **PROCEDURAL HISTORY & PRELIMINARY STATEMENT**

5 4. This probate matter has been pending for almost 6 years. Milton I. Schwartz
6 passed away on August 9, 2007. The Executor filed the Petition for Probate of Will and Codicils
7 on October 15, 2007. The Letters Testamentary were issued on January 1, 2008. The Executor
8 *has never filed an accounting* as required by NRS §§ 150.080 and 150.105. The Executor has
9 *never filed the report* required by NRS 143.035(2). The Executor filed an initial inventory on
10 July 7, 2008, and an amended inventory on January 8, 2009.

11 5. In his Last Will and Testament ("Will") dated February 5, 2004, Mr. Schwartz
12 bequeathed the \$500,000.00 Gift to Petitioner. Both inventories filed by the Executor showed
13 sufficient assets to make the Gift. The Executor has also represented to the Petitioner that there
14 are sufficient funds in the Estate to make the Gift.¹ The Executor, however, wrongfully refuses
15 to make such Gift unless Petitioner meets the Executor's host of personal conditions; personal
16 conditions which are not in Milton I. Schwartz's Will.

17 6. Petitioner is a non-profit educational institute. It has attempted for a couple of
18 years to obtain the Gift from the Executor without this Court's intervention in order to preserve
19 its resources and the resources of Estate so as to maximize the scholarships from the Gift which
20 stand to benefit many deserving children. The Executor, however, remains unreasonable and
21 unresponsive. As such, the Court's intervention is necessary to rectify the Executor's
22 malfeasance.

23 7. To the extent that the Executor changes his tune and suddenly claims that there
24 are insufficient funds to make the Gift, Petitioner requests the Court to compel the Executor to
25 submit an accounting.

26 8. The Court should further hold the Executor personally liable for procuring the
27

28 ¹ Declaration of Paul Schiffman at ¶ 23, attached hereto as Exhibit 1.

1 accounting and for Petitioner's attorneys' fees and costs. The Executor's personal liability is
2 appropriate because of his gross breach of responsibilities and diligence in administering the
3 Estate, and to preserve the resources of the Estate and the Petitioner.

4 MEMORANDUM OF POINTS AND AUTHORITIES

5 I. 6 FACTS

7 A. The Petitioner and Mr. Schwartz's Gift

8 9. When Milton I. Schwartz ("Mr. Schwartz") passed away on August 9, 2007, he
9 left behind an estate worth approximately \$39 million.² Mr. Schwartz's Will bequeathed a
10 \$500,000.00 Gift to the Petitioner, which was then known as "The Milton I. Schwartz Hebrew
11 Academy" and was previously known as "The Hebrew Academy."³

12 10. Indeed, since its modest inception in 1980, the school has gone through several
13 different corporate names. The seeds for what is today known as The Dr. Miriam and Sheldon
14 G. Adelson Education Institute began when "The Hebrew Academy" opened at the original
15 Temple Beth Sholom in eastern Las Vegas.⁴ In 1988, the school moved west near the corner of
16 Lake Mead Boulevard and Hills Center Drive, and thereafter changed names several times
17 between "The Hebrew Academy" and "The Milton I. Schwartz Hebrew Academy."⁵ The school
18 was initially a very modest educational enterprise; its campus was primarily a single building and
19 provided education to preschool through eighth grade children.⁶

20
21
22 ² <http://www.lasvegassun.com/news/2009/oct/23/multi-million-dollar-battle-waged-over-estate-milt/>

23 ³ A courtesy copy of Mr. Schwartz's Will is attached hereto as Exhibit 2. The Will was
24 previously filed with the Court on October 15, 2007, as part of the Executor's Petition for
25 Probate of Will and Codicils.

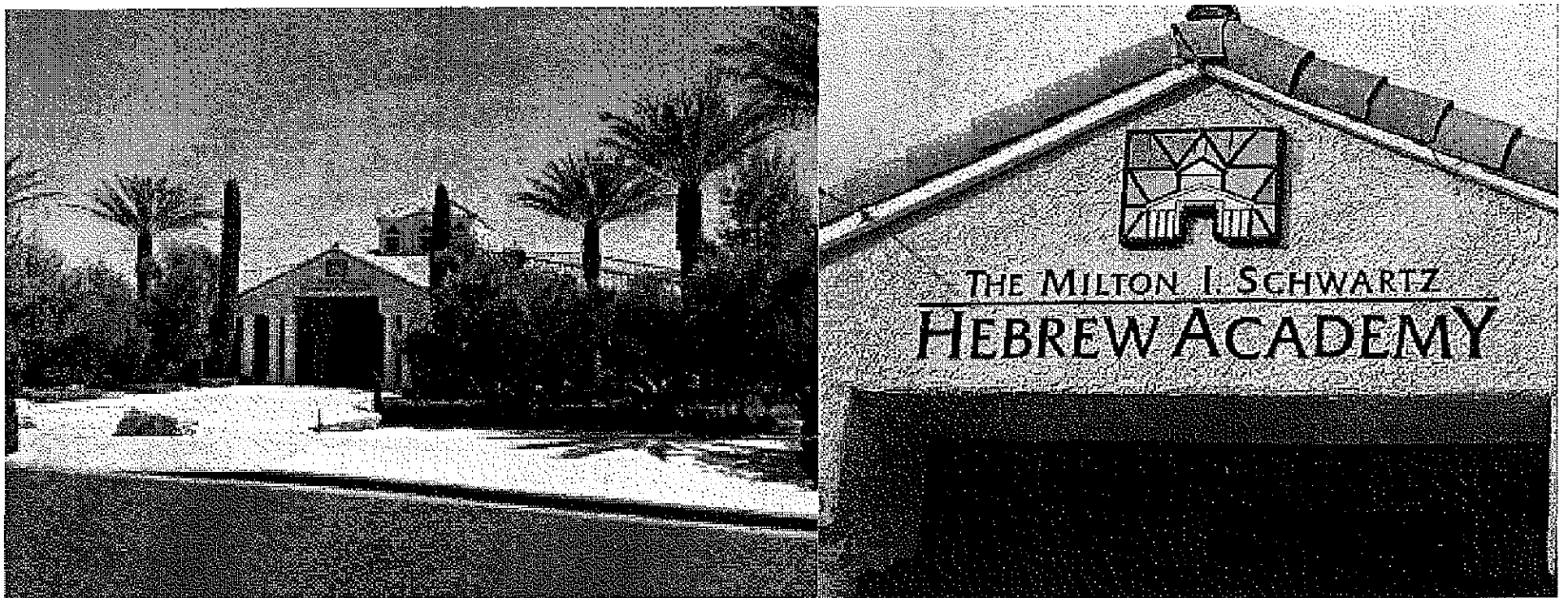
26 ⁴ Exhibit 1 at ¶ 7; *see also* Articles of Incorporation dated February 27, 1980, attached
27 hereto as Exhibit 3.

28 ⁵ *Id.* at ¶ 8; *see also* August 22, 1990 Certificate of Amendment of the Articles of
Incorporation, attached hereto as Exhibit 4; October 19, 1994 Certificate of Amendment of the
Articles of Incorporation, attached hereto as Exhibit 5; *See* March 21, 1997 Certificate of
Amendment of the Articles of Incorporation, attached hereto as Exhibit 6.

⁶ *Id.* at ¶ 9.

1 11. Over the years, the school grew considerably, primarily due to the generous
2 financial contributions of Dr. Miriam and Sheldon G. Adelson.⁷ By 2006, it was no longer a
3 single school for young children, but had expanded to include a high school and expanded from a
4 single building to a multi-building campus.⁸ And, in 2008, the corporate name was changed to
5 "The Dr. Miriam and Sheldon G. Adelson Educational Institute."⁹ Today, the Petitioner operates
6 an accredited private educational institution with a state-of-the-art campus that is spread over
7 several acres and includes three separate schools, numerous buildings, a large auditorium,
8 athletic fields and facilities, a gymnasium and an indoor Olympic swimming pool.¹⁰ The three
9 schools are known as follows:

- 10 (1) the school for 9th through 12th graders is known as the Adelson Upper School;
11 (2) the middle school for 5th through 8th graders is known as the Adelson Middle
12 School; and
13 (3) the lower school for preschool through 4th graders is known as The Milton I. Schwartz
14 Hebrew Academy and is housed in the building identified as "The Milton I. Schwartz
15 Hebrew Academy," as depicted in the following true and correct pictures of the
16 building:¹¹



25 ⁷ *Id.* at ¶ 10.

26 ⁸ *Id.* at ¶ 11.

27 ⁹ *Id.* at ¶ 12; *see also* March 21, 2008 Certificate of Amendment of the Articles of
28 Incorporation, attached hereto as Exhibit 7.

¹⁰ *Id.* at ¶ 13.

¹¹ *Id.* at ¶¶ 14-15.

1 **B. The Will Imposes Only Two Conditions on the Gift**

2 12. The express language of the Will imposes *only two conditions* on the Gift. The
3 *first* condition requires the \$500,000.00 or portions thereof to be applied to any mortgages held
4 by the school at the time of Mr. Schwartz's death for which he was a guarantor. The *second and*
5 *last* condition requires the Gift to be used for scholarships to educate Jewish children only.

6 The Will provides:

7 2.3 The Milton I. Schwartz Hebrew Academy. *I hereby*
8 *give, devise and bequeath the sum of five hundred*
9 *thousand dollars (\$500,000.00) to the Milton I. Schwartz*
10 *Hebrew Academy (the, "Hebrew Academy").* This gift is
11 to be in the form of securities (stocks, bonds, or cash) with
12 the largest profit so that my estate can take advantage of the
13 low cost basis and increased price as directed by my
14 Executor in his sole discretion. If, at the time of my death,
15 there is a bank or lender mortgage (the "mortgage") upon
16 which I, my heirs, assigns or successors in interest are
17 obligated as a guarantor on behalf of the Hebrew Academy,
18 the \$500,000.00 gift shall go first to reduce and or expunge
19 the mortgage. In the event that the lender will not release
20 my estate or my heirs, successors or assigns, no gift shall
21 be given to the Hebrew Academy. In the event that no
22 mortgage exists at the time of my death, *the entire*
23 *\$500,000.00 amount shall go to the Hebrew Academy for*
24 *the purpose of funding scholarships to educate Jewish*
25 *children only.*¹²

26 13. Mr. Schwartz executed a First Codicil to his Will on January 27, 2006, and
27 Second Codicil on June 21, 2006, but neither Codicil concerned the Gift.¹³

28 **C. The Only Two Conditions of the Gift Are Satisfied**

 (1) *There Is No Mortgage Guaranteed by Milton I. Schwartz*

 14. At the time of Milton I. Schwartz's death, the school had an outstanding mortgage
of over \$1.8 million, which was personally guaranteed by Mr. Schwartz up to \$1 million.¹⁴ The

¹² See Exhibit 2 at §2.3.

¹³ See First Codicil to Last Will and Testament dated January 27, 2006, attached hereto as Exhibit 8; *see also* Second Codicil to Last Will and Testament dated July 21, 2006, attached hereto as Exhibit 9. The First and Second Codicils were previously filed with the Court on October 15, 2007, as part of the Executor's Petition for Probate of Will and Codicils.

¹⁴ See Exhibit 1, at ¶ 16; *see also* Promissory Note dated December 7, 2006, attached

1 school, however, continued to make payments under said mortgage and did not make any
2 impositions upon Mr. Schwartz's Estate.¹⁵ The \$1.8 million mortgage was paid off and the
3 guaranty by Mr. Schwartz was extinguished on November 2, 2010 from the proceeds of a portion
4 of a generous \$25 million donation made by the Adelsons.¹⁶ The Adelsons made another
5 unprecedented \$50 million gift and the school has been able to pay off all its debt.¹⁷

6 (2) *The School Is Prepared to Implement the Gift to Fund Scholarships*

7 15. Once the school receives the Gift, it is prepared to establish the "Milton I.
8 Schwartz Scholarship" to be used for the education of Jewish children only.¹⁸

9 **D. Mr. Schwartz's Death and the Executor's Refusal to Distribute the Gift**

10 16. Mr. Schwartz passed away on August 9, 2007.¹⁹ On October 15, 2007, the
11 Executor opened this matter and submitted a Petition for Probate of Will and Codicils. After this
12 Court entered an Order granting the Petition, this Court issued the Letters Testamentary on
13 January 30, 2008.²⁰ The Executor has not made the Gift and refuses to make the Gift.²¹

14 17. The Petitioner has made numerous request to the Executor to make the Gift, most
15 recently on March 13, 2013.²² On each occasion the Executor has represented to the Petitioner
16 that there are sufficient funds in the Estate to make the Gift, but refuses to make the Gift unless
17 Petitioner meets the Executor's *personal* conditions.²³ The Executor's outrageous personal
18 demands include that (1) "all letter-head, stationery, correspondence, promotional material,
19 websites, business cards, fundraisers, advertisements, etc. (hereinafter, 'Media') associated with
20 the Schools shall clearly and prominently identify the *Milton I. Schwartz Hebrew Academy* as
21

22 hereto as Exhibit 10.

23 ¹⁵ *Id.* at ¶ 17.

¹⁶ *Id.* at ¶ 18.

24 ¹⁷ *Id.*

¹⁸ *Id.* at ¶ 19.

25 ¹⁹ See Certificate of Death, attached hereto as Exhibit 11. The Certificate of Death was
previously filed with the Court on October 15, 2007, as part of the Executor's Petition for
Probate of Will and Codicils.

26 ²⁰ See Letters Testamentary, attached hereto as Exhibit 12.

27 ²¹ Exhibit 1 at ¶ 21.

²² *Id.* at ¶ 22.

28 ²³ *Id.* at ¶ 23.

1 grades Pre-K through Fourth in perpetuity"; and (2) "All Media shall depict a logo bearing the
2 name, the Milton I. Schwartz Hebrew Academy (in bold, all capital letters), no smaller than any
3 other logo located on the face of said Media."²⁴ **None of the Executor's conditions, however,**
4 **are included in the Will.** The only relevant conditions are described above and have been
5 satisfied.

6 18. The Executor claims that there are certain, purported "agreements" which contain
7 such conditions to the Gift.²⁵ No such "agreements" exist. Petitioner has made countless
8 demands, and the Executor has never produced any such purported "agreements."²⁶ Instead, the
9 Executor offered Petitioner an illusory document, captioned "Settlement Agreement," which sets
10 forth his personal conceptions, some of which are mentioned above.²⁷ Importantly, the Executor
11 drafted this so-called "Settlement Agreement" long *after* the Will and Mr. Schwartz's death, and
12 *after* Petitioner school requested distribution of the Gift. Moreover, the Executor's caption of the
13 document as a "settlement" is a gross misnomer. The document is merely an attempt to extort
14 Petitioner by withholding the Gift until the Executor's *personal* and onerous demands are
15 satisfied. There is no consideration, no mutual releases. The Executor does not provide the
16 school with any new benefit in exchange for his slew of personal requests. **The Gift is already**
17 **provided for by the Will and all conditions of the Will have been met.**

18 III. 19 LEGAL ARGUMENT

20 A. This Court Should Compel the Executor to Distribute \$500,000.00 Gift to the 21 Petitioner in Accordance with the Will Plus Interest

22 19. NRS 151.010 provides as follows:

23 1. At any time after the lapse of 3 months from the
24 issuing of letters, the personal representative or any heir or

25 ²⁴ See Email from Jonathan Schwartz to Victor Chaltiel and Paul Schiffman, attached
26 hereto as Exhibit 13; and Proposed Settlement Agreement Between the Estate of Milton I.
27 Schwartz and the Milton I. Schwartz Hebrew Academy, attached hereto as Exhibit 14. Notably,
28 although the Proposed Settlement Agreement makes numerous demands of the Adelson
Educational Campus, the Agreement does not actually release any claims even after full
performance.

²⁵ *Id.* at ¶ 24.

²⁶ *Id.*

²⁷ *Id.* at ¶ 25; see also proposed "Settlement Agreement" attached hereto as Exhibit 14.

1 devisee, or the assignee, grantee or successor in interest of
2 any heir or devisee, may petition the court to distribute a
3 share of the estate, or any portion thereof, to any person
4 entitled thereto, upon the person giving a bond, with
approved security, for the payment of the person's
proportion of the debts of the estate.

2. The court may dispense with a bond if it is made to
appear that the bond is unnecessary.

6 20. The Letters Testamentary were issued on January 30, 2008, and thus, more than 3
7 months have passed since the issuances of the letters.²⁸ As was explained above, the Will
8 provides the \$500,000.00 Gift to Petitioner with the only conditions that (1) the Gift or portions
9 thereof be applied to any mortgages held by the school at the time of Mr. Schwartz's death for
10 which he was a guarantor; and (2) the Gift be used for scholarships to educate Jewish children
11 only.

12 21. There is no current mortgage guaranteed by Mr. Schwartz and the school has
13 agreed to use the Gift to fund scholarships for Jewish children only.²⁹ Therefore, this Court
14 should order the Executor to distribute the \$500,000.00 Gift to the Petitioner. Additionally,
15 because there are no competing claims to the Gift, a bond is not necessary.

16 22. Because of the Executor's almost 6 year delay in making the distribution,
17 Petitioner request that the Court award income on the \$500,000.00 pursuant to NRS 164.800 or,
18 to the extent that there is no income or that income is nominal, that the Court impute income
19 through an award of interest at the statutory rate.³⁰

20 **B. The Executor Did Not Contest the Validity of the Will and the Gift, and Cannot Do**
21 **So Now**

22 23. NRS 137.080 provides as follows:

23 After a will has been admitted to probate, any interested
24 person other than a party to a contest before probate or a
25 person who had actual notice of the previous contest in
time to have joined therein may, at any time within 3
months after the order is entered admitting the will to
probate, contest the admission or the validity of the will.

26 ²⁸ See Exhibit 12.

27 ²⁹ See Exhibit 1, at ¶¶ 18-19.

28 ³⁰ See *Jordan v. State, Dep't of Motor Vehicles*, 121 Nev. 44, 59, 110 P.3d 30, 41, 42
(2005) ("Nevada courts also possess inherent powers of equity").

1 The contestant must file with the court in which the will
2 was proved a petition containing the allegations of the
3 contestant against the validity of the will or against the
sufficiency of the proof, and requesting that the probate be
revoked.

4 24. NRS 137.120 provides as follows:

5 If no person contests the validity of a will or of the probate
6 thereof, within the time specified in NRS 137.080, the
probate of the will is conclusive.

7 25. The Executor did not contest the validity of the Will, including the Gift, within
8 the time frame required by NRS 137.080. Therefore, the Executor is now precluded by NRS
9 137.120 from contesting the Gift or the Will.

10 **C. To the Extent the Executor Suddenly Claims There Are Insufficient Funds**
11 **Available for the Gift, the Court Should Compel the Executor to File an Accounting**

12 26. NRS 150.080 provides as follows:

13 Within 6 months after the appointment of a personal
14 representative, or sooner if required by the court, upon its
own motion or upon the petition of an interested person, a
personal representative shall file with the clerk the first,
verified account, showing:

15 1. The amount of money received and expended by the
16 personal representative.

17 2. The claims filed or presented against the estate,
18 giving the name of each claimant, the nature of his or her
claim, when it became due or will become due, whether it
19 was allowed or rejected by the personal representative, or
not yet acted upon.

20 3. All other matters necessary to show the condition of
21 the estate.

22 27. NRS 150.105 provides as follows:

23 Until all remaining property is delivered pursuant to an
order of final distribution, a personal representative shall
24 file with the court, annually, an account showing the
income the personal representative has received, what
25 expenditures he or she has made, what property has been
disbursed, or sold and at what price, and the nature and
26 value of the property remaining on hand.

27 28. NRS 143.035(1) requires the Executor to use reasonable diligence in performing
28 his duties and administering the Estate. The Executor has not been reasonably diligent. The

1 probate matter has been pending for almost six years. The Executor has not filed the report
2 required by NRS 143.035(2).

3 29. The Executor has also failed to provide either the initial accounting or the annual
4 accountings required by statute. Thus, the Court should order the Executor to comply with NRS
5 150.080 and NRS 150.105 and provide an accounting, which Executor should personally pay for
6 given his gross malfeasance, and in order to preserve the assets of the Estate and of Petitioner (a
7 non-profit education entity).

8 **D. This Court Should Suspend the Executor's Letters Testamentary**

9 30. Petitioner does not wish to become involved in the administration of the Estate.
10 However, to the extent that the Executor refuses to make the distribution, Petitioner requests that
11 the Court remove the Executor or suspend his Letters Testamentary to preclude him from using
12 and depleting the assets of the Estate.

13 31. NRS 141.090 provides that

14 If a court has reason to believe, from its own knowledge or from
15 credible information, that a personal representative: . . .

16 *6. Has unreasonably delayed the performance of necessary acts*
17 *in any particular as personal representative*, the court may, by an
order entered upon the minutes, suspend the powers of the personal
representative until the matter can be investigated, or take such
other action as it deems appropriate under the circumstances.³¹

18 32. Thereafter, "[i]f an order of suspension is entered, the clerk shall issue a citation,
19 reciting the order of suspension, to the personal representative to appear before the court at a
20 time stated, as fixed by the court, to show cause why the letters of the personal representative
21 should not be revoked."³²

22 33. Pursuant to NRS 141.095, "[a]fter receipt of notice of a proceeding to suspend or
23 remove a person as personal representative, the person shall not act except to account, correct
24 misfeasance of administration, or preserve the estate."³³ Accordingly, Petitioner requests that
25 this Court enter an order prohibiting the Executor from acting except to account, correct
26

27 ³¹ NRS § 141.090(6) (2011) (emphasis added).

28 ³² NRS § 141.110(1) (2011).

³³ NRS § 141.095 (2011).

1 misfeasance of administration, or preserve the estate until the date and time of his court
2 appearance pursuant to this Court's citation.

3 34. The Adelson Campus requests the Executor's suspension for the sole purpose of
4 seeking payment of the Gift because the Adelson Campus has no confidence in the Executor's
5 ability to make the Gift. The Adelson Campus has no interest in becoming involved in the
6 subsequent probate proceedings regarding the Executor's possible suspension.

7 35. Therefore, this Court should suspend the Executor's Letters Testamentary
8 pursuant to NRS 141.090.

9
10 **IV.
CONCLUSION**

11 36. For the foregoing reasons, this Court should order the Executor:

12 (a) to distribute the \$500,000.00 Gift to Petitioner (plus interest accrued since
13 August 9, 2007), and ultimately to the numerous children who stand to benefit from the
14 scholarships to be funded by the Gift;

15 (b) personally liable for Petitioner's attorney's fees and costs incurred in
16 connection with its petition; and

17 (c) personally liable for the Executor's attorney's fees and costs incurred in
18 connection with this petition.

19 37. To the extent that the Executor claims that there are insufficient funds to make the
20 distribution, the Court should compel the Executor to file an accounting, and that Executor be
21 personally liable for procuring such accounting.

22 LIONEL SAWYER & COLLINS

23 By: K. D. Bhirud
24 Maximiliano D. Couvillier, III (SBN #7661)
25 Ketan D. Bhirud (SBN #10515)
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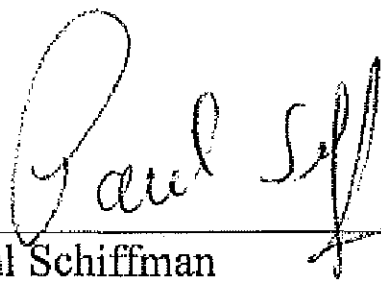
26 Attorneys for The Dr. Miriam and Sheldon G.
27 Adelson Educational Institute
28

VERIFICATION

I, Paul Schiffman, hereby declare under penalty of perjury under the laws of the State of Nevada:

I am Head of School at The Dr. Miriam and Sheldon G. Adelson Educational Institute, the Petitioner named in the foregoing Petition to Compel Distribution, for Accounting, and for Attorneys' Fees. I have read the same and know the contents thereof. The Petition is true to the best of my own personal knowledge, except for any matters stated upon information and belief; and as to those statements, I believe them to be true.

Dated: May 2, 2013



Paul Schiffman

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 3, 2013, I deposited in the United States Mail at Las Vegas, Nevada, a true and correct copy of the foregoing **PETITION TO COMPEL DISTRIBUTION, FOR ACCOUNTING AND FOR ATTORNEYS' FEES** enclosed in a sealed envelope upon which first class postage was paid, addressed as follows:

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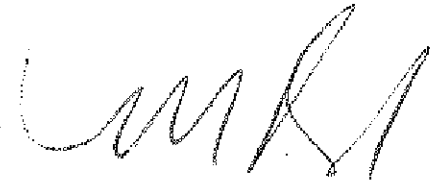
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Exhibit 1

Exhibit 1

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10 **DISTRICT COURT**

11 **Clark COUNTY, NEVADA**

12 In the Matter of the Estate of
13 **MILTON I. SCHWARTZ,**
14 **Deceased**

Case No. P061300
Dept. No.: 26/Probate

DECLARATION OF PAUL SCHIFFMAN

15 Paul Schiffman, pursuant to NRS 53.045, declares as follows:

16 1. I am Head of School at The Dr. Miriam and Sheldon G. Adelson Educational
17 Institute ("Petitioner") and have held that position since July 15, 2006.

18 2. I make this Declaration in support of the Petitioner's Petition to Compel
19 Scholarship Gift from the Estate of Milton I. Schwartz, and If Necessary, Petition for Account
20 (the "Petition").

21 3. In my capacity as Head of School, I am the sole employee of the Board of
22 Trustees and am responsible for the daily operation of Petitioner's campus. Specifically, I am
23 responsible for developing and cascading the organization's strategy to the staff, and
24 implementing appropriate practices to align personnel with company goals.

25 4. As a result of my employment responsibilities and my performance thereof, I
26 have knowledge of the facts set forth herein which are known by me to be true and correct. I am
27 competent to testify if called as a witness.
28

1 5. It is Petitioner's practice and procedure to maintain records and to record
2 transactions, acts, conditions, and events at or about the time such transactions, acts, conditions
3 or events occur. It is the standard operating procedure to preserve all such documents in a place
4 of safe keeping, that has in fact been done, and I have personal access to and the power to
5 exercise control over these books and records.

6 6. I have personally reviewed Petitioner's business records which are attached to the
7 Petition. As part of my duties for Petitioner, I monitor Petitioner's finances and oversee
8 construction. In that capacity, I am personally familiar with the manner in which Petitioner's
9 documents, books, files, and records are prepared and maintained. The records which are
10 attached to the Petition are true and correct copies of business records kept and maintained in the
11 course of Petitioner's regularly conducted business activity.

12 7. The seeds for what is today known as "The Dr. Miriam and Sheldon G. Adelson
13 Educational Institute" ("Adelson Campus") began when "The Hebrew Academy" opened at the
14 original Temple Beth Sholom in eastern Las Vegas. Attached to the Petition as Exhibit 3 is a
15 true and correct copy of the Articles of Incorporation dated February 27, 1980.

16 8. In 1988, the school moved west near the corner of Lake Mead Boulevard and
17 Hills Center Drive, and thereafter changed names several times between "The Hebrew Academy"
18 and "The Milton I. Schwartz Hebrew Academy." Attached to the Petition as Exhibits 4, 5, and 6,
19 respectively, are the August 22, 1990 Certificate of Amendment of the Articles of Incorporation;
20 the October 19, 1994 Certificate of Amendment of the Articles of Incorporation; and the March
21 21, 1997 Certificate of Amendment of the Articles of Incorporation.

22 9. The school was initially a very modest educational enterprise; its campus was
23 primarily a single building and provided education to preschool through eighth grade children.

24 10. Over the years, the school grew considerably, primarily due to the generous
25 financial contributions of Dr. Miriam and Sheldon G. Adelson.

26 11. By 2006, it was no longer a single school for young children, but had expanded to
27 include a high school and expanded from a single building to a multi-building campus.

28

1 12. In 2008, the corporate name was changed to "The Dr. Miriam and Sheldon G.
2 Adelson Educational Institute." Attached to the Petition as Exhibit 7 is a true and correct copy of
3 the March 21, 2008 Certificate of Amendment of the Articles of Incorporation.

4 13. Today, the Petitioner operates an accredited private educational institution with a
5 state-of-the-art campus that is spread over several acres and includes three separate schools,
6 numerous buildings, a large auditorium, athletic fields and facilities, a gymnasium and an indoor
7 Olympic swimming pool.

8 14. The three schools are known as follows:

9 (1) the school for 9th through 12th graders is known as the Adelson Upper
10 School;

11 (2) the middle school for 5th through 8th graders is known as the Adelson Middle
12 School;

13 (3) the lower school for preschool through 4th graders is known as The Milton I.
14 Schwartz Hebrew Academy and is housed in the building identified as "The Milton I.
15 Schwartz Hebrew Academy."

16 15. True and correct pictures of the "The Milton I. Schwartz Hebrew Academy" are
17 attached included in the Petition in Section I.A.

18 16. At the time of Milton I. Schwartz's ("Mr. Schwartz") death, the school had an
19 outstanding mortgage of over \$1.8 million, which was personally guaranteed by Mr. Schwartz up
20 to \$1 million. A true and correct copy of the Promissory Note evidencing that debt is attached to
21 the Petition as Exhibit 10.

22 17. The school, however, continued to make payments under said mortgage and did
23 not make any impositions upon Mr. Schwartz's Estate.

24 18. The \$1.8 million mortgage was paid off and the guaranty by Mr. Schwartz was
25 extinguished on November 2, 2010, from the proceeds of a portion of a generous \$25 million
26 donation made by the Adelsons. The Adelsons made another unprecedented \$50 million gift and
27 the school has been able to pay off all its debt.

19. Once the school receives the \$500,000.00 gift ("Gift") provided for by Mr. Schwartz's Will, it is prepared to establish the "Milton I. Schwartz Scholarship" to be used for the education of Jewish children only.

20. A. Jonathan Schwartz (the "Executor") has represented to me that he is the executor of Mr. Schwartz's estate, and I am informed that A. Jonathan Schwartz has been appointed as said executor in the above captioned matter.

21. The Executor has not made the Gift and refuses to make the Gift.

22. I, along with Board of Directors of the Petitioner, Sam Ventura and Victor Chaltiel, have made several requests to the Executor to make the Gift. True and correct copies of the emails from Jonathan Schwartz to Victor Chaltiel and myself are attached to the Petition as Exhibit 13. Most recently, Sam Ventura, Victor Chaltiel and I met with Jonathan Schwartz on March 13, 2013, to discuss and make another request before seeking to file the instant Petition.

23. On each occasion, including March 13, 2013, the Executor has represented to us that there are sufficient funds in the Estate to make the Gift, but refuses to make the Gift unless Petitioner meets the Executor's *personal* conditions.

24. The Executor claims that there are certain, purported "agreements" which contain such conditions for the Gift. We have made countless demands, and the Executor has never produced such purported "agreements."

25. Instead, the Executor has offered Petitioner an document, captioned "Settlement Agreement," which the Executor drafted long after the Will and Mr. Schwartz's death, and after we requested the distribution of the Gift. A true and correct copy of the proposed "Settlement Agreement" is attached to the Petition as Exhibit 14.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on May 2, 2013.



Paul Schiffman

Exhibit 2

Exhibit 2

LAST WILL AND TESTAMENT

OF

MILTON I. SCHWARTZ

FILED

OCT 11 4 23 PM '07

I, MILTON I. SCHWARTZ, domiciled in Clark County, Nevada, and a citizen of the United States, being of sound and disposing mind memory, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, and hereby revoke any and all Wills and Codicils at any time heretofore made by me.

FIRST: MARITAL AND FAMILY STATUS

I am married to ABIGAIL SCHWARTZ and any references to my "spouse" or my "wife" herein is to her. I have four (4) children now living, whose names and dates of birth are:

EILEEN JOANNA ZARIN	July 21, 1948
ROBIN SUE LANDSBURG	January 15, 1951
SAMUEL SCHWARTZ	June 8, 1953
A. JONATHAN SCHWARTZ	August 5, 1970

The terms "my child" and "my children" as used in this Will shall refer to the aforementioned children. The term "descendants" as used in this Will shall mean the blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted who was a minor at the date of adoption, that child or his descendants shall be considered as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

SECOND: BEQUESTS

2.1 Written Directions. I may leave one or more written directions disposing of items of personal and household articles. Each shall be effective only if (i) executed by me with all the formalities of a deed (i.e., witnessed and notarized), and (ii) delivered to the Trustees of the trust referred to in ARTICLE THIRD hereof prior to my death. Each may be dated before or after the date of this Will, but none shall be effective insofar as I have expressly revoked it by a similarly executed and delivered written instrument. If such a direction exists, (i) it shall be given effect as though its provisions were written here (in this Section) in this Will, and (ii) it shall take precedence over any contrary disposition of the same item or items of property in this Will (or in any Codicil hereto, unless such Codicil expressly overrides such direction). If there be more than one such unrevoked direction, to the extent they are in conflict, the one bearing the most recent date shall control.

2.2 Personal and Household Articles Not Subject to Written Directions. Subject to the foregoing provisions of Section 2.1, I give my jewelry, clothing, household furniture and furnishings, personal automobiles, and any other tangible articles of a personal nature; or my interest in any such property, not otherwise specifically disposed of by this will, or in any other manner, together with any insurance on the property, to my descendants who survive me, per stirpes, such descendants to make their shares as they shall agree. My Executor shall represent any beneficiary under age 18 in matters relating to any distribution under this Section 2.2, including selection of the assets that shall constitute that beneficiary's share, and my Executor in my Executor's discretion sell for the beneficiary's account any part of the beneficiary's share. Any property or its proceeds distributable to a beneficiary under age 18 pursuant to this Section 2.2 may be delivered without bond to any suitable person with whom the beneficiary resides or who has care of the beneficiary.

I direct that the expense of packing, shipping and delivering such property to said legatee, at said legatee's

Testator's Initials

MIS

residence or place of business, shall be paid by my Executor as an administration expense of my estate.

2.3 The Milton I. Schwartz Hebrew Academy. I hereby give, devise and bequeath the sum of five hundred thousand dollars (\$500,000.00) to the Milton I. Schwartz Hebrew Academy (the, "Hebrew Academy"). This gift is to be in the form of securities (stocks, bonds or cash) with the largest profit so that my estate can take advantage of the low cost basis and increased price as directed by my Executor in his sole discretion. If, at the time of my death, there is a bank or lender mortgage (the "mortgage") upon which I, my heirs, assigns, or successors in interest are obligated as a guarantor on behalf of the Hebrew Academy, the \$500,000.00 gift shall go first to reduce and or expunge the mortgage. In the event that the lender will not release my estate or my heirs, successors or assigns, no gift shall be given to the Hebrew Academy. In the event that no mortgage exists at the time of my death, the entire \$500,000.00 amount shall go to the Hebrew Academy for the purpose of funding scholarships to educate Jewish children only.

2.4 Landsburg Grandson's Gift. I hereby give, devise and bequeath the total sum of one hundred eighty thousand dollars (\$180,000.00); forty five thousand dollars (\$45,000.00) each to the following of my grandchildren upon my death in recognition of my appreciation and pride that I experienced upon hearing each of the following grandchildren chant a portion of the Torah at Benjamin Landsburg's Bar Mitzvah: Michael Landsburg; Zachary Landsburg; Benjamin Landsburg; Joshua Landsburg.

2.5 Distribution of Trust Assets of THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST. I created THE MILTON I. SCHWARTZ 1991 IRREVOCABLE TRUST on August 21, 1991 (herein, "MIS 1991 Trust"), which presently owns the home in which I reside commonly known as 2120 Silver Avenue, Las Vegas, Nevada (herein, the "home"). Under the terms of the MIS 1991 Trust, if I should die prior to the 13 years and 7 month term, I give, devise and bequeath the home to my wife, ABIGAIL SCHWARTZ, if she survives me, provided that she is married to and living with me at the time of my death.

2.6 Frances A. Martel. I hereby direct my Executor or the Successor-Trustee of the Milton I. Schwartz Revocable Family Trust, dated January 29, 1986 (herein, my "Executor") as the case may be, to give, devise and bequeath the sum of one thousand dollars (\$1,000.00) per month, each month, to Frances A. Martel (herein, "Martel") for so long as she shall live.

2.7 Termination of Gifts. I hereby terminate and revoke any gift to the following: Las Vegas Jewish Federation or any successor thereto; Las Vegas Jewish Federation Day School in Formation or any successor thereto. In the event that the revocation of these gifts in section 2.8 hereof shall be challenged in any way, I hereby give, devise and bequeath the sum of one dollar only (\$1.00) to each organization.

THIRD: RESIDUARY BEQUESTS

3.1 Residue to Trust. I give, devise and bequeath the residue of my estate to A. JONATHAN SCHWARTZ as Successor-Trustee, or any successor Trustees, of the trust designated as "THE MILTON I. SCHWARTZ REVOCABLE FAMILY TRUST" established January 29, 1986 and amended earlier today, of which I am the Grantor and the original Trustee. I direct that the residue of my estate shall be added to, administered and distributed as part of that trust, according to the terms of that trust and any amendments made to it before my death. To the extent permitted by law, it is not my intention to create a separate trust by this Will or to subject the trust or the property added to it by this Will to the jurisdiction of the Probate Court.

3.2 Incorporation by Reference. If the disposition in Section 3.1 is not operative or is invalid for any reason, or if the trust referred to in that Section fails or has been revoked, then I hereby incorporate by reference the terms of that trust, including any amendments thereto, and I give, devise and bequeath the residue of my estate to the Trustee named therein as Trustee, to be held, administered and distributed as provided in that instrument.

Testator's Initials MS

FOURTH: EXECUTOR

4.1 Appointment of Executor. I nominate, constitute and appoint A. JONATHAN SCHWARTZ, or in the event of his death, Robin Sue Landsburg, as Executor of this Will. If both shall for any reason fail to qualify or cease to act as such Executor, then I nominate Eileen Joanna Zarin as Executor in their place and stead. The term "my Executor" as used in this Will shall include any personal representative of my estate.

4.2 Waiver of Bond. No bond shall be required of any Executor nominated in this Will.

4.3 Appointment of Ancillary Fiduciaries. Should ancillary administration be necessary or advantageous in any jurisdiction and should my Executor be unable and or unwilling to act as my ancillary fiduciary, I nominate, constitute and appoint as ancillary fiduciary such qualified person or trust institution as my Executor shall from time to time designate (with retained right of removal) in a writing filed in the court having ancillary jurisdiction. Furthermore, all my ancillary fiduciaries shall at all times be subject to the directions of my Executor and the residuary estate of each ancillary administration shall be transmitted to my Executor as promptly as possible.

4.4 Election of Simplified Unsupervised Administration. If independent administration without certain court proceeding and supervision is to any extent permitted under the laws of any jurisdiction in which any part of my estate is being administered, I hereby elect such simplified mode(s) of administration and direct; to the greatest extent possible, settlement of my estate without the intervention of or accountings to any courts.

4.5 General Powers. In addition to, and not in limitation of the Executor's common law and statutory powers, and without order or approval of any court, I give and grant to my Executor the rights and powers to take any action desirable for the complete administration of my estate, including the power to determine what property is covered by general descriptions contained in this Will, the power to sell on behalf of my estate, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

4.6 Power Regarding Tax Returns. My Executor is authorized to file an income tax return for me and to pay all or any portion of the taxes due thereon. If any additional assessment shall be made on account of any income tax return which I have filed, my Executor is authorized to pay the additional assessment. The exercise of authority hereunder by my Executor shall be conclusive and binding on all persons.

4.7 Power to Make Tax Elections. My Executor has the authority to make the following choices

(a) Elect any valuation date for purposes of federal estate tax permitted by law which my Executor deems to be to the best advantage of the family considered as a whole rather than the advantage of those interested only in my estate, even to the extent of making the election in such a way that the federal estate tax is greater rather than less a result of such election, provided that in my Executor's discretion such is likely to be for the best advantage, present and future, of the family taken as a whole.

(b) Choose the methods of payment of federal estate taxes or state estate or inheritance taxes.

(c) Determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions. No beneficiary under this Will shall have any right to recoupment or restoration of any loss the beneficiary suffers as a result of the use of such deduction for one or the other of these purposes.

(d) Join with my spouse or the estate of my spouse in filing a joint income or gift tax return or returns for any arrears for which I have not filed returns prior to my death.

(e) Consent that any gifts made by me or my spouse have been made one-half by me and one-half by my spouse for gift tax purposes even though these actions may subject my estate to additional tax liabilities.

Testator's Initials 12-25

- (f) Allocate in my Executor's sole discretion, any portion of my exemption under Sec. 2631(a) of the Internal Revenue Code, as amended, to any property as to which I am the transferor, including any property transferred by me during life as to which I did not make an allocation prior to my death.
- (g) Exercise any other options or elections afforded by the tax law of the United States or of any other jurisdiction. My Executor may exercise this authority in my Executor's sole discretion; regardless of any other provisions in this Will or the effect on any other provisions of this Will or the effect on any person interested in my estate. No beneficiary under this Will shall be entitled to a compensating adjustment even though the exercise of these tax powers affects the size or composition of my estate or of any disposition under this Will. The determination of my Executor with respect to the exercise of the election shall be conclusive upon all affected persons.

4.8 Power to Select Property to be Distributed. I authorize my Executor, on any preliminary or final distribution of property in my estate, to partition, allot, and distribute my estate in kind, including undivided interests in my estate or any part of it, or partly in cash and partly in kind, or entirely in cash, in my Executor's absolute discretion. Any distribution or division in kind may be made on a proportionate or a non-proportionate basis so long as the respective assets allocated or distributed have equivalent or proportionate fair market values.

4.9 Power to Employ. My Executor may employ and compensate from my estate accountants, brokers, attorneys, investment advisors, custodians and others whose services are, in my Executor's discretion, necessary or convenient to the administration of the estate created herein. My Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate.

4.10 Continuance of Business. (a) I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my Executor in good faith, shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

4.10 (b) In connection with the business interests known as Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation, Nevada Star Cab Corporation, Besdew Limited Partnership, National Automotive, Ltd., Star Limousine, L.L.C. and all affiliates and related entities, and any successor companies thereto, and all real estate related thereto (herein "YCS"); as well as the real property commonly known as Jennifer Park, Jonathan Park, Michael Park, as well as any other real estate held by the Grantor's estate or real estate or investments invested in as proceeds from the sale of these properties; any investments whether equities, stocks, bonds, limited partnerships, cash or investments invested in as proceeds from the sale of these investments (herein, "investments"); the management of Americab, Roland Garage, all affiliates and related entities (herein "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab; as well as any other real estate or businesses of which the Grantor or his estate held or holds an interest in, the Grantor specifically nominates, constitutes and appoints his son, Executor, and Trustee, **A. JONATHAN SCHWARTZ** (herein, "JONATHAN"), to serve and represent his, his family's, estate's and Revocable Trust's interests, with respect thereto. **A. JONATHAN SCHWARTZ** is fully familiar with the details of these business interests and most capable of continuing the management of their affairs. Insofar as the Grantor has personally performed management duties and functions in the past, represented his or his family's interest at Board Meetings, TSA or TA Meetings, **JONATHAN** is hereby designated to continue in those capacities subject to the following conditions:

4.10 (c) In connection with management duties performed by **A. JONATHAN SCHWARTZ** for the Grantor, the Grantor's estate and Revocable Trust's interest in YCS and any successor companies thereto, and all real estate related thereto; **A. JONATHAN SCHWARTZ** shall receive a ninety three thousand eight hundred forty six (\$93,846.00) annual salary, increased by 2% each year (herein, "YCS Salary"). The YCS Salary shall be paid from a combination of both the Payroll and Director's Fees customarily received by the Grantor during his life. Furthermore, **A. JONATHAN SCHWARTZ** shall receive any medical insurance or other benefits as a Director of YCS as the Grantor received during his lifetime.

Testator's Initials LS

4.10 (d) JONATHAN'S management, control and decision making authority of YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of the Grantor's three remaining children or their representatives.

4.10 (e) Notwithstanding any provision herein contained to the contrary, all stock held or managed by Milton I. Schwartz at the time of his death or held in the Milton I. Schwartz Revocable Family Trust (January 29, 1986) in YCS, shall continue to be held, after Milton I. Schwartz's death, in the name of the Milton I. Schwartz Revocable Family Trust (January 29, 1986), A. Jonathan Schwartz, Trustee. JONATHAN'S duties as described within this section 4.02 shall continue for his lifetime or permanent disability.

4.10 (f) Notwithstanding any provision herein contained to the contrary, to the extent that the primary assets of YCS are sold, comprised of the entity names and transportation operations so that there are no further operations of YCS or its successors, and if the sales proceeds are distributed out to the respective owners of YCS, the Trustee shall distribute out said sales proceeds to each of the four family units as to twenty-five percent (25%) to each family unit.

4.10 (g) JONATHAN'S management, control and decision making authority on behalf of my estate's interest in YCS shall be limited only by the following: In the event that the primary assets of YCS (the taxicab and transportation operations) are to be sold, in order to provide consent to such a sale, JONATHAN must receive two additional votes of my three remaining children or their representatives.

4.10 (h) With regard to the management of Jennifer Park, Jonathan Park and all other income producing properties in which I or my estate holds an interest, JONATHAN shall receive a management fee in the amount of three percent (3%) of the annual base rent generated by the respective property, as he has received during my life, for property management services.

4.10 (i) In connection with JONATHAN'S property management services of the property commonly known as Michael Park, JONATHAN shall receive monthly compensation of one thousand six hundred sixty seven dollars (\$1,667.00) as he has received during my life.

4.10 (j) JONATHAN shall serve as President of Americab, Roland Garage, all affiliates and related entities (herein, "Americab"), and all related real estate and any successor companies thereto or companies or investments, invested in as proceeds from the sale of Americab.

4.11 Distribution to Minors. In the event any person entitled to receive distributions hereunder shall be a minor, or an incompetent, the distributions to that person shall be to the natural guardian of the legally appointed guardian, conservator or other fiduciary of the person or estate of that person (including, but not limited to, a custodian for the beneficiary under the Uniform Transfers to Minors Act in the state in which the beneficiary or custodian resides or any other state of competent jurisdiction), to be held and used exclusively for the benefit of that person. My Executor shall not be required to see to the application of any funds so paid or applied and the receipt of that guardian, conservator or other fiduciary of the person or estate of that person shall be complete acquittance of my Executor.

4.12 Power to Disclaim. My Executor is authorized to disclaim all or any portion of any bequest, devise or trust interest provided for me under any will or trust instrument. In particular, I authorize my Executor to exercise this authority in order to obtain advantageous results considering, in the aggregate, the taxes to be imposed on my spouse's estate and mine, even though this may cause some beneficiaries of my estate to receive less than they would otherwise have received.

4.13 Power to Transact with Trusts. My Executor is hereby authorized to purchase any property, and to make loans and advances, or to otherwise deal with, the Trustee of any trust, including, but not limited to, trusts wherein the Executor and Trustee shall be the same parties.

FIFTH: TESTAMENTARY DECLARATIONS

5.1. Revocation of Spouse's Right to Receive Annuity Payments. Pursuant to the provisions of Section 4.01 of each of THE ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, THE EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, THE SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST and THE

Testator's Initials ledg

A. JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, my wife has the right to receive certain annuity payments, subject to my power of revocation. I hereby revoke my wife's right to receive any such annuity payments.

5.2 Non-exercise of Powers of Appointment. I refrain from exercising any testamentary power of appointment that I may have at the time of my death.

5.3 Presumption of Survivorship. For purposes of this Will, a beneficiary shall not be deemed to have survived me if that beneficiary dies within 90 days' after my death.

5.4 Confirmation of Gifts. I hereby ratify and confirm all gifts made by me prior to my death, and I direct that none of those gifts should be deemed or construed to be an advancement to any beneficiary nor shall any gift be taken into account in the settlement of my estate.

5.5 Premarital Agreement. On January 26, 1993 I entered into a Premarital Agreement with my wife. I have made provisions in the trust referred to in ARTICLE THIRD hereof to carry out the provisions of said Agreement. I hereby direct my Executor to take any further actions necessary or appropriate to carry out the terms of said Agreement. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement in lieu of any other bequests or legacies to Abigail Schwartz, only to the extent agreed to in writing by Abigail Schwartz and myself, or as ordered in a judgment of a court of competent jurisdiction. Abigail Schwartz shall have no further interest in my estate, Will or trusts.

5.5 (b) Abigail Schwartz Outstanding Loan. As of January 7, 2004, an outstanding Promissory Note (herein, the "Note") existed between my wife and myself whereby my wife owes me or my estate two hundred thirty thousand dollars (\$230,000.00). To the extent that any balance is left remaining on the Note at the time of my death, any amounts to be paid to my wife from my estate, in accordance with our Premarital Agreement, shall be reduced by the amount of the balance on the Note.

SIXTH: MISCELLANEOUS

6.1 Incontestability. In the event any person authorized to receive any property hereunder commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein the person authorized to receive property or the counseled person (1) seeks to void, nullify or set aside all or any part of my Will; (2) seeks to void, nullify or set aside any trust of which I am a grantor or trustee, or both; or (3) makes a claim which is based upon any alleged act or omission by me, individually, or in my capacity as trustee, executor, partner, officer or director, or in any other capacity; or (4) directly or indirectly contests or calls into question the discretionary decisions of the Executor or Trustee hereunder, then I revoke any share or interest in my estate given under this Will or in the trust referred to in ARTICLE THIRD hereof to the person making the claim, to the counseling person, and to the descendants of each of them, and such share or interest shall be immediately disposed of by termination of the appropriate trust or trust or otherwise, as if such claimant or counseling person had predeceased me without descendants. This provision shall remain in effect from my death until no trust under the trust referred to in ARTICLE THIRD hereof is in existence, whether or not the administration of my estate has been completed. If any provision of this Article is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective.

6.2 Tax Contribution. I direct that every specific and general gift, devise or bequest given under this Will or any Codicil hereto shall be delivered free of all estate and inheritance taxes and that such taxes be paid out of the residue of my estate. I further direct that no legatee, devisee or beneficiary hereunder, or beneficiary under any of my life insurance policies, or any surviving joint tenant, or any trustee of any private trust of mine which shall be in existence at the time of my death, shall be called upon to make any contributions toward the payment of any estate or inheritance taxes.

6.3 No Interest on Specific Bequests. I direct that no interest be paid on any specific bequest herein.

Testator's Initials

JS

6.4 Severability If any part or parts of this Will shall be invalid, illegal or inoperative, it is my intention that the remaining parts shall stand and be effective and operative.

6.5 Gender and Number. As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

6.6 Headings. The headings, titles and subtitles in this Will have been inserted for convenient reference, and shall be ignored in its construction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February

2004.

Milton I. Schwartz
MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us that the foregoing instrument, consisting of seven (7) pages, including the affidavit signed by us as witnesses, was his Will dated January __, 2004, and requested us to act as witnesses to it. He thereupon signed this Will in our presence all of us being present at the same time. We now at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

[Signature]
Residing At:
1465 Verde Triandos Dr.
Henderson, NV 89012

Beverley J. Jones
Residing At:
1511 Surf Drive
Henderson, NV 89015

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

Then and there personally appeared the within named Richard B. Newman and Beverley J. Jones who, being duly sworn, depose and say:

That they witnessed the execution of the within Will of the within named Testator, MILTON I. SCHWARTZ; that the Testator subscribed the Will and declared the same to be his Will in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution appeared to be of full age and of sound mind and memory and under no constraint; and that they make this Affidavit at the request of the Testator.

[Signature]

Beverley J. Jones

SUBSCRIBED and SWORN to before me

This 5th day of February, 2004.

Jeannette Meitz
Notary Public

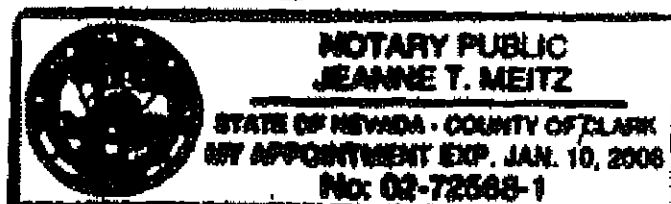


Exhibit 3

Exhibit 3

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

Organizational fee: \$1.00
BY: George Rudian
Suite 610
302 E. Carson Av.
Las Vegas, Nevada 89101

FEB 27 1980

ARTICLES OF INCORPORATION

WIL SWACHTMAN, SECRETARY OF STATE

OF

THE HEBREW ACADEMY

S

KNOW ALL MEN BY THESE PRESENTS:

THAT, pursuant to the provisions of N.R.S. 81.290 to 81.340 we, the undersigned, have this day associated ourselves together for the purpose of engaging in certain educational, religious, scientific and charitable activities, as follows:

ARTICLE I

NAME

This corporation shall be known as:

THE HEBREW ACADEMY

ARTICLE II

PURPOSE

This corporation is, and shall at all times be, a non-profit corporation organized solely for educational, religious, scientific and charitable purposes, which shall include, but not necessarily be limited to the following:

A. To conduct private schools providing both secular education and special Judaic studies, from the grade school through the high school level, for children of Jewish families as well as for non-Jewish children whose families desire to expose them to the benefits of inter-cultural education.

B. To afford its students the opportunity of absorbing the Jewish cultural heritage through courses in Hebrew language and Jewish history, literature, customs, law, ethics, and religion.

C. To encourage, inspire, and foster the

1 academic, social, moral and religious growth of its
2 students, to the end that each child may achieve his
3 own maximum potential as a human being, and acquire a
4 sensitivity to the problems, needs, and cultural heritage
5 of his fellow human beings of all races, nationalities,
6 faiths, and creeds.

7 D. To foster in its students an appreciation
8 for learning and intellectual achievement.

9 E. To provide scholarships and other forms of
10 financial aid to worthy students whose families are
11 financially unable to pay for their tuition in whole, or
12 in part.

13 ARTICLE III

14 PRINCIPAL OFFICE

15 The County in this State where the principal office for
16 the transaction of the business of the corporation is to be located
17 is the County of Clark, State of Nevada.

18 ARTICLE IV

19 TRUSTEES

20
21 The governing board of the corporation shall be known
22 as the Board of Trustees and shall consist of eleven (11) members.
23 The term of office of each trustee shall be one (1) year which
24 shall coincide with the school year as set forth in the By-Laws
25 of the corporation.

26 Eight (8) of the Trustees, to be known as the "Member-
27 ship Trustees", shall be elected at an annual meeting of the
28 members of the corporation. Every family which has one or more
29 children enrolled as students in the Hebrew Academy during the
30 semester in which the annual meeting of the members is held, shall
31 be considered a member of the corporation, and shall be entitled,
32 as a member, to cast one (1) vote for each trustee to be elected

1 at the annual meeting, irrespective of the number of children
2 enrolled in the school.

3 Of the other three (3) Trustees, to be known as the
4 "Organizational Trustees", one (1) shall be elected annually by the
5 Board of Trustees of the Jewish Federation, one (1) by the Board
6 of Trustees of Temple Beth Shalom, and one (1) by the Board of
7 Trustees of Congregation Ner Tamid, each of which organizations
8 shall certify to the Board of Trustees of this corporation, the
9 "Organizational Trustees" so selected.

10 If, for any reason, the Trustees shall not be elected
11 at the time and in the manner provided herein, or in the By-Laws,
12 the Trustees then in office shall continue to serve as Trustees
13 until their successors shall have been elected.

14 The number of Trustees may, from time to time, be
15 increased or decreased to the number of no fewer than seven (7),
16 and the method for the election of the Trustees may be changed,
17 by the By-Laws, or an amendment to the By-Laws, of the corporation
18 in that regard without the necessity of amending these Articles of
19 Incorporation.

20 The names and places of residence of the non-organiza-
21 tional Trustees chosen to serve from the time of incorporation
22 through the first school year, which Trustees are also the
23 incorporators signing these Articles of Incorporation, are as
24 follows:

25	(1) DENNIS SABBATH	(5) GEORGE RUDIAK
26	300 S. Fourth St., #1505	302 E. Carson, #610
	Las Vegas, NV 89101	Las Vegas, NV 89101
27	(2) ARNE ROSENCRANTZ	(6) KALMAN APPEL
28	309 Rosemary Lane	1413 S. 17th Street
	Las Vegas, NV 89107	Las Vegas, NV 89104
29	(3) CAROLYN GOODMAN	(7) GERT RENTCHLER
30	2000 Bannies Lane	1201 S. Rancho Dr.
	Las Vegas, NV 89102	Las Vegas, NV 89102
31	(4) ALVIN D. BLUMBERG, M.D.	(8) MELANIE GREENBERG
32	4330 S. Burnham, #140	1530 Bonita Avenue
	Las Vegas, NV 89109	Las Vegas, NV 89104

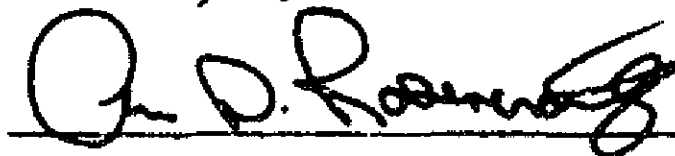
1 ARTICLE VI

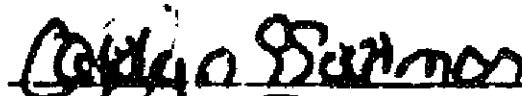
2 DISSOLUTION

3 Upon the dissolution of the Corporation, the Board of
4 Trustees, after paying, or making provision for payment, of all
5 the debts, obligations, and liabilities of the Corporation, shall
6 dispose of all the remaining assets of the Corporation exclusively
7 for the purposes for which this Corporation was organized by dis-
8 tributing such assets in such manner, or to such organization or
9 organizations, organized and operated exclusively for educational,
10 religious, scientific or charitable purposes as shall at the time
11 qualify as exempt organizations under Section 501(c)(3) of the
12 Internal Revenue Code of 1954, as amended, or as the same may here-
13 after be amended (or the corresponding provision of any future
14 Internal Revenue laws of the United States) as the Board of
15 Trustees of this Corporation shall determine to be proper. Any
16 assets not so disposed of, shall be disposed of by the Eighth
17 Judicial District Court of the State of Nevada in and for the
18 County of Clark by ordering the distribution thereof for such
19 purposes, or to such organization or organizations, as said Court
20 may determine, to be organized and operated as near as may be for
21 the purposes for which this Corporation is organized.

22 IN WITNESS WHEREOF, we have executed these presents
23 this 20th day of February, 1980.

24 

25 

26 

27 

28 

Kalman Appel
Geri Rentchler
Melanie Greenberg

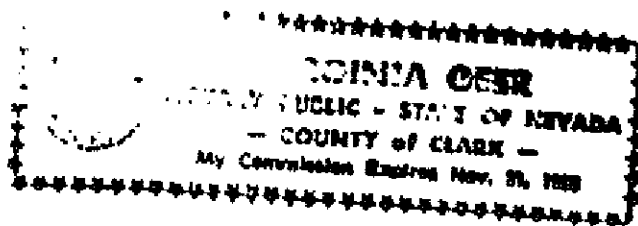
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STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

On this 20th day of February, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DENNIS SABBATH, ARNE ROSENCRANTZ, CAROLYN GOODMAN, ALVIN D. BLUMBERG, M.D., GEORGE RUDIAK, KALMAN APPEL, GERI RENTCHLER, MELANIE GREENBERG known to me to be the persons mentioned in, and who executed the foregoing instrument, and duly acknowledge to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Virginia Geer
NOTARY PUBLIC in and for said
County and State.
VIRGINIA GEER

My commission expires:



STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

Job: C20130412-0697
April 12, 2013

Special Handling Instructions:

C20130412-0697
DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE
SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED
EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
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Fax (775) 684-7138



Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller", written over a horizontal line.

ROSS MILLER
Secretary of State

Exhibit 4

Exhibit 4

FILED
OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

AUG 22 1990

ANDRE SUE DIA PAPA SECRETARY OF STATE

FILING FEE: \$10.00 DE C58270
GANG & BERKLEY/FREDERIC I. BERKLEY
415 SO. SIXTH ST., STE. 101
LAS VEGAS, NV 89101

CERTIFICATE OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
THE HEBREW ACADEMY
A Nevada Non-Profit Corporation

10. 1073-80

The undersigned, being the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, hereby certify as follows:

1. The original Articles of Incorporation were filed in the Office of the Secretary of State for the State of Nevada on the 27th day of February, 1980.

2. That on the 14th day of August, 1989, at a special meeting of the Board of Trustees of said corporation, duly called and convened, at which a quorum for the transaction of business was present, notice of said meeting having been previously waived by the Trustees of said corporation in writing, the following resolution was adopted by the Board of Trustees of said corporation:

RESOLVED: That it is advisable and in the best interests of this Corporation that its Articles of Incorporation be amended by changing the language of Article I of said Articles to read as follows:

ARTICLE I

This corporation shall be known as:

THE MILTON I. SCHWARTZ HEBREW ACADEMY



IN WITNESS WHEREOF, the undersigned, the President and Secretary of the Board of Trustees of THE HEBREW ACADEMY, a

///

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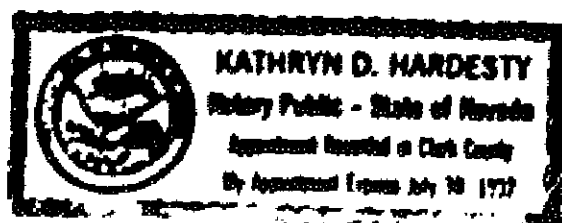
Nevada non-profit corporation, have executed and acknowledged these presents this 14th day of August, 1990.


MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

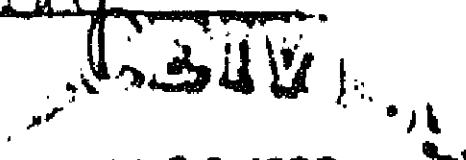
STATE OF NEVADA)
 SS:
COUNTY OF CLARK)

On this 13th day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, MILTON I. SCHWARTZ, known to me to be the President, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.




NOTARY PUBLIC


AUG 22 1990

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On this 14 day of August, 1990, personally appeared before me, a Notary Public in and for said County and State, LENARD E. SCHWARTZER, known to me to be the Secretary, and who is authorized to execute this instrument on behalf of THE HEBREW ACADEMY, a Nevada non-profit corporation. He acknowledged to me that he executed this instrument and, upon oath, did depose and say that he is the officer of the corporation as designated above, that he is acquainted with the seal of the corporation, and that the seal affixed to this instrument is the corporate seal of the corporation; that the signatures on this instrument were made by the officers of the corporation as indicated after their signatures; that the corporation executed this instrument freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.


NOTARY PUBLIC



STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
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LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

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Certificate Number: C20130412-0697
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online at <http://www.nvsos.gov/>

Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller", written over a horizontal line.

ROSS MILLER
Secretary of State

Exhibit 5

Exhibit 5

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

Filing Fee \$25.00 C32919

OCT 19 1994

1073-80

The Milton I. Schwartz Hebrew Academy

CHERYL A. LAU SECRETARY OF STATE

Name of Corporation

10

We the undersigned Ira David Sternberg and
President or Vice President (or Chairman)

Robert Rakita of The Milton I. Schwartz Hebrew Academy
Secretary or Assistant Secretary Name of Corporation

do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the 25th
day of August, 1994, adopted a resolution to amend the original articles as follows:

Article I is hereby amended to read as follows:

This corporation shall be known as:

THE HEBREW ACADEMY

RECEIVED

SEP 29 1994

Secretary of State

Ira David Sternberg
President or Vice President (or Chairman)
Robert Rakita
Secretary or Assistant Secretary

State of NEVADA
County of Clark } ss.

On September 13th 1994, personally appeared before me, a Notary Public,

Ira D. Sternberg and Robert C. Rakita, who acknowledged
Names of Persons Appearing and Signing Document

that they executed the above instrument.

Terry Bothmann
Signature of Notary



TERRY BOTHMANN
Notary Public - Nevada
(NOTARY STAMP OR SEAL)
Clark County

My comm. exp. Mar. 25, 1996

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
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Carson City, NV 89701-4069
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LIONEL, SAWYER & COLLINS

Job: C20130412-0697
April 12, 2013

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Payments

Type	Description	Amount
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Total		\$215.00

Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

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Respectfully,

A handwritten signature in dark ink, appearing to read "Ross Miller", written over a horizontal line.

ROSS MILLER
Secretary of State

Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

Exhibit 6

Exhibit 6

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

- NRS 82.356 -

MAR 21 1997

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(after first meeting of directors)

No. 1073-80

THE HEBREW ACADEMY

Name of Corporation

Dean Heller
DEAN HELLER, SECRETARY OF STATE

We the undersigned Jacalyn Glass-Wolfson

President or Vice President

Geri Rentchler

of The Hebrew Acad

Secretary or Assistant Secretary

Name

Filed in the office of

Document Number

C1073-1980-010

Dean Heller

Filing Date and Time

03/21/1997 12:00 AM

Dean Heller

Secretary of State

State of Nevada

Entity Number

C1073-1980

do hereby certify:

That the public officers or other persons, if any, required by the articles have approved the amendment. The vote of the members (if there are members) and directors by which the amendment was adopted is as follows: members n/a, and directors 4.

They hereby adopt the following amendment(s) to the articles of incorporation:

Article number(s) I is amended to read as follows:

This corporation shall be known as The Milton I. Schwartz Hebrew Academy

Jacalyn Glass-Wolfson

President or Vice President (or Chairman)

Geri Rentchler

Secretary or Assistant Secretary

State of NEVADA

County of CLARK

ss.

On 11th Day of December 1996, personally appeared before me, a Notary Public,

Jacalyn Glass-Wolfson and Geri Rentchler, who acknowledged

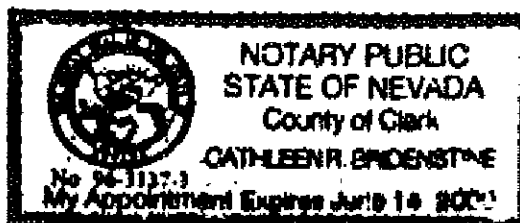
Names of Persons Appearing and Signing Document

that they executed the above instrument.

Cathleen L. Bridgman

Signature of Notary

(NOTARY STAMP OR SEAL)



STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
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LIONEL, SAWYER & COLLINS

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ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
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20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



Certified By: F Lincoln
Certificate Number: C20130412-0697
You may verify this certificate
online at <http://www.nvsos.gov/>

Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".


ROSS MILLER
Secretary of State

Exhibit 7

Exhibit 7



ROSS MILLER
 Secretary of State
 284 North Carson Street, Ste 1
 Carson City, Nevada 89701-4299
 (775) 884 5708
 Website: secretaryofstate.biz

Filed in the office of 	Document Number 20080195694-74
Ross Miller Secretary of State State of Nevada	Filing Date and Time 03/21/2008 11:20 AM
	Entity Number C1073-1980

**Nonprofit Amendment
 (After First Meeting)**
 (PURSUANT TO NRS 81 AND 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nonprofit Corporations
 (NRS Chapters 81 and 82 - After First Meeting of Directors)

1. Name of corporation:

The Milton I. Schwartz Hebrew Academy

2. The articles have been amended as follows (provide article numbers, if available):

Article I is hereby deleted in its entirety and replaced with the following: "This Corporation shall be known in perpetuity as 'The Dr. Miriam and Sheldon G. Adelson Educational Institute'."

See attachment for additional amendments.

3. The directors (or trustees) and the members, if any, and such other persons or public officers, if any, as may be required by the articles have approved the amendment. The vote by which the amendment was adopted by the directors and members, if any, is as follows: directors ☒ and members ☒.

4. Officer Signature (Required):

X

Signature

Title

*A majority of a quorum of the voting power of the members or as may be required by the articles, must vote in favor of the amendment. If any proposed amendment would alter or change any preference or any relative or other right given to any class of members, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of a majority of a quorum of the voting power of each class of members affected by the amendment regardless of limitations or restrictions on their voting power. An amendment pursuant to NRS 81.21 0 requires approval by a vote of 2/3 of the members.

FILING FEE: \$50.00

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State AM 01-02 April 2007
 Revised on 01/07/07

Attachment to
Certificate of Amendment to Articles of Incorporation
of The Milton I. Schwartz Hebrew Academy

Article II is hereby amended by adding a paragraph at the end of Article II to state the following specific language: "The schools conducted by the corporation shall be community schools of mixed gender, not affiliated with a specific denomination of Judaism. Students in the schools shall not be required to pray. Male students shall be strongly recommended (but not required) to wear a kippa during prayer and other religious ceremonies. Also, no student shall be required to wear a kippa at any time."

Article IV is hereby deleted in its entirety and replaced with the following specific language: "The governing board of the corporation shall be known as the Board of Trustees and the Board of Trustees shall constitute the corporation. The term of office of each Trustee shall be three years. The number of Trustees may from time to time be increased or decreased by the Board of Trustees but in no event shall the number of Trustees be fewer than seven (7) or more than twenty (20). If for any reason a Trustee shall not be elected in the time and manner provided for herein, or in the Bylaws, such Trustee shall continue to serve as Trustee until his or her successor has been elected."

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LIONEL, SAWYER & COLLINS

Job: C20130412-0697
April 12, 2013

Special Handling Instructions:

C20130412-0697

DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL INSTITUTE
SENT: ARTICLES/AMENDMENTS/LIST 2007 FORWARD/CERTIFIED
EMAILED RMICHIE@LIONELSAWYER.COM 4/12/13 FAB

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Entity Copies	00003876091-74		30	\$2.00	\$60.00
Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
24-HR Copy Expedite	00003876091-74		1	\$125.00	\$125.00
Total					\$215.00

Payments

Type	Description	Amount
Billed	750046	\$215.00
Total		\$215.00

Credit Balance: \$0.00

Job Contents:

NV Corp Certified Copy Request Cover 1
Letter(s):

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

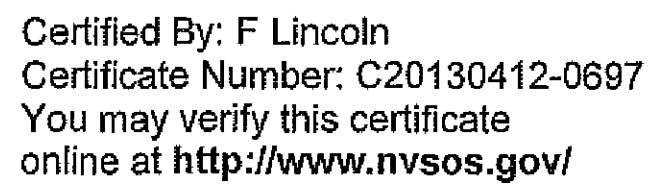
April 12, 2013

Job Number: C20130412-0697
Reference Number: 00003876091-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C1073-1980-001	Articles of Incorporation	6 Pages/1 Copies
C1073-1980-003	Amendment	4 Pages/1 Copies
C1073-1980-005	Amendment	3 Pages/1 Copies
C1073-1980-007	Amendment	1 Pages/1 Copies
C1073-1980-008	Amendment	1 Pages/1 Copies
C1073-1980-010	Amendment	1 Pages/1 Copies
C1073-1980-012	Amendment	1 Pages/1 Copies
20070003515-43	Annual List	1 Pages/1 Copies
20080084895-54	Annual List	1 Pages/1 Copies
20080195694-74	Amendment	2 Pages/1 Copies
20080586063-38	Amended List	1 Pages/1 Copies
20090255488-73	Annual List	1 Pages/1 Copies
20100102296-53	Annual List	1 Pages/1 Copies
20110048708-01	Annual List	2 Pages/1 Copies
20120024437-45	Annual List	2 Pages/1 Copies
20120851508-32	Annual List	2 Pages/1 Copies

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



1-2-011 *[Signature]*

ROSS MILLER
Secretary of State

Exhibit 8

Exhibit 8

FIRST CODICIL **FILED**

TO

OCT 11 4 23 PM '07

LAST WILL & TESTAMENT

OF

Chris [Signature]
CLERK OF THE COURT

MILTON I. SCHWARTZ
(Will dated February 5th, 2004)

I, MILTON I. SCHWARTZ, declare that I am a resident of Las Vegas, County of Clark, State of Nevada, and that this is the First Codicil to my Last Will and Testament dated February 5, 2004.

DECLARATIONS AND RECITALS

WHEREAS, my currently effective Last Will & Testament was executed on February 5, 2004 in Las Vegas, Nevada (herein "Will").

WHEREAS, I hereby ratify, confirm and republish my Will dated February 5, 2004 in every respect. If any part of the Will or my First Codicil is inconsistent, this First Codicil dated January 27, 2006 shall govern (hereinafter, the "First Codicil").

NOW, THEREFORE, I, MILTON I. SCHWARTZ, being of sound and disposing mind and memory and having heretofore executed my Last Will & Testament, bearing the date of February 5, 2004 and not acting under duress, menace, fraud or undue influence of any person, do hereby make, publish and declare the following to be the First Codicil to my Last Will and Testament:

I.

I hereby amend Article "Second", Section 2.5 of my Will entitled "Bequests" as follows:

The purpose of the Milton I. Schwartz 1991 Irrevocable Trust, dated August 21, 1991 has been satisfied (hereinafter, "MIS 1991 Trust") as follows: My wife, Abigail Richlin Schwartz (hereinafter, "Abigail") has relinquished all rights to that certain property located at 2120 Silver Avenue, Las Vegas, NV 89102 (hereinafter, the "Residence"). I, Milton I. Schwartz, no longer have any duty to purchase the Residence from the MIS 1991 Trust and gift it to Abigail. Abigail has accepted a payment of One Million Dollars (\$1,000,000.00) less a debt owed from Abigail to me in the amount of Two Hundred Thirty Thousand Dollars (\$230,000.00) for a total payment from me to Abigail in the amount of Seven Hundred Seventy Thousand Dollars (\$770,000.00) (hereinafter, "Consideration"). The Consideration was paid to Abigail August of 2004. Therefore, I hereby cancel, revoke, repudiate and terminate section 2.5 of Article Second of my Will. Abigail shall have no rights to ownership of the Residence. Notwithstanding the foregoing, provided Abigail and I are married and living together at my death, Abigail shall have the right to live at the Residence for a period of one year rent free from the date of my death. Should Abigail choose not to inhabit the residence personally, any right to occupy the Residence shall terminate.

II.

I hereby amend Article Fourth, entitled "Executor", section 4.10 (c) only, of my Will as follows:

In connection with management duties performed by **A. JONATHAN SCHWARTZ** for or on behalf of the Grantor, the Grantor's estate and the Milton I. Schwartz Revocable Trust, dated January 29, 1986, Ninth Amendment dated February 5, 2004 (hereinafter, "Revocable Trust") or any successor entity thereto regarding Yellow, Checker, Star Cab Companies

(hereinafter, "YCS") and any successor companies thereto, and all real estate related thereto; A. **JONATHAN SCHWARTZ** shall receive that Payroll, Director's fees, medical insurance and all other benefits (hereinafter "YCS Director's Salary") customarily received by me (Milton I. Schwartz) as a Director of YCS during my life. To the extent that the Board of Directors of YCS amends or changes the YCS Director's Salary after my death, A. **JONATHAN SCHWARTZ's** YCS Salary shall be amended to equal that of the respective YCS Directors. If any portion of this First Codicil shall conflict with the Revocable Trust, this First Codicil shall govern.

III.

I hereby amend Article Fifth of my Will, titled Testamentary Declarations, section 5.5 as follows:

On January 26, 1993 I entered into a Premarital Agreement (hereinafter, the "Premarital Agreement") with my wife, Abigail Richlin Schwartz (hereinafter, "Abigail") which was amended October 26, 1994, (hereinafter, the "October 1994 Amendment"), was the subject of a Reconciliation Agreement dated December 24, 1996 (hereinafter, the "Reconciliation Agreement"), was amended April 9, 1997 (hereinafter, the "1997 Amendment") and amended October of 2004 (hereinafter, the "October 2004 Amendment"). I hereby affirm, ratify confirm and republish the Premarital Agreement, the October 1994 Amendment, the Reconciliation Agreement, the 1997 Amendment and the October 2004 Amendment by reference as if set forth in full hereinafter. I hereby direct my Executor to take any action necessary or appropriate to carry out the terms of the Premarital Agreement, the October 1994 Amendment, the Reconciliation Agreement, the 1997 Amendment and the October 2004 Amendment. I hereby instruct my representatives to fulfill the terms and provisions of the Premarital Agreement, the


Reconciliation Agreement, the October 1994 Amendment, the 1997 Amendment and the October 2004 Amendment in lieu of any other bequests or legacies to Abigail, only to the extent agreed to in writing by Abigail and myself. Abigail shall have no further interest in my estate, Will or trusts other than what is provided for in the Premarital Agreement, the Reconciliation Agreement, the October 1994 Amendment, the 1997 Amendment and the October 2004 Amendment.

IV.

I hereby amend Article Fifth of my Will, titled Testamentary Declarations, section 5.5 (b) as follows:

As of January 2006, Abigail Schwartz currently has no outstanding loans to me or my estate. The balance on the Note has been satisfied in full.

I subscribe my name to this FIRST CODICIL this 27 day of January, 2006.


MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us, the undersigned, that this instrument, consisting of five (5) pages, including the page signed by us as witnesses, was his FIRST CODICIL to LAST WILL AND TESTAMENT, and requested that we act as witnesses to it. He thereupon signed this First Codicil in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

William P SHRANKO residing at 2012 Fort Halifax Henderson NV
Witness Name Witness Address 89052

Sheila L. Robertson, residing at 4174 Don Bonito, LVNV 89121
Witness Name Witness Address

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

Then and there personally appeared the within named William R Shranko and Sheila L Robertson who, being duly sworn, depose and say:

That they witnessed the execution of the within First Codicil to Last Will and Testament, dated February 5, 2004, of the within named Testator, MILTON I. SCHWARTZ, that the Testator subscribed the First Codicil and declared the same to be the First Codicil to his Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution of the First Codicil appeared to them to be of sound mind and memory; and that they make this Affidavit at the request of the Testator.

William P Shranko
Witness Signature

Sheila L Robertson
Witness Signature

SUBSCRIBED and SWORN to before me
this 27th day of January, 2006.

Maranda Jo Fisher
NOTARY PUBLIC in and for said County and State.

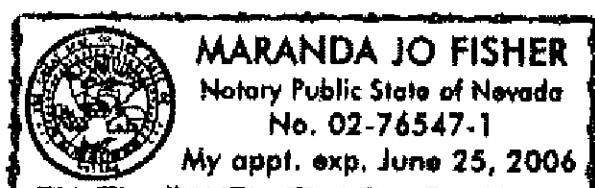


Exhibit 9

Exhibit 9

SECOND CODICIL
TO
LAST WILL & TESTAMENT
OF

MILTON I. SCHWARTZ
(Will dated February 5th, 2004)
(First Codicil dated January 27, 2006)

I, MILTON I. SCHWARTZ, declare that I am a resident of Las Vegas, County of Clark, State of Nevada, and that this is the Second Codicil to my Last Will and Testament dated February 5, 2004.

DECLARATIONS AND RECITALS

WHEREAS, my currently effective Last Will & Testament was executed on February 5, 2004 in Las Vegas, Nevada (herein "Will").

WHEREAS, I executed a currently effective First Codicil to my Will dated January 27, 2006 ("First Codicil").

WHEREAS, I married Abigail Richlin Schwartz ("Abigail") on January 28, 1993.

WHEREAS, Abigail and I are parties to both a valid and enforceable Premarital Agreement dated January 26, 1993 (the "Premarital Agreement"), and a Reconciliation Agreement dated December 24, 1996 ("Reconciliation Agreement"), an Addendum to Reconciliation Agreement dated April 9, 1997 ("Addendum to Reconciliation"), a Second Addendum To Reconciliation Agreement dated October 1, 1999 ("Second Addendum To Reconciliation Agreement") and an Addendum to Premarital Agreement dated October 28, 2004 ("Addendum to Premarital Agreement"), all of which shall be incorporated as if set forth in full

herein by reference and referred to as the "Marital Agreements". I hereby ratify, confirm and republish the Marital Agreements except as modified below herein.

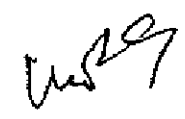
WHEREAS, I executed an Affidavit dated March 30, 2006 stating my decision to divorce Abigail which shall be incorporated by reference as if set forth in full herein ("Affidavit").

WHEREAS, I hereby ratify, confirm and republish my Will dated February 5, 2004 and my First Codicil in every respect. Notwithstanding the foregoing, if any part of the Will or my First Codicil dated January 26, 2006 is inconsistent, this Second Codicil dated July 31, 2006 shall govern and control (hereinafter, the "Second Codicil").

NOW, THEREFORE, I, MILTON I. SCHWARTZ, being of sound and disposing mind and memory and having heretofore executed my Last Will & Testament, bearing the date of February 5, 2004 and my First Codicil dated January 27, 2006 and not acting under duress, menace, fraud or undue influence of any person, do hereby make, publish and declare the following to be the Second Codicil to my Last Will and Testament:

I.

I informed my wife, Abigail Richlin Schwartz ("Abigail") of my decision to divorce her on March 29, 2006. Due to my decision to divorce Abigail, and because we are not living together as husband and wife, I hereby cancel, revoke and terminate any bequest or gift to Abigail whatsoever within my Will, First Codicil, Premarital Agreement, the Reconciliation Agreement, the Addendum to Reconciliation Agreement, the Second Addendum to Reconciliation Agreement, the Addendum to Premarital Agreement, and any other written agreements that may exist between Abigail and myself. Abigail shall share in no part of the various trusts created by me. There are no oral agreements between Abigail and myself. Abigail



shall share in no part of my estate whatsoever.

II.

Notwithstanding the terms of section 4.9 of my Will, to the extent that my Executor is also a Director of Yellow, Checker, Star Cab Companies (hereinafter, "YCS") and receives Director's Fees, Director's Salary and other direct pecuniary payments as a Director in the amount of \$272,000.00 or more annually, my Executor shall receive no compensation for his or her role as Executor. The foregoing calculation of Director's Fees, Salary and pecuniary payments (\$272,000.00) (hereinafter, "Director's Salary") shall not include any benefits, financial or otherwise, attributable to travel expenses, health insurance, sports box benefits, and any distributions of cash flow or profits as an owner or shareholder of YCS, National Automotive, Besdew or any successors thereto. However, my Executor is authorized to employ any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the administration of my estate, but said firm or affiliate of my Executor shall be uncompensated therefor while a Director of YCS receiving the Director's Salary. In the event that my estate is no longer an owner of YCS or the Director receives substantially less than the foregoing Director's Salary, my Executor is expressly authorized to employ and compensate any firm with which my Executor may be associated to perform any services that are in my Executor's opinion necessary or convenient to the

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///

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WAG

administration of my estate.

I subscribe my name to this SECOND CODICIL this 2/ day of July, 2006.

MILTON I. SCHWARTZ

On the date last above written, MILTON I. SCHWARTZ declared to us, the undersigned, that this instrument, consisting of five (5) pages, including the page signed by us as witnesses, was his SECOND CODICIL to LAST WILL AND TESTAMENT, and requested that we act as witnesses to it. He thereupon signed this Second Codicil in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

LMH, residing at 1410 W. Scales Way
 Witness Name Witness Address

Witness Name residing at Witness Address

STATE OF NEVADA)

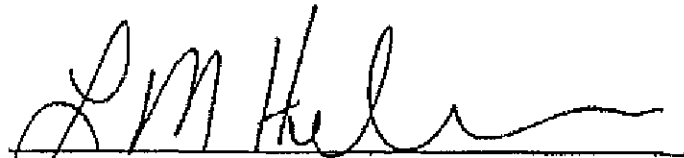
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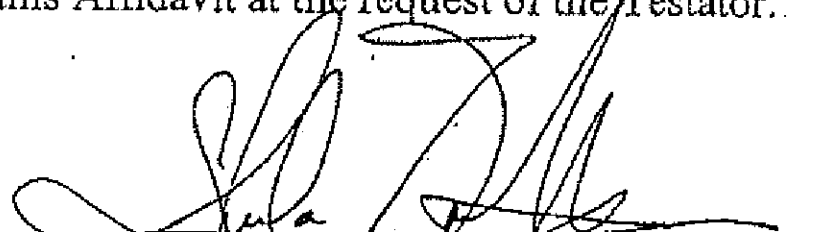
COUNTY OF CLARK)

Then and there personally appeared the within
named Lynn Henderson and
Sheila Robertson who, being duly sworn, depose and say:
That they witnessed the execution of the within Second Codicil to Last Will and

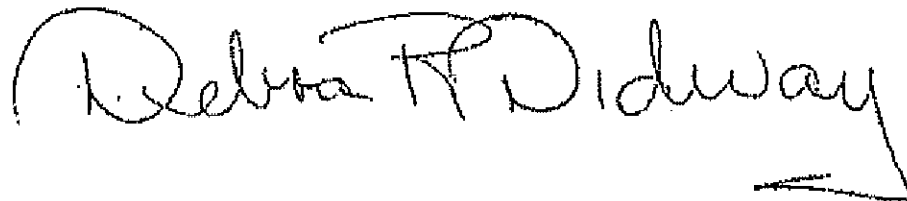
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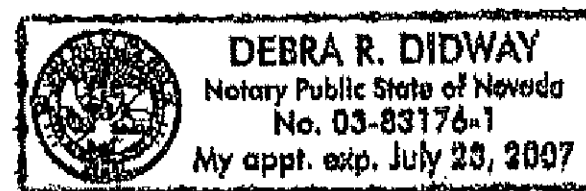
Testament, dated February 5, 2004, of the within named Testator, MILTON I. SCHWARTZ, that the Testator subscribed the Second Codicil and declared the same to be the Second Codicil to his Last Will and Testament in their presence; that they thereafter subscribed the same as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; that the Testator at the time of the execution of the Second Codicil appeared to them to be of sound mind and memory; and that they make this Affidavit at the request of the Testator.


Witness Signature


Witness Signature

SUBSCRIBED and SWORN to before me
this 21st day of July, 2006.





NOTARY PUBLIC in and for said County and State

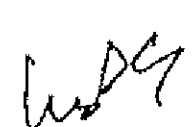


Exhibit 10

Exhibit 10

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Chg. Coll.	Account	Officer	Initials
\$1,810,000.00	12-06-2007	12-06-2010	100338216	6902	22962	068	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: THE MILTON I. SCHWARTZ HEBREW ACADEMY,
A NEVADA NON-PROFIT CORPORATION
9700 W. HILLPOINTE RD.
LAS VEGAS, NV 89134

Lender: Bank of Nevada
West Sahara Regional Office
2700 W. Sahara Avenue
Las Vegas, NV 89102
(702) 248-4200

PAID
12-10

Principal Amount: \$1,810,000.00

Date of Note: December 6, 2007

PROMISE TO PAY. THE MILTON I. SCHWARTZ HEBREW ACADEMY, A NEVADA NON-PROFIT CORPORATION ("Borrower") promises to pay to Bank of Nevada ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Eight Hundred Ten Thousand & 00/100 Dollars (\$1,810,000.00), together with interest on the unpaid principal balance from December 6, 2007, until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule: 12 monthly consecutive interest payments, beginning January 6, 2008, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum; 23 monthly consecutive principal and interest payments of \$10,528.92 each, beginning January 6, 2009, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum; and one principal and interest payment of \$1,743,339.72 on December 6, 2010, with interest calculated on the unpaid principal balances at an interest rate of 4.880% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied to Finance Charges first; then to unpaid principal; then to late charges and other charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Bank of Nevada, West Sahara Regional Office, 2700 W. Sahara Avenue Las Vegas, NV 89102.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business; the insolvency of Borrower; the appointment of a receiver for any part of Borrower's property; any assignment for the benefit of creditors; any type of creditor workout; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nevada.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada. (Initial Here VC)

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, any trust accounts for which setoff would be prohibited by law, or monies in any accounts that were received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors'

benefits, supplemental security income benefits and disability insurance benefits. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by a Deed of Trust dated December 6, 2007, to a trustee in favor of Lender on real property located in CLARK County, State of Nevada.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

DISHONORED ITEM FEE. I may be charged a fee if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

DUE ON SALE - CONSENT OF LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Bank of Nevada West Sahara Regional Office 2700 W. Sahara Avenue Las Vegas, NV 89102.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE MILTON I. SCHWARTZ HEBREW ACADEMY, A NEVADA NON-PROFIT CORPORATION

By: 

VICTOR CHAITIEL, Chairman/President of THE
MILTON I. SCHWARTZ HEBREW ACADEMY, A
NEVADA NON-PROFIT CORPORATION

Exhibit 11

Exhibit 11

STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH - SECTION OF VITAL STATISTICS
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION SEE
HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED-NAME FIRST Milton	1b. MIDDLE I	1c. LAST SCHWARTZ	2. DATE OF DEATH (Mo/Day/Year) August 09, 2007	3a. COUNTY OF DEATH Clark
3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas	3c. HOSPITAL OR OTHER INSTITUTION-Name (If not either, give street and number) Valley Hospital Medical Center	3d. If Hosp. or Inst. Indicate DOA, DPEmer. Rm. Inpatient (Specify) Inpatient	4. SEX Male	
5. RACE (e.g., White, Black, American Indian) (Specify) White	6. Was Decedent of Hispanic Origin? If yes, specify Mexican, Cuban, Puerto Rican, etc. Non-hispanic	7a. AGE-Last birthday (Years) 85	7b. UNDER 1 YEAR MOS DAYS HOURS MINS	7c. UNDER 1 DAY HOURS MINS
8a. STATE OF BIRTH (If not U.S.A., name country) New York	9b. CITIZEN OF WHAT COUNTRY United States	10. EDUCATION 12	11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced	12. SURVIVING SPOUSE (if wife, give maiden name)
13. SOCIAL SECURITY NUMBER 052-12-9515	14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired) Entrepreneur	14b. KIND OF BUSINESS OR INDUSTRY Various		
15a. RESIDENCE - STATE Nevada	15b. COUNTY Clark	15c. CITY, TOWN OR LOCATION Las Vegas	15d. STREET AND NUMBER 2293 Duneville Street	15e. INSIDE CITY LIMITS (Specify Yes or No) No
16. FATHER - NAME (First Middle Last Suffix) Samuel SCHWARTZ	17. MOTHER - NAME (First Middle Last Suffix) Gussie KOPPELMAN			
18a. INFORMANT-NAME (Type or Print) Jonathan SCHWARTZ	18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) 440 Pinnacle Heights Las Vegas, Nevada 89146			
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Removal from State	19b. CEMETERY OR CREMATORY - NAME New Montefiore Cemetery	19c. LOCATION City or Town State Farmingdale New York		
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED	20b. FUNERAL DIRECTOR LICENSE 50	20c. NAME AND ADDRESS OF FACILITY King David Memorial Chapel 2697 E Eldorado Ln Las Vegas NV 89120		
TRADE CALL - NAME AND ADDRESS Riverside Naussau North Chapel 55 N. Station Plaza Great Neck NY 11020				
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) [Signature]	21b. DATE SIGNED (Mo/Day/Yr) 8/10/07	21c. HOUR OF DEATH 17:17	22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)	22b. DATE SIGNED (Mo/Day/Yr)
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			22c. HOUR OF DEATH	22d. PRONOUNCED DEAD (Mo/Day/Yr)
22e. PRONOUNCED DEAD AT (Hour)				
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Oscar Batugal MD 2501 W Charleston Las Vegas Nevada 89102	23b. LICENSE NUMBER 8269			
24a. REGISTRAR (Signature) [Signature]	24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) AUG 10 2007	24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) Respiratory failure DUE TO, OR AS A CONSEQUENCE OF: (b) Respiratory pneumonia DUE TO, OR AS A CONSEQUENCE OF: (c)	Interval between onset and death	Interval between onset and death	Interval between onset and death	
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I. Bowel obstruction	26. AUTOPSY (Specify Yes or No) No	27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No		
28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)	28b. DATE OF INJURY (Mo/Day/Yr)	28c. HOUR OF INJURY	28d. DESCRIBE HOW INJURY OCCURRED	
28e. INJURY AT WORK (Specify Yes or No)	28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)	28g. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE		

STATE REGISTRAR



"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED
SEAL OF THE SOUTHERN NEVADA
HEALTH DISTRICT

Lawrence K. Sands, D.O., M.P.H.
Registrar of Vital Statistics

By:

Date Issued: AUG 14 2007

Exhibit 12

Exhibit 12

ORIGINAL

6

1 CC18
2 Steven J. Oshins, Esq., Bar No. 5732
3 Heidi C. Freeman, Esq., Bar No. 8458
4 Kristen E. Simmons, Esq., Bar No. 9187
5 Oshins & Associates
6 1645 Village Center Circle, Suite 170
7 Las Vegas, NV 89134
8 (702)341-6000
9 Attorneys for Petitioner

FILED

JAN 30 4 38 PM '08

CR
CLERK COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

11 In the Matter of the Estate of
12 MILTON I. SCHWARTZ,
13 Deceased

Case No. P61300
LETTERS TESTAMENTARY

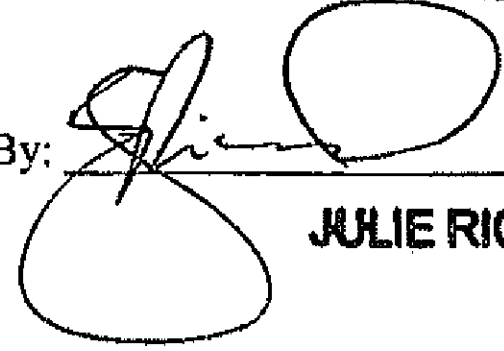
15 Date of Hearing: N/A
16 Time of Hearing: N/A

17 On January 11, 2008, an Order of the Court was entered admitting to probate the decedent's
18 Will dated February 5, 2004, and two Codicils to said Will dated January 27, 2006 and July 21,
19 2006, respectively, and appointing A. JONATHAN SCHWARTZ, as Executor of the decedent's
20 estate, and who having qualified is hereby authorized to act and have the authority and shall
21 perform the duties of Executor.

22 In testimony of which I have this date signed these letters and affixed the seal of this
23 Court.

24 Dated: JAN 30 2007

~~SHIRLEY D. PARRAGUIRRE~~, Clerk

By: , Deputy Clerk

JULIE RICHMOND

CLERK OF THE COURT

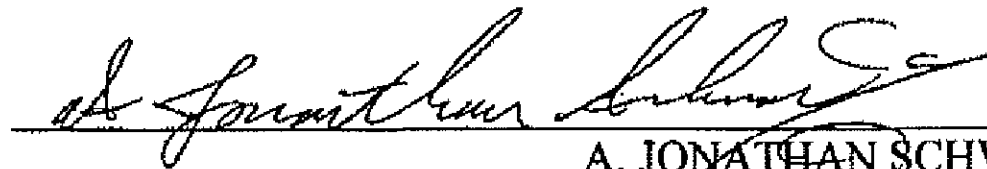
JAN 30 2008

RECEIVED

OATH

STATE OF Nevada }
COUNTY OF Clark } :ss

I, A. JONATHAN SCHWARTZ, whose mailing address is 2293 Duneville Street, Las Vegas, NV 89146, solemnly affirm that I will faithfully perform according to law the duties of Executor.



A. JONATHAN SCHWARTZ

SUBSCRIBED AND SWORN TO before me

this 25th day of January, 2008.


NOTARY PUBLIC

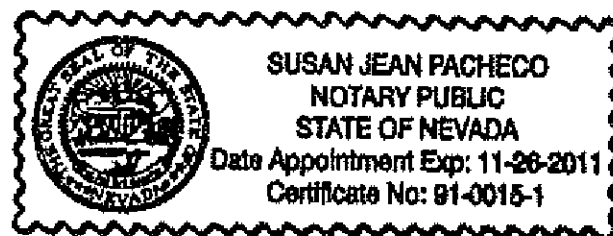


Exhibit 13

Exhibit 13

From: Jonathan Schwartz (jonathan@miltson.com)
To: paul.schiffman@adelsoncampus.org;
Date: Tue, March 9, 2010 11:44:33 AM
Cc:
Subject: Fw: Milton I. Schwartz Hebrew Academy Agreement

Paul:

So you know, the email below and attachments were sent to Victor last Friday. I'm awaiting a response. Thank you.

Jonathan Schwartz

----- Forwarded Message -----

From: Jonathan Schwartz <jonathan@miltson.com>
To: vchaitel@redhillsventures.com; jonathan@miltson.com
Sent: Fri, March 5, 2010 11:39:36 AM
Subject: Milton I. Schwartz Hebrew Academy Agreement

Victor:

It was a pleasure meeting with you and Paul Schiffman on Wednesday of this week. I always enjoy seeing the school!

As I discussed with you, I have talked about the various issues concerning the Bequest with my family since our meeting on Wednesday. Because of the various discussions I had with you and others regarding the Bequest, the attached Agreement is necessary. The Agreement makes sure that my Dad's intent is respected and followed (the "Agreement"). Primarily, the Agreement memorializes that which the School is already doing to commemorate my Dad's nearly thirty (30) year devotion to the School and its predecessors. Further, the Agreement makes sure that the original intent of the Board is complied with when it named the school; the Milton I. Schwartz Hebrew Academy. This Agreement doesn't attempt to "leverage" anything.

In speaking with my family, the one thing that we respectfully request is that you and the current Board restore the 2008 era logo of the Milton I. Schwartz Hebrew Academy to the letter-head and all other "Media". The logo was removed without discussion with my family and we believe it is reasonable and fitting for the Logo to remain on the letter-head and Media. The Agreement simply memorializes minimum guarantees so that my Dad's commemoration as the founder of the Milton I. Schwartz Hebrew Academy isn't eroded. The Agreement does not negatively effect the gifts made by Mr. Adelson, nor their commemoration as currently respected.

The only reason I put a deadline of signature by Monday is that I need to know by then so that I can sell some securities to make the funds available for the Bequest on Friday. Please forward your signed copy of the Agreement to me by either email or fax (702-387-8770). I hope that we can bring these matters to a close so that we can all approach the School with joy in our hearts moving forward. Good Shabbos!

Jonathan Schwartz

Exhibit 14

Exhibit 14

DRAFT

AGREEMENT BETWEEN THE ESTATE OF MILTON I. SCHWARTZ
AND THE MILTON I. SCHWARTZ HEBREW ACADEMY

This Agreement (the "Agreement"), made and entered into this _____ day of March, 2010 by and between the Estate of Milton I. Schwartz ("Estate"), the Milton I. Schwartz Revocable Family Trust ("Trust"), by and through its Executor and Trustee, A. Jonathan Schwartz ("Schwartz") and the Milton I. Schwartz Hebrew Academy ("MISHA") and the Adelson Educational Campus and/or the Adelson School (collectively, "Adelson School"), by and through its President, Victor Chaitiel ("Chaitiel") with reference to the following facts:

- A. At section 2.3 of the Last Will and Testament of Milton I. Schwartz dated February 5, 2004 (the "Will"), the Will provides, in pertinent part, a bequest to the MISHA in the amount of \$500,000 in the form of securities (stocks, bonds or cash) with the largest profit so that the Estate can take advantage of the low cost basis and increased price as directed in the sole discretion of the Executor (Jonathan Schwartz) (the "Bequest"). The purpose of the Bequest is to fund scholarships for Jewish children only ("Purpose").
- B. Pursuant to the Clark County Assessors Office, the MISHA is situated on the land known as (parcel number 138-19-516-001) (the "Land").
- C. The term the "School" or the "Schools" herein shall refer collectively to the Milton I. Schwartz Hebrew Academy, the Adelson School, and/or the Adelson Educational Campus.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties promise, covenant and agree as follows:

- (1) Contingent upon all signatories execution of the Agreement by March 8, 2010 and delivery of the Agreement by that date to Schwartz, the Bequest shall be made to MISHA no later than March 12, 2010.
- (2) The school located on the Land (grades Pre-K through Fourth) and at any new location shall be known in perpetuity as the *Milton I. Schwartz Hebrew Academy*. Any and all by-laws, agreements, articles of incorporation, operating agreements or other documents associated with the Schools located on the Land or at any new location shall heretofore, and in perpetuity, identify grades Pre-K through Fourth as the *Milton I. Schwartz Hebrew Academy*.
- (3) The MISHA shall prominently depict signage on the face of the building housing the Pre-K through Fourth grades (facing Hillpointe Ave.) (situated on the Land) and at any new location, and at all entrances thereto, exclusively identifying it (and regularly maintaining it) as the *Milton I. Schwartz Hebrew Academy* so that it is clearly evident to the public that it is known as the *Milton I. Schwartz Hebrew Academy*. The sign facing Hillpointe Ave., located on the MISHA as of March 3, 2010 is acceptable to Schwartz.

DRAFT

DRAFT

- (4) All letter-head, stationary, correspondence, promotional material, websites, business cards, fundraisers, advertisements, etc. (hereinafter, "Media") associated with the Schools shall clearly and prominently identify the *Milton I. Schwartz Hebrew Academy* as grades Pre-K through Fourth in perpetuity. All Media shall depict a logo bearing the name, the Milton I. Schwartz Hebrew Academy (in bold, all capped letters), no smaller than any other logo located on the face of said Media, to be reasonably approved of by the Trust and the Schools ("Logo"). The foregoing shall be completed no later than the start of the 2010-2011 school year. For purposes of clarification, the 2008 Logo of the Milton I. Schwartz Hebrew Academy which appeared on that certain tax receipt dated May 28, 2008 (attached hereto) is acceptable with the exception that the wording "MILTON I. SCHWARTZ" shall be in all capital letters, bolded.
- (5) The interior main entrance of the MISHA shall prominently house a painting and/or photograph of Milton I. Schwartz ("MIS") in perpetuity to be approved of by Schwartz, which shall include a plaque listing Milton I. Schwartz and identifying Milton I. Schwartz as the founder of the Milton I. Schwartz Hebrew Academy.
- (6) The website of the Schools shall prominently (in perpetuity) list the MISHA as grades Pre-K through Fourth and shall include a description as follows:
- The Milton I. Schwartz Hebrew Academy is home to the lower school, grades pre-K through Fourth. The Milton I. Schwartz Hebrew Academy was established in 1988 through the generosity of Las Vegas businessman Milton I. Schwartz and others who answered a need in the Southern Nevada community for a strong secular and Judaic educational institution for elementary school-aged children.*
- (7) When the Bequest is funded, it shall act to satisfy in full any obligation, liability or duty of Milton I. Schwartz, the Estate of the Trust toward or associated with the MISHA or the Adelson School. Upon MISHA's receipt of the Bequest, a full and final release of Milton I. Schwartz, the Estate, the Trust, A. Jonathan Schwartz and the heirs, assigns and beneficiaries of Milton I. Schwartz, the Estate or Trust shall be effectuated.
- (8) The MISHA shall supply the Estate of Milton I. Schwartz and the Milton I. Schwartz Revocable Family Trust (at the direction of the Trust) with a receipt for tax purposes from the MISHA listing its IRS 501 (c)(3) non-profit tax id number for the Bequest.
- (9) As specified in the Will, the Bequest shall be used solely for the purpose of funding scholarships for Jewish children only at the MISHA.
- (10) Once per year, the MISHA agrees to reasonably cooperate with members of the Milton I. Schwartz family, at a time when it would not interfere with school activities, for the Schwartz Family's access to the School for viewing and verification of compliance with

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the foregoing terms and conditions. The Schwartz Family, its agents, etc. shall indemnify and hold harmless the School for its access to the premises.

- (11) Miscellaneous. This Agreement constitutes the entire Agreement between the Estate, the Trust, Schwartz, the Schwartz Family, its heirs, assigns, and beneficiaries and the MISEA, Adelson School and/or the Adelson Educational Campus. This Agreement confirms the understanding of the parties regarding the naming rights of the Estate of Milton I. Schwartz with regard to the Schools. No amendment, alteration or withdrawal of the Agreement shall be valid or binding unless made in writing and signed by each of the parties affected by such provision. This Agreement shall be binding upon the heirs, successors and assignees of all of the parties associated with the Schools. Each of the parties acknowledges that it has been advised to obtain legal counsel of its own choosing regarding this Agreement and that it has availed itself of said legal counsel. The terms and conditions of this Agreement shall not be construed against any party regardless of whom the Agreement was drafted by. No party to this Agreement shall assign its right or delegate its duties hereunder without the prior written consent of the other parties. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited or invalid under applicable law, the remainder of such provision and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement represents a settlement of disputed facts. In the event of any dispute or litigation concerning the terms of this Agreement, the prevailing party shall receive reimbursement for its reasonable legal fees. Each of the signatories to this Agreement warrant and certify that they have the authority to execute the Agreement in the capacity indicated herein. This Agreement may be executed in counterparts which all together shall constitute one Agreement binding on all parties. This Agreement shall be construed under the laws of the State of Nevada.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this Agreement as of the date first written above.

Estate of Milton I. Schwartz,
A. Jonathan Schwartz, Executor

Milton I. Schwartz Hebrew Academy,
Victor Chaltiel, President

Milton I. Schwartz Revocable Family
Trust, A. Jonathan Schwartz, Trustee

The Adelson School, Victor Chaltiel,
President

DRAFT

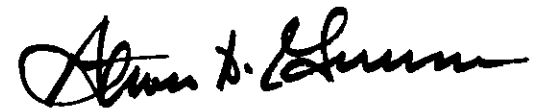
DRAFT

The Adelson Educational Campus, Victor
Chailiel, President

DRAFT

DRAFT

Exhibit 2



CLERK OF THE COURT

1 **SUPP**
MARK A. SOLOMON, ESQ.
2 Nevada State Bar No. 00418
msolomon@sdfnvlaw.com
3 ALAN D. FREER, ESQ.
Nevada State Bar No. 7706
4 afreer@sdfnvlaw.com
STEVEN E. HOLLINGWORTH, ESQ.
5 Nevada State Bar No. 7753
shollingworth@sdfnvlaw.com
6 SOLOMON DWIGGINS & FREER
9060 West Cheyenne Avenue
7 Las Vegas, Nevada 89129
Telephone: (702) 853-5483
8 Facsimile: (702) 853-5485

9 *Attorneys for Respondent, A. Jonathan Schwartz*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 In the Matter of the Estate of) Case No. P061300
14 MILTON I. SCHWARTZ,) Department No. 26/Probate
15 Deceased.)
16)
17)

18 **SUPPLEMENT TO PETITION FOR DECLARATORY RELIEF TO INCLUDE**
19 **REMEDIES OF SPECIFIC PERFORMANCE AND MANDATORY INJUNCTION**

20 A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz ("Estate"), by and
21 through his attorneys, Mark A. Solomon, Alan D. Freer, and Steven E. Hollingworth of the law
22 firm of Solomon Dwiggins & Freer, Ltd., does hereby supplement his Petition for Declaratory
23 Relief to add specific performance and mandatory injunction claims.

24 **I. INTRODUCTION AND OVERVIEW**

25 This Supplement focuses on The Dr. Miriam and Sheldon G. Adelson Educational Institute
26 ("Adelson Campus") and/or the Hebrew Academy's attempt to further defraud and/or mislead the
27 Estate concerning its rights with respect to the naming rights of the Hebrew Academy. For
28 purposes of judicial economy (*see* NRS § 132.010), the Estate hereby incorporates by reference all

1 factual assertions, legal propositions, and exhibits contained in or filed concurrently with the
2 Petition for Declaratory Relief pending before this Court.

3 **A. THE HEBREW ACADEMY PROMISED THE DECEDENT THAT IT**
4 **WOULD CHANGE ITS NAME TO THE TO THE MILTON I. SCHWARTZ**
5 **HEBREW ACADEMY IN EXCHANGE FOR THE DONATIONS THAT**
6 **MILTON MADE TO THE HEBREW ACADEMY.**

7 In August 1989, Milton I. Schwartz donated \$500,000 to the Hebrew Academy in return
8 for which it would guarantee that its name would change in perpetuity to the “Milton I. Schwartz
9 Hebrew Academy.”¹ The Board of Directors of the Hebrew Academy memorialized this agreement
10 in its minutes from its August 14, 1989 special meeting² and its Bylaws adopted on December 18,
11 1990.³ Amended articles of incorporation were filed on August 22, 1990, changing the name of
12 the Hebrew Academy to the “Milton I. Schwartz Hebrew Academy.” In addition, by deed executed
13 April 9, 1991, the Hebrew Academy conveyed the underlying property on which the Hebrew
14 Academy operated to the “Milton I. Schwartz Hebrew Academy, a Nevada non-profit
15 corporation.”⁴

16 The Hebrew Academy’s perpetual obligations and promises were recognized by its board
17 members at various times over the years. For example, on July 17, 1992, board member Lenard

18 ¹ See Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993 at ¶4, attached
19 as Exhibit 1 to Petition for Declaratory Relief previously filed on May 28, 2014.

20 ² See Minutes of the Board of Trustees, Special Meeting, August 14, 1989 (“A letter should
21 be written to Milton Schwartz stating the Academy will be named after him”), attached as Exhibit
22 2 to Petition for Declaratory Relief previously filed on May 28, 2014; Certificate of Amendment
23 of the Articles of Incorporation of the Hebrew Academy, attached as Exhibit 3 to Petition for
24 Declaratory Relief previously filed on May 28, 2014.

25 ³ See Bylaws (12/18/1990), Article I(1) (“The name of the corporation is The Milton I.
26 Schwartz Hebrew Academy (hereinafter referred to as The Academy) and shall [sic] remain so
27 in perpetuity”), attached as Exhibit 4 to Petition for Declaratory Relief previously filed on May
28 28, 2014.; *see also* Bylaws (April 13, 1999), Section 1.01 (“The name of the Corporation is the
Milton I. Schwartz Hebrew Academy and will remain so in perpetuity”), attached as Exhibit 5 to
Petition for Declaratory Relief previously filed on May 28, 2014.

⁴ See Quitclaim Deed, attached as Exhibit 6 to Petition for Declaratory Relief previously filed
on May 28, 2014.

1 E. Schwartzer, Esq. acknowledged to Milton, "It's your school, it has your name on it forever."⁵
2 Likewise, when the Academy became embroiled in a dispute with Milton in 1992, board member
3 Tamar Lubin offered to return Milton's \$500,000 donation made in 1989.⁶ Such offer further
4 evidences an acknowledgment by the Hebrew Academy that Milton's gifts were conditional, not
5 simply gratuitous in nature.

6 In addition to cash gifts, Milton guaranteed the debts of the Hebrew Academy until the
7 debts were paid in full after his death. Milton made all of his contributions and guarantees in
8 reliance on the Hebrew Academy's agreement and the representations. However, the Hebrew
9 Academy failed to keep its end of the bargain and on October 19, 1994, filed amended articles of
10 incorporation removing his name from the school. During this period when the school no longer
11 bore his name, Milton ceased making donations to the Hebrew Academy.⁷

12 On May 23, 1996, the Hebrew Academy agreed to restore its name to the "Milton I.
13 Schwartz Hebrew Academy" and amend its articles of incorporation accordingly.⁸ Amended
14 articles were filed on March 21, 1997. In addition to restoring its former name, the Hebrew
15 Academy agreed to implement the following actions to prominently display the full name of the
16 "Milton I. Schwartz Hebrew Academy" on signage, stationery, letterhead, and brochures:

17 Restore the marker in front of the Hebrew Academy identifying it
18 as the "Milton I. Schwartz Hebrew Academy."

19 Change the Hebrew Academy's formal stationary [sic] to include its
20 full name, the "Milton I. Schwartz Hebrew Academy," in a form
21 consistent with this letterhead and include our full name on future
22 brochures.

22 ⁵ See Letter from Lenard E. Schwartzer dated July 17, 1992, attached as Exhibit 7 to Petition
23 for Declaratory Relief previously filed on May 28, 2014.

24 ⁶ See Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12, attached as Exhibit 8 to Petition
25 for Declaratory Relief previously filed on May 28, 2014.

26 ⁷ See Spreadsheet of Contributions, attached as Exhibit 9 to Petition for Declaratory Relief
27 previously filed on May 28, 2014.

28 ⁸ See Letter from Dr. Roberta Sabbath, School Head, dated May 23, 1996 attached as Exhibit
10 to Petition for Declaratory Relief previously filed on May 28, 2014.

1 Where practicable, display the full name of the Hebrew Academy.
2 In print advertising of sufficient size, the full name of the school
3 will be displayed in a design consistent with the letterhead. Where
4 impractical by reason of size, utilization of voice media, informal
correspondence, informal memoranda, etc., and in answering the
telephone, the school will utilize the shorthand version of its name
as Hebrew Academy or simply, its logo.⁹

5
6 The Hebrew Academy further informed Milton that “you can rest assured it is the intention of the
7 School Head and the School’s Officers and Directors that the utilization of the school’s full name
8 will be consistent with an intent to recognize and honor your contribution and assistance.”¹⁰

9 In reliance on this agreement and these representations from the Hebrew Academy, Milton
10 resumed making monetary contributions to the Academy up until his death, in the additional
11 amount of approximately \$500,487.¹¹ His total lifetime contributions were approximately
12 \$1,010,656.66.¹² Also in reliance on the Hebrew Academy’s agreement and promise, on February
13 5, 2004, Milton executed a will providing a bequest of \$500,000 to the Milton I. Schwartz Hebrew
14 Academy.

15 Notwithstanding the substantial donations made by Milton, the Hebrew Academy violated
16 its contractual obligations and promise by filing amended articles of incorporation changing the
17 corporate name to the “Dr. Miriam and Sheldon G. Adelson Educational Institute.”

18 **SEVENTH CLAIM FOR RELIEF**

19 **(Specific Performance)**

20 After remedying its prior breach in 1996, the Board maintained its assurances to Milton that
21
22
23

24 ⁹ *Id.*

25 ¹⁰ *Id.*

26 ¹¹ *See* Spreadsheet of Contributions, attached as Exhibit 9 to Petition for Declaratory Relief
27 previously filed on May 28, 2014.

28 ¹² *Id.*

1 the Hebrew Academy would perpetually bear his name.¹³ Based on the Board's agreement and
2 representations to Milton at the time of the execution of the will and until his death, Milton
3 understood and expected that the Hebrew Academy was obligated to bear his name in perpetuity.¹⁴
4 This understanding was reflected in Milton's own sworn testimony: "Affiant donated \$500,000 to
5 the Hebrew Academy in return for which it would guaranty that its name would change in
6 perpetuity to the Milton I. Schwartz Hebrew Academy."¹⁵

7 Milton's express intent as reflected in the will, therefore, was not to benefit a charitable
8 organization generally, but to benefit an entity *bearing his name perpetually*. Had Milton known
9 that the Hebrew Academy would remove his name almost immediately following his death, he
10 would not have made the bequest. This is evident by the fact that he took vigorous action against
11 the Hebrew Academy during his lifetime to remedy breaches by the Hebrew Academy, and he
12 ceased making donations until it changed its name back to the Milton I. Schwartz Hebrew
13 Academy.

14 Because there is no existing entity named after Milton I. Schwartz on a perpetual basis, the
15 Estate seeks an order from this Court compelling the Hebrew Academy to specifically perform the
16 guaranty that it would bear Milton's name in perpetuity by changing its name back to the Milton
17 I. Schwartz Hebrew Academy.

18 **EIGHTH CLAIM FOR RELIEF**

19 **(Injunctive Relief)**

20 The above referenced allegations demonstrate that the Hebrew Academy has breached its
21 agreement and promises, and as a direct result of the Hebrew Academy's breach, the Estate faces
22 the prospect of immediate, severe and irreparable injury. As such, the Estate seeks the entry of a
23

24 ¹³ See, e.g., Bylaws (April 13, 1999), Section 1.01 ("The name of the Corporation is the Milton
25 I. Schwartz Hebrew Academy and will remain so in perpetuity"), attached as Exhibit 5 to Petition
for Declaratory Relief previously filed on May 28, 2014.

26 ¹⁴ See Supplemental Affidavit of Milton I. Schwartz at paragraph 4, attached as Exhibit 1 to
27 Petition for Declaratory Relief previously filed on May 28, 2014.

28 ¹⁵ *Id.*

1 permanent injunction prohibiting the Hebrew Academy from referring to itself as the Adelson
2 Campus.”

3 **WHEREFORE**, the Executor requests that the Court enter an Order granting the relief set
4 forth in the instant Petition and specifically grant the following relief:

5 1. That this Court compel the Hebrew Academy to specifically perform the agreement
6 entered into with Milton by changing its name back to the Milton I. Schwartz Hebrew Academy;
7 and

8 2. That this Court enjoin the Hebrew Academy from referring to itself as the “Adelson
9 Campus.”

10 **DATED** this 28th day of May, 2014.

11 SOLOMON DWIGGINS & FREER, LTD.

12

13

14

By: 

15

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 00418

16

ALAN D. FREER, ESQ.

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Attorneys for Respondent

22

23

24

25

26

27

28

CERTIFICATE OF MAILING

I hereby certify that on May 28, 2014, I mailed a true and correct copy of the
SUPPLEMENT TO PETITION FOR DECLARATORY RELIEF to the following, by
depositing the same in the United States Postal Service, postage fully prepaid and addressed to the
last known address as follows:

Maximiliano D. Couvillier, III
Ketan D. Bhirud
Kendal L. Davis
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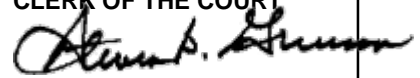
Las Vegas Jewish Federation
(aka Jewish Federation of Las Vegas)
2317 Renaissance Drive
Las Vegas, NV 89119

Las Vegas Federation Day School
c/o Jewish Federation of Las Vegas
2317 Renaissance Drive
Las Vegas, NV 89119



An employee of SOLOMON DWIGGINS & FREER, LTD.

Exhibit 3



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*Attorneys for A. Jonathan Schwartz,
Executor of the Estate of Milton I. Schwartz*

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Estate of:

MILTON I. SCHWARTZ,

Deceased.

Case No.: P-07-061300-E
Dept.: 26/Probate

**JUDGMENT ON THE DR. MIRIAM AND SHELDON G. ADELSON EDUCATIONAL
INSTITUTE'S PETITION TO COMPEL DISTRIBUTION, FOR ACCOUNTING, AND
FOR ATTORNEYS' FEES**

The Dr. Miriam and Sheldon G. Adelson Educational Institute's Petition to Compel Distribution, for Accounting, and for Attorneys' Fees (the "Petition") came on for trial before the Court, Honorable Gloria Sturman, District Judge, presiding.

After considering all evidence admitted at trial and the jury's verdict, it is hereby

ORDERED, ADJUDGED AND DECREED that The Dr. Miriam and Sheldon G. Adelson Educational Institute's Petition is **DENIED** in its entirety; it is further


ORDERED, ADJUDGED AND DECREED that The Dr. Miriam and Sheldon G. Adelson Educational Institute takes nothing by way of its Petition; it is further

1 **ORDERED, ADJUDGED AND DECREED** that the Petition, and the claims made
2 therein, are **DISMISSED** on the merits with prejudice.

3 Dated this 18th day of February, 2019.

4
5 
6 DISTRICT COURT JUDGE

7 Submitted by:

8 
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