Case No. 78341

In the Supreme Court 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,

us.

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

Respondent.

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APPEAL

from the Eighth Judicial District Court, Clark County The Honorable GLORIA J. STURMAN, District Judge District Court Case No. 07-P061300-E

APPELLANT'S APPENDIX VOLUME 28 PAGES 6751-7000

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Entered on October 4, 2018 83 Notice of Entry of Order Denying the Estate's Motion for Reconsideration of		Estate's Motion for Post-Trial Relief		25	6001
Notice of Entry of Order Denying the Estate's Motion for Reconsideration of 10/05/18 19 4563–4566		from Judgment on Jury Verdict			
Estate's Motion for Reconsideration of		Entered on October 4, 2018			
	83	Notice of Entry of Order Denying the	10/05/18	19	4563–4566
the Court's Order Granting Summary		Estate's Motion for Reconsideration of			
the Court's Order Granding Dunmary		the Court's Order Granting Summary			

	Judgment on the Estate's Claim for Breach of Oral Contract and the Adelson Campus' Countermotion to Strike the August 14, 2018 Declaration of Jonathan Schwartz an All Attached Exhibits in Support			
25	Notice of Entry of Order Granting Motion to Modify November 12, 2013 Order and/or Limit Discovery; and Order Denying the Dr. Miriam and Sheldon G. Adelson Educational Institute's Ex Parte Application (with notice) Countermotion to Continue the February 11, 2014 Hearing to Allow Discovery Commissioner to Resolve Discovery Dispute	03/07/14	3	691–696
24	Notice of Entry of Order Regarding Deposit of Funds in Blocked Account at Morgan Stanley	03/07/14	3	685–690
43	Notice of Entry of Order Regarding the Adelson Campus' Motion for Protective Order	05/08/17	6	1483–1486
8	Notice of Entry of Order to Appear and Show Cause	05/14/13	1	160–163
36	Notice of Entry of Stipulation and Order for Protective Order	03/05/15	6	1377–1389
45	Notice of Entry of Stipulation to Stay Matter Pending Petition for Writ of Mandamus or Prohibition	05/24/17	6	1488–1492
44	Notice of Filing Petition for a Writ of Mandamus of Prohibition	05/17/17	6	1487
117	Notice of Posting Supersedeas Bond on Appeal	08/19/19	27	6604–6606
9	Objection to Petition to Compel Distribution, for Accounting, and for Attorneys' Fees and Ex Parte Petition for Order to Issue Citation to Appear and Show Cause	05/28/13	1	164–230

Addition for Judgment as a Matter of Law Regarding Breach of Contract and Mistake Claims Contract and Contr	70		00/00/10	1.0	400 7 4000
Contract and Mistake Claims	70	Opposition to Motion for Judgment as	09/03/18	18	4305–4333
27					
Summary Judgment				4	FE 0 1000
49	27		05/27/17		
Summary Judgment Regarding Fraud	4.0		05/00/10		
Solution to Motion for Partial Summary Judgment Regarding Statute of Limitations	49		07/06/18	-	
Summary Judgment Regarding Statute of Limitations 51 Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury 14 Opposition to Motion to Dismiss Opposition to the Adelson Campus' Motion for Reconsideration of Denial of Motion for Partial Summary Judgment 20 Opposition to the Executor's Motion for Reconsideration of the Court's November 12, 2013, Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief without Prejudice & Allowing Limited Discovery 2 Order Granting Petition for Probate of Will and Codicils and Issuance of Letters Testamentary 10 Petition for Declaratory Relief 7 Petition for Probate of Will 10/15/07 1 1-26 Petition to Compel Distribution, for Accounting and for Attorneys' Fees 3 Petitioner's Response to Objection to Petition to Probate Will and for			0=100110		
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7 Petition to Compel Distribution, for Accounting and for Attorneys' Fees 3 Petitioner's Response to Objection to Petition to Probate Will and for	37	Petition for Partial Distribution	05/19/16	6	1390–1394
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3 Petitioner's Response to Objection to O1/03/08 1 29–60 Petition to Probate Will and for	7	Petition to Compel Distribution, for	05/03/13	1	74–159
Petition to Probate Will and for		Accounting and for Attorneys' Fees			
	3	Petitioner's Response to Objection to	01/03/08	1	29–60
Issuance of Letter Testamentary and		Petition to Probate Will and for			
		Issuance of Letter Testamentary and			

	Request for All Future Notices to be Properly Served			
91	Post-Trial Brief Regarding the Parties' Equitable Claims and for Entry of Judgment	11/16/18	23	5556–5693
77	Proposed Jury Instructions Not Used at Trial	09/05/18	19	4517–4520
78	Proposed Verdict Form Not Used at Trial	09/05/18	19	4521–4525
73	Recorder's Partial Transcript of Jury Trial: Closing Arguments	09/04/18	18	4368–4467
72	Recorder's Partial Transcript: Jury Instructions	09/04/18	18	4342–4367
13	Recorder's Transcript of All Pending Motions	06/25/13	2	357–385
62	Recorder's Transcript of Hearing on	08/09/18	10	2417–2500
	Motions in Limine and Motions for		11	2501–2538
	Summary Judgment			
16	Recorder's Transcript of Motions	10/08/13	2	433–475
	Hearing			
112	Recorder's Transcript of Pending Motions	04/11/19	27	6554–6584
39	Recorder's Transcript of Proceeding: All Pending Motions	08/03/16	6	1411–1441
41	Recorder's Transcript of Proceeding: Status Check	09/28/16	6	1455–1464
80	Recorder's Transcript of Proceedings, Motion for Judgment as a Matter of Law Regarding Breach of Contract and Mistake Claims, The Estate's Motion for Judgment as a Matter of Law Regarding Construction of Will	10/04/18	19	4533–4554
67	Recorder's Transcript of Proceedings, Pretrial Conference – Day 2, All Pending Motions	08/16/18	12	2793–2868
65	Recorder's Transcript of Proceedings,	08/15/18	11	2647–2750
	Pretrial Conference, All Pending		12	2751–2764
	Motions			

40	Recorder's Transcript of Proceedings: Calendar Call	08/18/16	6	1442–1454
56	Reply in Support of Motion for Summary Judgment Regarding Breach of Contract	08/02/18	9	2210–2245
15	Reply in Support of Motion to Dismiss Executor's Petition for Declaratory Relief	10/02/13	2	399–432
97	Reply in Support of Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated	01/04/19	24	5924–5941
35	Reporter's Transcript of Proceedings	10/08/14	6	1334–1376
98	Reporter's Transcription of Proceedings	01/10/19	24	5942–5993
114	Stipulation and Order Regarding Trial Transcripts	08/05/19	27	6596–6597
31	Supplement to Opposition to Motion for Partial Summary Judgment	07/02/14	6	1274–1280
61	Supplement to Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	08/08/18	10	2387–2416
28	Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/17	5	1159–1165
64	Supplement to the Estate's Motion for Reconsideration of: The Court's Order Granting Summary Judgment on the Estate's Claim for Breach of Oral Contract	08/14/18	11	2624–2646
60	Supplement to the Estate's Opposition to Motion for Partial Summary Judgment Regarding Fraud	08/08/18	10	2353–2386
105	The Adelson Campus' Motion to Re- Tax and Settle Costs	03/06/19	26	6479–6489

53	The Adelson Campus' Opposition to the Estate's Countermotion for	07/23/18	9	2156–2161
	Advisory Jury			
66	The Adelson Campus' Opposition to	08/16/18	12	2765–2792
	the Estate's Motion for			
	Reconsideration of the Court's Order			
	Granting Summary Judgment on the			
	Estate's Claim for Breach of Contract			
	and Countermotion to Strike the			
	8/14/18 Declaration of Jonathan			
	Schwartz and All Attached Exhibits in			
	Support			
93	The Adelson Campus' Opposition to	11/21/18	24	5789 – 5803
	the Estate's Motion to Retax Costs			
	Pursuant to NRS 18.110(4) and to			
	Defer Award of Costs Until All Claims			
	are Fully Adjudicated			
59	The Adelson Campus' Pre-Trial	08/07/18	10	2275 – 2352
	Memorandum			
54	The Adelson Campus' Reply in	08/02/18	9	2162 – 2177
	Support of Motion for Partial			
	Summary Judgment Regarding Fraud			
55	The Adelson Campus' Reply in	08/02/18	9	2178 – 2209
	Support of Motion for Partial			
	Summary Judgment Regarding			
	Statute of Limitations			
111	The Adelson Campus' Reply in	04/04/19	27	6547 - 6553
	Support of Motion to Re-Tax and			
	Settle Costs			
92	The Dr. Miriam and Sheldon G.	11/21/18	23	5694 - 5750
	Adelson Educational Institute's		24	5751 – 5788
	Opposition to the Estate's Motion for			
	Post-Trial Relief from Judgment on			
	Jury Verdict Entered October 4, 2018			
95	The Dr. Miriam and Sheldon G.	12/21/18	24	5817 – 5857
	Adelson Educational Institute's			
	Opposition to the Estate's Post-Trial			

	Brief Regarding the Parties' Equitable			
	Claims and for Entry of Judgment	1011111		
85	The Dr. Miriam and Sheldon G.	10/11/18	19	4576–4579
	Adelson Educational Institute's			
	Verified Memorandum of Costs			
71	The Estate's Motion for Judgment as a	09/03/18	18	4334–4341
	Matter of Law Regarding Construction			
	of Will			
89	The Estate's Motion for Post-Trial	10/22/18	21	5168–5250
	Relief from Judgment on Jury Verdict		22	5251–5455
	Entered October 4, 2018			
63	The Estate's Motion for	08/14/18	11	2539–2623
	Reconsideration of: The Court's Order			
	Granting Summary Judgment on the			
	Estate's Claim for Breach of Oral			
	Contract and Ex Parte Application for			
	an Order Shortening Time			
110	The Estate's Opposition to the Adelson	03/25/19	27	6522–6546
	Campus' Motion to Re-Tax and Settle			
	Costs			
57	The Estate's Pretrial Memorandum	08/06/18	9	2246–2250
			10	2251–2263
58	The Estate's Pretrial Memorandum	08/06/18	10	2264-2274
94	The Estate's Reply to Adelson	12/21/18	24	5804-5816
	Campus's Opposition to Motion for			
	Post-Trial Relief from Judgment on			
	Jury Verdict Entered on October 4,			
	2018			
96	The Estate's Response to the Adelson	12/21/18	24	5858-5923
	Campus' Post-Trial Brief on			
	Outstanding Claims			
32	Transcript for Motion for Summary	07/09/14	6	1281–1322
	Judgment			
21	Transcript of Proceeding: Motion for	12/10/13	3	639–669
	Reconsideration			
42	Transcript of Proceedings: Motion for	04/19/17	6	1465–1482
	Protective Order on Order Shortening			
	Time			
1				I

22	Transcription of Discovery	01/29/14	3	670–680
	Commissioner Hearing Held on			
	January 29, 2014			
136	Trial Exhibit 111		28	6868–6869
152	Trial Exhibit 1116A		29	7008
137	Trial Exhibit 112		28	6870
138	Trial Exhibit 113		28	6871
139	Trial Exhibit 114		28	6872
140	Trial Exhibit 115		28	6873
141	Trial Exhibit 118		28	6874–6876
142	Trial Exhibit 128		28	6877
143	Trial Exhibit 130		28	6878–6879
144	Trial Exhibit 134		28	6880–6882
145	Trial Exhibit 139		28	6683–6884
123	Trial Exhibit 14		27	6626–6628
146	Trial Exhibit 149		28	6885–6998
147	Trial Exhibit 158		28	6999
148	Trial Exhibit 159		28	7000
149	Trial Exhibit 162		28	7001
150	Trial Exhibit 165		29	7002
124	Trial Exhibit 17		27	6629–6638
125	Trial Exhibit 22		27	6639–6645
126	Trial Exhibit 28		27	6646–6647
118	Trial Exhibit 3		27	6607–6609
127	Trial Exhibit 38		27	6648–6649
151	Trial Exhibit 384		29	7003–7007
119	Trial Exhibit 4		27	6610–6611
128	Trial Exhibit 41		27	6650–6675
129	Trial Exhibit 43		27	6676–6679
130	Trial Exhibit 44		27	6680–6682
120	Trial Exhibit 5		27	6612–6620
131	Trial Exhibit 51		27	6683–6684
132	Trial Exhibit 52		27	6685–6686
133	Trial Exhibit 55		27	6687–6713
121	Trial Exhibit 6		27	6621
134	Trial Exhibit 61		27	6714–6750
			28	6751–6799

135	Trial Exhibit 62		28	6800–6867
122	Trial Exhibit 9		27	6622–6625
69	Trial Transcripts (Rough Drafts)	09/03/18	12	2903-3000
			13	3001-3250
			14	3251-3500
			15	3501–3750
			16	3751–4000
			17	4001–4250
			18	4251–4304
76	Verdict Form	09/05/18	19	4513–4516
103	Verified Memorandum of Costs of A.	02/27/19	25	6111–6015
	Jonathan Schwartz, Executor of the			
	Estate of Milton I. Schwartz			

FILE DI

FILING FEE: \$10.00 DF C50270 GANG & BERKLEY/FREDERIC I. BERKLEY 415 SO. SIXTH ST., STE. 101 LAS VEGAS, NV 89101

AUG 3 3 1990

ANTE SUR DISPLANT SECRETARY OF STATE

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

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

111

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006752

Nevada non-profit corporation, have executed and acknowledged these presents this \mathbb{H}^{h} day of August, 1990.

MILTON Y. SCHWARTZ, President

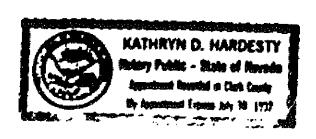
LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA)
SS:
COUNTY OF CLARK)

On this 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

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STATE OF NEVADA)

SS:
COUNTY OF CLARK)

On this $\fine \fine \fi$

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

Notery Public - Nevede Carls County My sept. etp. Apr. 2, 1984

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON

Deputy Secretary for Commercial Recordings



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

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Copies - Certification of Document	00003876091-74		1	\$30.00	\$30.00
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Total		\$215.00

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Job Contents:

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

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STATE OF NEVADA



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:

ROSS MILLER

Secretary of State

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
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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,

ROSS MILLER Secretary of State

Exhibit 5

Exhibit 5

G

FILED	213 June 22 no 626 no 626 no
HE OFFICE OF THE HECKETARY OF STATE OF AMENDMENT OF A	Filing Fee \$25.00 C329 ARTICLES OF INCORPORATION
STATE OF NEVADA (after organization	(al meeting)
OCT 19 1994	
1073 -80 The Milton I. Schwartz Hebrew A	Acadeny
DIENYL A LAU SECRETARY OF STATE	ration
We the undersignedIra_David_Sternbe	and
Preside	erl or Vice President (or Chairman)
Robert Rakita of The M Secretary or Assistant Secretary	lilton I. Schwatz Hebrew academy Name of Corporation
do hereby certify:	
That the Board of Directors of said corporation at a m	neeting duly convened, held on the 25th
day of August , 1994., adopted a res	solution to amend the original articles as follows:
Articleis hereby amended to read as follows:	•
mb to a second to the second to	
This corporation shall be known as	5:
THE HEBREW ACADEMY	
	*
RECEIVED	•
SEP 29 1994	$I \cap A = I$
	N Day
Secretal vicination	Chairman)
······································	Secretary or Assistant Secretary
4/	Contrary to remember operatory
State of NFUADA	
County of Clark	
On September 13th 1994 p	personally appeared before me, a Notary Public,
IRA D. Sternberg And Robert	Rollicer who solveninged
Names of Persons Appearing and Signing Docum	with acknowledged
that they executed the above instrument.	
The state of the s	Tegran Balanan
TERRY BOTHMANN	Sidvernue tot Motsi.A
(NOTARY STAMP OR SEAL)	
sty appt. exp. Mar. 25, 1998	

006759

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON

Deputy Secretary for Commercial Recordings



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

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

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Payments

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Credit Balance: \$0.00

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LIONEL, SAWYER & COLLINS

STATE OF NEVADA



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE SECRETARY OF STATE

Certified Copy

April 12, 2013

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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



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

Respectfully,

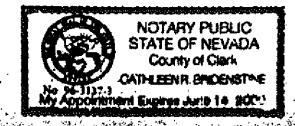
ROSS MILLER Secretary of State

Exhibit 6

Exhibit 6

IN THE OFFICE OF THE				
STATE OF NEVADA STATE OF NEVADA CERTIFICATE OF AMENDMENT OF ARTIC	HES (OF INCORPORA	TION	
MAR 21 1997 (after first meeting of dir				
70 73-90 THE HEBREW ACADEMY	**!***!!!!			•
Name of Corporation The Helle Jacalyn Glass-Wolfson OF AN HELLER, RECRETARY OF STATE raigned Jacalyn Glass-Wolfson		Filed in the office of	Document Number C1073-1980-	010
President or V	•	Dean Heller	Filing Date and Time 03/21/1997 12	2:00 AM
Geri Rentchler of The Hebrew Secretary or Assistant Secretary	Acad Name	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	e articles	•
have approved the amendment. The vote of the man	embers	(if there are m	nembers) and	•
directors by which the amendment was adopted is	as fo	llows: members]	n/a , and	•.
directors 4	·			• •
They hereby adopt the following amendment(s)) to t	he articles of i	incorporation:	
Article number(s) I is amended to re This corporation shall be known as The Hebrew Academy	ead as he Mi	follows: lton I. Schwa:	rtz	•
				-
•				
Gr.	els	Vh Wil	Bm	
	Ler	Plany de Assistant Socretary	r Chairman)	s.
State of NEVADA County of CLARK				·
on 1142 Day of December 1996, person	nally aoc	peared before me, a f	Notary Public,	
Jacalyn Glass-Wolfson and Geri Rentch Names of Persons Appearing and Signing Document			cknowledged	X - 9
that they executed the above instrument.	•	RO.		رياني. موريد

(NOTARY STAMP OR SEAL)



9092

STATE OF NEVADA

ROSS MILLER Secretary of State

SCOTT W. ANDERSON

Deputy Secretary for Commercial Recordings



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

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Document					
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Credit Balance: \$0.00

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LIONEL, SAWYER & COLLINS

STATE OF NEVADA



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:

ROSS MILLER

Secretary of State

00003876091-74

Expedite:

Through Date:

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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,

ROSS MILLER

92900

Exhibit 7



ROSS MILLER
Secretary of State
284 North Carson Street, Sta 1
Carson City, Novada 89701-4299
(775) 884 5708
Websits: secretaryofstate, biz

Ross Miller
Secretary of State
State of Nevada

Docu
200
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03/
Entity

Document Number
20080195694-74
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 INX ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE DNLY

Certificate of Amendment to Articles of Incorporation For Nonprofit Corporations

(NRS Chapters 81 and 82 - After First Meeting of Directors)

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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 raplaced 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 regulated 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 are follows:

4. Officer Signature (Repulred):

Signature

Charhan

*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 filling to be rejected.

This form must be accompanied by appropriate fees.

Nevoda Secretary of State Att 51-52 Aper 2007 Revised on 01/01/07

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



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

Туре	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: Reference Number: C20130412-0697 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.

Description	Number of Pages
Articles of Incorporation	6 Pages/1 Copies
Amendment	4 Pages/1 Copies
Amendment	3 Pages/1 Copies
Amendment	1 Pages/1 Copies
Annual List	1 Pages/1 Copies
Annual List	1 Pages/1 Copies
Amendment	2 Pages/1 Copies
Amended List	1 Pages/1 Copies
Annual List	1 Pages/1 Copies
Annual List	1 Pages/1 Copies
Annual List	2 Pages/1 Copies
Annual List	2 Pages/1 Copies
Annual List	2 Pages/1 Copies
	Articles of Incorporation Amendment Amendment Amendment Amendment Amendment Amendment Annual List Annual List Amendment Annual List Annual List Annual List Annual List

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,

ROSS MILLER Secretary of State

Exhibit 8

006774

FIRST CODICE ILED

TO

Det 11 4 23 PM '07

LAST WILL & TESTAMENT

OF CLERK 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").

006774

WHEREAS, Thereby 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:

ics4

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.

006775

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

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(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.

П.

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

006776

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.

Witness Name SHRANKO residing at 2012 FORT HALITAN HENDORSON NI Witness Name 89052
Sheila L. Robertson, residing at 4174 Don Bonito, LVNV 8912) Witness Name Witness Address
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)
Then and there personally appeared the within named William R 3 work and 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.
Witness Signature Witness Signature Witness Signature

SUBSCRIBED and SWORN to before me this <u>37</u> day of January, 2006.

NOTARY PUBLIC in and for said County and State.



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

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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 37, 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:

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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, 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

Page 2 of 5

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shall share in no part of my estate whatsoever.

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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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Page 3 of 5

WAT

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.

Witness Name

Witness Address

Witness Address

Witness Name

Witness Address

Witness Address

STATE OF NEVADA

)

Ss.

COUNTY OF CLARK

Then and there personally appeared the within named

State Address

That they witnessed the execution of the within Second Codicil to Last Will and

Page 4 of 5

/W/2

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 <u>Qlat</u> day of July, 2006.

DEBRA R. DIDWAY

Notary Public State of Noveda

No. 03-83176-1

My appt. exp. July 23, 2007

NOTARY PUBLIC in and for said County and State

Exhibit 10

PROMISSORY NOTE

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Borrower:

006786

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



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 iaw. 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 malled 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 fallure 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 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 tweive (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 javeuit Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada. (Initial Here

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'

Page 2

PROMISSORY NOTE (Continued)

Loan No: 103338216

benefits, supplemental security income benefits and disability insurance benefits. Sorrower 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 efficient agreement. 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, lend 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 lend 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(les) should be sent to us at the following address: Bank of Nevada West Sahara Regional Office 2700 W. Sahara Avenue Las Vegas, NV 88102.

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 irepeatedly 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 loint 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 & SCHWARTZ, HERREW ACADEMY A NEVADA NON-PROFIT CORPORATION

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

LASER PRO Landing, Val. 5.20.00.004 Copy. Harland Phonoisi Solutions, Inc. 1987, 2007. All Rights Received. - Inv. Inc. Phile Victor Inc. 1982 Const. 1982 Const.

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Exhibit 11

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HEALTH DISTRICT

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Date Issued: HAUG 1'4' 2007

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Exhibit 12

ORIGINAL



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

FILED

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DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of MILTON I. SCHWARTZ, Deceased

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Case No. P61300

LETTERS TESTAMENTARY

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

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

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

JAN 3 0 2007 Dated:

SHIRLEY B. PARRAGUIRRE, Clerk

Deputy Clerk

JULIE RICHMOND

OATH

STATE OF <u>Nevacla</u> }:ss COUNTY OF <u>Clark</u> }

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.

SUBSCRIBED AND SWORN TO before me

this 25th day of January, 2008. Susan Gean Packers



Exhibit 13

· Print

Page 1 of 1

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

From: Jonathan Schwartz <jonathan@miltson.com>
To: vchaltlel@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



AGRESMENT BETWEEN THE ESTATE OF MILTON I. SCHWARTZ AND THE MULTON I. SCHWARTZ HEBREW ACADEMY

- A. At section 2.3 of the Lust Will and Testament of Milton I. Schwartz dated February 5, 2004 (the Willy), the Will provides, in perfinent part, a bequest to the MISHA in the amount of Schwartz dated February 5, 2004 (the Willy), the Will provides, in perfinent part, a bequest with the Integral provides of the Fourier (stocks) bonds or easier in the largest provides the Largest provides the Largest provides of the Executor (Tennthan Schwartz) (the Teaplest). The purpose of the Bequestis to fundischool laishing to Tewish children only (Trupose):
- B. Furnish to the Clark County Assessors Office, the MISHA is situated on the land known as (parcel appriser 198-19-5-16-001) (the "Land").
- C. The term libe School coulde Schools therein shall refereble efficient by the Million Schwartz Piebrew Academy, the Acelson school, and or the Adelson Educational Carrents

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

- (1) Comment upon all signatories execution of the Agreement by Majoh 8, 2010 and delivery of the Agreement by that date to Schwarz the Beginstenhill semade to MISHA notate the than Majoh 1272010.
- The school located on the Land (grades Fre-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 imperpetuity, identify grades fre-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 therefore, exclusively identifying it (and regularly maintaining it) as the Milton I. Schwartz Hebrew Avademy 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.



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- (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 Pra-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 logos ocated on the face of said Media shall be completed in fater than the start of the logistic school year. For purposes of claim cation the 2008 Logis of the Milton I. Schwartz Hebrew Academy which appeared on that contain 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:
- (3) The interior main entrance of the MISETA shall propring all viouse a painting and on photograph of Million I. Schwarfz (* MISE) in perpetuity, to be approved of by Schwarfz which shall include a plague histing Million I. Schwarfz and identifying Million I. Schwarfz
- as the founder of the Miltony. Servanz Tieprew Academia. (6) The website of the Schools shall prominently (in perpetuity) list the MISHA as grades the Kathrongh Fourth and stall include addrescription as follows:
 - Pre-K-throngh Fourth und-shalf-include at description as follows:

 The Milian I. Schwartz Hebrey: Academy Shope to the lower solitoid scrades in a Kohrongh Flower solitoid scrades in 1988 through Flowers with William I. Schwartz Hebrew Academy was extentioned in 1988 through the spices of the Soliton Description of their who dissiped a medical pecality of the Southern Description of community for a smooth secular and Juddic educational visition for elementary school-aged children.
- (7) When the Begnest is Ithded, it shall act to satisfy in full any obligation, habitity or doty of Militon I. Schwaitz: the Estate of the Trust toward or associated with the MASSIA or the Addelson-School Tipon Wishesspecipt of the Begnest at the limit release of Militon II. Schwartz: the Estate the Trust. A. Topollian-Schwartz: englishing heirs assigns and beneficieries of Militon beneficieries of Militon.
- (8) The MISELA 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 MISELA listing its IRS 501 (c)(3) non-profit tax id number for the Bequest.
- (9) As specified in the Will the Bennest shall be used solely for the purpose of funding subdivided in the will the Bennest shall be used solely for the purpose of funding
- (10) Once per year, the MESHA 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.

Miscellaneous. This Agreement constitutes the entire Agreement between the Estate, the Trust, Schwartz, the Schwartz Family, its heirs, assigns, and beneficiaries and the HSEA. Adelson School and or the Adelson Educational Campus Alias Agreement of the extra of the campus the campus of the parties reparting the campus rights of the Estate of Trois I Solivate vith regard to the Schools. Dio amendment, alteration of will crow a file: Agreement shall be wand or binding upless made in witting 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 deal coursel of its own choos regarding this Agreement and that halds availed itself of said legal coursel. The term of diffions of the west sements hat know be construct against any party regardless of whom the Algreement was district by Megany to this Agreement shall assignifis vight or elegate its contact hereingler without the proportion consort of the other parties. Whenever possible, each provision of this Agreement shall be interpreted so as to be feative and valid under applicable law, but if any provision of the Agreement shall be ordiversel or invalid birder applicable law, the remainder of such provision she the en annuentovisions of this Apreement shall continue in full force and effect. This Agreement represents a settlement of disputodidors. In the event obaty dispute o Incation concerning the terms of this Agreement, the prevailing party shall decay warrent and centry that they have the authority to execute the Agreement in the capacity Indicted herein. This wereeners may be executed in counterparts which all together shall minis one Agreement binding on all parties. This Agreement shall be construed under the laws of the State of Nevada

IN WEINESS WHERECH. The pridersigned Bairles hereto have executed the Agreement as of the cate first whiten above

Estate of Militon I. Schwortz, A. Lonathan Schwattz, Executor Milton'I Schwartz Hebrew Academy Victor Chaltiel, President

Whiten I. Schwarz Revocable Family Trust, A. Johathan Schwartz, Trustee The Adelson School, Victor Charliel, President

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The Adelson Educational Campus, Victor Chaltiel, President

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1 PET MARK A. SOLOMON, ESQ. CLERK OF THE COURT Nevada State Bar No. 00418 msolomon@sdfnvlaw.com ALAN D. FREER, ESQ. Nevada State Bar No. 7706 afreer@sdfnvlaw.com STEVEN E. HOLLINGWORTH, ESQ. Nevada State Bar No. 7753 shollingworth@sdfnvlaw.com SOLOMON DWIGGINS & FREER 9060 West Cheyenne Avenue Las Vegas, Nevada 89129 Telephone: (702) 853-5483 Facsimile: (702) 853-5485 Attorneys for Respondent, A. Jonathan Schwartz 10 11 DISTRICT COURT 12 CLARK COUNTY, NEVADA 13 In the Matter of the Estate of Case No. P061300 Department No. 26/Probate 14 MILTON I. SCHWARTZ, 15 Deceased. Date of Hearing: 05/31/2013 Time of Hearing: 9:30 a.m. 16 17 PETITION FOR DECLARATORY RELIEF 18 A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, by and through his 19 attorneys, Mark A. Solomon, Alan D. Freer, and Steven E. Hollingworth of the law firm of 20 Solomon Dwiggins & Freer, Ltd., does hereby respectfully petition this Court pursuant to NRS 21 30.030, 30.040, 30.060, and 30.100 for declaratory and supplemental relief. Pursuant to NRS 22 23 30.110, Mr. Schwartz hereby demands the issues set forth herein to be tried and determined by a

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SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485

Page 1 of 13

jury. Petitioners allege as follows:

A. FACTUAL BACKGROUND

SOLOMON DWIGGINS & FREER 9060 W, CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485 The Adelson School seeks the Executor's removal and other personal penalties as leverage in a dispute over whether the School can avoid its obligations to the decedent and his estate. The Adelson School attempts to characterize this dispute as if it arose only after the decedent's death. In fact, this dispute has a long history going back for decades.

I. GENERAL ALLEGATIONS

The history of the Hebrew Academy (the "Academy") is crucial to this matter. Milton Schwartz was instrumental in the Howard Hughes Corporation's gift of land where the Academy and Adelson School now stand. In addition, Milton provided key funding during its formative years, through both personal donations and fundraising. Without his efforts and contributions, there would be no Hebrew Academy or Adelson School today. There would have been nothing for later philanthropists like the Adelsons to build on.

In August 1989, Milton Schwartz donated \$500,000 to the Academy in return for which the Academy would guarantee that its name would change in perpetuity to the "Milton I. Schwartz Hebrew Academy." The Board of Directors of the Hebrew Academy memorialized this agreement in its minutes from its August 14, 1989 special meeting² and in Bylaws for the Academy, adopted on December 18, 1990. Amended articles of incorporation were filed on August 22, 1990, changing the name of the school to the "Milton I. Schwartz Hebrew Academy." In addition, by deed executed April 9, 1991, the Hebrew Academy conveyed the underlying property of the

¹ Ex. 1, Supplemental Affidavit of Milton I. Schwartz dated February 22, 1993 at ¶4.

² See Ex. 2, Minutes of the Board of Trustees, Special Meeting, August 14, 1989 ("A letter should be written to Milton Schwartz stating the Academy will be named after him"); Ex. 3, Certificate of Amendment of the Articles of Incorporation of the Hebrew Academy.

³ Ex. 4, Bylaws (12/18/1990), Article I(1) ("The name of the corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and schall [sic] remain so in perpetuity"); see also Ex. 5, 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.")

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SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485 Academy to the "Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation."

The Academy's perpetual obligations and promises were recognized by its board members at various times over the years. For example, on July 17, 1992, board member Lenard E. Schwartzer, Esq. acknowledged to Milton, "It's your school, it has your name on it forever." Likewise, when the Academy became embroiled in a dispute with Milton in 1992, board member Tamar Lubin offered to return Milton's \$500,000 donation made in 1989. Such offer further evidences an acknowledgment by the Academy that Milton's gifts were conditional, not simply gratuitous in nature.

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

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

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

Change the Hebrew Academy's formal stationary [sic] to include its

⁴ Ex. 6, Quitclaim Deed.

⁵ See Ex. 7, Letter from Lenard E. Schwartzer dated July 17, 1992.

⁶ See Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

⁷ See Ex. 9, Spreadsheet of Contributions.

⁸ Ex. 10, Letter from Dr. Roberta Sabbath, School Head, dated May 23, 1996.

SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702,853,5483 FAX 702,853,5485 full name, the "Milton I. Schwartz Hebrew Academy," in a form consistent with this letterhead and include our full name on future brochures.

Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where 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.

The Academy further informed Milton that "you can rest assured it is the intention of the School Head and the School's Officers and Directors that the utilization of the school's full name will consistent with an intent to recognize and honor your contribution and assistance."

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

On or around 2006 and 2007, and before Milton's death, Mr. Adelson pledged \$25 million to build a high school on the site of the Academy. Milton, the Academy, and Mr. Adelson agreed that the high school would be called the "Adelson School," while grades K-8 would continue to be known as the "Milton I. Schwartz Hebrew Academy." This understanding and agreement is evidenced by a letter signed by Mr. Adelson and Victor Chaltiel of the Board of Directors. 13

At the time of Milton's death on August 9, 2007, the name of grades K-8 was the "Milton

⁹ Id.

¹⁰ Id.

¹¹ See Ex. 9, Spreadsheet of Contributions.

¹² Id.

¹³ Ex. 11, Gala Announcement.

I. Schwartz Hebrew Academy," consistent with the parties' agreement. However, unbeknownst to the Executor, and without even allowing Milton's family seven months to grieve his passing, the Academy violated its contractual obligations and promise by filing amended articles of incorporation changing the corporate name to the "Dr. Miriam and Sheldon G. Adelson Educational Institute." From the timing of events, it appears clear that the Academy was waiting for an opportune moment to jettison its obligations, in the hopes that the Executor of Milton's estate would be unwilling to raise a challenge.

The Academy took other, more gradual actions in violation of its agreement with the Decedent. For example, the name of the middle school (grades 5-8) was changed from the "Milton I. Schwartz Hebrew Academy" to the "Adelson Middle School." The Executor became aware of the Academy's breach on or about March, 2010.

The Executor has patiently reviewed this history with the Academy Board of Directors and has attempted to resolve this dispute without resorting to litigation. The Executor has repeatedly acknowledged the generosity of Dr. Miriam and Sheldon G. Adelson, raising no objection to the naming of the high school (grades 9-12) located on the campus after the Adelsons.

Along with many others in the community, the Executor is supportive of the Academy's purposes and goals. In his capacity as Trustee of the Milton I. Schwartz Revocable Family Trust, he has the means to satisfy the bequest to the Academy, if appropriate. However, in light of the Academy's breach, the Executor has requested written assurances from the Academy that it will comply with its obligations with respect to the naming of grades K-8 after Milton I. Schwartz.

Instead of acknowledging its wrongful conduct and reaffirming its prior assurances, the Academy's Petition now seeks to punish the Executor for his painstaking efforts to negotiate an amicable settlement that protects the intent of the decedent and the rights of the Estate. The Petition adds insult to injury by willfully ignoring the past and feigning outrage at what it calls the Executor's "personal demands." These so-called "personal demands" are, in fact, nothing more a request that the Academy honor the terms of its agreement as memorialized in its May 23, 1996

letter to Milton.14

FIRST CLAIM FOR RELIEF

(Construction of Will)

The will of Milton Schwartz provides for a bequest of \$500,000 to the "Milton I. Schwartz Hebrew Academy." However, there is no legal entity currently bearing that name.

 It is axiomatic that the terms of a will must be construed in accordance with the testator's intent. See, e.g., Adkins v. Oppio, 105 Nev. 34, 36 (1989) ("[I]t is the long accepted position of this court that the primary aim in construing the terms of a testamentary document must be to give effect, to the extent consistent with law and policy, to the intentions of the testator"). Based on the Academy's agreement and representations to Milton at the time of the execution of the will and until his death, Milton understood and expected that the Hebrew Academy was obligated to bear his name in perpetuity. This understanding was reflected in Milton's own sworn testimony: "Affiant donated \$500,000 to the Hebrew Academy in return for which it would guaranty that its name would change in perpetuity to the Milton I. Schwartz Hebrew Academy." 16

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

16 Id.

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Note the close correspondence between the supposedly "outrageous" request by the Executor that all "letter-head, stationery, correspondence, promotional material" and other media associated with the Schools "shall clearly and prominently identify the 'Milton I. Schwartz Hebrew Academy" with the Academy's express agreement to "change the Hebrew Academy's formal stationary [sic] to include its full name, the 'Milton I. Schwartz Hebrew Academy,' in a form consistent with this letterhead and include our full name on future brochures."

¹⁵ See Ex. 1, Supplemental Affidavit of Milton I. Schwartz at paragraph 4.

SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853,5483 FAX 702.853,5485 Because there is no existing entity named after Milton I. Schwartz on a perpetual basis, the Estate seeks a declaration that the \$500,000 bequest lapses and is distributable as part of the residue of the Estate.

SECOND CLAIM FOR RELIEF

(Fraud in the Inducement)

Because the Academy removed Milton's name from the corporate documents almost immediately after his death, it is obvious that the Board of Directors was waiting for the moment when Milton would be unable personally to defend his legacy. The plan to breach was hidden from Milton, in hopes that he would continue to provide generous gifts, fundraising, and ultimately a bequest in his will.

After remedying its prior breach in 1996, the Board maintained its assurances to Milton that the school would perpetually bear his name. Yet the Academy had no intent to honor its agreement, as evidenced by the prompt change after Milton's death. Milton's donations and the bequest were thus induced by fraudulent misrepresentations. Had Milton known that the Academy had no intention of honoring its obligations and representations, he would not have made any gifts or bequests to the Academy. On the contrary, if he were living today he would likely have sued for restitution and damages.

A gift or bequest that is induced by fraud is void. Restatement (Third) of Property: Wills and Other Donative Transfers § 8.3(a). Accordingly, the Estate seeks a declaration by this Court that the bequest to the Academy is void, and that the Estate has no obligation to distribute any amount to the Petitioner. The Estate further seeks supplemental relief in the form of an award for damages caused by the Academy's fraudulent inducement of Milton's lifetime and testamentary gifts.

¹⁷ See, e.g., Ex. 5, 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").

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THIRD CLAIM FOR RELIEF

(Bequest Void For Mistake)

The bequest made by Milton Schwartz to the Academy was based on, and motivated by, Milton's understanding and belief that the Academy had agreed to bear his name in perpetuity and would fulfil its promises as memorialized in its May 23, 1996 letter. ¹⁸ Contrary to the evidence, the Academy now appears to deny that it ever made these promises or representations. However, regardless of such denials, it is clear that Milton would not have made the bequest but for his belief that such an agreement existed.

The general law of mistake is applicable to both wills and other donative documents of transfer. ¹⁹ Milton's bequest to the Academy was induced by his belief that the Academy was bound to be named after him in perpetuity. Accordingly, the Estate seeks a declaration that the \$500,000 bequest is void by reason of mistake.

FOURTH CLAIM FOR RELIEF

(Offset of Bequest Under Will)

Even if the bequest to the Academy is valid, the Estate has no obligation to distribute any amount to the Academy. Because the Academy has breached the obligations and promises that induced Milton's lifetime and testamentary gifts, the Academy is liable to the Estate for rescission of these gifts, plus damages.²⁰ The Estate believes the amount thus owed from the Academy exceeds \$1,000,000.²¹

The Estate seeks a declaration from the Court that the Estate has the right to offset the \$500,000 bequest to the Academy in the amount of the damages due from the Academy. See, e.g.,

¹⁸ See, Ex. 1, Supplemental Affidavit of Milton I. Schwartz at ¶ 4.

¹⁹ Restatement (Second) of Property, Donative Transfers §34.7, Comment d.

²⁰ Restatement (Third) of Restitution And Unjust Enrichment, §11(2) ("A donor whose gift is induced by invalidating mistake has a claim in restitution as necessary to prevent the unintended enrichment of the recipient.")

²¹ See Ex. 9, Spreadsheet of Contributions.

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SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485 Matter of Estate of Morrell, 428 S.E.2d 697, 699 (N.C. Ct. App. 1993) ("[T]he right and duty of an executor to deduct from a legacy the amount of any indebtedness of the legatee to the estate of his testator, is well settled, and is in full accord with elementary principles of justice").

FIFTH CLAIM FOR RELIEF

(Breach of Contract)

The gifts and bequests made by Milton Schwartz were conditioned on the Academy bearing his name perpetually and fulfilling its promises as memorialized in its May 23, 1996 letter. The Academy has failed to comply with the agreement and conditions on which these gifts and bequests were based. Members of the Board of Directors have acknowledged the conditional nature of these gifts, as reflected by board member Tamar Lubin's offer in 1992 to return Milton's \$500,000 donation made in 1989.²²

The Estate seeks a declaration that the Academy has breached its agreement and promises, and as a direct result of the Academy's breach, the Estate is not required to distribute the bequest to the Academy. Further, as to the inter vivos gifts made by Milton, the Estate has suffered damages in excess of \$1,000,000.²³ The Estate further seeks supplemental relief in the form of an award for such damages.

SIXTH CLAIM FOR RELIEF

(Revocation of Gift and Constructive Trust)

The gifts and bequests made by Milton Schwartz were conditioned on the Academy bearing his name perpetually and fulfilling its promises as memorialized in its May 23, 1996 letter. The Academy has failed to comply with the conditions on which these gifts and bequests were based. Members of the Board of Directors have acknowledged the conditional nature of these gifts, as reflected by board member Tamar Lubin's offer in 1992 to return Milton's \$500,000 donation

²² See Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

²³ See Ex. 9, Spreadsheet of Contributions.

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Milton understood and believed that the Academy had agreed to bear his name in perpetuity. Even if the Academy denies that it made such promises or contends that such promises are not enforceable, the Estate is still entitled to recover all funds Milton contributed in reliance on his belief that an agreement existed. See Earl v. Saks & Co., 226 P.2d 340, 344-45 (Cal. 1951) ("A gift can be rescinded if it was induced by fraud or material misrepresentation (whether of the donee or a third person) or by mistake as to a basic fact. A failure by the donee to reveal material facts when he knows that the donor is mistaken as to them is fraudulent nondisclosure. A mistake which entails the substantial frustration of the donor's purpose entitles him to restitution." (Citations omitted); see also Restatement (First) of Restitution §15, Comment e ("[W]here one makes a payment to another in the mistaken belief that the other has promised to assume a duty in return for or with reference to the payment ... the payor is entitled to a return of his money upon disclaimer or refusal of the other to perform").

Accordingly, the Estate seeks a declaration that it is entitled to a revocation of the bequest and all gifts made during Milton's lifetime. Further, the Estate seeks supplemental relief in the form of a ruling that the Adelson School holds such funds in constructive trust in favor of the Estate.

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

- That this matter be set over and scheduled for a jury trial;
- That this Court declare that the bequest to the Milton I. Schwartz Hebrew Academy is void;
- That this Court declare that the Executor of the Estate of Milton I. Schwartz was and
 is authorized to abstain from distributing the bequest to the Milton I. Schwartz Academy on

²⁴ See Ex. 8, Affidavit of Michael Novick, Feb. 19, 1993 at ¶11-12.

²⁵ See, Ex. 1, Supplemental Affidavit of Milton I. Schwartz at ¶ 4.

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account of the Academy's breach of agreement and/or promise made by and between the Academy and Decedent;

- 4. That this Court declare that the Executor of the Estate of Milton I. Schwartz is directed to abstain from distributing the bequest to the Milton I. Schwartz Hebrew Academy on account of the Academy's breach of agreement and/or promise made by and between the Academy and Decedent;
- That this Court declare that the Academy fraudulently induced Decedent to leave a bequest to the Milton I. Schwartz Hebrew Academy;
- That this Court declare that the Academy fraudulently induced Decedent to make lifetime gifts to the Milton I. Schwartz Hebrew Academy;
- 7. That the Executor of the Estate of Milton I. Schwartz is authorized and directed to offset the bequest to the Milton I. Schwartz Hebrew Academy against the lifetime gifts Decedent made the Decedent and that were fraudulently induced by the Academy;
- That the Estate of Milton I. Schwartz is entitled to a revocation of the bequest to the Milton I. Schwartz Hebrew Academy and all gifts made to the Academy by Milton during his lifetime;
- 9. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of a constructive trust over funds in the hands of the Adelson School which were contributed to the by Milton during his lifetime, to preserve them until the outcome of this action is finally determined;
- 10. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of an award of damages against the Academy caused by the Academy's breach of contract and fraudulent inducement of lifetime gifts and testamentary bequest from Decedent;
- 11. That the Estate of Milton I. Schwartz be granted supplemental relief in the form of an award of punitive damages against the Academy caused by the Academy's fraudulent inducement of lifetime gifts and testamentary bequest from Decedent;
 - 12. That the Estate of Milton I. Schwartz be granted fees and costs as the Court deems

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SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702,853,5483 FAX 702,853,5485 equitable and just; and

That the Court grant such other and further relief as it deems just and appropriate.
 DATED this day of May, 2013.

SOLOMON DWIGGINS & FREER

By:

MARK A. SOLOMON, ESQ.

Nevada State Bar No. 00418

ALAN D. FREER, ESQ.

Nevada State Bar No. 7706

STEVEN E. HOLLINGWORTH, ESQ.

Nevada State Bar No. 7753

SOLOMON DWIGGINS & FREER

9060 West Cheyenne Avenue Las Vegas, Nevada 89129 Telephone: (702) 853-5483 Facsimile: (702) 853-5485

Attorneys for Respondent

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VERIFICATION

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, being first duly sworn under penalty of perjury, deposes and states:

That he is the Petitioner who makes the foregoing PETITION FOR DECLARATORY RELIEF ("Petition"), that he has read said Petition and knows the contents thereof, and that the same is true of his own knowledge except for those matters stated on information and belief, and that as to such matters he believes them to be true.

DATED this 28 day of May, 2013.

A. Jonathan Schwartz, Petitioner

SOLOMON DWIGGINS & FREER 9060 W. CHEYENNE AVENUE LAS VEGAS, NEVADA 89129 PHONE 702.853.5483 FAX 702.853.5485

EXHIBIT "1"

SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA)
COUNTY OF CLARK)

MILTON I. SCHWARTZ, being first duly sworn, upon oath, deposes and says:

- This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters,
 believe them to be true, and if called as a witness, I would confidently testify thereto.
- That Affiant hereby affirms under penalty of perjury that the assertions of this Affidavit are true.
- 3. This Affidavit is submitted in support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions; Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the Alternative, for a More Definite Statement; and Plaintiff's Countermotion to Strike Defendant's Opposition.
- 4. That on or about August of 1989, Affiant donated \$500,000 to the Hebrew Academy in return for which it would guarantee that its name would change in perpetuity to the MILTON I. SCHWARTZ HEBREW ACADEMY. Affiant was first elected Chairman of the Board of Directors in the August 1989 Board of Directors meeting. Affiant was reelected Chairman of the Board of the Milton I. Schwartz Hebrew Academy in June of 1991.
- 5. That Affiant has been instrumental in bringing large sums
 of money into the MILTON I SCHWARTZ HEBREW ACADEMY from personal

LAW OFFICE OF DANIEL MARCS 302 East Carson, Suite 702 Las Vegas, Nevada 89101 (702) 386-0536 donations and donations of friends and business acquaintances of Affiant. That as a result of the actions of Tamar Lubin, and the Defendants, many of the people that donated money will no longer donate money to the MILTON I. SCHWARTZ HEBREW ACADEMY. As a result, the MILTON I. SCHWARTZ HEBREW ACADEMY will suffer severe financial problems.

- That as a result of the actions of the Defendant, the MILTON I. SCHWARTZ HEBREW ACADEMY has suffered and will continue to That as a result of the actions of the suffer irreparable harm. Defendant and in particular of Tamar Lubin, there has been a high turnover of school teachers at the Hebrew Academy. This caused the loss of highly qualified teachers that had the respect of the parents and children and has caused and will continue to cause irreparable damage to the MILTON I. SCHWARTZ HEBREW ACADEMY. In addition, Tamar Lubin has repeatedly lied to the Board of Directors. She informed the Board of Directors in May of 1992 that all teachers would be returning in September to the Academy and she had informed the Loard of Directors that the teachers would receive their contracts. However, neither of these statements were true at the time she made them. At least two teachers were terminated immediately subsequent to her reassuring the Board of Directors that all teachers would return in September of 1992.
- 7. It was the intention of some of the Directors, including Affiant, to not renew Tamar Lubin's contract that is up for renewal on June 3, 1993. This decision was the result of numerous complaints that were received by the Directors concerning the actions of Tamar Lubin. One graphic example is that one student became nervous and upset and vomited. Tamar Lubin required that student to sit in his vomit and not move. This type of abuse should not occur today. A letter concerning that incident was given to Affiant and is attached as Exhibit "10" to

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this Motion. In addition, other letters and complaints concerning Ms. Tamar Lubin are attached to this Motion as Exhibit "11" and were the basis of the Board's concerns with renewing the contract.

- That Affiant believes that the Defendant is in the process of negotiating a long term contract with Tamar Lubin to be the Administrator of the MILTON I. SCHWARTZ HEBREW ACADEMY and that this action will cause irreparable harm to the MILTON I. SCHWARTZ HEBREW ACADEMY.
- That Defendant's rely on the fact that there had been approximately ten more students enrolled in the Academy to demonstrate that they have not harmed the Academy. However, three (3) of the private schools in the Las Vegas area that compete with the Academy, Temple Beth Sholom, Las Vegas Day School and the Meadows are operating at near capacity and have a waiting list to get in and the Hebrew Academy is only operating at approximately 40% of its capacity. That as a result of the actions of Tamar Lubin, many parents have removed their children from the MILTON I. SCHWARTZ HEBREW ACADEMY to enroll them in either the Meadows, Temple Beth Sholom, the Las Vegas Day School, or to place them in public school. As a result, the MILTON I. SCHWARTZ HEBREW ACADEMY is suffering irreparable harm as long as Tamar Lubin remains employed. Attached to this Motion as Exhibit " " are true and correct copies of petitions from parents that have either removed their children or are considering removing their children from the MILTON I. SCHWARTZ HEBREW ACADEMY as a result of the actions of Tamar Lubin. Two of the former directors of the Hebrew Academy, Sam Ventura and Dr. Neville Pokroy, have informed Affiant that at least fifty (50) students that were removed from the school are waiting to return to the MILTON I. 28 SCHWARTZ HEBREW ACADEMY as soon as Tamar Lubin leaves.

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- attached as Exhibit "B" to the Defendant's Opposition To Plaintiff's Motion For Declaratory Judgment And Injunctive Relief And Countermotion For Sanctions; Countermotion To Dismiss Or, In The Alternative, For A More Definite Statement are not a true and correct copy of the minutes of the meeting that occurred on May 21, 1992.
- Directors, it was determined that a conflict existed between the Bylaws which mandated the time required for the nominating committee to give its report and the time that elections could occur after that report was given. That as a result, it was resolved at the May 21st meeting that the only way elections could occur in the June meetings was that new Bylaws would be approved at the beginning of the June meeting and a provision in the new Bylaws would delete the time period which must occur between the report of the nominating committee and the election. Once the new Bylaws were approved, the elections could be held during the June meetings. Otherwise, elections could not be held until the July meeting.
- Dr. Edward Goldman that the nominating committee had decided that due to the conflict in the Bylaws and the discussion that occurred at the May 21, 1992 Board meeting, that the elections should be put off until the July Board meeting. That as a result of this conversation, Affiant drafted the letter dated June 11, 1992. Affiant sent that letter to each of the board members of the MILTON I. SCHWARTZ HEBREW ACADEMY indicating to them that the elections would not occur at the June meeting.
 - 13. That during the June 18, 1992 meeting of the Board of

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1 Directors, the Directors did not vote on the Bylaws. That at the June meeting, Affiant strenuously objected to the fact that elections were going on.

14. That Affiant was specifically requested by Lenard Schwartzer, a member of the Defendant, the Second Board of Directors, to not file this suit until after the fundraisers and Jewish holidays occurred. In addition, Affiant attempted to arrange a meeting with members of the Defendant, the Second Board of Directors, to resolve this dispute. However, the meeting never took place because Tamar Lubin was acting in bad faith and refused to allow the meeting to occur.

15. That on May 21, 1992, the Board of Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY consisted of Milton I. Schwartz, Michael Novick, Dan Goldfarb, Cynthia Michaels, Frederick Berkley, Dr. Edward Goldman, Scott Higginson, Dr. Tamar Lubin, Lenard Schwartzer, Robert Rikita, Ira Sternberg, Geri Rentchler, Don Schlesinger, and Dr. Richard Ellis. In addition, that Roberta Sabbath and Jr. Neville Pokroy were Honorary Members of the Board of Directors. Honorary Members can advise the Board of Directors but they cannot vote.

16. That on July 16, 1992, Affiant called a meeting of the Board of Directors at Affiant's home because Affiant was not allowed on the premises of the MILTON I. SCHWARTZ HEBREW ACADEMY. That at that meeting the Board of Directors first voted for new Bylaws which removed the requirement that the Board wait thirty (30) days after receiving the Nominating Committee's report to hold an election.

17. That as of November 5, 1992, the Plaintiff's Board of Directors consisted of: 26 Milton I. Schwartz, Mike Novick, Abigail Richlin, Frederick Berkley, Dr. Edward Goldman, Phyllis Darling, Sam 28 Ventura, Dr. Alvin Blumberg, Roger Soime, Wendy Roselinsky, Ira

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Sternberg, Bob Rakita, Dr. Richard Ellis, Scott Higginson and Dr. Tamar Lubin. However, Ira Sternberg, Bob Rakita, Dr. Richard Ellis, Scott Higginson and Dr. Tamar Lubin have not acknowledged the past three (3) Board notices Affiant sent out, nor did they attend the July, August or November Board meetings, nor did they return telephone calls.

Assistant Superintendent, Administrative Operations and Staff Relations of the Clark County School District, and a member of the Board of Directors, that there is an inadequate degree of critical skills teaching in the upper classes. In addition, Affiant was told that if this is not corrected the education of the students who attend the MILTON I. SCHWARTZ HEBREW ACADEMY will suffer irreparable harm.

FURTHER AFFIANT SAYETH NAUGHT.

MILTON I. SCHWARTZ

SUBSCRIBED AND SWORN to before

CIANNE SANDERS

me this 12 day of February, 1993

NOTARY PUBLIC

LAW OFFICE OF DANIEL MARKS 302 East Carson, Suite 702 Las Vegas, Nevada 89101 (702) 386-0536

EXHIBIT "2"

Present:

THE HEBREW ACADEMY Minutes of the Board of Trustees Special Meeting August 14, 1989

Ellictt Klain
Gerri Rentchler — 389-6/FT

Neville Pokrcy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

Milton Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Eccause of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the \$41,000 allocation for scholarships provided. The Hebrew Academy provided \$28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartzer, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is: they now request the recipients names for the scholarships).

George Rudiak moved that the Beard accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz & stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional \$360,000.

A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

Motion to ajourn meeting at 2:15pm. Seconded and approved.

Just Missarraugh Susan McGarraugh Acting Secretary A. Jonathan Schwartz, Esq.
MILTSON CONSULTING, INC.

2293Duneville Street Las Vegas, NV 89146 (792)383-6767 - Phone (702)387-8770- Fax

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DATE:
RE
FAX NUMBER:
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"Staff" on This issure
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note date of minutes

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and or example from disclosure under applicable law. If the reader of this is not the intended recipient, or the employee or agent for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is strictly prohibited.

August 14, 1989

Milton I. Schwartz 2120 Silver Avenue Las Vegas, Nevada 89102

RE: Gift of Milton I. Schwartz to The Hebrew Academy

Dear Mr. Schwartz:

006823

The Hebrew Academy acknowledges with thanks your generous gift of \$500,000 to be used in the Academy's building program for the construction of the new campus at Summerlin.

In appreciation and recognition of this gift, the Board of Trustees of The Hebrew Academy has decided to name the new campus the "Milton I. Schwartz Hebrew Academy," in perpetuity for schlong as The Hebrew Academy exists and for so long as may be permitted by law, your name to be appropriately commemorated and memorialized at the academy campus.

Sincerely yours,

EXHIBIT "3"

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SCHWARTZ OFFICE

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CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE HEBREW ACADEMY AUG ? A Nevada Non-Profit Corporation 2 49 811 '91

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

- 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.
- 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 μ^{\dagger} 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.



MOTARY PUBLIC TOTT PUT

STATE OF NEVADA 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 scal 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.

LINDA DAUGHERTY Notary Public - Neveda Clark County

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EXHIBIT "4"

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FROM: 17 10: 1 20 10: 20 1

BYLAWS OF

Exhibit A

THE MILTON I. SCHWARTZ HEBREW ACADEMY

ARTICLE I

NAME AND OFFICE

- 1. Name: The name of this corporation is The Milton I. Schwartz Hebrew Academy (hereinafter referred to as The Academy) and schall remain so in perpetuity.
- Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

ARTICLE II

TRUSTEES

- The governing board of the corporation shall be known as the Board of Trustess and the membership of the Board of Trustees shall constitute the corporation.
- 2. The Board of Trustees shall be composed of fourteen members elected by the Board of Trustees and the school head.

- 3. In the event the parents of the students of The Academy form a parent-teacher organization with dues paying members representing at least fifty percent of the student body, which holds regular meetings, such organization shall be entitled to one representative to the Board of Trustees at the discretion of the Board of Trustees and, dependent upon the activity level and services rendered to The Academy by the parent-teacher organization.
- 4. In the event of a vacancy during the term of a trustee, the Board of Trustees shall appoint, after due consultation with the nominating committee, a person to fill the unexpired term.

BYLAWS OF

THE MILTON I. SCHWARTZ HEBREW ACADEMY

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- 4. In the event of a vacancy during the term of a trustee, the Board of Trustees shall appoint, after due consultation with the nominating committee, a person to fill the unexpired term.

- 5. Election of members of the Board of Trustees shall be conducted during the regular June meeting of the corporation or as soon thereafter as possible.
- 6. The election of the Chairman of the Board of Trustees, president, vice president, secretary and treasurer's offices in both the corporation and the Board of Trustees shall be held at the first meeting of the original Board of Trustees for a one-year term. Subsequent elections shall be held in conjunction with the annual June trustee elections.
- 7. If, for any reason, any trustee is not elected in the time and manner provided for by these Bylaws, such trustee shall continue to serve until such time as his successor has been elected.
- 8. A functional quorum of trustees shall consist of forty percent of the total number of trustees then serving, except during such periods of time when the total number of trustees actually serving is twelve or less, in which event a quorum shall consist of a majority of such trustees.
- 9. In the event a trustee fails to attend three consecutive meetings of the Board of Trustees, the Chairman shall direct a letter to be sent to the last known address of such trustee, requesting a written confirmation as to whether or not he/she desires to continue to serve. In the event that the confirmation letter is not received by the chairman prior to a fourth consecutive meeting, which such trustee has failed to attend, the office of the trustee shall be deemed thereafter vacant. In the

absence of the chairman, the secretary or treasurer may direct such a letter.

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10. The Board of Trustees may, from time to time, elect a person to serve as an honorary trustee. An honorary trustee shall be entitled to attend and participate in all meetings of the Board of Trustees but shall have not vote. An honorary trustee shall serve until removed by the Board of Trustees.

ARTICLE III

 The Chairman shall preside over all meetings of the Board of Trustees. In case of his/her absence, a chairman selected by Board members present shall preside.

ARTICLE IV

COMMITTEES

- 1. Chairmen: All chairmen of committees shall be chosen by the president annually for one year terms during which each chairman of each committee shall preside over committee affairs, be responsible for active disposal of committee business and be required to give adequate notice to committee members of all committee meetings.
- 2. Executive Committee: The Executive Committee shall manage the interim business and affairs of the corporation, excepting the Board's power to adopt, amend or repeal bylaws. The Board of Trustees shall have the power to prescribe the manner in which proceedings of the executive committee and other committees shall be conducted. The executive committee shall be composed of the president, the vice president, the treasurer and the secretary.

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The executive committee shall be the primary management mechanism between meetings of the Board of Trustees.

- 3. Nominating Committee: Members of this committee shall be appointed by the corporate president and the committee shall consist of three trustees. The committee shall submit a full report to the Board of Trustees no later than thirty days in advance of the June election. Any trustee in good standing may freely submit additional nominations, provided that such nominations are submitted in writing to the nominating committee and to the remaining members of the Board of Trustees no later than thirty days prior to the annual election. There shall be no nomination from the floor at the time of the elections.
- 4. Student Aid Committee: The student aid committee shall be appointed by the president and shall consist of a minimum of three members of the Board of Trustees. This committee shall review and consider all applications received by the Academy from any child enrolling in the Academy seeking a reduction in tuition fees.
- 5. <u>Corporate Officers</u>: The elected officers of the corporation shall be the same as the officers of the Board of Trustees.
- 6. <u>Vacancies</u>: The Board of Trustees of the Academy shall alone determine when a vacancy exists in any corporate or Board position appearing on the annual election slate, and shall report all such vacancies, from time to time, to the chairman of the nominating committee, who shall immediately convene his/her

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committee for the purpose of receiving and submitting recommendations to the Board of Trustees in order to fill such

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- 7. Removal of Trustee: Any trustee may be removed from office through an affirmative vote by two-thirds of the total members of the Board, pursuant to a motion registered in person at any regular or special meeting called for that purpose; an adequate basis for removal shall consist of any conduct detrimental to the interest of the corporation. Any trustee, properly proposed to be removed because of conduct detrimental to the corporation, shall be entitled to at least five days notice in writing by mail of the meeting during which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.
- 8. <u>Compensation and Expenses</u>: Trustees shall not receive any salary or compensation for their services as Trustee, nor any compensation for expenses incurred in connection with such services.
- 9. <u>Standing Committees</u>: The following committees shall be designated permanent committees:
 - a. Fund-raising
 - b. Nominating
 - c. Student
 - d. Building Fund
- 10. Other Committees: The president may establish and appoint members in good standing to additional committees, from

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vacancies.

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time to time, as he/she or the Board of Trustees may deem appropriate.

ARTICLE V

DESCRIPTION AND DUTIES OF OFFICERS OF THE BOARD

- 1. <u>Chairman of the Board</u>: The Chairman shall preside at all meetings of the Board of Trustees. One person may hold the position of Chairman and President.
- 2. <u>President</u>: The president shall preside at all meetings of the Board of Trustees. He/she is authorized to exercise general charge and supervision of the affairs of the corporation and shall be deemed invested with adequate authority to perform such other duties as may be assigned to him/her by the Board of Trustees. He/she shall serve two consecutive terms.
- 3. <u>Vice President</u>: At the request of the president or in the event of his absence or disability, the vice president shall perform the duties and possess and exercise the correlative powers of the president. To the extent authorized by law, the vice president may be invested with such other powers as the Board of Trustees may determine, and perform such other duties as may be assigned to him/her by the Board of Trustees.
- 4. <u>Secretary</u>: The secretary shall attend and keep the minutes of all meetings of the Board of Trustees. He/she shall keep an alphabetically arranged record containing names of all members of the corporation, showing their places of residence; such record shall be open for public and member inspection as prescribed by law. He/she shall perform all duties generally incidental to

the office of secretary, although such duties are subject to the control of the Board of Trustees, additional duties being properly assignable by the Board to the secretary.

5. Treasurer: The treasurer shall maintain all financial records of the corporation and shall supervise and be responsible for those persons whose duty it will be to receive and disburse all corporate funds and maintain complete records of accounts. The treasurer is additionally charged with the preparation and submission of an annual financial statement and a budget to the Board of Trustees.

ARTICLE VI

MEETINGS OF THE BOARD OF TRUSTEES

The Board of Trustees shall meet monthly in accordance with a regular basis to be determined by Board resolution. Additional meetings may be hold at the call of the president upon one week's notice. Such notice shall be given in writing if possible, or otherwise by telephone. Meetings may be held at the call of the Chairman without regard to the aforementioned notice requirements, although subject to good faith duty to attempt notification of all trustees.

ARTICLE VII

ELECTIONS

Except in the case of voting by acclamation, all voting shall be by secret ballot and no ballot shall be deemed valid unless it

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contains a vote for a number of candidates equal to the number of vacancies to be filled. A majority of valid ballots cast shall be required to elect a trustee to office.

ARTICLE VIII

AMENDMENTS

The Board of Trustees shall have the power to make, ulter, amend and repeal the bylaws of the corporation by affirmative vote of a majority of the full board at a meeting duly noticed therefor.

ARTICLE IX

RULES

- The Board of Trustees may adopt such Rules of Order and Procedure for the conduct of the business of its meetings as they deem appropriate, provided that such Rules are not inconsistent with these bylaws.
- 2. In the absence of specific Rules adopted by the Board of Trustees and in all cases not covered by these bylaws, all deliberations and procedures shall be governed by Robert's Rules of Order, Revised.

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, being a majority of all the persons appointed in the Amended Articles of Incorporation to act as the first Board of Trustees of The Hebrew Academy hereby assent to the foregoing bylaws and adopt the same as the bylaws of said corporation.

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BYLAWS

OF

Exhibit F

THE MILTON I SCHWARTZ

IEEBREW ACADEMY .

ARTICLE I

PURPOSE AND POWERS

Section 1,01. Name The name of the Corporation is the Milton I. Schwartz Hebrew Academy and will remain so in perpetuity.

Section 1.02. Purpose. The Corporation shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation.

Section 1.03. Powers. The Corporation shall have such powers as are now or may hereafter be granted by the Nonprofit Corporation Act of the State of Névada.

ARTICLE II

OFFICES

The principal office of the Corporation for the transaction of its business is shall be located at 9700 West Hillpointe Road, Las Vegas, Clark County, Nevada. The Corporation shall have and sominuously maintain in the State of Nevada a registered office and a registered agent and may have other offices within or without the State of Nevada as the Board of Trustees may from time to time determine.

ARTICLEDI

BCARD OF TEUSTEES

Section 3.01. General Powers. All of the business and affairs of the Corporation skall be managed and controlled by the Board of Trustees.

Section 3-32. Number Flection And Tenure. The Board of Trustees shall consist of not less than 12 nor more than 20 members (each member may bersinafter be referred to as a "Trustee" and, occleaily sly, as the "Trustees"). Each of the Trustees of the Corporation shall be elected and any timed to the office at a duly constituted meeting of the Board of Trustees, and shall serve for a

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term of three (3) years. A Trustee's term of office shall commence upon the election and appointment of such Trustee and shall continue until the earlier to occur of the election and appointment of such Trustee's successor or the death, resignation or removal of such Trustee. The election of Trustees shall be staggered. The School Head shall not be eligible for election to the Board of Trustees as a Trustee while serving the Corporation in such capacity.

Section 3.03. Expficio Members Of The Board. The Trustees may from time to time, with the consent of a majority of the Board of Trustees, appoint one or more additional persons, including, without limitation, the School Head, as ex officio members of the Board. Expficio members of the Board of Trustees shall be entitled to all of the rights and privileges of Trustees but shall not have any writing rights nor shall they be counted in determining the existence of a quorum.

Section 3.04 Annual Meeting. Unless action is taken by written consent, an annual meeting of the Board of Trustees shall be held in June of each year, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the purpose of electing Officers (as hereinafter defined) and Trustees and for the transaction of such other business as may come before the meeting.

Section 3.05. <u>Require Meeting</u>. Unless action is taken by written consent, a regular meeting of the Board of Trustees shall be held at least once every ninety (90) days, at such time and place as shall be designated by the President of the Corporation in the notice of the meeting for the transaction of such Corporate business as may come before the meeting, unless otherwise determined by a majority vote of the Board of Trustees. The Board of Trustees may provide by resolution for the holding of additional regular meetings

Section 3.06. Special Mentines. Special mentings of the Board of Trustees may be called by the Secretary at the direction of the President of the Corporation, or a majority of the voting Trustees then in office, to be held at such time and place, either within or without the State of Navada, as shall be designated in the notice of the meeting.

Section 3.07. Notice. Notice of the time and place of any meeting of the Buard of Trustees shall be given at least three days previously thereto by written notice delivered personally or sent by mail or telegram to each Trustee at this address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a scaled envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of any meeting. The amendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or provened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by statute or under these Bylaws.

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Section 3.08. Quenum A simple majority of the Board of Trustees shall constitute a quenum of the transaction of business at any meeting of the Board of Trustees. If no quorum is present at any meeting of the Board of Trustees, no business of the Corporation may be conducted, except that a majority of the Trustees present may adjourn the meeting from time to time without further notice.

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Section 3.09. Action By Written Consent. Any action which may be taken at any annual, regular or special meeting of the Board of Trustees may be taken without a meeting if a written consent is distributed to the Trustees, setting forth the proposed action, providing an opportunity for the Trustees to specify approval or disapproval of any proposal. The written consent shall be filled with the Secretary of the Corporation and maintained in the corporate records.

Section 3.10 Manner Of Acting.

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- (a) <u>Formal Action by Trustees.</u> The act of a majority of Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees.
- (b) <u>Informal Action by Trustees.</u> No action of the Board of Trustees shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each Trustee entitled to vote.
- (c) <u>Telephonic Meetings</u>. Trustees may participate in a meeting of the Board of Trustees through the use of a conference telephone or similar communications equipment, so long as all Trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.
- Section 3.11. <u>Pesignations</u>. Any Trustee may resign from the Board of Trustees strany time by giving written notice to the President or the Secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 3.12. <u>Removel</u>. Any Trustee may be removed from office, with or without cause, by a two-thirds (2.3) vote of the Board of Trustees of the Corporation at any regular meeting of the Board of Trustees of the Corporation or at any special meeting of the Board of Trustees specifically called and noticed for that purpose. A Trustee may be removed for any reason whatsoever, including, without limitation, the following:
- (a) The failure of a Trustee to attend three (3) consecutive meetings of the Board of Trustees of the Corporation;
- (5) The Trustee committe any set of emission that brings disrepute or embarrasement upon the Corporation,

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(c) The Trustee repeatedly and persistently falls to abide by the policies

emabilished by the Board of Trustees of the Corporation; or

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- (i) The Trustee discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied consent of the Board of Trustees.
- Section 3.13. <u>Varancies</u>. Any vacancy on the Board of Trustees of the Corporation whether created by the death, resignation or removal of a Trustee or by an increase in the number of Trustees, may be filled at any time by a majority of the remaining Trustees.
- Section 3.14. Compensation Reimbursement for Expenses. Trustees shall not be entitled to receive any salary or other compensation from the Corporation for their services as Trustees of the Corporation. Trustees shall be entitled to reimbursement for actual expenses incurred by the Trustees related to the performance of their duties; provided, that the Board of Trustees shall have the right to establish rules and other guidelines regarding such reimbursements.

ARTICLEIV

STANDING AND SPECIAL COMMITTEES

Section 4.01. Executive Committee. There shall be an Executive Committee which shall be comprised of (i) the Officers of the Corporation, (ii) the School Head and (iii) any other person or persons designated by the Board of Trustees. The School Head and any other person or persons appointed by the Board of Trustees to the Committee (other than the Officers of the Corporation) shall be members of the Committee, ex officio, or without a vote.

The Executive Committee shall advise and aid the Board of Trustees of the Corporation in all matters concerning the Corporation's interests and management of its business and, when the Board of Trustees is not in session, the Executive Committee shall have and may exercise its powers as may be from time to time to expressly delegated to it by the Board of Trustees

Section 4.02. Nominating Committee: There shall be a Nominating Committee which shall be comprised of at least three Trustees and the School Head. The Nominating Committee shall be responsible for reviewing any candidates for election to the Board as a Trustee and submitting recommendations regarding such candidates to the Board of Trustees. Such recommendations regarding such candidates to the Board of Trustees. Such recommendations regarding such candidates to the Board of Trustees. Such recommendations of the Trustees at least thirty (30) days prior to the date of the meeting of the Board of Trustees at which the election of Trustees is to occur.

Section 4.93. Other Committees Philier the Board of Trustees or the President, rebject to the approval of the Board of Trustees, may preste such other committees from time to time as it deems necessary.

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Section 4.04. <u>Chairpersons</u>. The President, subject to the approval of the Board, shall select the members and designate the Chairperson of any committees crossed hereunder and shall prescribe their duties which shall not be inconsistent with these Bylaws.

ARTICLE V

OFFICERS

- Section 5.01. <u>Officers</u>. The officers of the Corporation shall consist of the President, the First Vice-President, the Second Vice-President, Secretary, and Treasurer, and any subordinate officer or officers to fill such subordinate office or offices as may be created by the Board of Trustees (each officer may hereinafter be referred to as an "Officer" and, collectively, as the "Officers") Any person may hold more than one office.
- Section 5.02. <u>President</u>. The President shall preside at all meetings of the Board of Trustees or the Executive Committee at which he or she may be present; shall perform such other duties as may be prescribed by these Bylaws or assigned to him or her by the Board of Trustees, and shall operationate the work of the Officers and committees of the Corporation in order that the purposas of the Corporation may be premoted.
- Section 5.03. <u>First Vice-President</u>. The First Vice-President shall aut as an aid to the President and shall perform the duties of the President in the absence or disability of that Officer to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.
- Section 5.64. <u>Second Vice-President</u>. The Second Vice-President shall act as an aid to the President and shall perform the duties of the President in the absence or disability of the President and the First Vice-President to act. He or she shall carry out such additional duties as may be assigned to him or her by the President or the Board of Trustees.
- Section 5.05. Secretary. The Secretary shall record the minutes of all meetings of the Board of Trustees and the Executive Committee, and shall perform such other duties as may be delegated to him or her.
- Section 5.26. Treasurer. The Treasurer shall have outstody of all of the funds of the Comporation, shall keep a full and accurate account of receipts and expenditures, and shall make dishursements in accordance with the approved budget, as authorized by the Board of Trustees or of the Executive Committee. The Treasurer shall present interim financial reports when requested by the Board of Trustees or the Executive Committee, and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such backs of accounts and records as conform to the requirements of the Bylaws.

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Section 5.67. Duties. All Officers shall perform the duties presented in these Bylaws and the other duties as may be assigned to them from time to fine. All Officers shall deliver to their successors all official material not later than ten (10) days following the election of their successors.

other of business at the arrupt meeting of the Board of Trustees. Officers shall serve for a term of Hection. The Officers of the Corporation shall be elemed accountly as the Bran ose (1) year and until the election and qualification of their successors. To be eligible for election as an Cilican of the Corporation, a person must be serving as a Trustee of the Corporation. Section 5.05.

Section 5.07 <u>Vacancy.</u> The Board of Thustees may full any vacancy crusted by death, resignation or removal of say. Officer, for the crosspired term of such Officer, at any regular meeting dithe Board of Irustees of the Corputation of at any special meeting specifically called and noticed for that purpose.

Section 5.13 <u>Bemoval.</u> The Board of Trustees may remove my Officer at any regular meeting of the Board of Trustees of the Compression are any special meeting specifically called and noticed for that purpose. An Officer may be removed for any reason whatsoever, including, without Intration, the following:

- The Officer committees any act or omission that brings disrepore emberrassment upon the Corporation;
- (c) The Officer repeatedly and persistently falls to abide by the politices of the Comporation; or
- The Officer discloses any confidential information concerning the Corporation or any of the schools operated by the Corporation to any third parties without the express or implied convent of the Roard of Trustoes. 9

ANTICLE VI

INDEMNIFICATION OF TRUSTERS, OFFICERS, ENPLOYEES AND AGENTS, INSURANCE

Section 5,01. The Corporation shall indemnify, to the maximum extent permitted by the law, My person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, oringial, administrative or investigative, uscept an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Thussee, Officer, employee or agent of the Compration, or is or was serving at the request of the Compoundion as a Tristee, Officer, employee or agent of another corporation, partnership, joint verture, trist or ctive atterprise, sgainst expenses, including attermors loss, judgments, fines and amounts paid in settlement actually and responsibly including by him of her in consection with such action, stilt overcourseling in a manner with near size reasonably believed to be in

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adnot apposed to the best interests of the Corporation, and, with respect to any artificial antion of proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any sonion, suit or proceeding by judgmont, order, semiement, conviction, or upon a pieu of pala optionical contraction of itself, create a presumption that the person did not act in good faith and in a manner which he or the reasonably believed to he in or not opposed to the best atheress of the Corporation and that, with respect to any charinal action or proceeding, no or the had the sonable cause to believe that his conduct was unlawful.

The Corporation shall indensify, to the maximum extent permitted by the law, any person who was or is a party or is threatened to be made a party to any threatened, pending or equipleted action or suit by or in the dight of the Corporation to procure a judgment in its favor by reason of the flor that he is or was a Thustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Irustoe, Officer, employee or agent of arother ubrit original parmership, joint veature, trust or other enterprise against expenses, including an omeys' fees, actually and reasonably incurred by Lim in connection with the defense or surfement of such action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to de la offact opposed to the best interests of the Corporation, but no indemnification shall be made in respect of any claim, issue or matter as to which such parson has been adjudged to be liable for negingence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was prought determines upon application that, daspite the acjudication of Bability but in view of all the circumstances of the cose, such person is fally and reasonably entitled to indemnity for such expenses as the court deems proper Section 5.01.

to in Sections 6.01 and 6.02, or in defense of any dishin, issue or matter thering, he or she shall be Section 6.63. To the extent that a Trustee, Officer, employee or agent of the Corporation has been successful on the ments or otherwise in defense of any action, suit or proceeding reformed indemzified by the Corporation sgainst expenses, including attorneys' fees, actually and reasonably manned by him in connection with such defense.

indemnification of the Trustee, Officer, omployee or agent is proper in the diroumstances because he has met the applicable standard of conduct sor forth in Sections 6.01 and 6.02. Such determination Section 6.64. Any indemnification under Sections 6.01 and 6.02, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that

By the Board of Tostues by analoniy vote of a quorum consisting of Tostoes who were not parties to such any suit or proceedings orders, by independent legal If Such a granum of districted Targues so מכיינוס השנונה שונים כייווסעו כר

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Section 6.35. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, Officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this section.

Section 6.06 The indemnification provided by this section:

- (a) Does not exclude any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested Trustees or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office; and
- (b) Shall continue as to a person who has ceased to be a Trustee, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
- Section 6.37. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, employee or agent of another corporation, parthership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or ansing out of his or her status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

ARTICLE VII

CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

- Soution 7.01. Contracts. The Board of Trustees may authorize any Officer or agent of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.
- Section 7.02. <u>Bernowing</u>. No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trastees. Such authority may be general or confined to specific instances.
- Section 7.43. <u>Denosits</u>. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

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Section 7.04. Chiq. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the Corporation. The Board of Trustees may vary the use to which a specific contribution, gift, bequest or devise can be put in the event the use for which the contribution, gift, bequest or devise is to be used becomes impossible, unnecessary, impractical or contrary to the best interests of the Corporation.

ARTICLE VIII

MISCELLANTOUS

Section 8.01. Books And Records. The Corporation shall keep correct and complete books and records of account, and the minutes of the proceedings of the Board of Trustees and Executive Committee. Copies of the minutes of the Board of Trustees and of the Executive Committee shall be regularly distributed to each member of the Board of Trustees and the Executive Committee. The adoks and records of accounts, and the records of the actions of proceedings of the Board of Trustees and the Executive Committee shall be open to inspection upon the written demand of any Trustees at any reasonable time and for any purpose reasonably related to its interest as a Trustee. Such inspection may be made by any agent or attorney of the Trustee and the right to make such inspection shall include the right to make extracts.

Section 8.02. Intentionally Deleted.

Section 8.03. <u>Fiscal Year.</u> The fiscal year of the Corporation shall begin on the first day of July and and on the last day of June in each year unless otherwise determined by resolution of the Board of Trustees.

Section 8.64. Waiver Of Notice. Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nevada or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 3.05 <u>Self-Dealing</u>. In the exercise of voting rights by members of the Board, no individual shall vote on any issue, motion, or resolution which directly or indirectly inures to his benefit figureially except that such individual may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in the discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

Section 8.06 I cans To Officers And Trusters Prohibited. No loans shall be made by the Corporation to its Officers or Trustees. The Trustees of the Corporation, and any Officer or Officers inaking of a loan to an Officer or Trustee of the Corporation, and any Officer or Officers

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is an adjusting in the makeng of spota loan, phalicked or and severally babbe to the Comportation for the contests of the comportation for the

Section 5.37. <u>Additional Grantinations</u>. The Board of Trustees may authorize the formation of such quiditary organizations as would in the opinion of the Board assist in the fulfillment of the paper of the Corporation.

Section 2.08. English. The Roserd of Trustees may slipps smend on reposit Series and the Sections with these Bylowsy for the meragement of the internal affairs of the Compared on and the governance of its Officers, agents, commitment and employees.

Faction 8.09 <u>Conduct of Messing</u> Factories Rules of Order, latest edition, or entitled station manual or provesions, guide concerning the conduct of meetings which is confined to support on a similar to the Conparation shall govern the panding of meetings when not in confine apports one similar to the Conparation shall govern the panding of meetings when not in confine with the Archer of Incorporation of the Association, those Bytava and any rules adopted gursuant to Section 8.08 of these Bylaws.

ASTOCLETA

These Bylaws may be pitered, amended or repealed and new Bylaws may be adopted by votal efficientiatis (2/3) of the Board of Churtous with the approval of two-durds (2/3) of the Miembers

Br- Carl Ca Zan -

Asopras tile 13th day of Agni 10 99

The underlayined hereby certains that the foregoing are the Bylaws of the Milton I. Linguis Hebrew Academy as adopted on the data hereof.

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EXHIBIT "6"

FPIT S		Exhibit G
	UITCLAIM DEED	P.XIII.OIL G
THIS INDENTURE WITNESSETH: The L	The Hewbrow Academy, a Nev- corporation	ada non-profit
The Milton I. Schwart	the receipt of which is hereby acknowledged, do here	by requested and forese, author is
	s Heyhrew Academy, a Nevada	
oil that real property situate in the	Courty of	Clark
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"SUMMERLIN VI in the City of of Revada, as subdivision r Instrument Fo in Book 045 o	LLAGE I MORFH" subdivision, f Las Vegas, thunty of Clark shown on the Amended Plat (ecorded on February 8, 1990 . 00445 in Book 900208 and of Plats, Page 0010, in the Caccorder of Clask County, 2	situated t, State of said as on file
Together with all and singular the tenements, her	editaments and appurtenances thereunto belonging	or in anywise appertaining.
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	Milton I. Sohw	artz, President
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Milton I. Senwartz,		
President		
while me to be the nervon described in and who executed threquing influence who acknowledged to me that necessarily and for the size, and bores there mentioned.		
hoter Public in and for said County to State.		
SUSAN McGARRAUGH		
Hotery Public - State of Newada Assument Remed is Carl Court	1	E-11
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PETN Ex. Page 39 of 55

EXHIBIT "7"

Edward Everett Hale William C. Davis Set - Lane Reisert D. Martin Rene Ellen Feinstein 1 Stantes Peck action D. Dennison - Tracy L. Mathia I. Scott Dogotz k. Chaig Haward Nictord Bennett James L. Kelly Stephen V. Nevacek - Jeremy J. Nerk Richard L. Elmute Joel M. Koryadia NW Skrinfarie Marilya L. Skender Lound F Schwarzer Daryl M. Sallivan Dawn M. Clear Slex L. Flangas Daniel L. Christensen David A. Riggif Of Counsel: Gare B. Gelfand * J.D., aducted in Colifornia and New York only ~ 1 (), admitted in Wed Virginia only

Hale, Latte Peek, Dennison and Howard

> A Prefessional Gerporation Accesses and Councellors at Law

REPLY TO LAS VEGAS 2360 West Sahara Avenue Surte 800, Box 8 Las Vegus, Nevada 89102 Telephone (702) 362 5118 Fax (702) 365 6940

Reno Office 50 West Liberty Street, Suite 650 Reno, Nevada 89501 Post Office Box 3237 Reno, Nevada 89505 Telepiune (702) 786-7960 Fax (702) 786-6179

Exhibit N

July 17, 1992

Milton I. Schwartz 2120 Silver Avenue Las Vegas, Nevada 89102

Dear Milton:

I am writing this letter requesting that whatever you do you consider what is best for the Milton I. Schwartz Hebrew Academy. From my point of view, as a parent of children in the school and a former board member, it would be best for the Academy and you, if you throw your support behind the Board of Trustees and Ira Sternberg, as its president. That way everyone will be able to concentrate on building the school up -- raising funds, recruiting students, etc.

It's your school, it has your name on it forever, I know you will do the right thing.

1-0

Lenard E. Schwartzer

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EXHIBIT "8"

SUPPLEMENTAL AFFIDAVIT OF MICHAEL NOVICK

STATE OF NEVADA)
COUNTY OF CLARK)

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MICHAEL NOVICK, being first duly sworn, upon oath, deposes and says:

- This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters,
 I believe them to be true, and if called as a witness, I would competently testify thereto.
- That Affiant hereby affirms under penalty of perjury that the assertions of this Affidavit are true.
- 3. This Affidavit is submitted in support of Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Declaratory Judgment and Injunctive Relief; Plaintiff's Opposition to Defendant's Countermotion for Sanctions; Plaintiff's Opposition to Defendant's Countermotion to Dismiss or, in the alternative, for a more definite statement; and Plaintiff's Countermotion to Strike Defendant's Opposition.
- 4. That Affiant is a First Vice President of Investments with Dean Witter Reynolds, Inc. and donates Affiant's time to the Board of Directors of the Milton I. Schwartz Hebrew Academy as a public service.
- 5. That Affiant was elected to the Board of Directors in January of 1991.
- 6. That Affiant was a member of the Board of Directors on May 21, 1992 and was present at the Board of Directors meeting that occurred on that date.
 - 7. That the minutes of the May 21st meeting that are

LAW OFFICE OF DAMIEL MARKS 302 East Carson, Suite 702 Las Vegas, Nevada 89101 (702) 386-0536 attached as Exhibit "B" to the Defendant's Opposition To Plaintiff's Motion for Declaratory Judgment and Injunctive Relief And Countermotion For Sanctions; Countermotion To Dismiss Or In The Alternative, For A More Definite Statement is not a true and accurate copy of the minutes of the May 21st meeting. That at the May 21, 1992 meeting, the Board of Directors agreed to hold the elections in June of 1992 only if problems with the Bylaws could be resolved prior to the election occurring. In addition, the Board of Directors also discussed problems with the Bylaws relating to the thirty (30) day requirement and that the nominating committee had recognized that this problem would also have to be resolved prior to the elections being held.

- 8. That on or about June 11, 1992, Affiant received a letter from Milton I. Schwartz, Chairman of the Board and President of the Hebrew Academy and that this letter stated that the Board of Directors would not be having elections at the meeting on June 18, 1992. That as a result of receiving this letter, Affiant did not attend the June 18, 1992 meeting due to the fact that another business meeting had also been scheduled for that time.
- 9. That had Affiant not received this letter, Affiant would have rearranged Affiant's schedule to attend the meeting so that Affiant could vote.
- 10. That Affiant has attempted to mediate the dispute between the Plaintiff and the Defendant in the instant action. That the Affiant and Frederic Berkley attempted to attend a board meeting in August of 1992. However, Mr. Berkley was barred from entering the meeting and was informed that he was no longer a member of the Board of Directors. Affiant was allowed to attend the meeting, but no progress was made toward resolving the dispute. In addition, Affiant had numerous

LAW OFFICE OF DAMIEL MARKS 302 East Carson, Suite 702 Las Vegas, Nevada 89101 (702) 386-0536

conversations with Tamar Lubin in an attempt to resolve this conflict. Affiant also attempted to arrange a meeting between Tamar Lubin, Ira Sternberg, Lenard Schwartzer, Milton Schwartz and Affiant. However, they refused to meet with Affiant, Milton Schwartz, and Mr. Schwartz' attorneys.

- 11. That on September 3, 1992, Tamar Lubin instructed Affiant to offer to return \$500,000 to Milton I. Schwartz.
- 12. That Affiant understands that the \$500,000 was the amount of money Milton I. Schwartz donated to the Hebrew Academy prior to Milton I. Schwartz being elected Chairman of the Board of Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY.
- 13. That in September of 1992, Affiant received a letter from the Defendant's stating that Affiant would be removed from the Defendant, the Second Board of Directors unless: (1) Affiant recognized that the Defendant, the Second Board of Directors is the true and correct Board of Directors; (2) Resigned; or (3) came and talked to the Defendants on September 27, 1992. Affiant responded in writing that Affiant would be in Phoenix for Rosh Hashana on the 27th and unable to meet with them. Affiant subsequently received a letter notifying Affiant that Affiant was removed from the Board of Directors of the Defendant.
- 14. That the Hebrew Academy will suffer irreparable harm if the actions of the Defendant are not stopped. That as a result of the actions of the Defendant and in particular Tamar Lubin, Affiant believes there has been a high turnover of teachers since the Defendants have wrongfully taken control of the Academy.
- 27 15. That it was the intention of the Board of Directors to 28 consider not extending Tamar Lubin's contract as the Board of Directors

LAW OFFICE OF DANIEL MARKS 302 East Carson, Suite 702 Las Veges, Neveda 89701 (702) 386-0536

had received numerous complaints concerning the conduct of Tamar Lubin in running the Hebrew Academy and that Affiant believes that the Defendant is in the process of negotiating a long term contract with Tamar Lubin to be the Administrator of the MILTON I. SCHWARTZ HEBREW ACADEMY and that this action will cause irreparable harm to the Hebrew Academy.

FURTHER AFFIANT SAYETH NAUGHT.

MICHAEL NOVICE

SUBSCRIBED AND SWORN to before

12 me this 19 day of February, 1993.

NO

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LAW OFFICE OF DANIEL MARKS 302 East Carson, Suite 702 Las Veges, Nevada 89101 (702) 386-0536

EXHIBIT "9"

Milton I Schwar	tz Hebrew	Academy								
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2004	\$	-	
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EXHIBIT "10"

THE HEBREW ACADEM



or training

9700 West Hillpointe Road Las Vegas. Nevada 89134 Tel: (702) 265-4500 Fax: (702) 255-7232

Exhibit AK

Dr. Roberta Sabbath School Head

006863

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May 23, 1996

Milton I. Schwartz 2120 Silver Ave. las Vegas, NV 89102

Dear Milton:

on behalf of myself, President, Geri Rentchler and the entire Roard of Directors of the Milton 1. Schwartz Hebrew Academy, I am pleased to inform you that we will immediately commence action to implement as soon as practicable the following:

- Restore the Hebrew Academy's name to the "Hillon 1. Schwartz Hebrow Academy."
- the Hebrew Academy's Articles OL Incorporation to testore its former name of the "Milton I. Schwartz Hebrew Academy."
- Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hobrew Academy."
- (4) Change the Hebrew Academy's formal stationary to include its full name, the "Milton I. Schwartz Hebrew Academy", in a form consistent with this letterhead and include our full name on future brochuzes.
- Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where 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 Hobrew Academy or simply, its logo. You can rest assured it is the intention of the School Head and the school's Officers and Directors that the utilization of the school's full name will be consistent with an intent to recognize and honor your contribution and assistance.

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Member: National Association of Independent Schools

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The restoration of the name of the "Milton J. Schwartz Hebrew Academy" has been taken as matter of "monschlackeit" in acknowledgement of your contribution and assistance to the Academy; your continued commitment to Jewish education reflected by the establishment of the "Jewish Community Day School" and last but not least, your recent action as a man of "shalom."

Your invitation to me as new School Head to meet and resolve differences and to work with me and the Board to bring "shalom" to our Jewish community will serve as a much needed example of Jewish leadership.

Please accept our assurance and commitment that we welcome with joy the establishment of the Jewish Community Day School which will provide Jewish parents a choice between the Jewish education offered by the "Milton T. Schwartz Hebrew Academy" during normal school hours and a school composed entirely of students with a Jewish parent and many more hours of Jewish education than can be offered in a normal school day.

You have our pledge that we are committed to make the "Mitton I. Schwartz Hebrew Academy" a source of honor and a place of Jewish learning of which you and your family will always justly be able to take great pride.

Pleane accept our wishes for you and your family to have long, healthy, prosperous and joyous lives.

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Dr. Roberta Sabbath School Read

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The Milton I. Schwartz
HEBREW ACADEMY
9700 West Ullipointe Pond
Lis Veges, Nevrda 89194
Tel: (702) 255-4500 Fax: (702) 255-7232

Dr Robeita Sabbatti School Head

006865

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NAIS Morrison National Association of Independent Schools

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EXHIBIT "11"



weicomel it is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gaia. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The M.I.S. Hebrew Academy. We have now taken all key steps towards reaching this important goal. We are pleased to announce that the first graduating class of The Adelson School will begin their studies this fall!

Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schiffman has met our extremely ambitious expectations: he scarched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 9th and 10th grade classes begin their studies this August, we know that these children are beginning an exceptional journey at a school where a passion for learning, respect for Jewish mores, and a truly world class education coincide.

Many people have worked hard to create the success of our current Pre-K through 8th grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head of school, Paul Schiffman, our campus project director, Rhonda Glyman, our Board of Trustees, and to all the committed parents who have volunteered their time, intelligence and experience to make our school the very best it can be.

Tonight we honor the visionary behind The Hebrew Academy, Milton I. Schwartz. It is our privilege to honor Milton with the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." With vision and foresight, Mr. Schwartz and a few others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children by creating and continuously supporting The Milton I. Schwartz Hebrew Academy. The school, established in 1988, has since expanded to include preschool through 8th grade. Mr. Schwartz, an entrepreneur extraordinaire, sits on the Board of Trustees and has generously supported The M.I.S. Hebrew Academy's continued growth. We are truly pleased to bestow this award upon such a visionary leader of our community.

Enjoy the Evening!

006867

Dr. Miriam and Sheldon G. Adelson

Toni and Victor Chaltiel



THE HEBREW ACADEMY Minutes of the Board of Trustees August 4, 1989

Present:

Elliott Klain
Geri Rentchler
Lenard Schwartzer
Neville Pokroy
Fred Berkley
George Rudiak
Tamar Lubin-Saposhnik
Milton Schwartz

Elliott Klain Called the meeting to order at 12:15 P.M.

The Board considered the nominations and unanimously elected the following slate of officers:

Milton Schwartz - Chairman
Elliott Klain - Vice-Chairman
Geri Rentchler - Treasurer
Lenard Schwartzer - Secretary

Lenard E. Schwartzer reported that he still hasn't received the final documentation of the donation of property from Howard Hughes Properties. Mr. Schwartzer described the status of the negotiations to the member of the Board. Bruce Hendrix of Ambank has been kept informed of the situation.

Lenard E. Schwartzer reported that the proposed use of financing through bonds (particularly tax free IRBs) is possible, but will be difficult and expensive. Further efforts should be made to investigate the issuance of bonds. Mr. Rudiak suggested that the donated property might be used to obtain a letter of credit which could then be used to guaranty the bonds. This also should be investigated.

Elliott Klain discussed the great amount of work performed by the Schulman Group and acknowledged the significant contribution to the project. In order to carry out its fiduciary duties to the school and donors, the Board will require 2 other bids for construction of the new school besides the bid by the Schulman Group.



AC402018

CONFIDENTIAL

The Hebrew Academy August 7, 1989 Page 2

Paul Sogg's donation was discussed. George Rudiak will arrange a meeting with Paul Sogg and Milton Schwartz.

Fundraising was discussed. Additional major donors will be approached by members of the board. Bob Disman can approach non-local people regarding donations to the school.

The Board discussed and generally approved the proposed agreement with the Temple to extend the lease through July 1990 with an option to November 1990. Final approval will require a written copy of the agreement.

The Jewish Federation has sent \$15,000 of the \$40,000 1989 allocation for books and materials. A small portion of the \$41,000 1988 allocation has been provided for scholarships.

The 1989 Gala will be October 28, 1989. The honoree should be a major donor. The honoree must be selected by the end of September. Ads for the Gala journal must be in by the end of September.

The Board decided it was not useful to have a booth at the State Fair.

There being no further business the meeting was adjourned at 2:15 P.M.

Lenard E. Schwartzer

Secretary

LES: ee

AC402019

THE HEBREW ACADEMY
Minutes of the Board of Trustees
Special Meeting
August 14, 1989

388-61FT (10AM

Present:

Elliott Klain
Gerri Rentchler
Neville Pokroy
Fred Berkley
George Rudiak
Tamar-Lubin
Milton Schwartz
Roberta Sabbath
Susan McGarraugh

 $$\operatorname{\textsc{Milton}}$ Schwartz called the meeting to order at 1:30p.m.

The minutes were approved as read.

Because of the change in format in 1988, the Jewish Federation will not give the Hebrew Academy the \$41,000 allocation for scholarships provided. The Hebrew Academy provided \$28,000 worth of scholarships in 1988 and has a policy not to give the recipient's names to anyone. The Jewish Federation is now requesting this information due to their "new" format.

Milton Schwartz would like to meet with Lenny Schwartzer, Tamar-Lubin Saposhnik, and Norm Kaufman tomorrow (8-15-89) to discuss the "new" format of the Jewish Federation because the "rules" for 1988 were changed after the school year. (That is: they now request the recipients names for the scholarships).

George Rudiak moved that the Board accepts, with thanks, the donations from Milton Schwartz, George and Gertrude Rudiak, and Paul Sogg. A letter should be written to Milton Schwartz stating the Academy will be named after him. A letter should be written to Paul Sogg stating that a room or building will be named after him and Mr. Sogg has 60 days in which to choose. A letter should be written to George and Gertrude Rudiak stating that they have until December 31, 1989 as to which room they would like to named after their daughter, Gerri Rentchler.

The Board decided to add six additional class-rooms to the existing plans for an additional \$360,000.

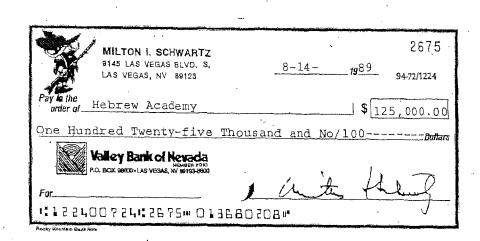
A motion was made by Roberta Sabbath to honor Milton Schwartz at the next Gala (10-28-89). And also to have Milton Schwartz present a special award to Paul Sogg at the Gala. Tamar-Lubin Saposhnik seconded. All approved.

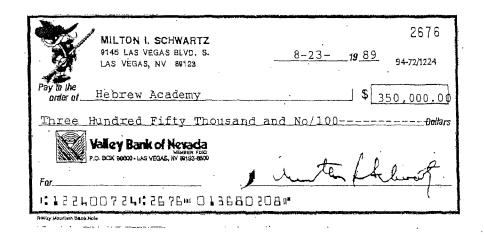
Motion to ajourn meeting at 2:15pm. Seconded and approved.

Jusan McGarraugh Susan McGarraugh Acting Secretary

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August 14, 1989

Milton I: Schwartz 2120 Silver Avenue Las Vegas, Nevada 89102

RE: Gift of Milton I. Schwartz to The Hebrew Academy

Dear Mr. Schwartz:

006872

The Hebrew Academy acknowledges with thanks your generous gift of \$500,000 to be used in the Academy's building program for the construction of the new campus at Summerlin.

In appreciation and recognition of this gift, the Board of Trustees of The Hebrew Academy has decided to name the new campus the "Milton I. Schwartz Hebrew Academy," in perpetuity for so long as The Hebrew Academy exists and for so long as may be permitted by law, your name to be appropriately commemorated and memorialized at the academy campus.

Sincerely yours,

EST-00077

Academy given \$500,000

Local businessman and philanthropist Milton Schwartz has donated \$500,000 to The Hebrew Academy for the school's new Summerlin campus.

"Education is one of the most important things we can give to our children. And I am happy to contribute to the growth and expansion of the premier educational facility in Las Vegas. The new Hebrew Academy will be a tremendous asset to our community." said Schwartz.

To accommodate its rapidly growing student population, the school will build its new campus on a 17-acre parcel in Summerlin, Howard Hughes Properties' master-planned community in the northwest section of Las Vegas.

The cost of building the first phase of the new academy is an estimated \$1.9 million. To raise these funds, the school has launched a major fundraising founded in 1972. Additionally, campaign.

Academy site will begin later this year. The school is scheduled to open in September 1990.

A staunch supporter of The Hebrew Academy since its inception in 1979, Schwartz was recently elected chairman of its school board.

Schwartz came to Las Vegas in 1946 and became a permanent resident in 1971. He is the founder and principal owner of Misco Cable TV and part owner of the Yellow, Star and Checker cab companies, the latter of which he is president. For 13 years, he



Milton Schwartz presents \$500,000 donation to Dr. Tamar Lubin, principal.

served as chairman of the board for Valley Hospital, which he Schwartz is a board member of Groundbreaking at the many local charitable organizations.

> "We are very grateful to Milton Schwartz for his very generous donation and commitment to The Hebrew Academy. His contribution allows us to continue expanding and enhancing our efforts in educating Las Vegas' youth," said Principal Tamar Lubin.

> Plans include pre-kindergarten through 12th grade classrooms, a multi-purpose room, extensive library, science center, language lab, kitchen facilities, arts and crafts and drama workshops,

music room, complete gymnasium, men's and women's showers and locker rooms. athletic fields, handball and tennis courts, swimming pool, storage spaces and administrative areas with a conference room, staff lounge and reception areas.

Founded in 1979, The Hebrew Academy was the first non-profit, non-parochial coeducational school in Las Vegas. It is currently the only elementary school in Nevada accredited by the Northwest Association of Schools and Colleges and the only Nevada school member of the National Association of Independent Schools.

foster a stimulating learning en-

vironment steeped in ethics, high academic standards and the development of strong responsibility and leadership skills.

The school offers eight daily sessions in kindergarten through fourth grade and nine daily sessions in fifth grade through ninth grade. The classes include English, history, geography, science, math, foreign languages, computers, Judaia, physical education and health, art, musical and drama.

For more information, call Dr. Lubin at 384-4500. Contributions for the new school may be sent directly to The Hebrew Academy. Its curriculum is designed to 1620 East Bracken Ave., Las Vegas 89104.

THE HEBREW ACADEMY

BOARD OF TRUSTEES MINUTES

January 18, 1990 5:00 P.M.

Present:

Neville Pokroy
Geri Rentchler
George Rudiak
Tamar Lubin-Saposhnik
Milton Schwartz
Lenard E. Schwartzer
Sam Ventura
Fred Berkley
Roberta Sabbath

Milton Schwartz called the meeting to order at 5:00 p.m.

A motion was made to correct the minutes to reflect the savings obtained from using the Nevada State Bank commitment. The minutes, as amended, were unanimously approved.

There was a discussion of the terms of the Shulman contract. The contract provides for Shulman to manage the construction for no fee and deliver the project at cost of construction. There is no set price but Shulman Group and the experts of Howard Hughes Properties believe that the project can be completed for the amount budgeted and by June 30, 1990.

The Board added a Dvar Torah to the regular agenda. Dr. Lubin discussed the history of The Hebrew Academy in the context of the Las Vegas Jewish community.

The Temple Beth Sholom lease extension agreement was read and approved. The Temple should be informed that construction has begun and that the contractor has promised us that there should be no problem meeting the completion date.

HHP conveyance documents will be signed January 24, 1990.

The Jewish Federation has provided \$42,000 for 1989. The 1988 allocation of \$41,000 should be provided.

The scholarship committee will meet with the Jewish Federation to discuss the method for funding and granting scholarships.

The status of the building fund pledges was discussed. A list of pledges is attached.

AC402029

A motion was adopted to add a \$250 per year per student book fee and to increase the insurance to \$20 per year per student. Basic tuition would remain the same. George Rudiak has agreed to revise the contract.

Lenard E. Schwartzer

Secretary

-2-

THE HEBREW ACADEMY BUILDING FUND PLEDGES JULY 1, 1988 THROUGH FEBRUARY 21, 1990

NAME		AMOUNTS	1 ¹
INHITE	PLEOGED	PAID	UNPAID
MILTON I. SCHWARTZ	\$500,000	\$500,000	\$ NONE
DR. ELLIOTT KLAIN	\$ 14,400	\$ 8,650	\$ 5,750
GERI RENTCHLER	\$ NONE	. \$ NONE	\$ NONE
LENARD SCHWARTZER	\$ 2,000	\$ 2,000	\$ NONE
FRED BERKLEY	\$ 2,500	\$ 2,500	\$ NONE
SAM VENTURA	\$ 2,500	\$ NONE	\$ 2,500
GEORGE RUDIAK	\$ 50,000	\$ 25,000	\$ 25,000
ROBERTA SABBATH	\$ 2,000	\$ 2,000	\$ NONE
DR. NEVILLE POKROY	\$ 2,000	\$ 2,000	\$ NONE
T.H.A. BOARD BUILDING FUND PLEDGES (SUB-TOTAL)	\$575,400	\$544,650	\$ 30,750
Robert Cohen DR. STANLEY AMES	100,000 \$ 1,000	\$ 1,000	NONE \$ NONE
R. BELLIVEAU	\$ 2,000	\$ 2,000	\$ NONE
CHIC HECHT	\$ 5,000	\$ 2,500	\$ 2,500
A. SPECTOR	\$ 5,000	\$ 5,000	\$ NONE
DR. DALE GLICKEN	\$ 2,000	\$ 2,000	\$ NONE
PAUL SOGG	\$300,000	\$100,000	\$200,000
OSCAR ALTERWITZ	\$ 6,000	\$ NONE	\$ 6,000
LINDA STERLING ROSEN	\$ 25,000	\$ NONE	\$ 25,000
DR. DENCKER	\$ 1,000	\$ 1,000	\$ NONE
DR. RICHARD ELLIS	\$ 5,000	\$ 5,000	\$ NONE
T.H.A. "OTHER" BUILDING FUND PLEDGES (SUB-TOTAL)	\$352,000	\$118,500	\$233,500
T.H.A. BOARD AND "OTHER" B.F.PLEDGES			
GRAND TOTALS	\$927,400	\$663,150	\$264,250

AC402031



Elected Expect Hale Secretain e 1. Stophen Pock airen D. Dennison R. Chalg Howard Michard Bennett Staphen V. Nevadeli Richard L. Ehrara Marilyn L. Skander Long J F. Schwarzer Dary M. Salliva Uex J. Flangus

William C. Davis Robert D. Martin Rene Filen Feinstein Tracy L. Madaa 1. Seen Boging James L. Kelly Jeremy J. Nork Joel M. Koretsin NI Skriptarie Dawn M. Cica. Daniel L. Christensen David A. Riggif

Of Counselt Gary B. Gelfund *7 D., admitted in Collineria and New York only "J D., abuilted in West Virginia only

Hale, i and Peek, Demison and Howard

A Projessional Corporation discovery and Guerrallors at Law

REPLY TO LAS VEGAS 2300 West Salaria Avenue Sune 800, Box 3 Lias Vegus, Nevada 80202 Telephone (702) 362 5118 Fax (702) 365 8940

Reno Othice 50 West Liberty Street, Subs 650 Rem, Nevada 89501 Post Office Box 2237 Reiss, Nevada 39505 Telephone (702) 786-7000 Fax (702) 786-6179

Exhibit N

July 17, 1992

Milton I. Schwartz 2120 Silver Avenue Las Vegas, Nevada 89102

Dear Milton:

I am writing this letter requesting that whatever you do you consider what is best for the Milton I. Schwartz Hebrew Academy. From my point of view, as a parent of children in the school and a former board member, it would be best for the Academy and you, if you throw your support behind the Board of Trustees and Ira Sternberg, as its president. That way everyone will be able to concentrate on building the school up -- raising funds, recruiting students, etc.

It's your school, it has your name on it forever, I know you will do the right thing.

enard E. Schwartzer

yours,

LES:dah

EXHIBIT

OBJ Ex. Page 41 of 55

EST-00189



THE HEBREW ACADEMY EXECUTIVE BOARD MEETING **DECEMBER 16, 1992** 5:40 P.M.

Attending:

Ira Sternberg Tamar Lu in

Geri Renichler Richard Ellis

Roberta Sabbath

Bob Rakita - Fund Raising Chairman

Ira Sternberg called the meeting to order at 5:40 p.m.

Mr. Sternberg stated that the Executive Board was meeting to hash out some on going fund raising other then Gala. We need capital over and above fultion for:

\$150,000 - interest on loan which is presently coming out of our operating

budget.

- Summerlin is charging a road improvement assessment of \$40,000 per year -total of \$450,000.
 - We also paid \$40,000 for trees and sidewalks

Bob Rakita reported that he called a number of schools. They train a group of people in how to ask for money. They hire consultants, There is an organization called Alumni Associates which mises funds.

Dr. Ellis thinks that we should target a few big donors. Bob Rakita mentioned a few Jptions such as planting trees and wall plaques in peoples names. He said that we need to

1. figure how much we want to spend.

2, who to approach

3. how much to charge

how to present to people from whom we wish to raise funds

We can do something at an open house or at a meeting with the principal. Dr. Lubin mentioned Mr. Walsinger, the grandfather of a 7th grade student who is very wealthy. Others mentioned for approach were Mel Exber, Irwin Molasky, Lil and Henry Kronberg, and Jerry Mack,

Dr. Lubin brought up the possibility of the school running a Thrift Shop. She said that we would need to rent a shop and pay someone to run it. The balance of the workers would donated their time,

Ira Sternberg brought up the removing all Board Member Pictures from the wall and the Milton Schwartz name from the school, Mr. Schwartz is in the news again with regard to his cabs. The discussion centered on letting the letterhead run out and then just having new printed without the Milton I Schwartz on it. Dr. Lubin told Sidra to shrink the name Milton I. Schwartz. The staff are answering the phone with the Hebrew Academy. Roberta Sabbath suggested that we speak to our attorney, Scott Canter, and get his opinion with regard to the name of the School.

AC402258



CONFIDENTIAL

Ira Sternberg stated that the Board Retreat is scheduled for March 13 and 14, a Saturday and inday.

The meeting was adjourned at 7:00 p.m.

Respectfully submitted

Gerl Rentchler, Secretary

AC402259



93-31-1993 89:0BAM FROM

III

TO

3878770 P. &

SECOND SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA)
: SO
COUNTY OF CLARK)

MILMON I. SCHWARTK, being first duly sworn, upon Oath deposes and says:

- i. This Affidavit of made of my own personal knowledge except where stated on information and belief, and as to thos matters, Affiant believes them to be true, and if called as witness, Affiant would competently testify thereto.
- 2. That Affiant hereby affirms under penalty of perjur that the assertions of this Affidavit are true.
- 3. This Affidavit is submitted in support of Plaintiff' Second Reply to Defendants' Supplemental Points and Authorities i Opposition to Plaintiff's Motion for Declaratory Judgment at Injunctive Relief.
- 4. That Affiant has been a member of the Board of Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY since 1989, at the Board of Directors have never allowed the use of proxies at 10 meetings.
- 5. That Affiant denated \$500,000 to the Hebrew Acades with the understanding that the school would be renamed the MILTE I. SCHWARTZ HEBREW ACADEMY in perpetuity. That subsequent to the donation being made the By-Laws were changed to specifically retter that fact and that as a result of the change, Article I, Paragray 1 of the By-Laws read "The name of this corporation is the Milt. Schwartz Hebrew Academy (hereinafter referred to as The Academ and shall remain so in perpetuity."

EST-00311

P. 23

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00688
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6. That Affiant solicited contributions from Faul Sog and Robert Cohen. That as a result of Affiant's efforts, Paul Sog pledged to donate \$300,000, and that as a result of Affiant' efforts Robert Cohen pledged to donate \$100,000.

- 7. That Summerlin only donated 17 acres for the Hebre Academy after Affiant donated \$500,000, and Paul Sogg pledged and donated \$300,000 and Robert Cohen pledged and donated \$100,000.
- 8. That the donation of \$500,000 by Affiant was condition precedent to the donation of the land by Summerlin; tha Affiant believes that the donation of \$400,000 by Mr. Sogg and Mr Cohen was also a condition precedent to the donation of the Land D Summerlin.

FURTHER AFFIANT SAYETE NAUGHT.

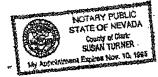
MILITON I. SCHWARTE

SWORN and SUBSCRIBED to before me this 5/5+ day of March, 1993.

Notary Public

09:09AM

ŻI



Milton I. Schwartz

2120 SILVER AVENUE LAS VEGAS, NEVADA 89102 (702) 382-0002 / (702) 383-6767

February 22, 1994

Ms. Ronni Epstein Executive Director Jewish Federation of Las Vegas 3909 S. Maryland Pkwy, #400 Las Vegas, NV 89119

Re: Milton I. Schwartz Hebrew Academy

Dear Ronni:

Please accept this note a as gentle reminder. The name of the school is The Milton I. Schwartz Hebrew Academy.

Sincerely,

Milton I. Schwartz

Enclosure

EST-00064

THE HEBREW ACADEMY





Dr. Roberta Sabbath School Head

006883

May 23, 1996

Milton I. Schwartz 2120 Silver Ave. Las Vegas, NV 89102

Dear Milton:

On behalf of myself, President, Geri Rentchler and the entire Board of Directors of the Milton I. Schwartz Hebrew Academy, I am pleased to inform you that we will immediately commence action to implement as soon as practicable the following:

- (1) Restore the Hebrew Academy's name to the "Milton I. Schwartz Hebrew Academy."
- (2) Amend the Hebrew Academy's Articles of Incorporation to restore its former name of the "Milton I. Schwartz Hebrew Academy."
- (3) Restore the marker in front of the Hebrew Academy identifying it as the "Milton I. Schwartz Hebrew Academy."
- (4) Change the Hebrew Academy's formal stationary to include its full name, the "Milton I. Schwartz Hebrew Academy", in a form consistent with this letterhead and include our full name on future brochures.
- (5)Where practicable, display the full name of the Hebrew Academy. In print advertising of sufficient size, the full name of the school will be displayed in a design consistent with the letterhead. Where 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. You can rest assured it is the intention of the School Head and the school's Officers and Directors that the utilization of the school's full name will be consistent with an intent to recognize and honor your contribution and assistance.





The restoration of the name of the "Milton I. Schwartz Hebrew Academy" has been taken as matter of "menschlackeit" in acknowledgement of your contribution and assistance to the Academy; your continued commitment to Jewish education reflected by the establishment of the "Jewish Community Day School" and last but not least, your recent action as a man of "shalom."

Your invitation to me as new School Head to meet and resolve differences and to work with me and the Board to bring "shalom" to our Jewish community will serve as a much needed example of Jewish leadership.

Please accept our assurance and commitment that we welcome with joy the establishment of the Jewish Community Day School which will provide Jewish parents a choice between the Jewish education offered by the "Milton I. Schwartz Hebrew Academy" during normal school hours and a school composed entirely of students with a Jewish parent and many more hours of Jewish education than can be offered in a normal school day.

You have our pledge that we are committed to make the "Milton I. Schwartz Hebrew Academy" a source of honor and a place of Jewish learning of which you and your family will always justly be able to take great pride.

Please accept our wishes for you and your family to have long, healthy, prosperous and joyous lives.

Dr. Roberta Sabbath

truly yours,

School Head



In Pursuit of Excellence

HONORING MILTON I. SCHWARTZ



חנוּך בְּלִי חָזוֹן הֲרֵיהוּ הֹנֶה בְּלִי עָתִיד - פ' שיפמן,

EDUCATION WITHOUT VISION IS LIKE THE PRESENT WITHOUT THE FUTURE.

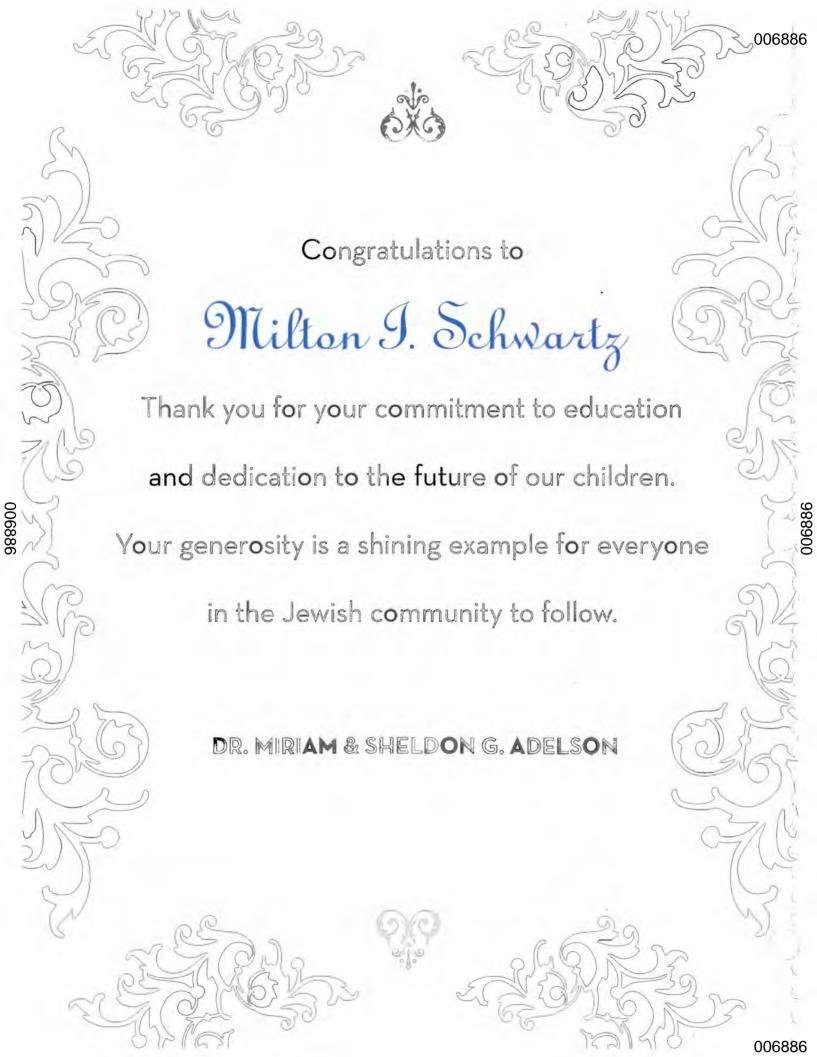
- Gershon Shifman

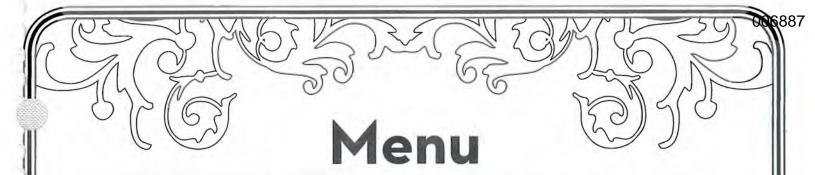




SUPPORT WORLD-CLASS
JEWISH & SECULAR EDUCATION







Baby Mixed Green Salad with Dried Cranberries, Yellow & Red Teardrop Tomatoes, Tarragon Vinaigrette

Rustic Artisan Selection of Rolls Kosher Olive Oil and Balsamic Vinaigrette

Entrée

Braised Beef Short Ribs Light Tuscan Beans Sauce Roasted Baby Vegetables

Vegetarian Alternative

006887

Mediterranean Stewed Orzo with Baby Carrots, Onions, Roasted Fennel Chanterelle Ragout

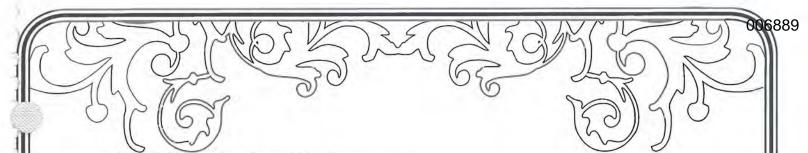
Dessert

Mixed Seasonal Berries Marinated in Chambord

Beverages

Venetian Blends of Coffee and Tea Selections Fiji Water* Kosher Merlot, Chardonnay and Champagne*

*Thank you to Southern Wine and Spirits and Fiji Water for the generous donations.



MILTON I. SCHWARTZ

006889

War hero. Successful businessman. Philanthropist. Visionary. All these terms describe a man who has dedicated his life to bettering the lives of those around him, and who has played a significant role in Las Vegas life since he first arrived in Nevada in 1946: Milton I. Schwartz.

Born in Brooklyn, New York, Milton Schwartz attended both New York University and the Wharton School of Finance. During World War II, Mr. Schwartz enlisted in the Army and saw combat in the elite Army Signal Corps in the Far East. After his distinguished military service, Mr. Schwartz came to Nevada where – among his many achievements – he owned and operated Valley Hospital and served as Chairman of Formula 409, President of Checker Cab Company, Vice President of Yellow Cab and Star Cab companies, and on numerous philanthropic and charitable boards.

In each venture and in all aspects of life, Mr. Schwartz has made it his mission to treat his employees fairly, be at the forefront of good environmental business practices, and to work toward the Jewish commandment of tikkun olam (healing the world). His most treasured endeavor and most profound legacy, however, is the Milton I. Schwartz Hebrew Academy, through which he and others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children. Established in Summerlin in 1988, the school has since expanded to include preschool through 8th grade. Mr. Schwartz sits on the Board of Trustees and generously supports the M.I.S. Hebrew Academy's continued growth.



Dear Friends:

Welcome! It is our pleasure and privilege to chair The Milton I. Schwartz Hebrew Academy Gala. It is an inspiration to see so many in the community supporting not only The M.I.S. Hebrew Academy, but also The Adelson School. At last year's event, we presented plans to create a world class high school adjacent to The M.I.S. Hebrew Academy. We have now taken all key steps towards reaching this important goal. We are pleased to announce that the first graduating class of The Adelson School will begin their studies this fall!

Of course, a world class school needs more than superlative facilities, and it is here that head of school Paul Schiffman has met our extremely ambitious expectations: he searched the country and hired the best and the brightest educators. Paul is fond of saying that there is also a simple final criterion that each teacher must meet: "They must love children." Education, after all, is about guiding and nurturing children as well as educating and preparing them for the future. Many wonderful, extraordinary department heads for The Adelson School have already begun working full time along with our new Adelson School principal, Paul Mahoney (PhD UCLA). As our 9th and 10th grade classes begin their studies this August, we know that these children are beginning an exceptional journey at a school where a passion for learning, respect for Jewish mores, and a truly world class education coincide.

Many people have worked hard to create the success of our current Pre-K through 8th grade program and the beginning of our new high school. Tonight, we come together both to honor our "Pursuit of Excellence" Award winner and to say thank you to our wonderful teaching and administrative staff, our head of school, Paul Schiffman, our campus project director, Rhonda Glyman, our Board of Trustees, and to all the committed parents who have volunteered their time, intelligence and experience to make our school the very best it can be.

Tonight we honor the visionary behind The Hebrew Academy, Milton I. Schwartz. It is our privilege to honor Milton with the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." With vision and foresight, Mr. Schwartz and a few others generously answered the need in Las Vegas for a strong secular and Judaic educational institution for elementary school-aged children by creating and continuously supporting The Milton I. Schwartz Hebrew Academy. The school, established in 1988, has since expanded to include preschool through 8th grade. Mr. Schwartz, an entrepreneur extraordinaire, sits on the Board of Trustees and has generously supported The M.I.S. Hebrew Academy's continued growth. We are truly pleased to bestow this award upon such a visionary leader of our community.

Enjoy the Evening!

Dr. Miriam and Sheldon G. Adelson

Toni and Victor Chaltiel



GALA CHAIRS

Dr. Miriam & Sheldon G.* Adelson Toni & Victor* Chaltiel

GALA EXECUTIVE

Tanya & Roni* Amid Dori & Manny Arin Janice & James Beckmann Leora & Robert Blau Stephanie & Leo Bletnitsky Joann Buchman Drs. Suzanne* & Sam Green Jill Hanlon* Ann Kolber Yasmin* & Oren Lukatz Ercy* & Dr. Mark Rosen Milton I. Schwartz* Rachel* & Noam Schwartz Jenifer & Dr. Jay Selznick Fler & Dr. Ernest Sussman Sara & Stephen Wessells Michele Tell & James Woodrow Cheryl & Todd Wingate Benjamin Yerushalmi* Vicki & Mordechai Yerushalmi

GALA DINNER COMMITTEE

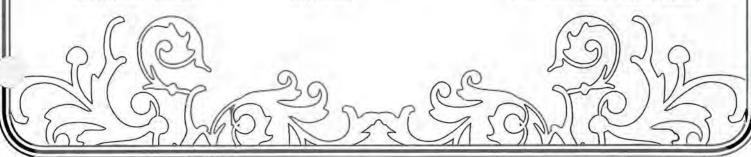
006891

Doris & Richard Aarenau
Denise Abramow
Melanie & Seth Agatstein
Omar Al Dabbagh
Jeannie Arin
Rosalie & Richard Baker
Melanie Bash
Alan Bachman
Carla Behrin
Michal & Albert Benaloul
Karen Berke
Cory & Alan Bernstein
Dawn & Norm Blinder

Dr. Bruno Borenstein Laura Graup & Dr. Clifford Carrol Shirley Chaplin Judge Michael Cherry Lisa & Dr. Larry* Cohler Rene Colon Jack Coronel Yaffa & David Dahan Joan & Laurence Davis Shelley & Bob Dubin Fran & Samuel Dweck Magnolia Elharrar Tmira & Josef Elimelech Tal & Avishay Elkayam Yafa & Amos Etiel Rabbi Josh Elkin Marsha & Gerald Feldman Deborah & Mark Fink Jackie & Ted Flaum Norma Friedman **Brad Friedmutter** Mitchell Gilbert Rhonda & Dr. Steve Glyman Edythe & Irwin Goldberg Anne & Eric Goldstein Dr. Tracy Grossman Tsurit & Ofir Hagay Rena & Philip* Kantor Hilary & Joel Katz Nadine Kaufman Barbara & Ron Kirsh Jeffrey S. Klein Sheldon Kolner Mort Labovitz Drs. Randi & Robert Lampert Debbie Lapping Hadassa & Jay Lefkowitz Claire & Dr. Marc Leiserowitz Dawn & Yossi Lev Frederick Marks Shirah & Doron Mashal Blanche & Phil Meisel

Dee & Hal Ober Barbara & Scott Ober Sivan Ochshorn Carole & Dr. Maurice Pockey Esther & Dr. Neville Pokroy Geri* & John Rentchler Rabbi Peretz Rodman Ida K. Rosen Andee & Andrew Ross Nancy & Dr. Albert Rosten Stacey & James Roth Galit & Haim Rozen Juli-Ann & Dr. Saul Ruben Camille & Larry Ruvo Lisa & Scott Salkoff Shevy & Dr. Joseph Shalev Mark Sheiner Joyce Scheinman Sandy & Paul Schiffman Arthur Schleifer Gail & Alan Schlossberg Dorit* & Ronnie Schwartz Rhea & Drew Shervan Marcy & Dr. Jack R. Simon Drs. Lori & David Snipper Elaine & Irving* Steinberg Faye & Dr. Leon Steinberg Leah* & Jeffrey Stromberg Suzi & Joel Torres Stacey & Ronen Tregerman Doug Unger Susan & Robert Vex Rachel & Sam* Ventura Shirin & Richard Weisman Camille Wright Lisa & Rabbi Yonatan Yussman Mala & Boris Zheleznyak

* Indicates member of the Board of Trustees of the Milton I. Schwartz Hebrew Academy



Lori Nelson



United States Senate

WASHINGTON, DC 20510-7012

May 6, 2007

Milton I. Schwartz Hebrew Academy 9700 West Hillpoint Road Las Vegas, Nevada 89134

Dear Friends:

006892

Thank you for inviting me to attend the Second Annual Milton I. Schwartz Hebrew Academy Gala. Unfortunately I am unable to be with you on this joyous occasion.

I would like to take this opportunity to congratulate tonight's honoree, Milton I. Schwartz. Milton is an exemplary member of our community and I am pleased he is being honored tonight.

Milton's professional accomplishments, philanthropic endeavors, and devotion to education are truly commendable. On behalf of a grateful community, I would like to thank Milton for his many contributions to the Southern Nevada community. Milton, your hard work, dedication and compassion are appreciated.

I wish you all a wonderful evening.

Sincerely,

HARRYREID

United States Senator



United States Senate

WASHINGTON, DC 20510-2805

May 6, 2007

Dear Friends:

It gives me great pleasure to join you in honoring Milton I. Schwartz with the distinguished *Dr. Miriam and Sheldon Adelson In Pursuit of Excellence Award*. He has previously been the recipient of other distinctive community awards, but I know that this one is especially meaningful to him because it comes from the Milton I. Schwartz Hebrew Academy.

Milton, please accept my heartfelt congratulations on this well-deserved tribute. Our community is truly a better place because of your extraordinary philanthropy and your dedicated support not only of the Hebrew Academy and its programs but also of the entire Las Vegas Jewish Community. Your generosity and compassion are an inspiration to all of us who care deeply about educating our children and preparing them for a bright future. Once again, congratulations, and thank you for the difference that you make in so many lives.

May everyone in attendance at the 2007 "In Pursuit of Excellence" Gala experience an exciting, memorable, and successful evening.

Sincerely,

John Ensign

United States Senator



STATE OF NEVADA OFFICE OF THE LIEUTENANT GOVERNOR

May 6, 2007

Mr. Milton I. Schwartz The Milton I. Schwartz Hebrew Academy 9700 Hillpointe Road Las Vegas, NV 89134

Dear Mr. Schwartz,

It is with great admiration and respect that I extend to you my congratulations on being honored with the prestigious Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award. How fitting that the Milton I. Schwartz Hebrew Academy - who are fortunate to know of your tremendous generosity first hand - would honor you in this way.

Your years of tireless and generous service to our nation and the great state of Nevada are legendary. Your many and varied philanthropies have improved the lives of so many of our citizens and our future generations will continue to be the beneficiaries of your legacy.

I am very honored to have this opportunity to extend my warmest personal congratulations and thanks to you during this special event honoring your remarkable life.

Best regards,

Brian K. Krolicki

Lieutenant Governor

DISTRICT OFFICE: 006895

P.O. Box 281 Reno, Nevada 89504-0281

Office: (775) 786-5000

Fax No.: (775) 786-1177

LEGISLATIVE BUILDING:

401 S. Carson Street Carson City, Nevada 89701-4747 Office: (775) 684-1419 or 684-1401

Fax No.: (775) 684-6522



State of Nevada

Senate

May 6, 2007

Milton I. Schwartz The Milton I. Schwartz Hebrew Academy 9700 Hillpointe Road Las Vegas, Nevada 89134-0100

Dear Milt:

WILLIAM J. RAGGIO

SENATOR

Washoe No. 3

MAJORITY FLOOR LEADER

COMMITTEES:

Chairman

Finance

Member

Government Affairs Legislative Affairs and Operations

> It is my sincere pleasure to congratulate and commend you on receiving the "Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award." Throughout your life, you have demonstrated wonderful enthusiasm, generosity, and participation in many philanthropic endeavors.

> Your numerous accomplishments include many areas that cross both business and community interests. You are the recipient of awards such as "Humanitarian of the Year" by Goodwill Industries and "Republican of the Year" by the State of Nevada Republican Men's Club. Most outstanding, you have demonstrated extraordinary, generous, and unparalleled support of the Milton I. Schwartz Hebrew Academy in Summerlin and its programs, as well as the entire Jewish community in Las Vegas.

> It is an honor and privilege to present this letter of recognition to you for your exceptional dedication, contribution, and service to the community. Again, warmest congratulations and wishes for the award recognition and your life achievements.

> > Sincerely

Raggio

Senate Majority Leader

WJR/st:W73853-1



THE SECRETARY OF VETERANS AFFAIRS WASHINGTON

April 4, 2007

Mr. Milton I. Schwartz Hebrew Academy in Summerlin 9700 W. Hillpointe Road Las Vegas, Nevada 89134

Dear Mr. Schwartz:

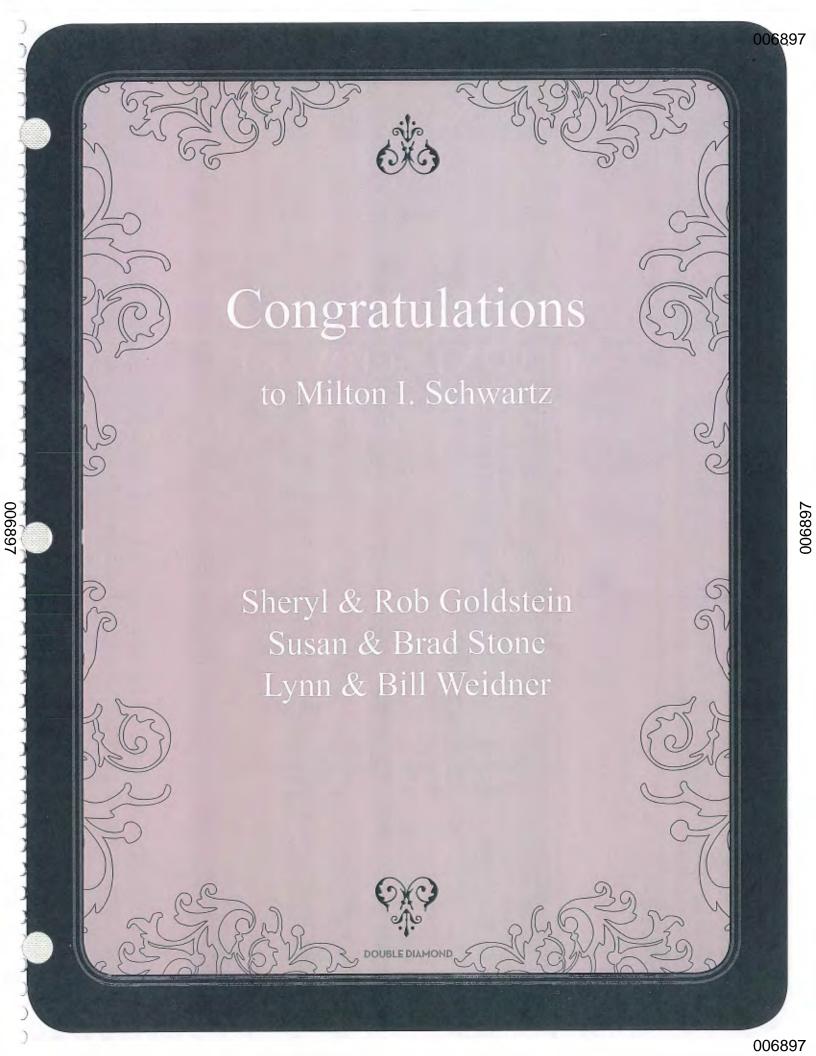
Sheldon and Miriam Adelson are good friends of mine and they have told me of your accomplishments and your recent award.

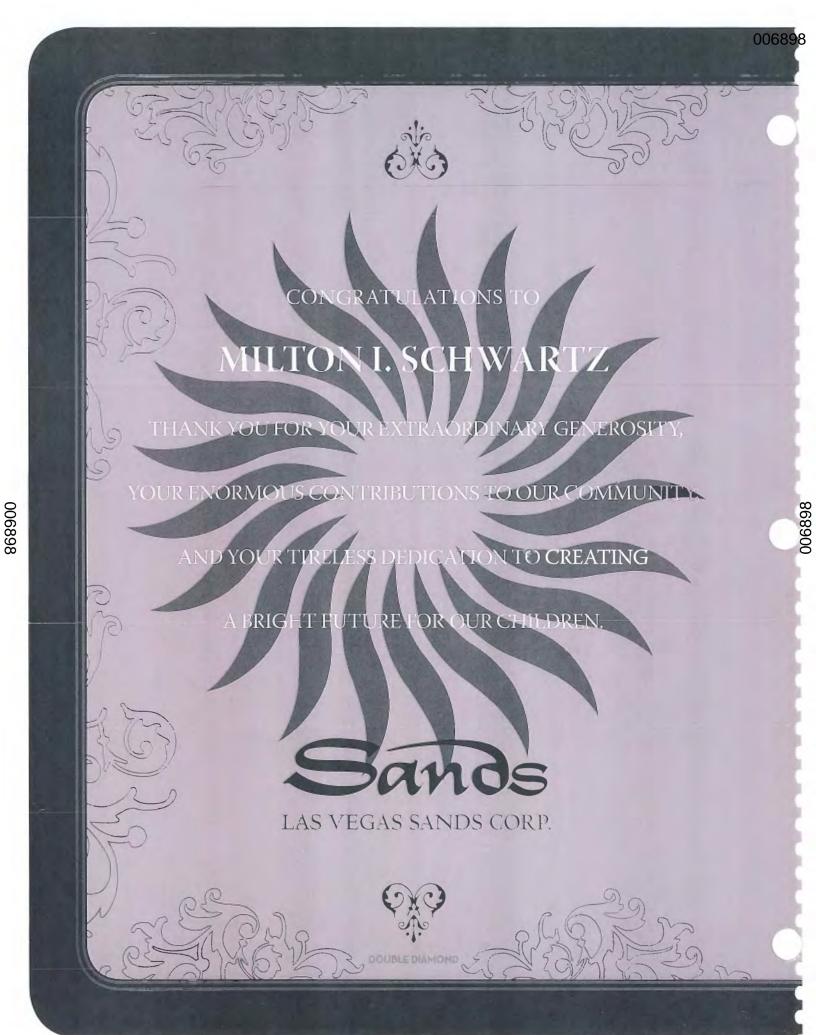
I write to extend my congratulations on receiving the second annual Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award. The Award recognizes you for outstanding leadership and contributions in education to the Las Vegas, Nevada, community. I note you are also a veteran and I also want to thank you for your service to our country, too.

Again, congratulations on this wonderful achievement. Best personal regards to you.

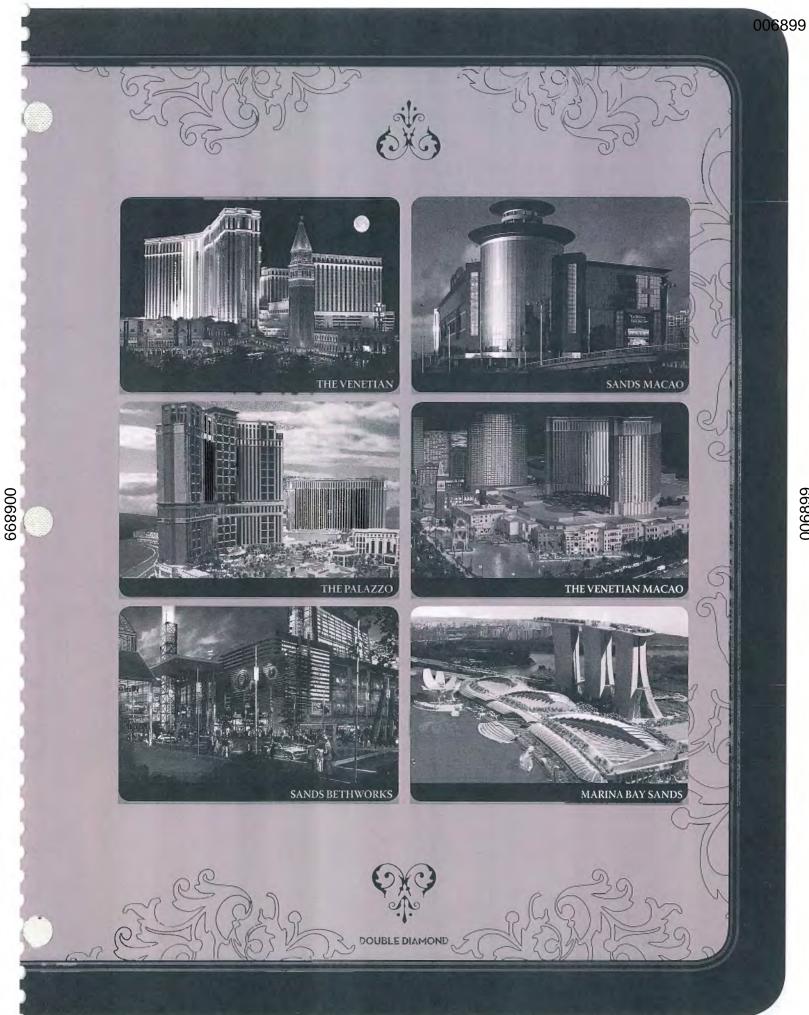
Sincerely yours,

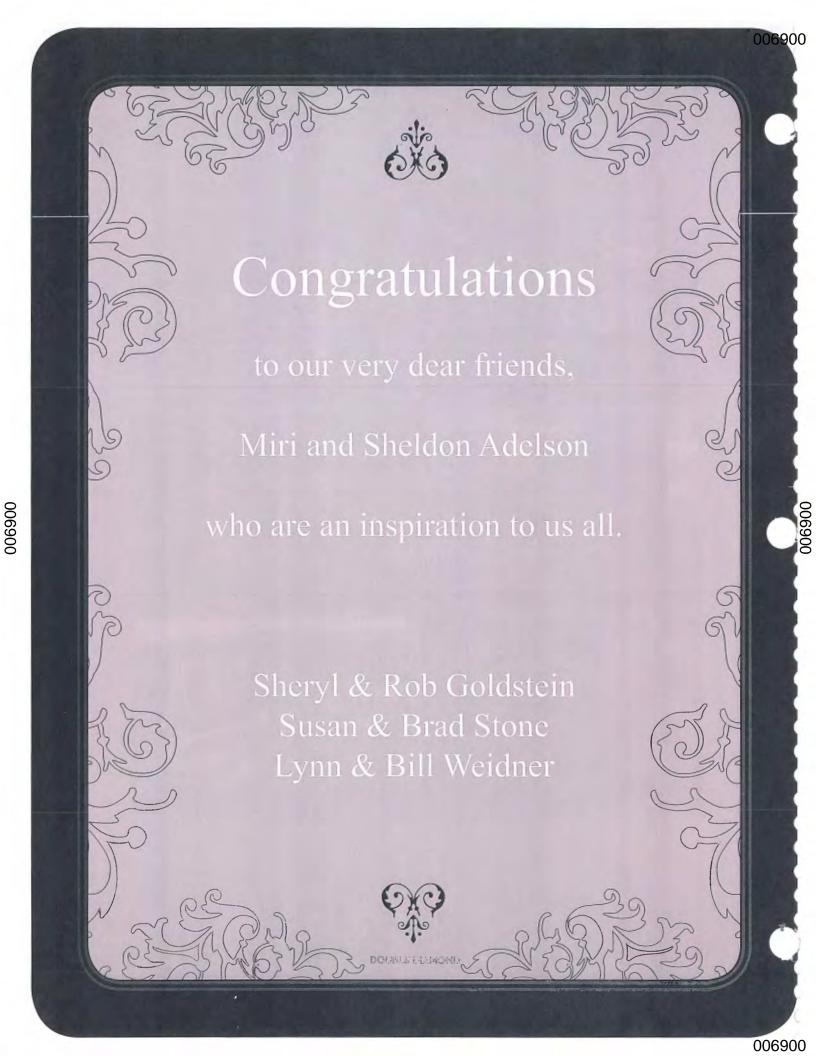
R. James Micholson

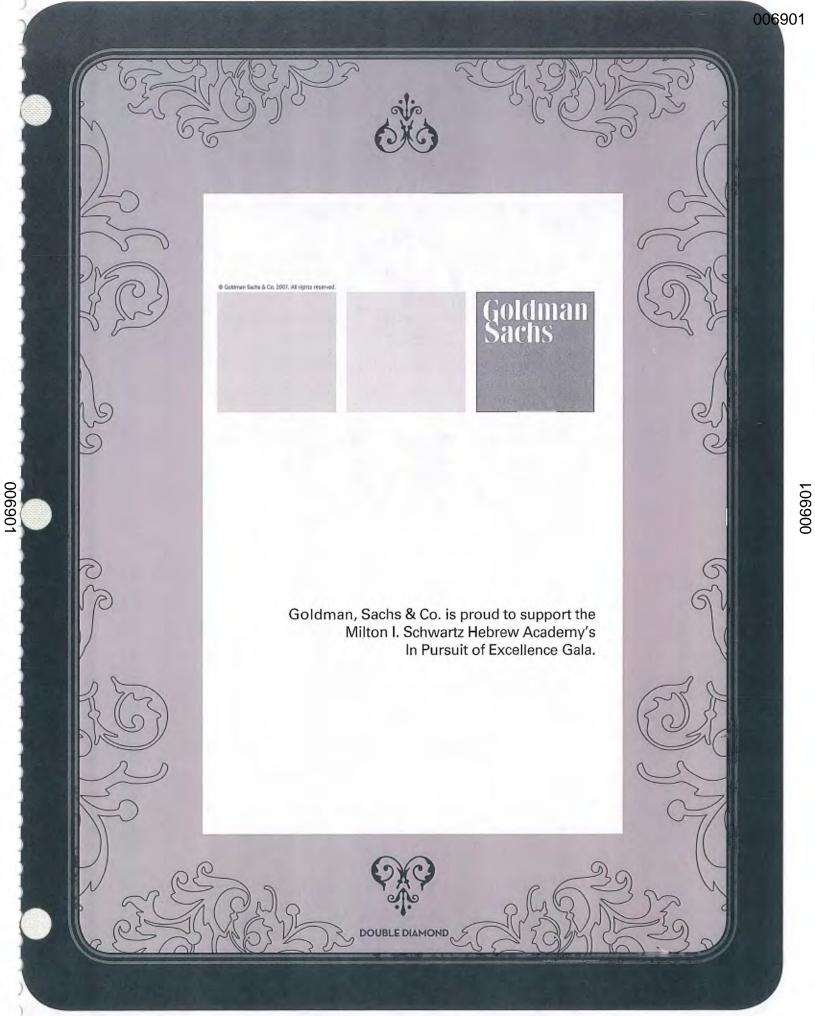


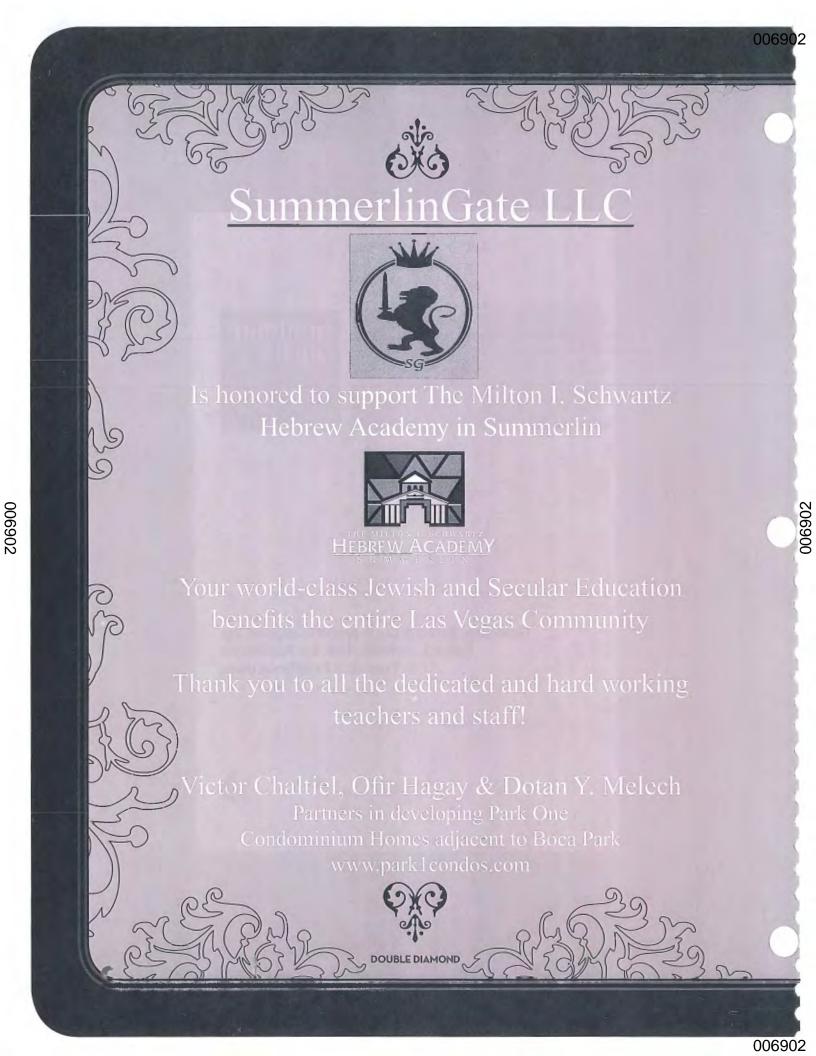
















<u>ummerlinGate</u>



Milton I. Schwartz

006903

The MIS Hebrew Academy now and in the future,

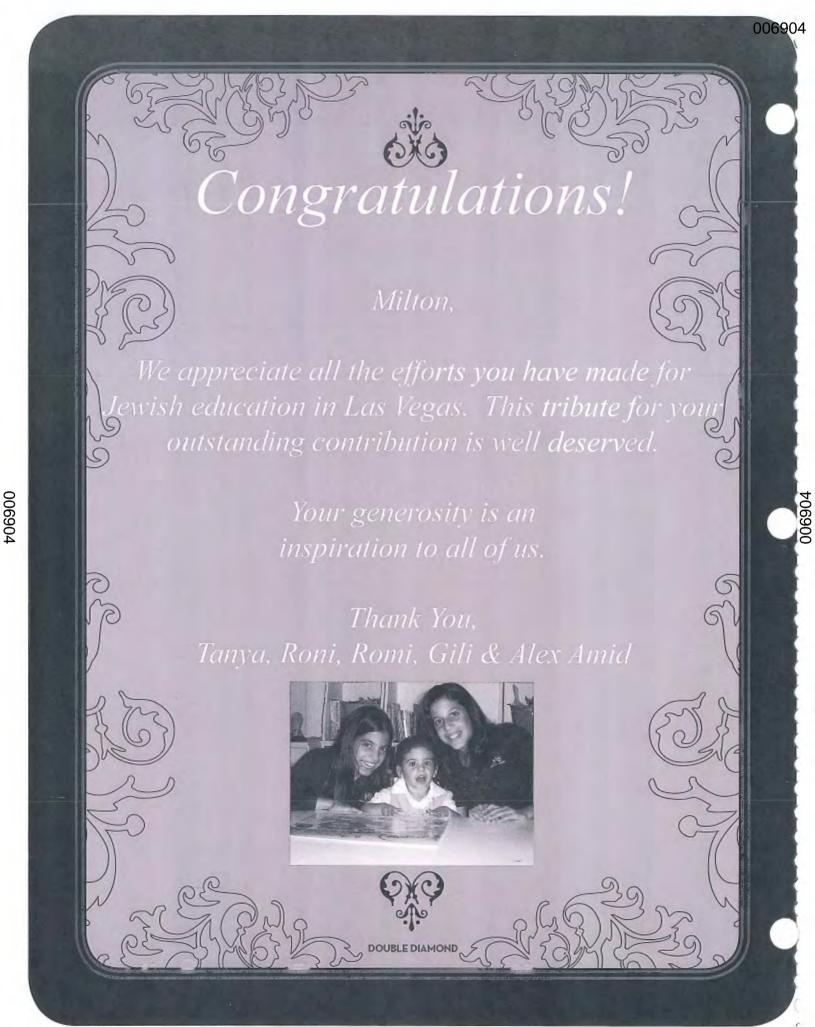
Victor Chaltiel, Ofir Hagay & Dotan Y. Melech

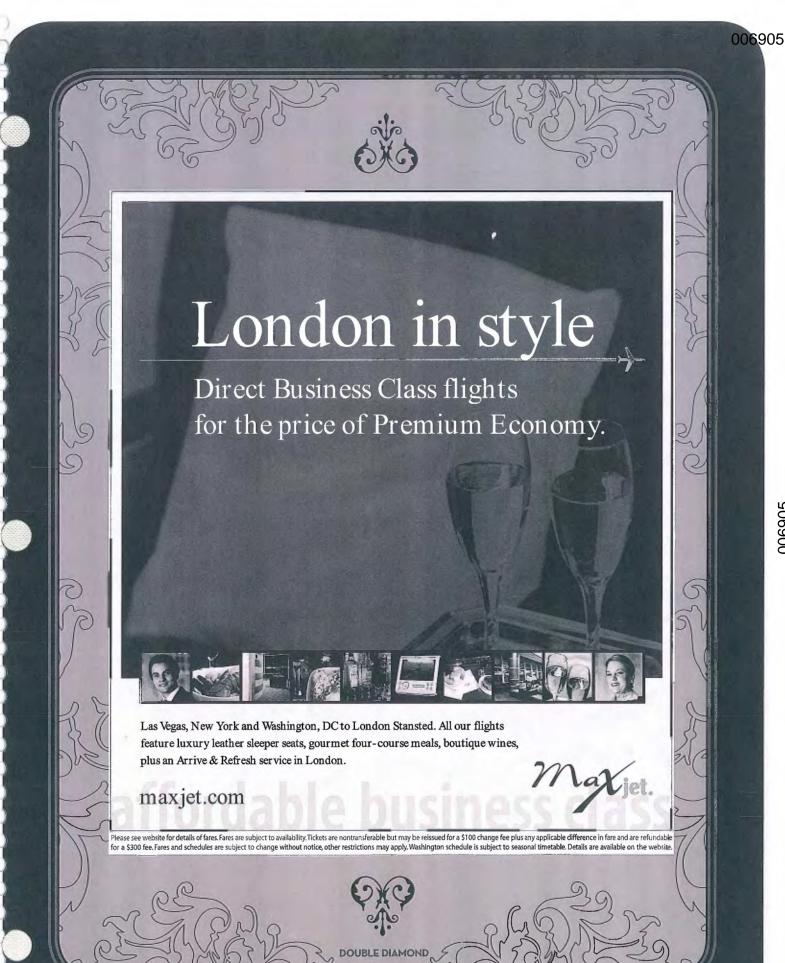


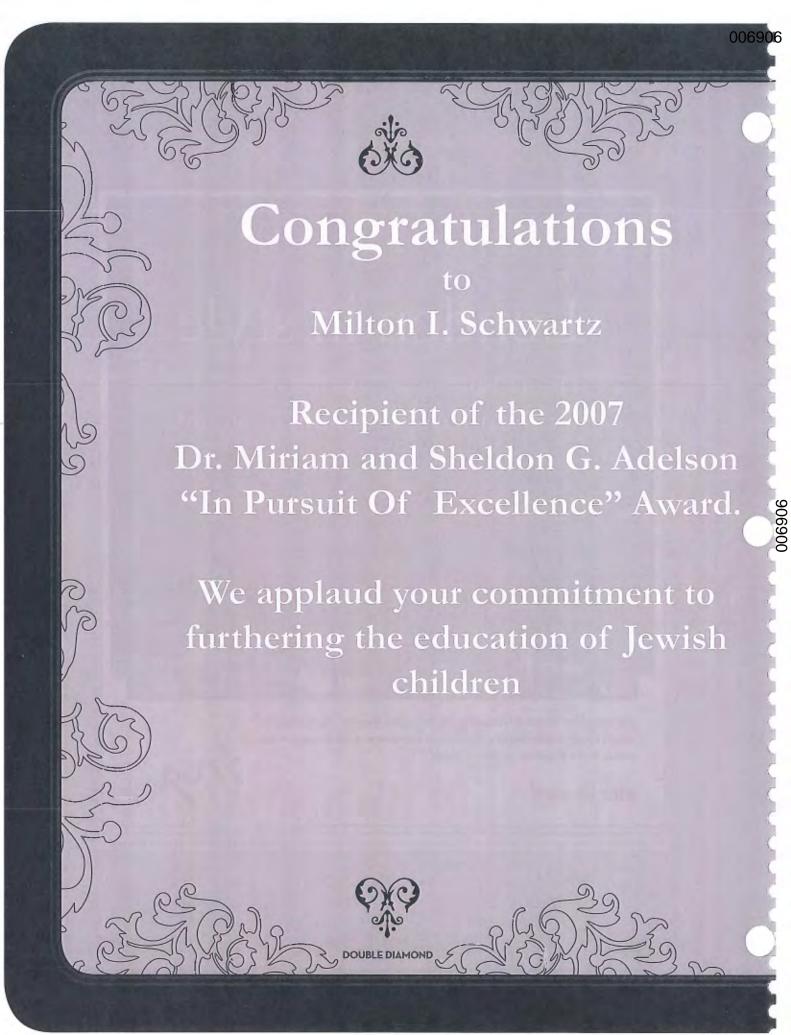




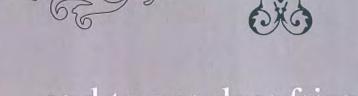












and to our dear friends Sheldon and Miriam

Here's wishing you continued success –

Your generosity to The M.I.S.

Hebrew Academy and so many other

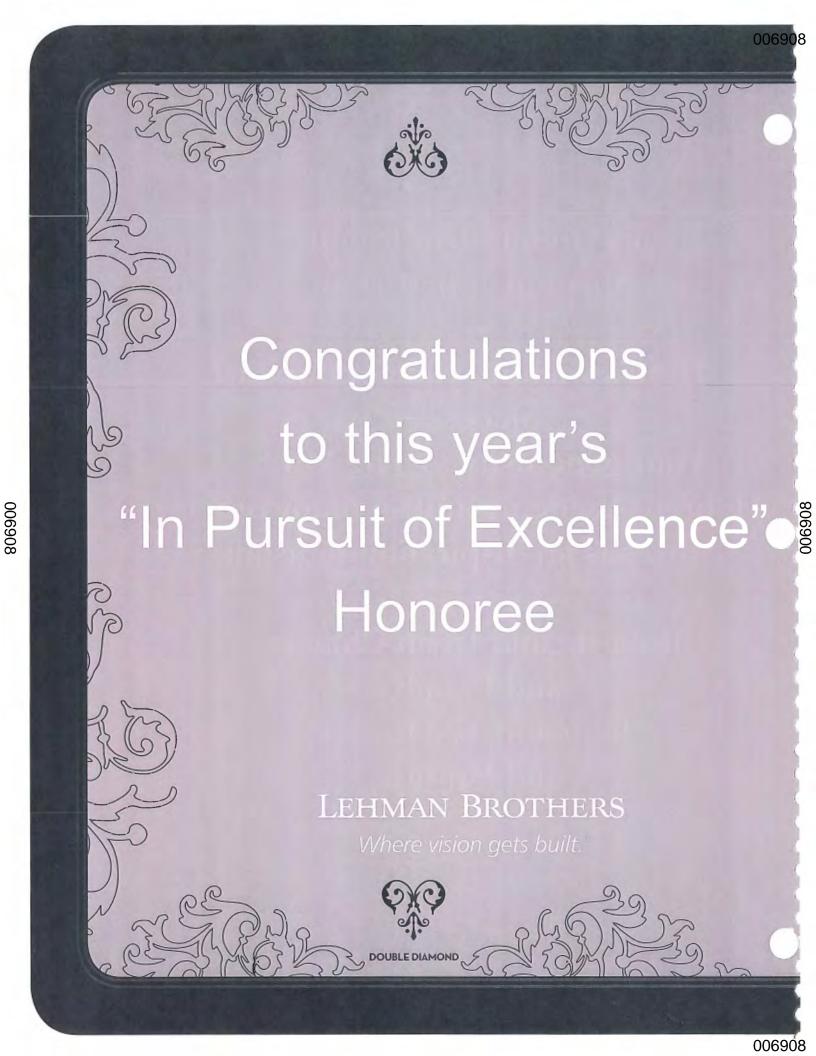
causes is an inspiration to us all

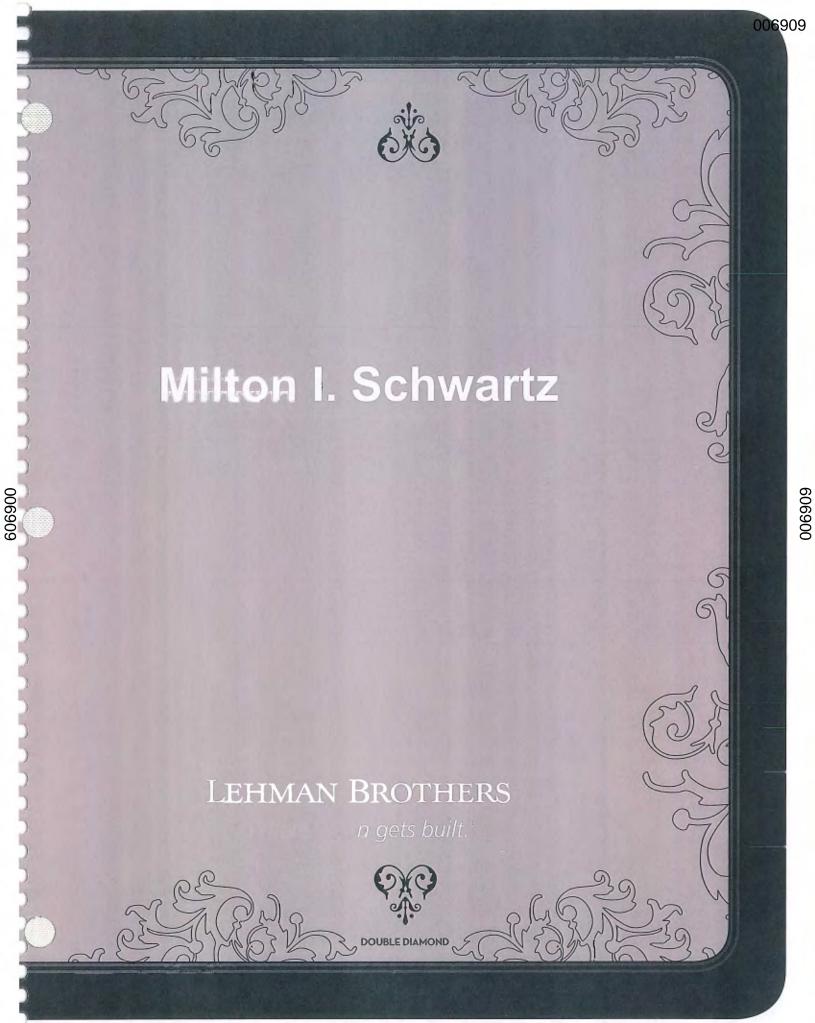
Roberta and Irwin Chafetz and Family Joan and Ted Cutler and Family

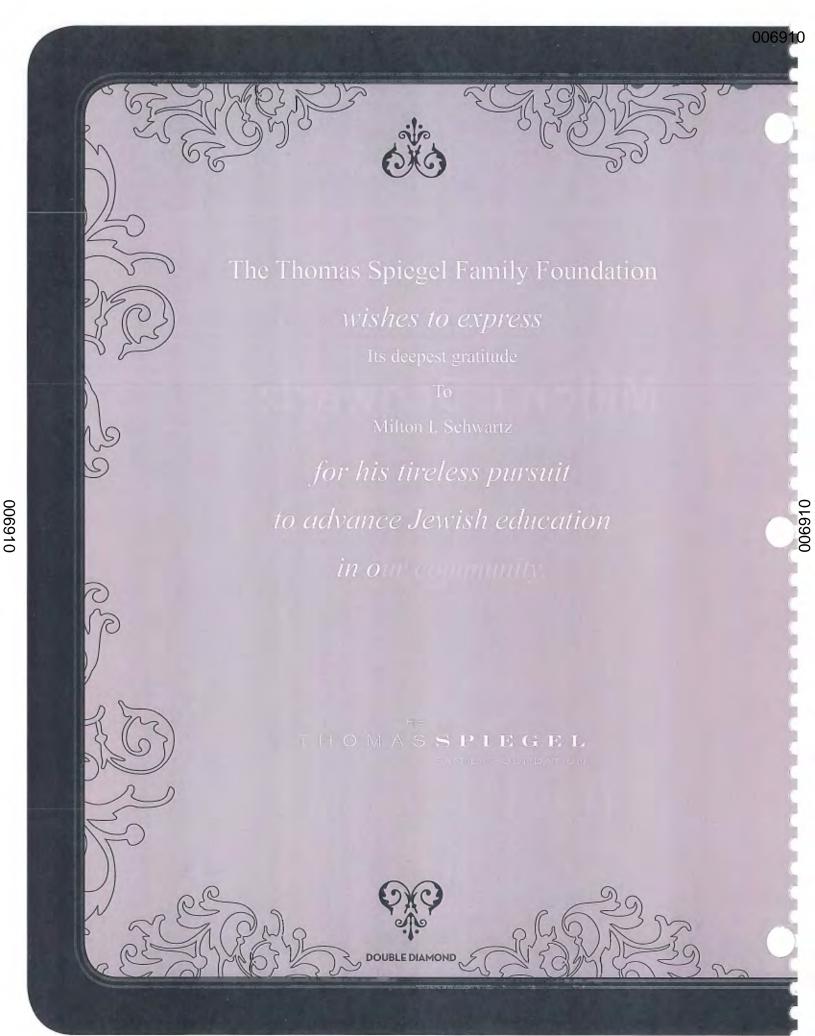


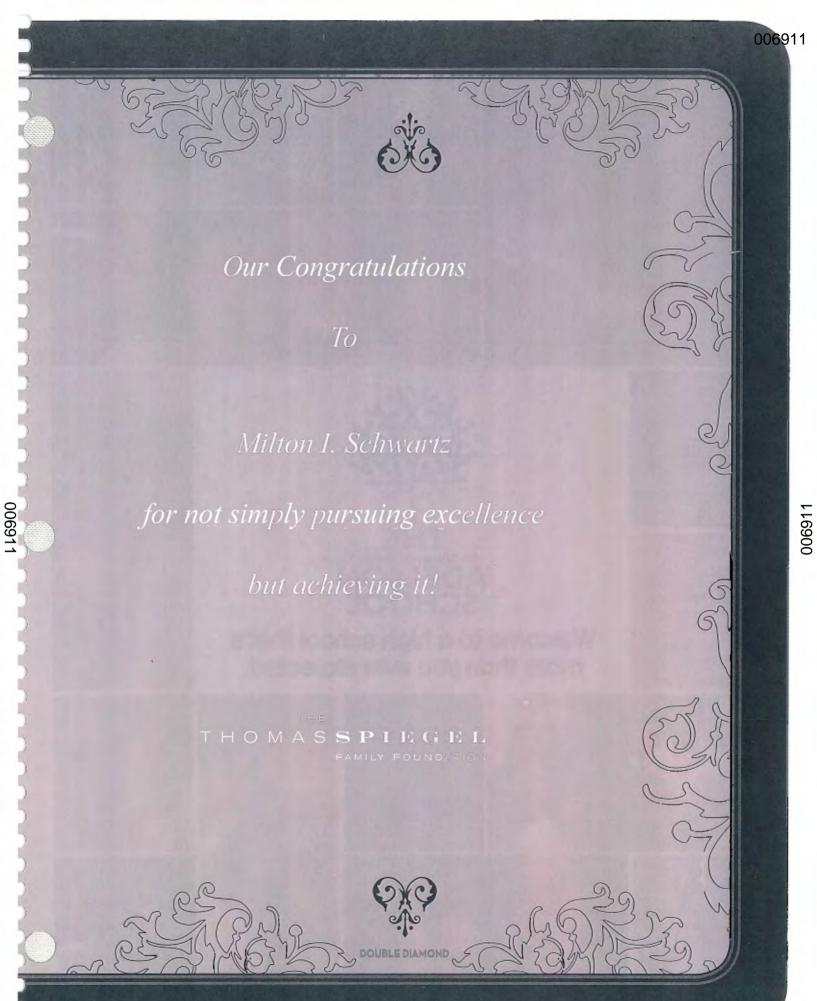










































The Adelson School is more than classes and lessons, more than teachers and books, it is an Education for Life.



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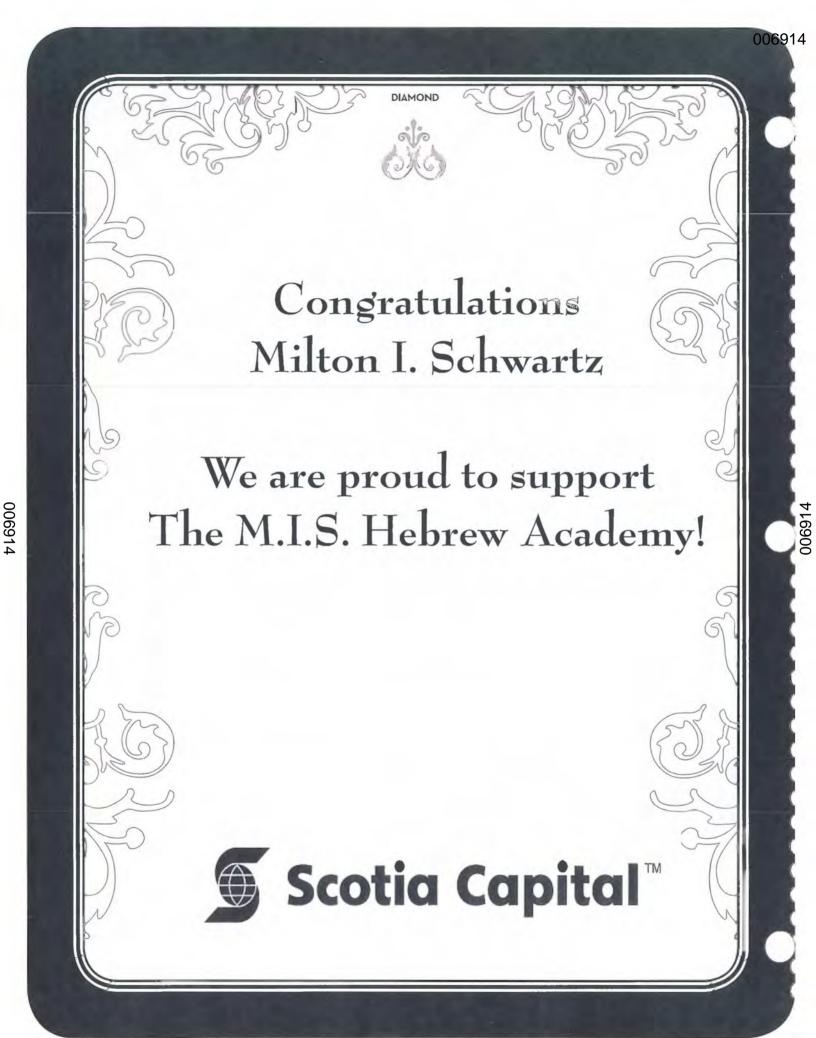
Located adjacent to The M.I.S. Hebrew Academy, The Adelson School opens in the fall of 2007 for grades 9 and 10, with grade 11 opening the fall of 2008 and grade 12 in 2009.

With a major gift, Dr. Miriam and Sheldon G. Adelson have made possible a world-class high school for Las Vegas. The Adelson School provides students with the opportunity to continue their Jewish education and to receive an education for life. The mission is simple: to raise up a new generation of Jewish leaders for whom Jewish values and tradition shape and guide their vision, and for whom knowledge creates possibilities for moral action, good character and shalom.

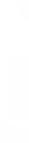
Taking a holistic approach to learning, the educational emphasis academically stimulates each student while providing emotional and physical support along the way. Students will see the relationship of all knowledge to life, to moral vision and to the creation of culture, while learning invaluable lessons in critical thinking and ethics rooted in Jewish heritage.

Instilled with an education for life, students of The Adelson School will find connections to their past and a path to their future. They will go on with unparalleled preparation for higher education.

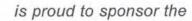
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Paul Weiss



Dr. Miriam and Sheldon G. AdelsonIn Pursuit of Excellence Awards Gala

and congratulates honoree

Milton I. Schwartz

May 6, 2007

006915

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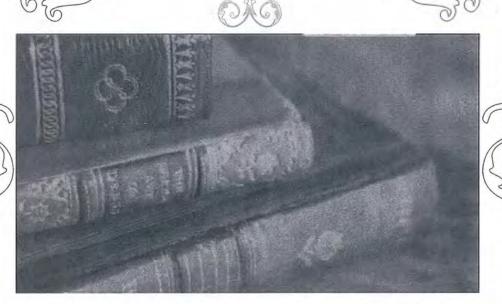
THE M.I.S. HEBREW ACADEMY

Your Love for Jewish Education Is Visual...and We Thank You!

Lovingly,

Faye and Dr. Leon Steinberg





Jefferies is proud to support Dr. and Mr. Adelson and their commitment to Jewish education and congratulates this year's "In Pursuit of **Excellence" Honoree, Milton I. Schwartz**

Jefferies, a global investment bank and institutional securities firm, has served growing and mid-sized companies and their investors for over 40 years. Headquartered in New York, with more than 20 offices around the world, Jefferies provides clients with capital markets and financial advisory services, institutional brokerage, securities research and asset management. The firm is a leading provider of trade execution in equity, high yield, convertible and international securities for institutional investors and high net worth individuals.

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WE WOULD LIKE TO CONGRATULATE

MILTON I. SCHWARTZ

IN RECEIVING

THE DR. MIRIAM AND SHELDON G. ADELSON IN PURSUIT OF EXCELLENCE AWARD

FOR THE IMPACT YOUR DEDICATION TO JEWISH EDUCATION HAS HAD ON GENERATIONS OF STUDENTS HERE IN OUR LAS VEGAS COMMUNITY

As LONGTIME LAS VEGAS RESIDENTS
WE ARE PROUD TO SUPPORT

THE MILTON I. SCHWARTZ HEBREW ACADEMY
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but we make a life by what we give."
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Gongratulates

Tonight's Honoree

Milton I. Schwartz

and supports

Dr. Miriam & Sheldon G. Adelson

in their commitment to and enduring support -for-

The Milton I. Schwartz Hebrew Academy

and its educational mission of caring and compassion toward its students and of service to the Jewish community.



006919

ml.com







Congratulations to this year's "In Pursuit of Excellence" Honoree

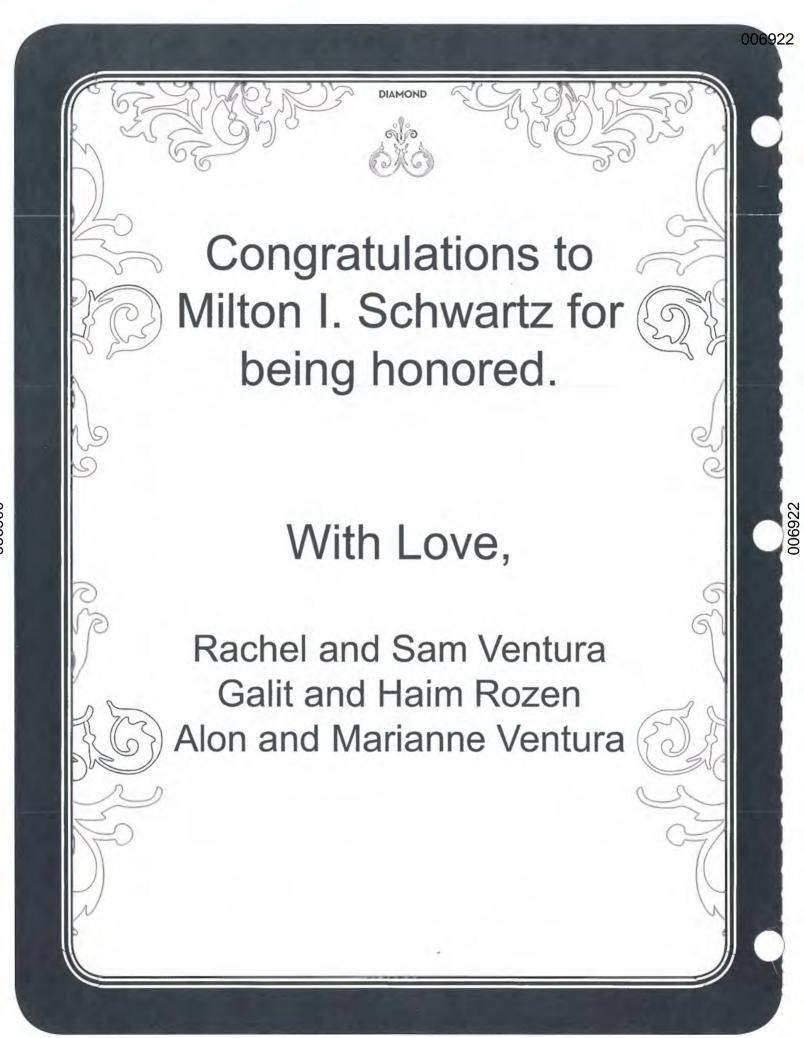
Milton I. Schwartz

3755 W. Hacienda

Las Vegas, NV 89118

PH: (702) 798-2970

FAX: (702) 798-3740







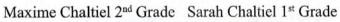


CONGRATULATIONS MR. SCHWARTZ

WE HEARD FROM OUR MOMAND DAD THAT YOU WERE BEING HONORED AT THE GALA. WE LOVE OUR SCHOOL. WE HAVE BEEN AT THE MILTON I. SCHWARTZ HEBREW ACADEMY SINCE FEBRUARY 2002. WE WENT TO YOUR 80TH BIRTHDAY PARTY IN THE AUDITORIUM. CAN WE COME TO YOUR 100TH TOO? THAT WOULD BE A LOT OF CANDLES, MR. SCHIFFMAN WILL HAVE TO MAKE SURE THE FIRE EXTINGUISHER WORKS.



006923









MERCI!

THANK YOU!

TODA RABA!

FROM THE THREE MUSKATEERS.







THANK YOU M.I.S. HEBREW ACADEMY

WE HEARD FROM OUR MOM AND DAD THAT THE FOUNDER OF OUR SCHOOL, MR. SCHWARTZ, IS BEING HONORED AT THE GALA AND THAT EVERYBODY WILL BE THERE SUNDAY; WE HAVE BEEN AT THE MILTON I. SCHWARTZ HEBREW ACADEMY SINCE FEBRUARY 2002. WE LOVE OUR SCHOOLAND WE WANT TO THANK MR. SCHIFFMAN, ALLOUR WONDERFUL TEACHERS AND STAFF AND ALL OUR FRIENDS FOR ENRICHING OUR LIFE EVERYDAY!

Oscar Chaltiel 4th Grade Maxime Chaltiel 2nd Grade Sarah Chaltiel 1st Grade



006924





MERCI! THANK YOU! TODA RABA!

FROM THE THREE MUSKATEERS.





Citi proudly supports The Milton I. Schwartz Hebrew Academy and congratulates this year's "In Pursuit of Excellence" award honoree

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006925



Victor Chaltiel Chairman of the Hebrew Academy Board of Trustees

Founder and Chairman, Redhills Ventures LLC; 30 years of experience as an executive in the healthcare industry, Masters of Business Administration from the Harvard Business School; Prominent local philanthropist; Board member of the Board of Directors of the American Committee for the Weizmann Institute of Science (ACWIS) and The Nevada Ballet Theater; Parent of Hebrew Academy students.

Sheldon G. Adelson

First Vice President of Hebrew Academy Board of Trustees

Chairman of Las Vegas Sands Corp., developers of the Venetian Resort · Hotel · Casino in Las Vegas and the Sands Macao Resort in the People's Republic of China's Special Administrative Region Macao. Renowned entrepreneur and a member of the "Forbes 400," he is known worldwide for his business acumen and visionary leadership; Parent of Hebrew Academy students.

Jill Hanlon

Second Vice President of Hebrew Academy Board of Trustees

Attorney practicing primarily in estate planning, business formation, and asset protection; Juris Doctor from New York Law School; Masters of Business Administration from Baruch College; Parent of Hebrew Academy students.

Ercy Rosen

Treasurer of the Hebrew Academy Board of Trustees

Past Hebrew Academy Gala Chair for 7 years; Bachelor of Science in Education from Youngstown State University; Bachelor of Arts in Business Administration from Kent State University.

Dr. Suzanne Steinberg

Secretary of the Hebrew Academy Board of Trustees

Past President of Hebrew Academy Board of Trustees; Medical Degree from George Washington University and Masters Degree in Epidemiology from University of Maryland in Baltimore; Parent of Hebrew Academy students.



Hebrew Academy Board member and chair of various committees since 1998; Prominent community leader in the Jewish Federation Women's Division; local philanthropist; Parent of previous Hebrew Academy graduates.

Rachel Schwartz General Board Member

Board of Trustees Teacher Liaison; Past PTO Vice-President for two years; Member of Security Committee; Gala Committee for past five years; local philanthropist; Parent of Hebrew Academy student and graduate

Irv Steinberg General Board Member

Certified Public Accountant and Certified Valuation Analyst; Court Appointed Arbitrator for the District Courts of the State of Nevada by the Nevada State Supreme Court; Past 1st Vice President of the Hebrew Academy Board of Trustees; Board member of various local community organizations; Grandparent of Hebrew Academy graduate and student.

Leah Ellenhorn Stromberg General Board Member

A trained mediator in charge of the Clark County Neighborhood Justice Center; Masters of Social Work at Yeshiva University in New York; Parent of Hebrew Academy student.

006927

Sam Ventura General Board Member

Co-owner of RE/MAX Commercial Professionals in Nevada. A licensed general contractor, he started Ventura Enterprises Development and Investment in California and relocated to Las Vegas, where he purchased land and began developing commercial buildings. He is an active commercial builder in town in addition to owning and operating more than 3,000 mini-storage units. Former board member of The Jewish Federation of Las Vegas and current president of Or-Bamidbar, an orthodox synagogue. Grandfather of three Hebrew Academy students.

Benjamin Yerushalmi General Board Member

A 1988 graduate of The Milton I. Schwartz Hebrew Academy; Current Vice President of The Jewelers, Inc. after having attained his Masters in Business Administration from the Anderson School at U.C.L.A. in 2003 and his Juris Doctorate from Stanford Law School in 1998. He is proudly following in the footsteps of his father, Mordechai Yerushalmi, a past member of the Hebrew Academy Board.



Prominent business and community leader, both locally and nationally; Leader in the taxicab and real estate industries; Founder of The Milton I. Schwartz Hebrew Academy; Prominent local philanthropist; Board member of various local community organizations.

Roni Amid General Board Member

Founder & Vice Chairman of the WestCorp Group – Extensive experience in Merger & acquisitions, Venture Capital investments, Development of multi-family communities & commercial/retail real estate investments. Board Member & Major share holder in MaxJet – International "all business" air carrier

Philip Kantor General Board Member

Attorney practicing primarily in the fields of trademark, copyright and advertising law, as well as other business law and litigation. B.A. from Yale University; License from Université de Paris I (Panthéon-Sorbonne); M.B.A. and J.D. from New York University; Board member of former Jewish Community Day School of Las Vegas. Parent of students expecting to attend inaugural ninth and tenth grades of The Dr. Miriam and Sheldon G. Adelson School.

006928

Yasmin Lukatz General Board Member

Currently serves as Special Assistant to the Chairman & CEO of Las Vegas Sands. Received her BA in Law, Accounting and Economics from Tel Aviv University and her Masters in Business Administration from Stanford University. She is the proud mother of two and the sister of two Hebrew Academy students.

Geri Rentchler General Board Member

Past President of the Hebrew Academy; Longtime Hebrew Academy Board of Trustees member and chair of various committees; Children graduates of The Hebrew Academy; Grandparent of former Hebrew Academy students.



Born July 30, 1943

Entered into rest April 12, 2007 24 Nissan

We loved her smile, her laugh, and her sense of humor. She was a family healer and medicine woman, a community volunteer, an avid Jewish student through her reading, John's best friend, Gertrude's baby girl, Dani's confidant, loving Savta to her grandkid's Alex, Jayson, Adam a friend to all. Member of The Milton I. Schwartz Hebrew Academy Board for 28 years.

When Geri was young she loved....

~reading, swimming, square dancing, classical music, playing clarinet

As she got older she loved.....

- ~spending time (anywhere) with John
- ~reading sci-fi and romance novels and any books about Judaism, cooking, alternative medicine and health and organic gardening,
- ~needlepoint and art classes, where she learned how to batik, make bead necklaces and paint
- ~shopping for books, clothes, anything for her kitchen, and materials and books for The M.I.S. Hebrew Academy
- ~classical and folk music
- ~cooking

006929

- ~making Dani eat natural, no sugar foods (much to Dani's dismay) ...except for the treat trips to Winchells Donuts and Luv-It Frozen Custard
- ~her cats and dogs

In her later years

- ~she still loved reading
- ~she still loved shopping and now has found Home Shopping Network (very dangerous) buying clothes, books and toys for her grandchildren and continuing to buy books for the school,
- ~her weekly trips to Sizzler and Chinese with John
- ~watching CNN and The Cooking Channel
- ~spoiling her grandchildren with cookies every time they came to visit
- ~going to The M.I.S. Hebrew Academy Board Meetings even when she was so sick she should have been at home
- ~she loved that her life long dream came true, that not only was there a Hebrew Academy Day School, but a new Jewish high school in the works

And always...

~her family and friends

Lovingly written by her daughter, Dani





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L'Chaim!

May The M.I.S. Academy experience continued success with your wisdom and devotion to our community.





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In honor of a very special man

MILTON I. SCHWARTZ

Your dedication and inspiration for the children of The M.I.S. Hebrew Academy

is highly recognized and appreciated.

May our school continue to grow and

May you enjoy many years of health and happiness.

Noam and Rachel Schwartz Ronnie and Dorit Schwartz





PLATINUM



LATHAM & WATKINS LLP

Proudly Supports

Dr. Miriam & Sheldon G. Adelson and their commitment to Jewish education.

Congratulations to this year's "In Pursuit of Excellence Honoree"

Mr. Milton I. Schwartz





SMBC SUMITOMO MITSUI

Congratulations!

To this year's
Dr. Miriam &
Sheldon G. Adelson
"In Pursuit of Excellence"
Honoree

We applaud your generous support of high-caliber education.



PLATINUM



Morgan Stanley

Morgan Stanley proudly supports the

Milton I. Schwartz Hebrew Academy 2007 Gala

and congratulates

Milton I. Schwartz

Recipient of the Second Annual Dr. Miriam and Sheldon G. Adelson In Pursuit of Excellence Award

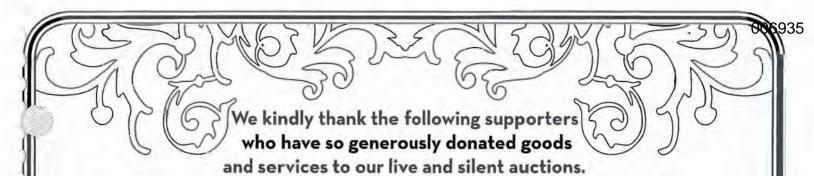


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Tarkanian Basketball Academy

The Gallery at Summerlin The Jewelers The Main Event The Producers

T-Bird Jewelers

The Venetian Resort-Hotel-Casino

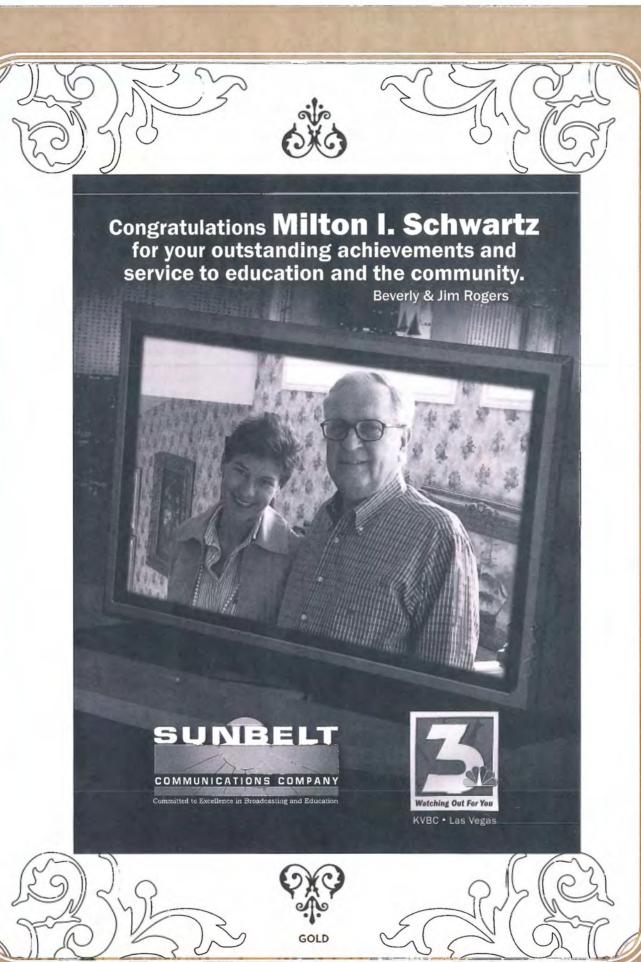
Theory Tiptoe Shoes Tsurit Hagay Valentino Vasari Vignettes Vinnie Favorito Vintners Grill

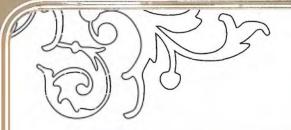
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Congratulations!

To this year's "In Pursuit of Excellence" honoree, Milton I. Schwartz.



Rhonda, Steve, Andrew, Eric, and Jason Glyman















We proudly support Dr. Miriam and Sheldon G. Adelson

In Pursuit Of Excellence Awards Gala

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Milton I. Schwartz for your generosity and vision in establishing the foundation of Jewish education in Las Vegas.

Please accept our gratitude, as well as our children's and future generations, for your incredible contributions.

The Cohler Family





IS PROUD TO JOIN

DR. MIRIAM AND SHELDON G. ADELSON

IN HONORING

MILTON I. SCHWARTZ



RECIPIENT OF THE

IN PURSUIT OF EXCELLENCE AWARD.





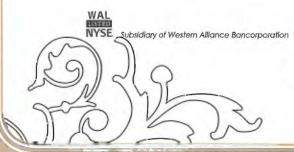
ROBERT SARVER CEO, Bank of Nevada Chairman/CEO Western Alliance Bancorporation



BRUCE HENDRICKS President Bank of Nevada



Chairman of the Board Bank of Nevada









006941





CONGRATULATIONS TO

MILTON I. SCHWARTZ.

ON BEHALF OF EVERYONE AT

LAS VEGAS SANDS CORP.,

THANK YOU FOR YOUR ENORMOUS

GENEROSITY AND DEDICATION TO THE

BETTERMENT OF OUR COMMUNITY.









In honor of our good friends,
Miri and Sheldon Adelson
and for all of their good works
on behalf of The
Milton I. Schwartz Hebrew
Academy.

With love,

Jane & Charles Forman















Dear Milton,

In honor of a recognition truly deserved!!!

You are a friend, an inspiration, and a leader.

Your presence and Tzedakah have been influential on all of those who know you, myself, my family, The M.I.S. Hebrew Academy, and the entire community!!!

Congratulations and Best Wishes,

Love,

006943

Suzanne, Sam, Stuart, Pamela, and Kenny Green















































The Milton I. Schwartz Hebrew Academy is dedicated to cultivating a love of learning and a sense of self-worth.



The Milton I. Schwartz Hebrew Academy was established in 1988 through the generosity of Milton I. Schwartz and others who answered a need in the Las Vegas community for a strong secular and Judaic educational institution for elementary school-aged children. Since then, The M.I.S. Hebrew Academy has expanded to include preschool through 8th grade. The school is the only accredited Jewish day school in the State of Nevada.

This is a nurturing and safe community where students build a strong academic foundation, love of learning and self-confidence. High academic standards are integrated into a rich and pluralistic Jewish

practice. Individualized instruction supports each student's development. Just as important as intellectual growth are social skills, respect for community and Jewish ethics.

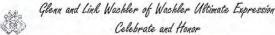
Students in good standing matriculate from The Milton I. Schwartz Hebrew Academy to The r. Miriam and Sheldon G. Adelson School, the first Jewish high school in the Las Vegas area.













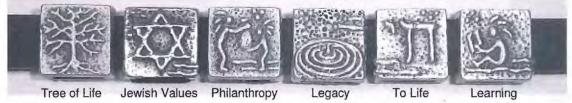


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"In Pursuit of Excellence" Precious Tree of Life

Hand Carved and Cast in Sterling Silver one of a kind "Precious Tree of Life", by Glenn and Link Wachler of Wachler Ultimate Expression. The Sculpture Celebrates and Honors Milton I. Schwartz and is titled "In Pursuit of Excellence". Dangling from the meaningful tree are 6 LifeLink™ values of Learning, Legacy, Philanthropy, Tree of Life (Celebration of Family), Chai (Celebration of Life), and the Star of David (Celebration of Jewish Values). The 18ky Gold and Diamond "Spirit of Embrace" represents eternal connections. When these values are followed you are "In Pursuit of Excellence".

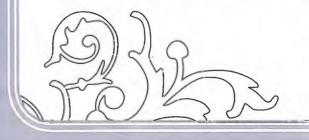
There are 6 roots further reinforcing the LifeLink™ values. The Star of David from which they come represents the Strength, Support, and Nourishment of this Jewish Community. This Wachler Ultimate Expression is mounted on a Black Onyx base.



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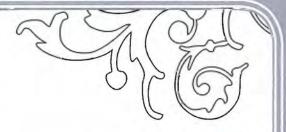












ח״ר

MAZEL TOV TO THIS YEAR'S MOST DESERVING HONOREE

MILTON I. SCHWARTZ

FOR HIS CONTINUED PURSUIT OF EXCELLENCE.
HE HAS CREATED A LASTING LEGACY OF A

LOVE OF LEARNING AND A COMMITMENT TO JUDAISM THROUGH HIS SUPPORT

OF THE MILTON I. SCHWARTZ HEBREW ACADEMY.

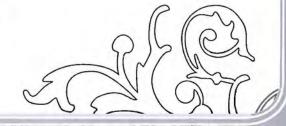
"As my ancestors have planted for me, So shall I plant for my children's children's children." (Talmud)

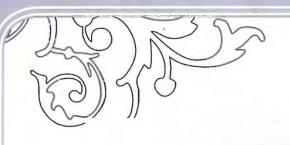
THANK YOU FOR THE STRONG "ROOTS"
FROM YOUR LOVING AND APPRECIATIVE "BRANCHES"
Eileen J. Zarin

David, Jill, Jennifer, and Jonathan Zarin Robin Sue and Bill Landsburg Michael, Emily, Zachary, Joshua, and Benjamin Landsburg Samuel Schwartz and Daniel Schwartz Jonathan, Stacy, and Ava Schwartz













Congratulations to Milton I. Schwartz

for all his hard work for the Hebrew Academy.

From the Tregerman family and SEA SPA SKIN CARE

















Dear Nr. Schwartz,

We Absolutely Love our school! We Can't thank you enough for making the Wilton I. Schwartz Hebrew Academy the best in the west!



The Selznick Kids 2007

Richard Grade 2 Jordyn Pre-K Harrison Kindergarten













Congratulations

Milton I. Schwartz

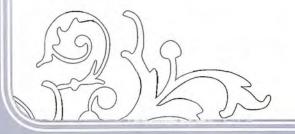
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Congratulations To MILTON I. SCHWARTZ

Your support and generosity is greatly appreciated.

May The M.I.S. Hebrew Academy Continue to grow from strength to strength.

Marc, Claire, David, Joshua And Sarah Leiserowitz













Milton L. Schwartz

WE ARE PROUD TO BE A PART OF THE HEBREW ACADEMY FAMILY

CONGRATULATIONS ON RECEIVING THE DR. MIRIAM AND SHELDON G. ADELSON IN PURSUIT OF EXCELLENCE AWARD

JAMES WOODROW & MICHELE TELL-WOODROW

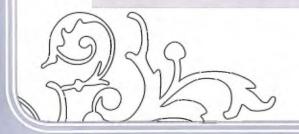
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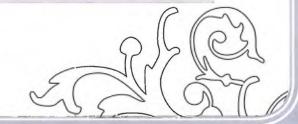
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To Milton:

006953

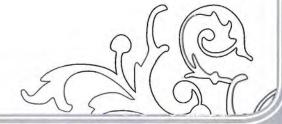
Thank you for your contribution over many decades to this community.

With Respect, Esther and Neville Pokroy

Page Donated by the Darin Pokroy Memorial Fund













To Milton J. Schwartz

Mazal Tov

on Your Great Contributions to

Las Vegas Jewish Education

Liat & Benjy Karsch









Congratulations Milton I. Schwartz On this well deserved award

and

Thank you

For all you have done over

The years to support

The M.I.S. Hebrew Academy

Hilary, Joel, Marissa, Zev, & Dara Katz

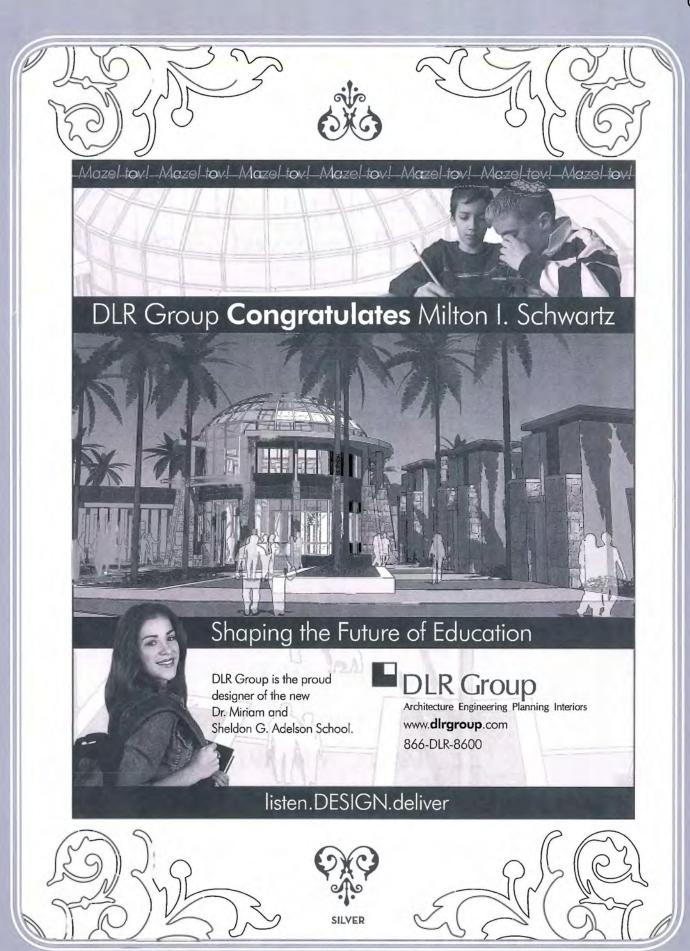
and

Allergy and Asthma Center Joel Katz, M.D. 2635 Box Canyon Drive Las Vegas, NV 89128 360-6100











Mazel Tov

Thank You!

For all you do for our school.

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Mazel Tov

to

Milton I. Schwartz
for providing a wonderful Jewish education
to the children of Las Vegas.

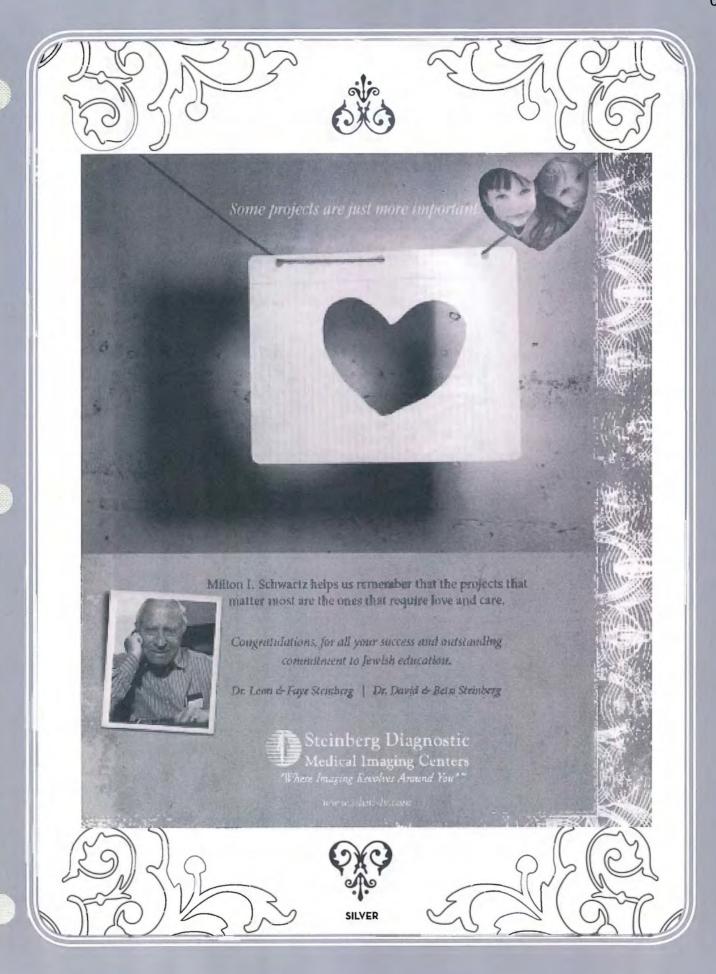
You are truly a role model!!

With our love and admiration, Sandy and Paul Schiffman











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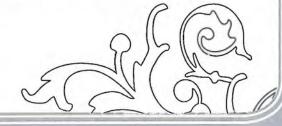
For his dedication and commitment to our community and our school.

With Admiration,
The Blau Family
Leora Robert

Leora, Robert, Justin, Madison and Michael











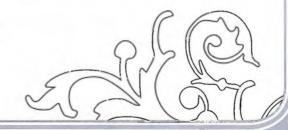


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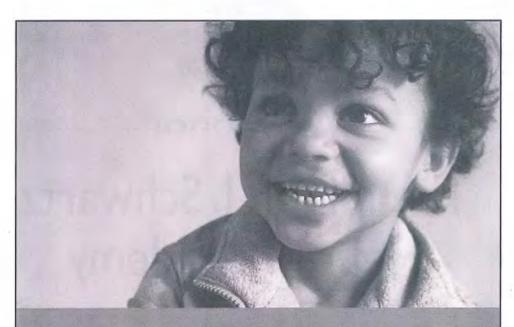












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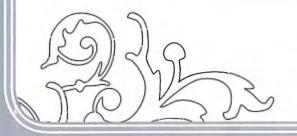
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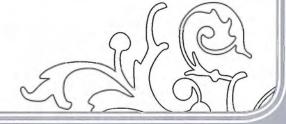
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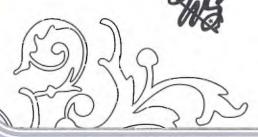
The Milton I. Schwartz Hebrew Academy

Thank You for your outstanding commitment to education in our community

The Chaplin and Ruvo Families

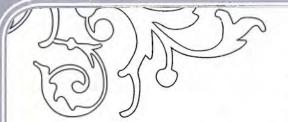


Southern Wine and Spirits

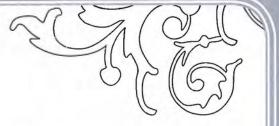












Mazel Tov!

To

Milton I. Schwartz On This Well Deserved Honor

The Mashal Family

Boulevard Camera, Inc. 3785 Las Vegas Boulevard Las Vegas, NV 89109







996900







Milton,

Thank you for your vision and pioneering spirit, for planting the seed for a great school, for recognizing the importance of Jewish education, for your unrelenting support and commitment to The M.I.S. Hebrew Academy and for the legacy of Jewish education for future generations.

We are happy to support this year's

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Milton I. Schwartz

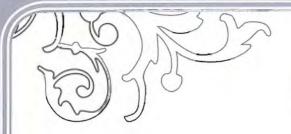
Mazel Toy!

Dr. Ernest, Fler, Nuriel and Matan Sussman













We honor

Milton I. Schwartz

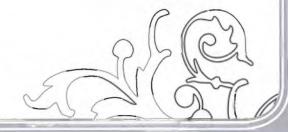
For his outstanding commitment to

The M.I.S. Hebrew Academy

Irv and Elaine Steinberg















Congratulations Milton!

The M.I.S. Hebrew
Academy has provided
an education for our
children and a community
for our family



Thank you for your vision



With love,

Sara, Stephen, Alli and Jack Wessells









Congratulations!

On being recognized for

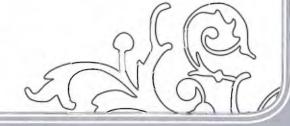
Your Commitment, Wisdom and Inspiration.

We applaud your dedication to preserving Jewish Education in Las Vegas

















Congratulations

Miriam & Sheldon For your contributions to the children and to humanity!

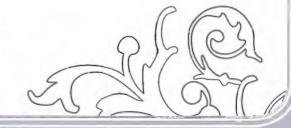
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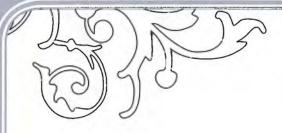
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Congratulations! To the most deserving person Milton I. Schwartz

Regina & Bob Raphaelson













EXECUTIVE LAS VEGAS LIMOUSINE

Congratulations Milton!

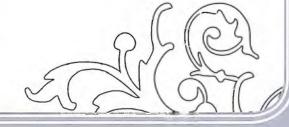
For a lifetime of achievement-Our children are the winners!

Carol and Jim Jimmerson

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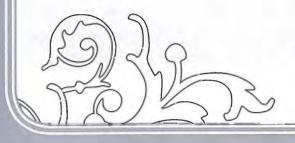




L'Chaim

Your never-ending support and devotion to our school and the Jewish community is an inspiration to us all.

The Fuchs Family Howard, Angela and Taylor







Jewish Community Center Southern Nevada



Congratulations
Milton I. Schwartz

Thank you to the Hebrew Academy for supporting the Jewish Community Center.



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Jeffrey and Leah Stromberg Eliana and Gideon

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Yasher Koach! Milton I. Schwartz

...on being recognized for your commitment, wisdom and inspiration to the Jewish Community.

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"Thanks for the beautiful job you did at our party.
Not only were the photos fabulous, but you and
your team were so kind and wonderful. You helped
make our day special"
Hilary Katz, Las Vegas, NV

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Congratulations Milton!

Thank you for all that you have done for The M.I.S. Hebrew Academy. We could not have come this far without your founding vision and generosity.



Jill, Allie and Noah Hanlon

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Mazal Toy!

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Congratulations

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On this well deserved honor

Thank you for your outstanding contribution to Jewish education.

The Hendler Family Flavia, Rom, Ilan, Maya & Gabriel

THANK YOU FOR ALLOWING ME TO BE YOUR VOICE TONIGHT.

AND ALL YEAR LONG.

CONGRATULATIONS TO THE M.I.S. HEBREW ACADEMY

AND

MR. MILTON I. SCHWARTZ

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Milton I. Schwartz

Your dedication and unwavering commitment to ensuring the success of the Milton I. Schwartz Hebrew Academy and the future of Israel is both admired and valued.

The U.S. - Israel relationship lies in the hands of our children, therefore AIPAC salutes you!

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MAZEL TOV!



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Thank you for your continued participation and relentless support!

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To

Milton I. Schwartz

The Hebrew Academy

PTO

Would like to thank you for your never-ending support and devotion to our school and the Jewish community

Mazel Tov

The 2007 PTO Board Members:

Dawn Lev, Andee Ross,

Joann Buchman, Shirah Mashal,

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TO

Milton I. Schwartz

AND

The Hebrew Academy

FOR

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WITH ADMIRATION AND RESPECT

The Rush Family

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TO

Milton Schwartz

A Man of Vision

BLANCHE AND PHIL MEISEL



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MILTON I. SCHWARTZ

WE APPLAUD HIS COMMITMENT AND VISION
IN SUPPORTING JEWISH EDUCATION IN OUR COMMUNITY

MAZEL TOV!

JASON & DOMINIQUE WEINER

MILTON I. SCHWARTZ

Thank you for having the vision many years ago.

We will continue your vision and help to build the future.

Mike, Bonnie, Jessica, Mackenzie & David Lally



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We applaud his commitment and vision in supporting Jewish education in our community

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We appreciate everything you have done to promote excellence in education at The MIS Hebrew Academy.

Tom Rozint



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WE APPLAUD HIS COMMITMENT AND VISION
IN SUPPORTING JEWISH EDUCATION IN OUR COMMUNITY!

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With love and respect;
Next year a brass
band!

Susan and Bob Vex

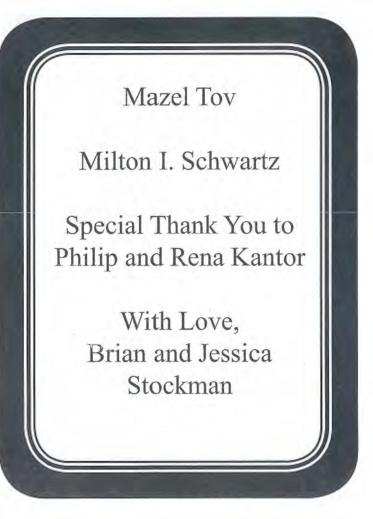


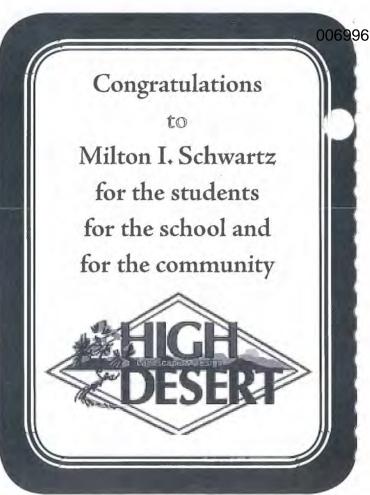
Milton I. Schwartz

Thank you for your leadership and generous support of Jewish education and the Hebrew Academy.

Mazel Tov on this well deserved honor.

Joe and Shevy Shalev





In a completely rational society, the best of us would aspire to be teachers and the rest of us would have to settle for something less, because passing civilization along from one generation to the next ought to be the highest honor and the highest responsibility anyone could have.

-- Lee Iacocca

L'Chaim!

Your never-ending support and devotion to our school and the Jewish community is an inspiration to us all.

The Milton I. Schwartz Hebrew Academy Faculty and Staff





TONI & VICTOR CHALTIEL CONGRATULATE

Milton J. Schwartz

RECIPIENT OF THE 2ND DR. MIRIAM & SHELDON G. ADELSON IN PURSUIT OF EXCELLENCE AWARD

Milton, your exceptional commitment and total dedication to your school, its superb staff and the children attending

The Milton I. Schwartz Hebrew Academy, is only matched by your extraordinary business leadership and successes: may all of us in our community and all Las Vegans continue to greatly benefit from such humanity and leadership for many,

many years to come! Thank you!!!

With love and sincerely,

TONI AND VICTOR









April 17, 2008

Exhibit AA

Mr. A. Jonathan Schwartz Family of Milton L Schwartz 2293 Duneville Street Las Vegas, NV 89146

Dear Jonathan:

Thank you for your leadership gift to The Dr. Miriam and Sheldon G. Adelson School and The Milton I. Schwartz Hebrew Academy 2008 In Pursuit of Excellence Gala. Your most generous support is greatly appreciated and is the reason the event was such a success!

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With your kindness, you have helped ensure that children in need of financial assistance have the ability to attend the school of their choice. This year, more than 70 students require financial assistance. On their behalf, please accept our thanks and deepest gratitude.

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Thank you again for your meaningful support, and thank you for helping to build a better world for all of us.

Sincerely,

Paul Schiffman Head of School

Hope you (mgoy pro by closed video. Think's pol. Victor Chaltiel the Gala

Victor Chaltiel the Gala

Board Chairman

THANK YOU VERY

MUCH HAND

THANK YOU VERY



Cc Down



May 28, 2008

Mr. A. Jonathan Schwartz 2293 Duneville Street Las Vegas, NV 89146



Lites to s

Dear Jonathan:

Thank you for your Tribute Journal donation supporting The Dr. Miriam and Sheldon G. Adelson School and The Milton I. Schwartz Hebrew Academy 2008 In Pursuit of Excellence Gala. Your generous contribution is greatly appreciated and is the reason the event was such a success!

With your kindness, you have helped ensure that children in need of financial assistance have the ability to attend the school of their choice and that the classroom programs are cutting edge. On their behalf, please accept our thanks and deepest gratitude.

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Sincerely,

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