Case No. 78341

In the Supreme Court of Nevada

Electronically Filed
Jan 29 2020 05:08 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

A. JONATHAN SCHWARTZ, Executor of the Estate of MILTON I. SCHWARTZ,

Appellant,

vs.

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

Respondent.

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

DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
DALE KOTCHKA-ALANES (SBN 13,168)
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Pkwy, Suite 600
Las Vegas, Nevada 89169
(702) 949-8200

ALAN D. FREER (SBN 7706)
ALEXANDER G. LEVEQUE (SBN 11,183)
SOLOMON DWIGGINS & FREER, LTD.
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 853-5483

Attorneys for Appellants

CHRONOLOGICAL TABLE OF CONTENTS TO APPENDIX

Tab	Document	Date	Vol.	Pages
1	Petition for Probate of Will	10/15/07	1	1–26
2	Order Granting Petition for Probate of Will and Codicils and Issuance of Letters Testamentary	12/10/07	1	27–28
3	Petitioner's Response to Objection to Petition to Probate Will and for Issuance of Letter Testamentary and Request for All Future Notices to be Properly Served	01/03/08	1	29–60
4	Notice of Entry of Order	01/04/08	1	61–66
5	Notice of Entry of Order	01/29/08	1	67–71
6	Ex Parte Order for Extension of Inventory	05/23/08	1	72–73
7	Petition to Compel Distribution, for Accounting and for Attorneys' Fees	05/03/13	1	74–159
8	Notice of Entry of Order to Appear and Show Cause	05/14/13	1	160–163
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
10	Petition for Declaratory Relief	05/28/13	1 2	231–250 251–298
11	Motion to Dismiss Executor's Petition for Declaratory Relief	06/12/13	2	299–329
12	Adelson Campus' Reply in Support of Petition to Compel Distribution, for Accounting and for Attorneys' Fees & Preliminary Objection to Accounting	06/17/13	2	330–356
13	Recorder's Transcript of All Pending Motions	06/25/13	2	357–385
14	Opposition to Motion to Dismiss	07/01/13	2	386–398

15	Reply in Support of Motion to Dismiss Executor's Petition for Declaratory Relief	10/02/13	2	399–432
16	Recorder's Transcript of Motions Hearing	10/08/13	2	433–475
17	Notice of Entry of Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief Without Prejudice & Allowing Limited Discovery	11/13/13	2	476–479
18	Demand for Jury Trial	11/27/13	2	480–481
19	Motion for Reconsideration	12/02/13	2 3	482–500 501–582
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	12/09/13	3	583–638
21	Transcript of Proceeding: Motion for Reconsideration	12/10/13	3	639–669
22	Transcription of Discovery Commissioner Hearing Held on January 29, 2014	01/29/14	3	670–680
23	Notice of Entry of Order Denying Motion for Reconsideration and Re-Setting Discovery Deadline	02/27/14	3	681–684
24	Notice of Entry of Order Regarding Deposit of Funds in Blocked Account at Morgan Stanley	03/07/14	3	685–690
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	03/07/14	3	691–696

	February 11, 2014 Hearing to Allow Discovery Commissioner to Resolve Discovery Dispute			
26	Adelson Campus' Motion for Partial Summary Judgment	04/22/14	3 4	697–750 751–772
27	Opposition to Motion for Partial Summary Judgment	05/27/17	4 5	773–1000 1001–1158
28	Supplement to Petition for Declaratory Relief to Include Remedies of Specific Performance and Mandatory Injunction	05/28/17	5	1159–1165
29	Errata to Opposition to Motion for Partial Summary Judgment	06/03/14	5	1166–1181
30	Adelson Campus' Reply in Support of Motion for Partial Summary Judgment	06/24/14	5 6	1182–1250 1251–1273
31	Supplement to Opposition to Motion for Partial Summary Judgment	07/02/14	6	1274–1280
32	Transcript for Motion for Summary Judgment	07/09/14	6	1281–1322
33	Notice of Entry of Order Denying the Dr. Miriam and Sheldon C. Adelson Educational Institute's Motion for Partial Summary Judgment	09/05/14	6	1323–1326
34	Opposition to the Adelson Campus' Motion for Reconsideration of Denial of Motion for Partial Summary Judgment	10/06/14	6	1327–1333
35	Reporter's Transcript of Proceedings	10/08/14	6	1334–1376
36	Notice of Entry of Stipulation and Order for Protective Order	03/05/15	6	1377–1389
37	Petition for Partial Distribution	05/19/16	6	1390–1394
38	Errata to Petition for Partial Distribution	06/02/16	6	1395–1410
39	Recorder's Transcript of Proceeding: All Pending Motions	08/03/16	6	1411–1441

40	Recorder's Transcript of Proceedings: Calendar Call	08/18/16	6	1442–1454
41	Recorder's Transcript of Proceeding: Status Check	09/28/16	6	1455–1464
42	Transcript of Proceedings: Motion for Protective Order on Order Shortening Time	04/19/17	6	1465–1482
43	Notice of Entry of Order Regarding the Adelson Campus' Motion for Protective Order	05/08/17	6	1483–1486
44	Notice of Filing Petition for a Writ of Mandamus of Prohibition	05/17/17	6	1487
45	Notice of Entry of Stipulation to Stay Matter Pending Petition for Writ of Mandamus or Prohibition	05/24/17	6	1488–1492
46	Motion for Partial Summary Judgment Regarding Fraud	06/04/18	6 7	1493–1500 1501–1523
47	Motion for Partial Summary Judgment Regarding Statute of Limitations	06/04/18	7	1524–1541
48	Motion for Summary Judgment Regarding Breach of Contract	06/04/18	7	1542–1673
49	Opposition to Motion for Partial Summary Judgment Regarding Fraud	07/06/18	7 8	1674–1750 1751–1827
50	Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations	07/06/18	8	1828–1986
51	Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	07/06/18	8 9	1987–2000 2001–2149
52	Errata to Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations	07/10/18	9	2150–2155
53	The Adelson Campus' Opposition to the Estate's Countermotion for Advisory Jury	07/23/18	9	2156–2161

54	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Fraud	08/02/18	9	2162–2177
55	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Statute of Limitations	08/02/18	9	2178–2209
56	Reply in Support of Motion for Summary Judgment Regarding Breach of Contract	08/02/18	9	2210–2245
57	The Estate's Pretrial Memorandum	08/06/18	9 10	2246–2250 2251–2263
58	The Estate's Pretrial Memorandum	08/06/18	10	2264–2274
59	The Adelson Campus' Pre-Trial Memorandum	08/07/18	10	2275–2352
60	Supplement to the Estate's Opposition to Motion for Partial Summary Judgment Regarding Fraud	08/08/18	10	2353–2386
61	Supplement to Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	08/08/18	10	2387–2416
62	Recorder's Transcript of Hearing on Motions in Limine and Motions for Summary Judgment	08/09/18	10 11	2417–2500 2501–2538
63	The Estate's Motion for 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	08/14/18	11	2539–2623
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

65	Recorder's Transcript of Proceedings, Pretrial Conference, All Pending Motions	08/15/18	11 12	2647–2750 2751–2764
66	The Adelson Campus' Opposition to 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	08/16/18	12	2765–2792
67	Recorder's Transcript of Proceedings, Pretrial Conference – Day 2, All Pending Motions	08/16/18	12	2793–2868
68	Motion for Judgment as a Matter of Law Regarding Breach of Contract an Mistake Claims	08/31/18	12	2869–2902
69	Trial Transcripts (Rough Drafts)	09/03/18	12 13 14 15 16 17 18	2903–3000 3001–3250 3251–3500 3501–3750 3751–4000 4001–4250 4251–4304
70	Opposition to Motion for Judgment as a Matter of Law Regarding Breach of Contract and Mistake Claims	09/03/18	18	4305–4333
71	The Estate's Motion for Judgment as a Matter of Law Regarding Construction of Will	09/03/18	18	4334–4341
72	Recorder's Partial Transcript: Jury Instructions	09/04/18	18	4342–4367
73	Recorder's Partial Transcript of Jury Trial: Closing Arguments	09/04/18	18	4368–4467
74	Amended Jury List	09/05/18	18	4468
75	Jury Instructions	09/05/18	18 19	4469–4500 4501–4512

76	Verdict Form	09/05/18	19	4513–4516
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
79	Judgment on Jury Verdict	10/04/18	19	4526–4532
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
81	Notice of Entry of Order Denying the Adelson Campus' Motion to Strike Jury Demand on Order Shortening Time	10/05/18	19	4555–4558
82	Notice of Entry of Order Denying the Adelson Campus' Motion for Summary Judgment Regarding Breach of Contract	10/05/18	19	4559–4562
83	Notice of Entry of Order Denying the Estate's Motion for Reconsideration of 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	10/05/18	19	4563–4566
84	Notice of Entry of Judgment on Jury Verdict	10/05/18	19	4567–4575
85	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Verified Memorandum of Costs	10/11/18	19	4576–4579
86	Appendix of Exhibits to the Dr. Miriam and Sheldon G. Adelson Education Institute's Verified Memorandum of Costs (Volume 1 of 2)	10/11/18	19 20	4580–4750 4751–4842

87	Appendix of Exhibits to the Dr. Miriam and Sheldon G. Adelson Education Institute's Verified Memorandum of Costs (Volume 2 of 2)	10/11/18	20 21	4843–5000 5001–5123
88	Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated	10/16/18	21	5124–5167
89	The Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018	10/22/18	21 22	5168–5250 5251–5455
90	Adelson Campus' Post-Trial Brief on Outstanding Claims	11/16/18	22 23	5456–5500 5501–5555
91	Post-Trial Brief Regarding the Parties' Equitable Claims and for Entry of Judgment	11/16/18	23	5556–5693
92	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018	11/21/18	23 24	5694–5750 5751–5788
93	The Adelson Campus' Opposition to 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	11/21/18	24	5789–5803
94	The Estate's Reply to Adelson Campus's Opposition to Motion for Post-Trial Relief from Judgment on Jury Verdict Entered on October 4, 2018	12/21/18	24	5804–5816
95	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Post-Trial Brief Regarding the Parties' Equitable Claims and for Entry of Judgment	12/21/18	24	5817–5857

96	The Estate's Response to the Adelson Campus' Post-Trial Brief on Outstanding Claims	12/21/18	24	5858–5923
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
98	Reporter's Transcription of Proceedings	01/10/19	24	5942–5993
99	Judgment on A. Jonathan Schwartz's Petition for Declaratory Relief	02/20/19	24	5994–5995
100	Judgment on the Dr. Miriam and Sheldon G. Adelson Educational Institute's Petition to Compel Distribution, for Accounting and for Attorneys' Fees	02/20/19	24	5996–5997
101	Notice of Entry of Order Denying the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered on October 4, 2018	02/20/19	24 25	5998–6000 6001
102	Notice of Entry of Judgment on A. Jonathan Schwartz's, Executor of the Estate of Milton I. Schwartz, Claims for Promissory Estoppel and Revocation of Gift and Construction Trust	02/21/19	25	6002–6010
103	Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25	6111–6015
104	Appendix of Exhibits to Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25 26	6016–6250 6251–6478
105	The Adelson Campus' Motion to Re-Tax and Settle Costs	03/06/19	26	6479–6489
106	Notice of Appeal	03/08/19	26 27	6490–6500 6501–6510
107	Case Appeal Statement	03/08/19	27	6511–6515

108	Notice of Appeal	03/22/19	27	6516–6517
109	Case Appeal Statement	03/22/19	27	6518–6521
110	The Estate's Opposition to the Adelson Campus' Motion to Re-Tax and Settle Costs	03/25/19	27	6522–6546
111	The Adelson Campus' Reply in Support of Motion to Re-Tax and Settle Costs	04/04/19	27	6547–6553
112	Recorder's Transcript of Pending Motions	04/11/19	27	6554–6584
113	Notice of Entry of Order	07/25/19	27	6585–6595
114	Stipulation and Order Regarding Trial Transcripts	08/05/19	27	6596–6597
115	Notice of Appeal	08/16/19	27	6598–6599
116	Case Appeal Statement	08/16/19	27	6600–6603
117	Notice of Posting Supersedeas Bond on Appeal	08/19/19	27	6604–6606
118	Trial Exhibit 3		27	6607–6609
119	Trial Exhibit 4		27	6610–6611
120	Trial Exhibit 5		27	6612–6620
121	Trial Exhibit 6		27	6621
122	Trial Exhibit 9		27	6622–6625
123	Trial Exhibit 14		27	6626–6628
124	Trial Exhibit 17		27	6629–6638
125	Trial Exhibit 22		27	6639–6645
126	Trial Exhibit 28		27	6646–6647
127	Trial Exhibit 38		27	6648–6649
128	Trial Exhibit 41		27	6650–6675
129	Trial Exhibit 43		27	6676–6679
130	Trial Exhibit 44		27	6680–6682
131	Trial Exhibit 51		27	6683–6684
132	Trial Exhibit 52		27	6685–6686
133	Trial Exhibit 55		27	6687–6713
134	Trial Exhibit 61		27 28	6714–6750 6751–6799
135	Trial Exhibit 62		28	6800–6867
136	Trial Exhibit 111		28	6868–6869

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
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
151	Trial Exhibit 384		29	7003–7007
152	Trial Exhibit 1116A		29	7008

ALPHABETICAL TABLE OF CONTENTS TO APPENDIX

Tab	Document	Date	Vol.	Pages
26	Adelson Campus' Motion for Partial Summary Judgment	04/22/14	3 4	697–750 751–772
90	Adelson Campus' Post-Trial Brief on Outstanding Claims	11/16/18	22 23	5456–5500 5501–5555
30	Adelson Campus' Reply in Support of Motion for Partial Summary Judgment	06/24/14	5 6	1182–1250 1251–1273
12	Adelson Campus' Reply in Support of Petition to Compel Distribution, for Accounting and for Attorneys' Fees & Preliminary Objection to Accounting	06/17/13	2	330–356
74	Amended Jury List	09/05/18	18	4468
86	Appendix of Exhibits to the Dr. Miriam and Sheldon G. Adelson Education Institute's Verified Memorandum of Costs (Volume 1 of 2)	10/11/18	19 20	4580–4750 4751–4842
87	Appendix of Exhibits to the Dr. Miriam and Sheldon G. Adelson Education Institute's Verified Memorandum of Costs (Volume 2 of 2)	10/11/18	20 21	4843–5000 5001–5123
104	Appendix of Exhibits to Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25 26	6016–6250 6251–6478
107	Case Appeal Statement	03/08/19	27	6511–6515
109	Case Appeal Statement	03/22/19	27	6518–6521
116	Case Appeal Statement	08/16/19	27	6600–6603
18	Demand for Jury Trial	11/27/13	2	480–481
29	Errata to Opposition to Motion for Partial Summary Judgment	06/03/14	5	1166–1181
52	Errata to Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations	07/10/18	9	2150–2155

38	Errata to Petition for Partial Distribution	06/02/16	6	1395–1410
6	Ex Parte Order for Extension of Inventory	05/23/08	1	72–73
99	Judgment on A. Jonathan Schwartz's Petition for Declaratory Relief	02/20/19	24	5994–5995
79	Judgment on Jury Verdict	10/04/18	19	4526–4532
100	Judgment on the Dr. Miriam and Sheldon G. Adelson Educational Institute's Petition to Compel Distribution, for Accounting and for Attorneys' Fees	02/20/19	24	5996–5997
75	Jury Instructions	09/05/18	18 19	4469–4500 4501–4512
68	Motion for Judgment as a Matter of Law Regarding Breach of Contract an Mistake Claims	08/31/18	12	2869–2902
46	Motion for Partial Summary Judgment Regarding Fraud	06/04/18	6 7	1493–1500 1501–1523
47	Motion for Partial Summary Judgment Regarding Statute of Limitations	06/04/18	7	1524–1541
19	Motion for Reconsideration	12/02/13	2 3	482–500 501–582
48	Motion for Summary Judgment Regarding Breach of Contract	06/04/18	7	1542–1673
11	Motion to Dismiss Executor's Petition for Declaratory Relief	06/12/13	2	299–329
88	Motion to Retax Costs Pursuant to NRS 18.110(4) and to Defer Award of Costs Until All Claims are Fully Adjudicated	10/16/18	21	5124–5167
106	Notice of Appeal	03/08/19	26 27	6490–6500 6501–6510
108	Notice of Appeal	03/22/19	27	6516–6517
115	Notice of Appeal	08/16/19	27	6598–6599

102	Notice of Entry of Judgment on A. Jonathan Schwartz's, Executor of the Estate of Milton I. Schwartz, Claims for Promissory Estoppel and Revocation of Gift and Construction Trust	02/21/19	25	6002–6010
84	Notice of Entry of Judgment on Jury Verdict	10/05/18	19	4567–4575
4	Notice of Entry of Order	01/04/08	1	61–66
5	Notice of Entry of Order	01/29/08	1	67–71
113	Notice of Entry of Order	07/25/19	27	6585–6595
17	Notice of Entry of Order Denying Adelson Campus' Motion to Dismiss Executor's Petition for Declaratory Relief Without Prejudice & Allowing Limited Discovery	11/13/13	2	476–479
23	Notice of Entry of Order Denying Motion for Reconsideration and Re-Setting Discovery Deadline	02/27/14	3	681–684
82	Notice of Entry of Order Denying the Adelson Campus' Motion for Summary Judgment Regarding Breach of Contract	10/05/18	19	4559–4562
81	Notice of Entry of Order Denying the Adelson Campus' Motion to Strike Jury Demand on Order Shortening Time	10/05/18	19	4555–4558
33	Notice of Entry of Order Denying the Dr. Miriam and Sheldon C. Adelson Educational Institute's Motion for Partial Summary Judgment	09/05/14	6	1323–1326
101	Notice of Entry of Order Denying the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered on October 4, 2018	02/20/19	24 25	5998–6000 6001
83	Notice of Entry of Order Denying the Estate's Motion for Reconsideration of the Court's Order Granting Summary	10/05/18	19	4563–4566

	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

70	Opposition to Motion for Judgment as a Matter of Law Regarding Breach of Contract and Mistake Claims	09/03/18	18	4305–4333
27	Opposition to Motion for Partial Summary Judgment	05/27/17	4 5	773–1000 1001–1158
49	Opposition to Motion for Partial Summary Judgment Regarding Fraud	07/06/18	7 8	1674–1750 1751–1827
50	Opposition to Motion for Partial Summary Judgment Regarding Statute of Limitations	07/06/18	8	1828–1986
51	Opposition to Motion for Summary Judgment Regarding Breach of Contract and Countermotion for Advisory Jury	07/06/18	8 9	1987–2000 2001–2149
14	Opposition to Motion to Dismiss	07/01/13	2	386–398
34	Opposition to the Adelson Campus' Motion for Reconsideration of Denial of Motion for Partial Summary Judgment	10/06/14	6	1327–1333
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	12/09/13	3	583–638
2	Order Granting Petition for Probate of Will and Codicils and Issuance of Letters Testamentary	12/10/07	1	27–28
10	Petition for Declaratory Relief	05/28/13	1 2	231–250 251–298
37	Petition for Partial Distribution	05/19/16	6	1390–1394
1	Petition for Probate of Will	10/15/07	1	1–26
7	Petition to Compel Distribution, for Accounting and for Attorneys' Fees	05/03/13	1	74–159
3	Petitioner's Response to Objection to Petition to Probate Will and for Issuance of Letter Testamentary and	01/03/08	1	29–60

	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 Motions in Limine and Motions for Summary Judgment	08/09/18	10 11	2417–2500 2501–2538
16	Recorder's Transcript of Motions Hearing	10/08/13	2	433–475
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, Pretrial Conference, All Pending Motions	08/15/18	11 12	2647–2750 2751–2764

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 Advisory Jury	07/23/18	9	2156–2161
66	The Adelson Campus' Opposition to 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	08/16/18	12	2765–2792
93	The Adelson Campus' Opposition to 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	11/21/18	24	5789–5803
59	The Adelson Campus' Pre-Trial Memorandum	08/07/18	10	2275–2352
54	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Fraud	08/02/18	9	2162–2177
55	The Adelson Campus' Reply in Support of Motion for Partial Summary Judgment Regarding Statute of Limitations	08/02/18	9	2178–2209
111	The Adelson Campus' Reply in Support of Motion to Re-Tax and Settle Costs	04/04/19	27	6547–6553
92	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Motion for Post-Trial Relief from Judgment on Jury Verdict Entered October 4, 2018	11/21/18	23 24	5694–5750 5751–5788
95	The Dr. Miriam and Sheldon G. Adelson Educational Institute's Opposition to the Estate's Post-Trial	12/21/18	24	5817–5857

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

22	Transcription of Discovery Commissioner Hearing Held on January 29, 2014	01/29/14	3	670–680
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 28	6714–6750 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 13 14 15 16 17 18	2903–3000 3001–3250 3251–3500 3501–3750 3751–4000 4001–4250 4251–4304
76	Verdict Form	09/05/18	19	4513–4516
103	Verified Memorandum of Costs of A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz	02/27/19	25	6111–6015

FILING FEE: $10.00 DF 058276
GANG & BERKLEY/FREDERIC I. BERKLEY
415 SO. SIXTH ST., STE. 101
LAS VEGAS, NV 89101

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

AUG 23 1990

ALAN H. DEL PAPA SECRETARY OF STATE
By [illegible]
No. 1073-80

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

///

///

///

006751
006751
006751

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

MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

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

WITNESS MY HAND AND OFFICIAL SEAL.

KATHRYN D. HARDESTY
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 16, 1992

NOTARY PUBLIC

AUG 22 1990

006752

006752

006752

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

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

WITNESS MY HAND AND OFFICIAL SEAL.

Linda Daugherty
NOTARY PUBLIC

LINDA DAUGHERTY
Notary Public - Nevada
Clark County
My appt. exp. Apr. 2, 1994

006753
006753
006753

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

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job:C20130412-0697
April 12, 2013

Special Handling Instructions:

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

Charges

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

Payments

Type	Description	Amount
Billed	750046	$215.00
Total		$215.00

Credit Balance: $0.00

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

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

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

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

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

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

006755
006755
006755

Respectfully,

ROSS MILLER
Secretary of State

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

006756

006756

006756

Exhibit 5

006757

006757

Exhibit 5

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

OCT 19 1994

1073-80

CHERYL A. LAU SECRETARY OF STATE

Filing Fee $25.00 C32919

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(after organizational meeting)

The Milton I. Schwartz Hebrew Academy
Name of Corporation

NO

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

Robert Rakita of The Milton I. Schwatz Hebrew academy
Secretary or Assistant Secretary — Name of Corporation

do hereby certify:

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

Article I is hereby amended to read as follows:

This corporation shall be known as:

THE HEBREW ACADEMY

RECEIVED
SEP 29 1994
Secretary of State

President or Vice President (or Chairman)

Secretary or Assistant Secretary

State of NEVADA
County of Clark } ss.

On September 13th 1994, personally appeared before me, a Notary Public, Ira D. Sternberg and Robert Rakita, who acknowledged
Names of Persons Appearing and Signing Document

that they executed the above instrument.

Terry Bothmann
Signature of Notary

TERRY BOTHMANN
Notary Public - Nevada
(NOTARY STAMP OR SEAL)
Clark County
My appt. exp. Mar. 25, 1996

006758

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

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job:C20130412-0697
April 12, 2013

Special Handling Instructions:

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

Charges

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

Payments

Type	Description	Amount
Billed	750046	$215.00
Total		$215.00

Credit Balance: $0.00

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

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

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

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

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

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

006760
006760
006760

Respectfully,

ROSS MILLER
Secretary of State

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

006761

006761

006761

Exhibit 6

006762

006762

Exhibit 6

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

MAR 21 1997

No. IC 73-90

Dean Heller
DEAN HELLER, SECRETARY OF STATE

- NRS 82.356 -

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(after first meeting of directors)

THE HEBREW ACADEMY
Name of Corporation

Filed in the office of	Document Number
Dean Heller Dean Heller Secretary of State State of Nevada	C1073-1980-010
	Filing Date and Time 03/21/1997 12:00 AM
	Entity Number C1073-1980

We the undersigned Jacalyn Glass-Wolfson
President or Vice President

Geri Rentchler of The Hebrew Acad
Secretary or Assistant Secretary Name

do hereby certify:

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

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

Article number(s) I is amended to read as follows:
This corporation shall be known as The Milton I. Schwartz Hebrew Academy

Jacalyn Glass-Wolfson
President or Vice President (or Chairman)

Geri Rentchler
Secretary or Assistant Secretary

State of NEVADA
County of CLARK } ss.

On 11th Day of December 1996, personally appeared before me, a Notary Public, Jacalyn Glass-Wolfson and Geri Rentchler, who acknowledged
Names of Persons Appearing and Signing Document

that they executed the above instrument.

Cathleen R. Bridenstine
Signature of Notary

(NOTARY STAMP OR SEAL)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CATHLEEN R. BRIDENSTINE
No. 94-3137-3
My Appointment Expires June 14, 2000

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

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job:C20130412-0697
April 12, 2013

Special Handling Instructions:

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

Charges

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

Payments

Type	Description	Amount
Billed	750046	$215.00
Total		$215.00

Credit Balance: $0.00

Job Contents:

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

LIONEL, SAWYER & COLLINS

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

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

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

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

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

006765
006765
006765

Respectfully,

ROSS MILLER
Secretary of State

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

006766

006766

Exhibit 7

006767

006767

Exhibit 7

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

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

Nonprofit Amendment (After First Meeting)

(PURSUANT TO NRS 81 AND 82)

USE BLACK INK ONLY - DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nonprofit Corporations

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

1. Name of corporation:

The Milton I. Schwartz Hebrew Academy

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

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

See attachment for additional amendments.

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

4. Officer Signature (Required):

X [signature] — Signature

[Chairman] — Title

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

FILING FEE: $50.00

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

This form must be accompanied by appropriate fees.

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."

006769

006900

F:\users\varella\clients\adelson\familycharitablefoundation\schwartz-amendedarticles

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

OFFICE OF THE
SECRETARY OF STATE

LIONEL, SAWYER & COLLINS

Job:C20130412-0697
April 12, 2013

Special Handling Instructions:

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

Charges

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

Payments

Type	Description	Amount
Billed	750046	$215.00
Total		$215.00

Credit Balance: $0.00

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

LIONEL, SAWYER & COLLINS

006770

006770

006770

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

April 12, 2013

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

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

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

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

006771
006771
006771

Respectfully,

ROSS MILLER
Secretary of State

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

006772

006772

006772

Exhibit 8

006773

006773

Exhibit 8

FIRST CODICIL

FILED

TO

Oct 11 4 23 PM '07

LAST WILL & TESTAMENT

OF

CLERK OF THE COURT

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

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

DECLARATIONS AND RECITALS

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

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

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

I.

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

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

II.

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

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

006775
006775
006775

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

III.

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

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

006776

006776

006776

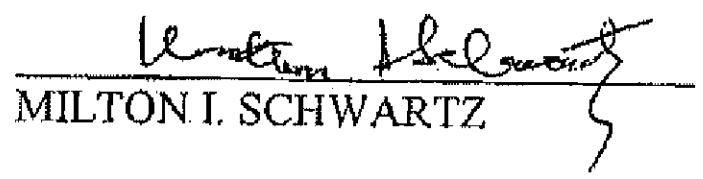
Reconciliation Agreement, the October 1994 Amendment, the 1997 Amendment and the October 2004 Amendment in lieu of any other bequests or legacies to Abigail, only to the extent agreed to in writing by Abigail and myself. Abigail shall have no further interest in my estate, Will or trusts other than what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

006777
006777
006777

William R SHRANKO, residing at 2012 FORT HALIFAX HENDERSON NV 89052
Witness Name Witness Address

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

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

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

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

Witness Signature

Witness Signature

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

NOTARY PUBLIC in and for said County and State.

MARANDA JO FISHER
Notary Public State of Nevada
No. 02-76547-1
My appt. exp. June 25, 2006

006778

Exhibit 9

006779

006779

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

MPS

006780

006780

006780

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

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

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

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

I.

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

006781

006781

006781

shall share in no part of my estate whatsoever.

II.

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

///

///

INTENTIONALLY LEFT BLANK

///

WAG

006782

006782

006782

administration of my estate.

I subscribe my name to this SECOND CODICIL this 21 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, residing at 1410 W. Scales Way
Witness Address

Witness Name, residing at 4174 Don Lorenzo
Witness Address

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

Then and there personally appeared the within named Lynn Henderson and Sheila Robertson who, being duly sworn, depose and say:

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

006783

006783

006783

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

Witness Signature

Witness Signature

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

DEBRA R. DIDWAY
Notary Public State of Nevada
No. 03-83176-1
My appt. exp. July 23, 2007

NOTARY PUBLIC in and for said County and State

006784

006784

006784

Exhibit 10

006785

006785

Exhibit 10

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,810,000.00	12-06-2007	12-06-2010	1033338216	6902	22962	068	

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

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

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

PAID 11-2-10

Principal Amount: $1,810,000.00 **Date of Note: December 6, 2007**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER:

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

By: _____
VICTOR CHALTIEL, Chairman/President of THE MILTON I. SCHWARTZ HEBREW ACADEMY, A NEVADA NON-PROFIT CORPORATION

LASER PRO Lending, Ver. 5.20.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - NV ltc\FNEWICH\LPL\D20.FC TR-20130 PR-REORDER

006787

006787

006787

Exhibit 11

006788

006788

Exhibit 11

006788

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

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

1a. DECEASED-NAME FIRST: Milton
1b. MIDDLE: I
1c. LAST: SCHWARTZ
2. DATE OF DEATH (Mo/Day/Year): August 09, 2007
3a. COUNTY OF DEATH: Clark
3b. CITY, TOWN, OR LOCATION OF DEATH: Las Vegas
3c. HOSPITAL OR OTHER INSTITUTION -Name(If not either, give street and number): Valley Hospital Medical Center
3e. If Hosp. or Inst. indicate DOA,OP/Emer. Rm. Inpatient(Specify): Inpatient
4. SEX: Male
5. RACE-(e.g., White, Black, American Indian) (Specify): White
6. Was Decedent of Hispanic Origin? No. If yes, specify Mexican, Cuban, Puerto Rican, etc.: Non-hispanic
7a. AGE-Last birthday (Years): 85
7b. UNDER 1 YEAR: MOS | DAYS
7c. UNDER 1 DAY: HOURS | MINS
8. DATE OF BIRTH (Mo/Day/Yr): December 07, 1921
9a. STATE OF BIRTH (If not U.S.A., name country): New York
9b. CITIZEN OF WHAT COUNTRY: United States
10. EDUCATION: 12
11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Divorced
12. SURVIVING SPOUSE (If wife, give maiden name):
13. SOCIAL SECURITY NUMBER: 052-12-9515
14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired): Entrepreneur
14b. KIND OF BUSINESS OR INDUSTRY: Various

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

15a. RESIDENCE - STATE: Nevada
15b. COUNTY: Clark
15c. CITY, TOWN OR LOCATION: Las Vegas
15d. STREET AND NUMBER: 2293 Duneville Street
15e. INSIDE CITY LIMITS (Specify Yes or No): No

PARENTS

16. FATHER - NAME (First Middle Last Suffix): Samuel SCHWARTZ
17. MOTHER - NAME (First Middle Last Suffix): Gussie KOPPELMAN
18a. INFORMANT- NAME (Type or Print): Jonathan SCHWARTZ
18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip): 440 Pinnacle Heights Las Vegas, Nevada 89146

DISPOSITION

19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify): Removal from State
19b. CEMETERY OR CREMATORY - NAME: New Montefiore Cemetery
19c. LOCATION City or Town State: Farmingdale New York
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such): BART BURTON SIGNATURE AUTHENTICATED
20b. FUNERAL DIRECTOR LICENSE: 50
20c. NAME AND ADDRESS OF FACILITY: King David Memorial Chapel 2697 E Eldorado Ln Las Vegas NV 89120

TRADE CALL

TRADE CALL - NAME AND ADDRESS: Riverside Naussau North Chapel 55 N. Station Plaza Great Neck NY 11020

CERTIFIER

To Be Completed by CERTIFYING PHYSICIAN
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)
21b. DATE SIGNED (Mo/Day/Yr): 8/10/07
21c. HOUR OF DEATH: 17:17
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

To Be Completed by CORONER'S OFFICE
22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)
22b. DATE SIGNED (Mo/Day/Yr)
22c. HOUR OF DEATH
22d. PRONOUNCED DEAD (Mo/Day/Yr)
22e. PRONOUNCED DEAD AT (Hour)

23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print): Oscar Batugal MD 2501 W Charleston Las Vegas Nevada 89102
23b. LICENSE NUMBER: 8269

REGISTRAR

24a. REGISTRAR (Signature): Susan Kennis, Deputy
24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr): AUG 10 2007
24c. DEATH DUE TO COMMUNICABLE DISEASE: YES ☐ NO ☑

CAUSE OF DEATH

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

25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

PART I
(a) Respiratory failure — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:
(b) Respiratory pneumonia — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:
(c) — Interval between onset and death

PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part 1.: Bowel obstruction

26. AUTOPSY (Specify Yes or No): No
27. WAS CASE REFERRED TO CORONER (Specify Yes or No): No

28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)
28b. DATE OF INJURY (Mo/Day/Yr)
28c. HOUR OF INJURY
28d. DESCRIBE HOW INJURY OCCURRED
28e. INJURY AT WORK (Specify Yes or No)
28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)
28g. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE

Print Date: 08/10/2007 10:12:42

STATE REGISTRAR

526964

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

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

Lawrence K. Sands, D.O., M.P.H.
Registrar of Vital Statistics
By:
Date Issued: AUG 14 2007

VRS-Rev.

006789

Exhibit 12

006790

006790

Exhibit 12

ORIGINAL

6

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
JAN 30 4 38 PM '08
CR
CLERK COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Dated: JAN 30 2007.

~~SHIRLEY B. PARRAGUIRRE~~, Clerk

By: _____, Deputy Clerk
JULIE RICHMOND

RECEIVED
JAN 30 2008
CLERK OF THE COURT

OATH

STATE OF Nevada }
}:ss
COUNTY OF Clark }

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

A. Jonathan Schwartz

A. JONATHAN SCHWARTZ

SUBSCRIBED AND SWORN TO before me this 25th day of January, 2008.

Susan Jean Pacheco
NOTARY PUBLIC

SUSAN JEAN PACHECO
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 11-26-2011
Certificate No: 91-0015-1

006792
006792
006792

Exhibit 13

006793

006793

Exhibit 13

006793

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

Paul:

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

Jonathan Schwartz

----- Forwarded Message -----
From: Jonathan Schwartz <jonathan@miltson.com>
To: vchaitiel@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

006794

006794

006794

Exhibit 14

006795

006795

Exhibit 14

DRAFT

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

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

A. At section 2.3 of the Last Will and Testament of Milton I. Schwartz dated February 5, 2004 (the "Will"), the Will provides, in pertinent part, a bequest to the MISHA in the amount of $500,000 in the form of securities (stocks, bonds or cash) with the largest profit so that the Estate can take advantage of the low cost basis and increased price as directed in the sole discretion of the Executor (Jonathan Schwartz) (the "Bequest"). The purpose of the Bequest is to fund scholarships for Jewish children only ("Purpose").

B. Pursuant to the Clark County Assessors Office, the MISHA is situated on the land known as (parcel number 138-19-516-001) (the "Land").

C. The term the "School" or the "Schools" herein shall refer collectively to the Milton I. Schwartz Hebrew Academy, the Adelson School, and or the Adelson Educational Campus.

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

(1) Contingent upon all signatories execution of the Agreement by March 8, 2010 and delivery of the Agreement by that date to Schwartz, the Bequest shall be made to MISHA no later than March 12, 2010.

(2) The school located on the Land (grades Pre-K through Fourth) and at any new location shall be known in perpetuity as the *Milton I. Schwartz Hebrew Academy*. Any and all by-laws, agreements, articles of incorporation, operating agreements or other documents associated with the Schools located on the Land or at any new location shall heretofore, and in perpetuity, identify grades Pre-K through Fourth as the *Milton I. Schwartz Hebrew Academy*.

(3) The MISHA shall prominently depict signage on the face of the building housing the Pre-K through Fourth grades (facing Hillpointe Ave.) (situated on the Land) and at any new location, and at all entrances therefore, exclusively identifying it (and regularly maintaining it) as the *Milton I. Schwartz Hebrew Academy* so that it is clearly evident to the public that it is known as the *Milton I. Schwartz Hebrew Academy*. The sign facing Hillpointe Ave., located on the MISHA as of March 3, 2010 is acceptable to Schwartz.

DRAFT

006796

006796

DRAFT

(4) All letter-head, stationary, correspondence, promotional material, websites, business cards, fundraisers, advertisements, etc. (hereinafter, "Media") associated with the Schools shall clearly and prominently identify the *Milton I. Schwartz Hebrew Academy* as grades Pre-K through Fourth in perpetuity. All Media shall depict a logo bearing the name, the Milton I. Schwartz Hebrew Academy (in bold, all capped letters), no smaller than any other logo located on the face of said Media, to be reasonably approved of by the Trust and the Schools ("Logo"). The foregoing shall be completed no later than the start of the 2010-2011 school year. For purposes of clarification, the 2008 Logo of the Milton I. Schwartz Hebrew Academy which appeared on that certain tax receipt dated May 28, 2008 (attached hereto) is acceptable with the exception that the wording "MILTON I. SCHWARTZ" shall be in all capital letters, bolded.

(5) The interior main entrance of the MISHA shall prominently house a painting and/or photograph of Milton I. Schwartz ("MIS") in perpetuity, to be approved of by Schwartz, which shall include a plaque listing Milton I. Schwartz and identifying Milton I. Schwartz as the founder of the Milton I. Schwartz Hebrew Academy.

(6) The website of the Schools shall prominently (in perpetuity) list the MISHA as grades Pre-K through Fourth and shall include a description as follows:

The Milton I. Schwartz Hebrew Academy, home to the lower school, grades pre-K through Fourth. The Milton I. Schwartz Hebrew Academy was established in 1988 through the generosity of Las Vegas businessman Milton I. Schwartz and others who answered a need in the Southern Nevada community for a strong secular and Judaic educational institution for elementary school-aged children.

(7) When the Bequest is funded, it shall act to satisfy in full any obligation, liability or duty of Milton I. Schwartz, the Estate or the Trust toward or associated with the MISHA or the Ackerson School. Upon MISHA's receipt of the Bequest, a full and final release of Milton I. Schwartz, the Estate, the Trust, A. Jonathan Schwartz and the heirs, assigns and beneficiaries of Milton I. Schwartz, the Estate or Trust shall be effectuated.

(8) The MISHA shall supply the Estate of Milton I. Schwartz and the Milton I. Schwartz Revocable Family Trust (at the direction of the Trust) with a receipt for tax purposes from the MISHA listing its IRS 501 (c)(3) non-profit tax id number for the Bequest.

(9) As specified in the Will, the Bequest shall be used solely for the purpose of funding scholarships for Jewish children only at the MISHA.

(10) Once per year, the MISHA agrees to reasonably cooperate with members of the Milton I. Schwartz family, at a time when it would not interfere with school activities, for the Schwartz Family's access to the School for viewing and verification of compliance with

DRAFT

DRAFT

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

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

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

DRAFT

006798

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

Milton I. Schwartz Hebrew Academy,
Victor Chaltiel, President

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

The Adelson School, Victor Chaltiel,
President

DRAFT

006798

006798

The Adelson Educational Campus, Victor Chaltiel, President

DRAFT

DRAFT

006799

006799

006799

135

135

Electronically Filed
05/28/2013 03:41:37 PM

CLERK OF THE COURT

PET
MARK A. SOLOMON, ESQ.
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

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of MILTON I. SCHWARTZ, Deceased.	Case No. P061300 Department No. 26/Probate **Date of Hearing: 05/31/2013** Time of Hearing: 9:30 a.m.

PETITION FOR DECLARATORY RELIEF

A. Jonathan Schwartz, Executor of the Estate of Milton I. Schwartz, by and through his attorneys, Mark A. Solomon, Alan D. Freer, and Steven E. Hollingworth of the law firm of Solomon Dwiggins & Freer, Ltd., does hereby respectfully petition this Court pursuant to NRS 30.030, 30.040, 30.060, and 30.100 for declaratory and supplemental relief. Pursuant to NRS 30.110, Mr. Schwartz hereby demands the issues set forth herein to be tried and determined by a jury. Petitioners allege as follows:

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

008900

006800

006800

I. GENERAL ALLEGATIONS

A. FACTUAL BACKGROUND

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.

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."[1] The Board of Directors of the Hebrew Academy memorialized this agreement in its minutes from its August 14, 1989 special meeting[2] and in Bylaws for the Academy, adopted on December 18, 1990.[3] 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.")

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

006801
006801
006801

Academy to the "Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation."[4]

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."[5] 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.[6] 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

006802
006802
006802

> 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.[9]

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."[10]

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.

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

006803
006803
006803

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

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

006804
006804
006804

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.[15] 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.

---

[14] 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.

[16] *Id.*

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

006805
006805
006805

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.[17] 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").

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

908900
006806
006806

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.

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

006807
006807
006807

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.

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

006808
006808
006808

made in 1989.[24]

Milton understood and believed that the Academy had agreed to bear his name in perpetuity.[25] 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:

1. That this matter be set over and scheduled for a jury trial;

2. That this Court declare that the bequest to the Milton I. Schwartz Hebrew Academy is void;

3. 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.

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

608900
006809
006809

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;

5. That this Court declare that the Academy fraudulently induced Decedent to leave a bequest to the Milton I. Schwartz Hebrew Academy;

6. 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;

8. 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

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

006810
006810
006810

equitable and just; and

13. 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

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

006812
006812
006812

006813

006813

EXHIBIT "1"

006813

SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

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

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

1. 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 confidently testify thereto.

2. 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 MARKS
302 East Carson, Suite 702
Las Vegas, Nevada 89101 (702) 386-0536

006814

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.

6. That as a result of the actions of the Defendant, the MILTON I. SCHWARTZ HEBREW ACADEMY has suffered and will continue to suffer irreparable harm. That as a result of the actions of the 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 Board 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

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

006815

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.

8. 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.

9. 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. SCHWARTZ HEBREW ACADEMY as soon as Tamar Lubin leaves.

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

006816

10. That the minutes of the May 21st meeting, that are 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.

11. That at the May 21, 1992 meeting of the Board of 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.

12. That on or about June 10, 1992, Affiant was notified by 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

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

006817

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 Dr. 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: Milton I. Schwartz, Mike Novick, Abigail Richlin, Frederick Berkley, Dr. Edward Goldman, Phyllis Darling, Sam Ventura, Dr. Alvin Blumberg, Roger Soime, Wendy Roselinsky, Ira

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

006818

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.

18. That Affiant was informed by Dr. Edward Goldman, the 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 me this 22 day of February, 1993

NOTARY PUBLIC

DIANNE SANDERS

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

006819

006820

006820

EXHIBIT "2"

006820

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

Present:

Elliott Klain
Gerri Rentchler — 388-6IFT /10AM
Neville Pokroy
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.

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.

Susan McGarraugh
Susan McGarraugh
Acting Secretary

006821

006821

A. Jonathan Schwartz, Esq.
MILTSON CONSULTING, INC.
2293Duneville Street
Las Vegas, NV 89146
(702)383-6767 - Phone
(702)387-8770- Fax

TO: _____

FROM: _____

DATE: _____

RE: _____

FAX NUMBER: _____

PAGES (INCLUDING COVER): 4

Fred should have "Staff" on this issue

I found two more copies of the unsigned letter.

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 exempt 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.

006822

006822

006822

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:

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,

006823

006823

006823

006824

006824

EXHIBIT "3"

006824

STATE OF NEVADA

AUG 2 2 1990

No.

FILED

AUG 29 2 49 PM '90

CLERK

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

///

///

///

006825

006825

006825

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

MILTON I. SCHWARTZ, President

LENARD E. SCHWARTZER, Secretary

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

006826

006826

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

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

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

LINDA DAUGHERTY
Notary Public - Nevada
Clark County
My appt. exp. Apr. 2, 1994

TOTAL P.05

006827

006827

006828

006828

EXHIBIT "4"

006828

TO: Dr. Sol Gelardin FAX #: 799-5505
FROM: Milton Schwartz FAX #: PHONE #: 383-6769
DATE: 2/4/91 PAGES INCLUDING THIS PAGE: 9

Exhibit A

BYLAWS OF

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.

2. Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

ARTICLE II

TRUSTEES

1. 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 eleceted 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.

006829

006829

BYLAWS OF

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.

2. Office: The principal office of the corporation shall be at 9700 W. Hillpointe Road, Las Vegas, Nevada.

ARTICLE II

TRUSTEES

1. 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 eleceted 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.

006830

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

006831

006831

006831

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

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

1. 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.

006832

006832

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. Corporate Officers: The elected officers of the corporation shall be the same as the officers of the Board of Trustees.

6. Vacancies: 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

006833

006833

006833

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

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. Compensation and Expenses: 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. Standing Committees: 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

006834

006834

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. Chairman of the Board: The Chairman shall preside at all meetings of the Board of Trustees. One person may hold the position of Chairman and President.

2. President: 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. Vice President: 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. Secretary: 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

006835

006835

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 held 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

006836

006836

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

1. The Board of Trustees shall have the power to make, alter, 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

1. 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.

006837

006837

IN WITNESS WHEREOF, we have hereunto set our hands this 19 day of December, 1990.

006838

006838

006839

006839

EXHIBIT "5"

006839

Given to BL-
3-24-05

Exhibit F

BY LAWS

OF

THE MILTON I. SCHWARTZ

HEBREW 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 Nevada.

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 continuously 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.

ARTICLE III

BOARD OF TRUSTEES

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

Section 3.02. Number, Election And Tenure. The Board of Trustees shall consist of not less than 12 nor more than 20 members (each member may hereinafter be referred to as a "Trustee" and, collectively, as the "Trustees"). Each of the Trustees of the Corporation shall be elected and appointed to the office at a duly constituted meeting of the Board of Trustees, and shall serve for a

006840

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. Ex officio 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. Ex officio members of the Board of Trustees shall be entitled to all of the rights and privileges of Trustees but shall not have any voting 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. Regular Meeting. 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 Meetings. Special meetings 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 Nevada, 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 Board 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 sealed 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 attendance 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 convened. 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.

Section 3.08. Quorum. A simple majority of the Board of Trustees shall constitute a quorum 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.

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 filed with the Secretary of the Corporation and maintained in the corporate records.

Section 3.10 Manner Of Acting.

(a) Formal Action by Trustees. 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) Informal Action by Trustees. 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) Telephonic Meetings. 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. Resignations. Any Trustee may resign from the Board of Trustees at any 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. Removal. 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;

(b) The Trustee commits any act or omission that brings disrepute or embarrassment upon the Corporation;

(c) The Trustee repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or

(d) 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. Vacancies. 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.

ARTICLE IV

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 must be submitted to each 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 4.03. Other Committees. Either the Board of Trustees or the President, subject to the approval of the Board of Trustees, may create such other committees from time to time as it deems necessary.

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

ARTICLE V

OFFICERS

Section 5.01. Officers. 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. President. 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 coordinate the work of the Officers and committees of the Corporation in order that the purposes of the Corporation may be promoted.

Section 5.03. First Vice-President. The First Vice-President shall act 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 5.04. Second Vice-President. 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 5.06. Treasurer. The Treasurer shall have custody of all of the funds of the Corporation; shall keep a full and accurate account of receipts and expenditures, and shall make disbursements in accordance with the approved budget, as authorized by the Board of Trustees or or 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 books of accounts and records as conform to the requirements of the Bylaws.

Section 5.07. Duties. All Officers shall perform the duties prescribed in these Bylaws and such other duties as may be assigned to them from time to time. All Officers shall deliver to their successors all official material not later than ten (10) days following the election of their successors.

Section 5.08. Election. The Officers of the Corporation shall be elected annually as the first order of business at the annual meeting of the Board of Trustees. Officers shall serve for a term of one (1) year and until the election and qualification of their successors. To be eligible for election as an Officer of the Corporation, a person must be serving as a Trustee of the Corporation.

Section 5.09. Vacancy. The Board of Trustees may fill any vacancy created by death, resignation or removal of any Officer, for the unexpired term of such Officer, at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose.

Section 5.10. Removal. The Board of Trustees may remove any Officer at any regular meeting of the Board of Trustees of the Corporation or at any special meeting specifically called and noticed for that purpose. An Officer may be removed for any reason whatsoever, including, without limitation, the following:

(a) The Officer commits any act or omission that brings disrepute or embarrassment upon the Corporation;

(b) The Officer repeatedly and persistently fails to abide by the policies established by the Board of Trustees of the Corporation; or

(d) 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 consent of the Board of Trustees.

ARTICLE VI

INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS; INSURANCE

Section 6.01. The Corporation shall indemnify, 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 completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that he or she 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, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in

or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his conduct was unlawful.

Section 6.02. The Corporation shall indemnify, 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 completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he 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, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in of not 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 person has been adjudged to be liable for negligence 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 brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 6.03. To the extent that a Trustee, Officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.01 and 6.02, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with such defense.

Section 6.04. 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 indemnification of the Trustee, Officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.01 and 6.02. Such determination shall be made:

(a) By the Board of Trustees by majority vote of a quorum consisting of Trustees who were not parties to such act, suit or proceeding;

(b) If such a quorum of disinterested Trustees so orders, by independent legal counsel in a written opinion; or

(c) If such a quorum of disinterested Trustees cannot be obtained, by independent legal counsel in a written opinion.

Section 6.05. 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 6.07. 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, partnership, 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 arising 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

Section 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. Borrowing. 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 Trustees. Such authority may be general or confined to specific instances.

Section 7.03. Deposits. 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.

Section 7.04. Gifts. 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

MISCELLANEOUS

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 books 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 Trustee 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. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year unless otherwise determined by resolution of the Board of Trustees.

Section 8.04. 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 8.05. Self-Dealing. 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 financially 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. Loans To Officers And Trustees Prohibited. No loans shall be made by the Corporation to its Officers or Trustees. The Trustees of the Corporation who vote for or assent to the making of a loan to an Officer or Trustee of the Corporation, and any Officer or Officers

[illegible]

[illegible] in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Section 8.07. Additional Organizations. The Board of Trustees may authorize the formation of such auxiliary organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

Section 8.08. Rules. The Board of Trustees may adopt, amend or repeal Rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Corporation and the government of its Officers, agents, committees and employees.

Section 8.09. Conduct of Meetings. Robert's Rules of Order, latest edition, or another similar manual or procedural guide concerning the conduct of meetings which is commonly used by corporations similar to the Corporation shall govern the conduct of meetings when not in conflict with the Articles of Incorporation of the Association, these Bylaws and any rules adopted pursuant to Section 8.08 of these Bylaws.

ARTICLE IX

AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by vote of two-thirds (2/3) of the Board of Trustees with the approval of two-thirds (2/3) of the Members.

By: Carol Gai Fain
President

Adopted this 13th day of April, 19 99

The undersigned hereby certifies that the foregoing are the Bylaws of the Milton I. Shapiro Hebrew Academy as adopted on the date hereof.

13
at April, 19 99

By: Gail Portnoy
Secretary

006850

006850

EXHIBIT "6"

006850

RPTT $ _____

Exhibit G

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That The Hebrew Academy, a Nevada non-profit corporation

in consideration of $ 10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to

P7 The Milton I. Schwartz Hebrew Academy, a Nevada non-profit corporation

all that real property situate in the _____ County of Clark

State of Nevada, bounded and described as follows:

All of Lot Fourteen (14) of the AMENDED PLAT OF "SUMMERLIN VILLAGE 1 NORTH" subdivision, situated in the City of Las Vegas, County of Clark, State of Nevada, as shown on the Amended Plat of said subdivision recorded on February 8, 1990 as Instrument No. 00445 in Book 900208 and on file in Book 045 of Plats, Page 0010, in the Office of the County Recorder of Clark County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 9th day of April 19 91

The Hebrew Academy

By [signature]

Milton I. Schwartz, President

STATE OF Nevada

County of Clark

This 9th day of April 19 91

personally appeared before me, a Notary Public in and for said County and State,

Milton I. Schwartz,

President

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[signature]

Notary Public in and for said County and State.

SUSAN McGARRAUGH
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Nov. 30, 1991

ESCROW NO. _____

WHEN RECORDED MAIL TO: _____

E-11

006851

006851

006852

006852

EXHIBIT "7"

006852

Edward Everett Hale
Robert Lane
F. Stephen Peek
Jason D. Dennison
R. Craig Howard
Richard Bennett
Stephen V. Novacek
Richard L. Elmore
Marilyn L. Skender
Lenard E. Schwartzer
Alex J. Flangas
Donald L. Christensen
William C. Davis
Robert D. Martin
Rene Eileen Feinstein
Tracy L. Mathis
J. Scott Bogatz
James L. Kelly
Jeremy J. Nork
Joel M. Korolnik
Nik Skrinjaric
Daryl M. Sullivan
Dawn M. Cica*
David A. Riggi†
Of Counsel: Gary B. Gelfand
* J.D., admitted in California and New York only
† J.D., admitted in West Virginia only

Hale, Lane Peek, Dennison and Howard

A Professional Corporation
Attorneys and Counsellors at Law

REPLY TO LAS VEGAS
2300 West Sahara Avenue
Suite 800, Box 8
Las Vegas, 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
Telephone (702) 786-7900
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.

Very truly yours,

Lenard E. Schwartzer

LES:dah

006853
006853
006853

006854

006854

EXHIBIT "8"

006854

SUPPLEMENTAL AFFIDAVIT OF MICHAEL NOVICK

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

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

1. 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.

2. 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 DANIEL MARKS
302 East Carson, Suite 702
Las Vegas, Nevada 89101 (702) 386-0536

006855

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

006856

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.

15. That it was the intention of the Board of Directors to consider not extending Tamar Lubin's contract as the Board of Directors

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

006857

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 NOVICK

SUBSCRIBED AND SWORN to before me this 19 day of February, 1993.

NOTARY PUBLIC

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

006858

006859

006859

EXHIBIT "9"

006859

Exhibit U

Milton I Schwartz Hebrew Academy
MIS Contributions/donations

		Per HA	ycs	VGC	loans	return of loans
1988	$ 50.00				$ -	$ -
1989	$ 500,900.00		$ 1,200.00	$ 600.00	$ -	$ -
1990	$ 9,000.00				$ -	$ -
1991	$ 150.00			$ 1,300.00	$ -	$ -
1992	$ 69.66				$ -	$ -
1993	$ -				$ -	$ -
1994	$ -				$ -	$ -
1995	$ -				$ -	$ -
1996	$ -				$ -	$ -
1997	$ 2,100.00				$ -	$ -
.998	$ 22,500.00				$ -	$ -
.999	$ 26,600.00				$ -	$ -
2000	$ 7,400.00				$ -	$ -
2001	$ 88,535.00	$ 88,535.00	$ 1,200.00		$ -	$ -
2002	$ 57,130.00				$ 150,000.00	$ -
2003	$ 51,323.00				$ 83,000.00	$ (40,000.00)
2004	$ 135,277.00				$ -	
2005	$ 9,622.00					
2006	$ 100,000.00					
2007						
Total	$ 1,010,656.66	$ 88,535.00	$ 2,400.00	$ 1,900.00	$ 233,000.00	$ (40,000.00)
CLT	$ 45,247.09					
Grand Total	$ 1,055,903.75					

Milton I Schwartz Hebrew Academy
CLT #45 Contributions/donations (12/90 - 2005)

1991	$ -
1992	$ 8,052.09
1993	$ -
1994	$ -
1995	$ -
1996	$ -
1997	$ -
1998	$ -
1999	$ -
2000	$ 7,000.00
2001	$ -
2002	$ 30,000.00
2003	$ -
2004	$ -
2005	$ 195.00
Total	$ 45,247.09

006861

006861

006862

006862

EXHIBIT "10"

006862

THE HEBREW ACADEMY
9700 West Hillpointe Road
Las Vegas, Nevada 89134
Tel: (702) 255-4500 Fax: (702) 255-7232

Exhibit AK

Dr. Roberta Sabbath
School Head

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.

Very truly yours,

Dr. Roberta Sabbath
School Head

The Milton I. Schwartz
HEBREW ACADEMY
9700 West Hillpointe Road
Las Vegas, Nevada 89134
Tel: (702) 255-4500 Fax: (702) 255-7232

Dr. Roberta Sabbath
School Head

Accreditation: Northwest Association of Schools and Colleges License: State of Nevada Department of Education
NAIS Member: National Association of Independent Schools

006865

998900

006866

EXHIBIT "11"

006866

'07

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

136

136

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.

DEPOSITION EXHIBIT 2 4/9/10 Saposhnik

CONFIDENTIAL

006868

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

006900

006869

AC402019

CONFIDENTIAL

137

137

cc Fred Berkley 006870

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

Present:

Elliott Klain
Gerri Rentchler — 388-61FT / 10AM
Neville Pokroy
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.

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.

Susan McGarraugh
Susan McGarraugh
Acting Secretary

AC300018

006870

006870

006870

138

138

MILTON I. SCHWARTZ

2203

8-14- 1989

94-77/1224

Pay to the order of Hebrew Academy $ 25,000.00***

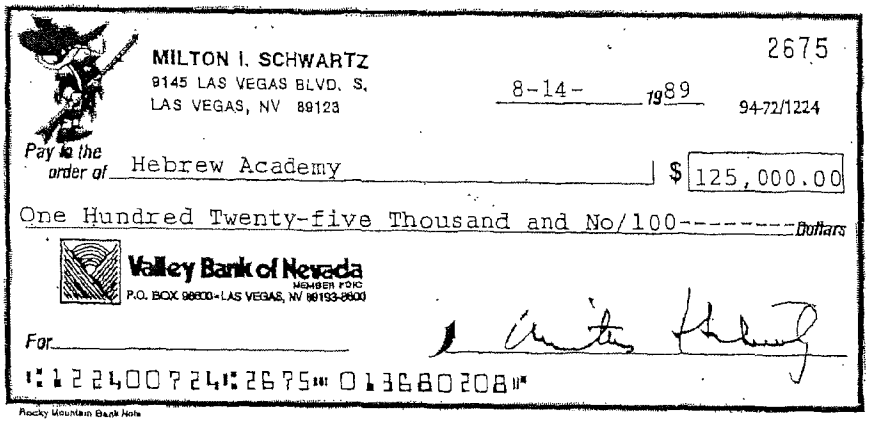
Twenty-five Thousand and No/100---------- Dollars

NEVADA STATE BANK
A Subsidiary of Zions Bancorporation
Main Office • P.O. Box 990
Las Vegas, Nevada 89125-0990

For

⑆122400779⑆ 0166 2852⑈ 203⑈

Rocky Mountain Bank Note



MILTON I. SCHWARTZ
9145 LAS VEGAS BLVD. S.
LAS VEGAS, NV 89123

2675

8-14- 1989

94-72/1224

Pay to the order of Hebrew Academy $ 125,000.00

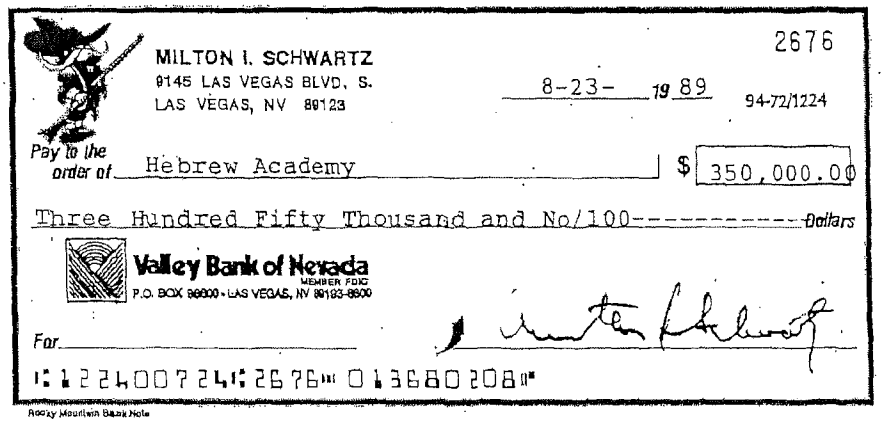
One Hundred Twenty-five Thousand and No/100-------- Dollars

Valley Bank of Nevada
MEMBER FDIC
P.O. BOX 98800 • LAS VEGAS, NV 89193-8800

For

⑆122400724⑆ 2675⑈ 013680208⑈

Rocky Mountain Bank Note



MILTON I. SCHWARTZ
9145 LAS VEGAS BLVD. S.
LAS VEGAS, NV 89123

2676

8-23- 1989

94-72/1224

Pay to the order of Hebrew Academy $ 350,000.00

Three Hundred Fifty Thousand and No/100---------- Dollars

Valley Bank of Nevada
MEMBER FDIC
P.O. BOX 98800 • LAS VEGAS, NV 89193-8800

For

⑆122400724⑆ 2676⑈ 013680208⑈

Rocky Mountain Bank Note

EST-00036

139

139

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:

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,

006872

006872

006872

140

006873

Academy given $500,000

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

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 campaign.

Groundbreaking at the 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 served as chairman of the board for Valley Hospital, which he founded in 1972. Additionally, Schwartz is a board member of 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.

Its curriculum is designed to foster a stimulating learning environment 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, 1620 East Bracken Ave., Las Vegas 89104.

006873

006873

006873

141

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.

The need for bus service at the new school should be added to the agenda for next month.

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

006875

006875

CONFIDENTIAL

006875

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

NAME	AMOUNTS PLEDGED	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	100,000		NONE
DR. STANLEY AMES	$ 1,000	$ 1,000	$ 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

CONFIDENTIAL

006876

142

Edward Everett Hale
Stacy Lutz
C. Stephen Peek
Marvin D. Dennison
R. Craig Howard
Richard Bennett
Stephen V. Novacek
Richard L. Ehrette
Marilyn L. Skender
Leonard E. Schwartzer
Alex J. Flangas
Donald L. Christensen
William C. Davis
Robert D. Martin
Rene Ellen Feinstein
Tracy L. Mathis
J. Scott Pagano
James L. Kelly
Jeremy J. Nork
Joel M. Korotkin
N. Shirinjarie
Daryl M. Sullivan
Dawn M. Cicero
David A. Riggi
Of Counsel: Gary B. Gelfand
*D. admitted in California and New York only
*D. admitted in West Virginia only

Hale, Lane Peek, Dennison and Howard

A Professional Corporation
Attorneys and Counsellors at Law

REPLY TO LAS VEGAS
2300 West Sahara Avenue
Suite 800, Box 8
Las Vegas, Nevada 89102
Telephone (702) 362-5118
Fax (702) 365-6940

Reno Office
50 West Liberty Street, Suite 650
Reno, Nevada 89501
Post Office Box 2237
Reno, Nevada 89505
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.

Very truly yours,

Leonard E. Schwartzer

LES:dah

EXHIBIT
N
OB Schwartzer 7/29/19

006877

143

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

Attending: Ira Sternberg, Tamar Lu in, Roberta Sabbath, Geri Rentchler, Richard Ellis

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 tuition for:

1. $150,000 - interest on loan which is presently coming out of our operating budget.
2. Summerlin is charging a road improvement assessment of $40,000 per year -- total of $450,000.
3. 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 raises funds.

Dr. Ellis thinks that we should target a few big donors. Bob Rakita mentioned a few options 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
4. how to present to people from whom we wish to raise funds

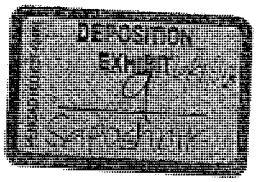
We can do something at an open house or at a meeting with the principal. Dr. Lubin mentioned Mr. Walsinger, the grandfather of a 7th grade student who is very wealthy. Others mentioned for approach were Mel Exber, Irwin Molasky, Lil and Henry Kronberg, and Jerry Mack.

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 Sunday.

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

Respectfully submitted

Geri

Geri Rentchler,
Secretary

CONFIDENTIAL

006879

144

144

SECOND SUPPLEMENTAL AFFIDAVIT OF MILTON I. SCHWARTZ

STATE OF NEVADA)
: SS
COUNTY OF CLARK)

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

1. This Affidavit of made of my own personal knowledg 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 ar Injunctive Relief.

4. That Affiant has been a member of the Board c Directors of the MILTON I. SCHWARTZ HEBREW ACADEMY since 1989, ar the Board of Directors have never allowed the use of proxies at ll meetings.

5. That Affiant donated $500,000 to the Hebrew Acaden with the understanding that the school would be renamed the MILTO I. SCHWARTZ HEBREW ACADEMY in perpetuity. That subsequent to th donation being made the By-Laws were changed to specifically refle that fact and that as a result of the change, Article I, Paragra 1 of the By-Laws read "The name of this corporation is the Milt I. Schwartz Hebrew Academy (hereinafter referred to as The Academ and shall remain so in perpetuity."

///

6. That Affiant solicited contributions from Paul 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 an 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 b Summerlin.

FURTHER AFFIANT SAYETH NAUGHT.

MILTON I. SCHWARTZ

SWORN and SUBSCRIBED to before me
this 31st day of March, 1993.

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SUSAN TURNER
My Appointment Expires Nov. 10, 1995

006881

006881

006881

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

006882

006882

006882

145

THE HEBREW ACADEMY
9700 West Hillpointe Road
Las Vegas, Nevada 89134
Tel: (702) 255-4500 Fax: (702) 255-7232

Dr. Roberta Sabbath
School Head

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.

006883

006883

006883

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.

006884

006884

Very truly yours,

Dr. Roberta Sabbath
School Head

006884

146

006885

In Pursuit of Excellence

HONORING MILTON I. SCHWARTZ

006885

006885

GALA CHAIRS
DR. MIRIAM & SHELDON G. ADELSON AND
TONI & VICTOR CHALTIEL

חִנּוּךְ בְּלִי חָזוֹן הֲרֵיהוּ הֹוֶה בְּלִי עָתִיד

- פ' שיפמן,

EDUCATION WITHOUT VISION IS LIKE THE PRESENT WITHOUT THE FUTURE.

– Gershon Shifman

THE MILTON I. SCHWARTZ
HEBREW ACADEMY
SUMMERLIN

SUPPORT WORLD-CLASS
JEWISH & SECULAR EDUCATION

006885

006886

Congratulations to

Milton I. Schwartz

Thank you for your commitment to education

and dedication to the future of our children.

Your generosity is a shining example for everyone

in the Jewish community to follow.

DR. MIRIAM & SHELDON G. ADELSON

988900

006886

006886

006887

Menu

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

~

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

~

Dessert

~

Mixed Seasonal Berries Marinated in Chambord

~

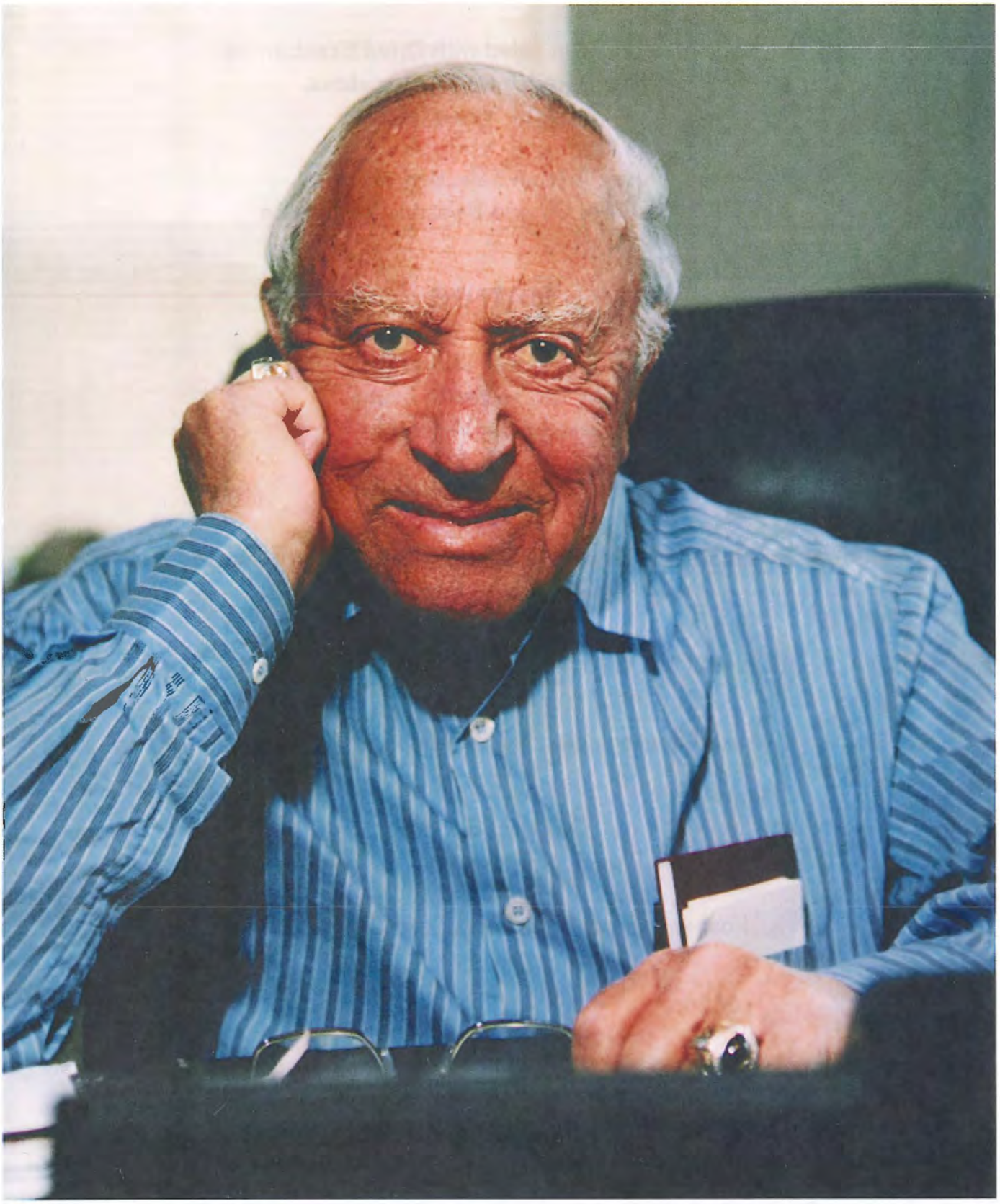
Beverages

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.

006887
006887
006887

006888



888900

006888

006888

006889

MILTON I. SCHWARTZ

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.

688900
006889
006889

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.

006890

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

006891

GALA CHAIRS

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

GALA EXECUTIVE COMMITTEE

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

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
Lori Nelson
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

006891
006891
006891

HARRY REID
NEVADA

MAJORITY LEADER

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:

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,

HARRY REID
United States Senator

006892

006892

006892

JOHN ENSIGN
NEVADA

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

John Ensign
United States Senator

006893

006893

006893

Brian K. Krolicki
Lieutenant Governor

Kathryn A. Besser
Chief of Staff

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

CARSON CITY OFFICE
101 N. Carson Street
Carson City, Nevada 89701
(775) 684-7111 Telephone
(775) 684-7110 Fax

President, Nevada State Senate
Chairman, Nevada Commission on Tourism
Chairman, Nevada Commission on Economic Development
Board of Directors, Nevada Department of Transportation

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 5500
Las Vegas, Nevada 89101
(702) 486-2400 Telephone
(702) 486-2404 Fax

Internet: http://ltgov.nv.gov

006894
006894
006894
006894

WILLIAM J. RAGGIO
SENATOR
Washoe No. 3

MAJORITY FLOOR LEADER

COMMITTEES:
Chairman
Finance

Member
Government Affairs
Legislative Affairs and Operations

State of Nevada Senate

DISTRICT OFFICE:
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

May 6, 2007

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

Dear Milt:

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,

William J. Raggio
Senate Majority Leader

WJR/st:W73853-1

006895

006895

006895

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 Nicholson

968900
006896

006897

Congratulations

to Milton I. Schwartz

Sheryl & Rob Goldstein
Susan & Brad Stone
Lynn & Bill Weidner

DOUBLE DIAMOND

006897
006897
006897

006898

CONGRATULATIONS TO

MILTON I. SCHWARTZ

THANK YOU FOR YOUR EXTRAORDINARY GENEROSITY,

YOUR ENORMOUS CONTRIBUTIONS TO OUR COMMUNITY,

AND YOUR TIRELESS DEDICATION TO CREATING

A BRIGHT FUTURE FOR OUR CHILDREN.

Sands

LAS VEGAS SANDS CORP.

DOUBLE DIAMOND

868900

006898

006898

006899

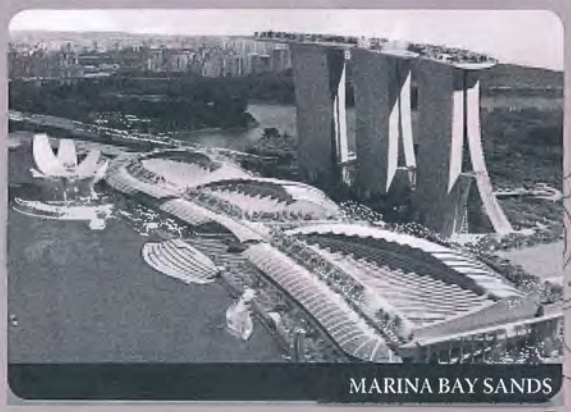
THE VENETIAN

SANDS MACAO

THE PALAZZO

THE VENETIAN MACAO

SANDS BETHWORKS


MARINA BAY SANDS

668900

006899

006899

006900

Congratulations

to our very dear friends,

Miri and Sheldon Adelson

who are an inspiration to us all.

Sheryl & Rob Goldstein
Susan & Brad Stone
Lynn & Bill Weidner

DOUBLE DIAMOND

006900
006900
006900

© Goldman Sachs & Co. 2007. All rights reserved.

Goldman Sachs

Goldman, Sachs & Co. is proud to support the
Milton I. Schwartz Hebrew Academy's
In Pursuit of Excellence Gala.

DOUBLE DIAMOND

006902

SummerlinGate LLC

Is honored to support The Milton I. Schwartz Hebrew Academy in Summerlin

THE MILTON I. SCHWARTZ
HEBREW ACADEMY
SUMMERLIN

Your world-class Jewish and Secular Education benefits the entire Las Vegas Community

Thank you to all the dedicated and hard working teachers and staff!

Victor Chaltiel, Ofir Hagay & Dotan Y. Melech
Partners in developing Park One
Condominium Homes adjacent to Boca Park
www.park1condos.com

DOUBLE DIAMOND

006902
006902
006902

006903

SummerlinGate LLC

Congratulates

Milton I. Schwartz

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

Together we honor you Milton,
on behalf of all of our children attending
The MIS Hebrew Academy now and in the future,
We want to thank you for your continued generosity
and commitment to world-class Jewish Education

Victor Chaltiel, Ofir Hagay & Dotan Y. Melech
Partners in developing Park One
Condominium Homes adjacent to Boca Park
www.parkIcondos.com

DOUBLE DIAMOND

006903
006903
006903

006904

Congratulations!

Milton,

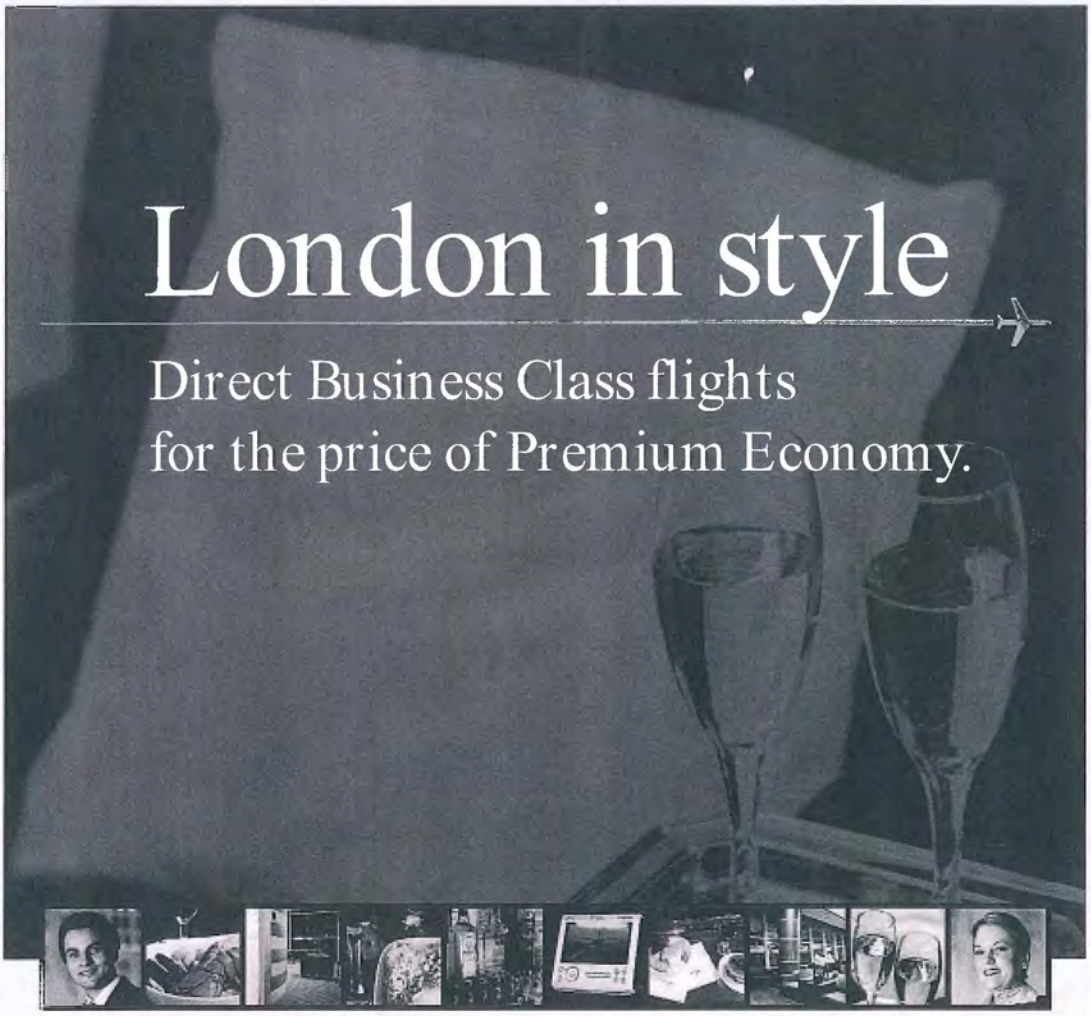
We appreciate all the efforts you have made for Jewish education in Las Vegas. This tribute for your outstanding contribution is well deserved.

Your generosity is an inspiration to all of us.

Thank You,
Tanya, Roni, Romi, Gili & Alex Amid

DOUBLE DIAMOND

006904
006904
006904



Las Vegas, New York and Washington, DC to London Stansted. All our flights feature luxury leather sleeper seats, gourmet four-course meals, boutique wines, plus an Arrive & Refresh service in London.

maxjet.com

Maxjet.

affordable business class

Please see website for details of fares. Fares are subject to availability. Tickets are nontransferable but may be reissued for a $100 change fee plus any applicable difference in fare and are refundable for a $300 fee. Fares and schedules are subject to change without notice, other restrictions may apply. Washington schedule is subject to seasonal timetable. Details are available on the website.

DOUBLE DIAMOND

006906

Congratulations

to

Milton I. Schwartz

Recipient of the 2007
Dr. Miriam and Sheldon G. Adelson
"In Pursuit Of Excellence" Award.

We applaud your commitment to furthering the education of Jewish children

DOUBLE DIAMOND

006906
006900
006906
006906

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

DOUBLE DIAMOND

006907
006907

006907

006908

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

LEHMAN BROTHERS

Where vision gets built.

DOUBLE DIAMOND

806900

006908

006908

006909

Milton I. Schwartz

606900

006909

LEHMAN BROTHERS

n gets built.

DOUBLE DIAMOND

006909

006910

The Thomas Spiegel Family Foundation

wishes to express

Its deepest gratitude

To

Milton I. Schwartz

for his tireless pursuit

to advance Jewish education

in our community.

THE
THOMAS **SPIEGEL**
FAMILY FOUNDATION

DOUBLE DIAMOND

006910
006910
006910

006911

Our Congratulations

To

Milton I. Schwartz

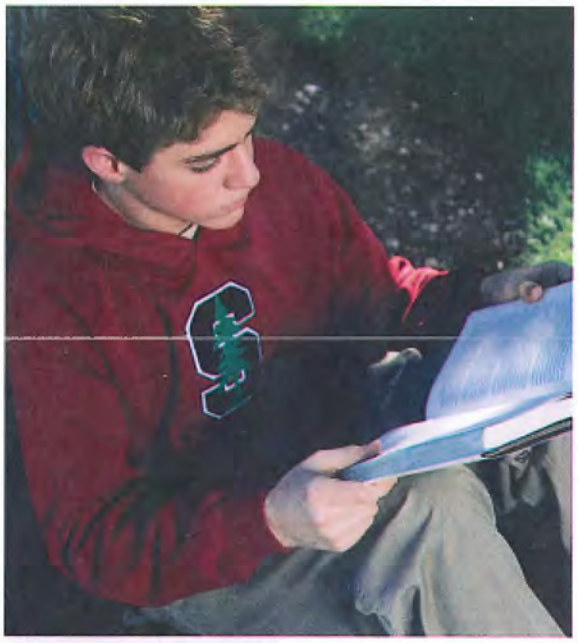
for not simply pursuing excellence

but achieving it!

THE
THOMAS SPIEGEL
FAMILY FOUNDATION

DOUBLE DIAMOND

006911
006911
006911



THE
Dr. Miriam & Sheldon G.
ADELSON
SCHOOL™

Welcome to a high school that's more than you ever expected.

006912
006912
006912

006913

006913

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

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.

THE
Dr. Miriam & Sheldon G.
ADELSON
SCHOOL™

9700 West Hillpointe Road, Las Vegas, Nevada 89134 · Tel 702.255.4500 · Fax 702.255.7232 · www.theadelsonschool.org

006913

006914

DIAMOND

Congratulations
Milton I. Schwartz

We are proud to support
The M.I.S. Hebrew Academy!

Scotia Capital™

006914
006914
006914

006915

DIAMOND

Paul|Weiss

is proud to sponsor the

Dr. Miriam and Sheldon G. Adelson
In Pursuit of Excellence Awards Gala

and congratulates honoree

Milton I. Schwartz

May 6, 2007

NEW YORK ◆ WASHINGTON, DC ◆ LONDON ◆ TOKYO ◆ BEIJING ◆ HONG KONG

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
www.paulweiss.com

006915
006915
006915

006916

DIAMOND

We Proudly Congratulate

MILTON I. SCHWARTZ

For Your Outstanding Financial Generosity,
Commitment and Dedication to
the Growth and Well-Being of

THE M.I.S. HEBREW ACADEMY

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

Lovingly,

Faye and Dr. Leon Steinberg

006916
006916
006916

DIAMOND

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.

Investment Banking
Sales & Trading
Research
Asset Management

Jefferies & Company, Inc.
1-888-JEFFERIES
www.jefco.com

Jefferies

SIPC

© 2005 Jefferies & Company, Inc.

006917

006917

006917

DIAMOND

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
&
THE DR. MIRIAM AND SHELDON G. ADELSON SCHOOL

MORDECHAI AND VICKI YERUSHALMI
BENJAMIN YERUSHALMI
LEOR YERUSHALMI
ELAD YERUSHALMI
NATALIE YERUSHALMI

The Jewelers® Since 1976 OF LAS VEGAS

Le Paradis FINE JEWELRY

ROCKS the jewelers

LEOR

Venetzia FINE JEWELRY

Vicci FINE JEWELRY

006919

DIAMOND

"We make a living by what we get,
but we make a life by what we give."
...WINSTON CHURCHILL

Merrill Lynch

Congratulates

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.

Merrill Lynch

ml.com

006919
006919
006919

006920

DIAMOND

"Todah Rabah"

We thank you for your exceptional leadership, philanthrophy, and commitment to our community.

Yasmin and Oren Lukatz

006920
006920
006920

006921

DIAMOND

Mojave Electric

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

006921
006921
006921

006922

DIAMOND

Congratulations to Milton I. Schwartz for being honored.

With Love,

Rachel and Sam Ventura
Galit and Haim Rozen
Alon and Marianne Ventura

006922
006922
006922

006923

DIAMOND

CONGRATULATIONS MR. SCHWARTZ

WE HEARD FROM OUR MOM AND 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.

Oscar Chaltiel 4th Grade

Maxime Chaltiel 2nd Grade

Sarah Chaltiel 1st Grade

MERCI! THANK YOU! TODA RABA!

FROM THE THREE MUSKATEERS.

006923
006923
006923

DIAMOND

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 SCHOOL AND WE WANT TO THANK MR. SCHIFFMAN, ALL OUR 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

MERCI! THANK YOU! TODA RABA!

FROM THE THREE MUSKATEERS.

006924

006924

006924

DIAMOND

citi

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

© 2007 Citigroup Inc.

006925

006925

006925

006926

The M.I.S. Hebrew Academy
Board of Trustees
2006 – 2007

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.

006926

006926

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.

006926

Dorit Schwartz
General Board Member

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.

006927

006927

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.

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.

Milton I. Schwartz
Executive Committee Member

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

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.

006929

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
~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

006929
006929
006929

Professional | Retail | Institutional | Industrial

L'Chaim!

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

CRISCI BUILDERS
General Contractors

Ph. 702.873.2025 • www.CrisciBuilders.com • Fx. 702.873.0907

Crisci Builders • 4518 W. Hacienda Ave. • Las Vegas, NV 89118

PLATINUM

006930
006930
006930

006931

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

006931
006931
006931

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

PLATINUM

006932
006932
006932

006933

SMBC SUMITOMO MITSUI BANKING CORPORATION

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

006933
006933
006933

006934

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

NY CS 5636616 04/07

Investments and services are offered through Morgan Stanley & Co. Incorporated, member SIPC.
© 2007 Morgan Stanley

PLATINUM

006934
006934
006934

006935

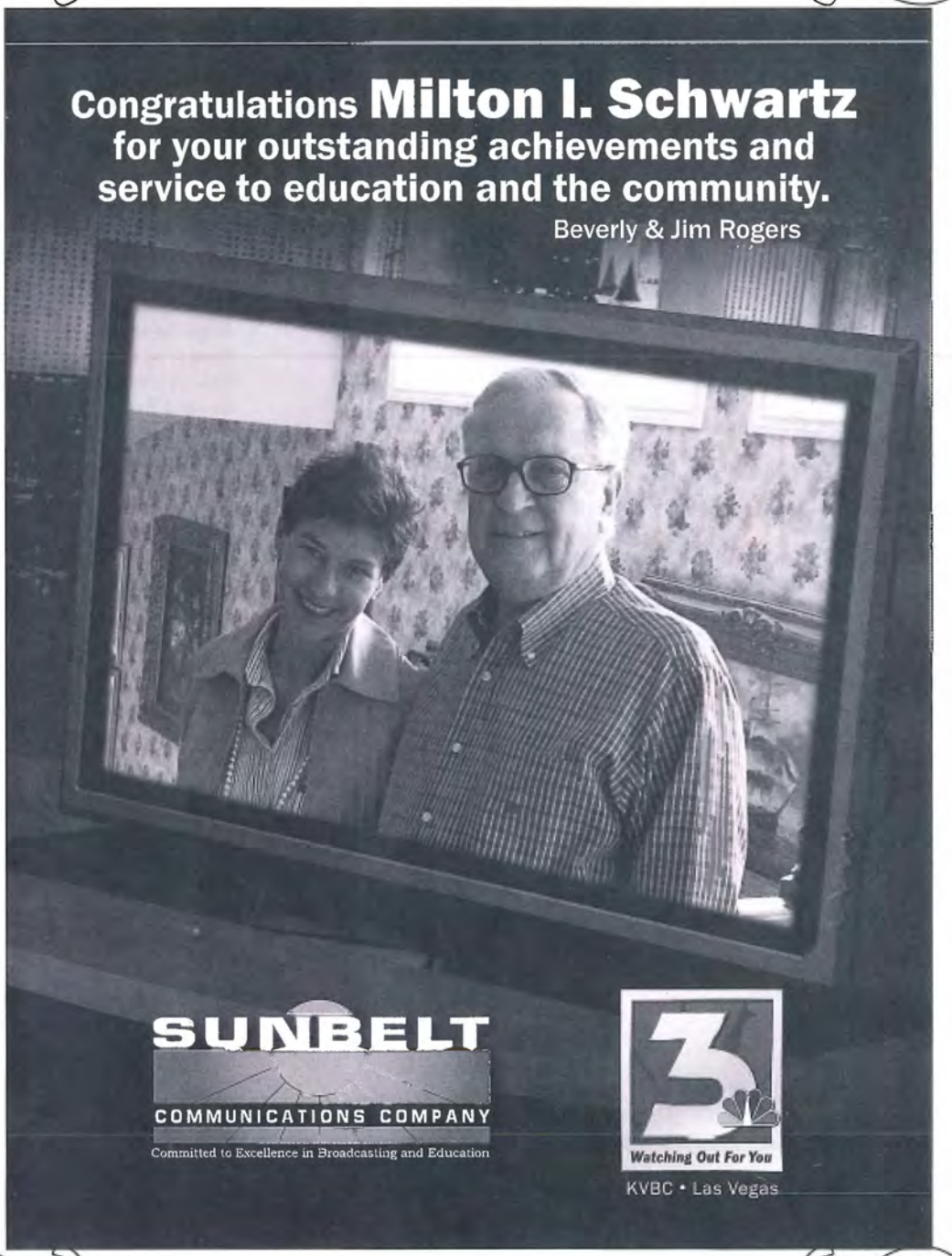
We kindly thank the following supporters who have so generously donated goods and services to our live and silent auctions.

A Mobile Groom for your Pet
Aaron Lelah Jewelry
Agave
Ali Klein
Alligator Soup
Amazing Johnathan
Amber Carmen
AquaKnox
Balloons with a Twist
Beth Falk
Blue Man Group
Bob Proffitt
Body Sport
Bouchon
Bounce U
Canaletto
Canyon Ranch SpaClub
Capezio
Carla Behrin
Caroline Smith
Cenegenics
Chelsea Boutique
Chi Chi Couture Puppies
City Lights
Music Together
Courageous Way
Dagerman's Just For Kids
David & Sherry Van
Mindeno
David Burke
David Copperfield
Dee Berkley Jewelery
Delgado Dance Studio
Delmonicos
Dena Henke
Desert Fox Tours
Desert Gymcats
Dr. Bradley Strong
Dr. Mira Mogler
Edible Arrangements
Ellen Zucker
Euphoria
Eyetopia
Fabreana
Flemings Prime Steakhouse
Fler & Dr. Ernest Sussman
Fran Gordon
Galaxy Theaters
Giovanna Raccosta
Gold's Gym
Gordie Brown
Grand Lux Cafe
Guggenheim Hermitage Museum
Horologio
I.C. ShahIdo Izkovich Family
Ingra Grae
J&D Fitness
Jackson's Bar & Grill
Jagged Edge Salon
Janice Beckman
JCC
Jenifer & Dr. Jay Selznick
Jennifer George
Jennifer Newman
Joe Ann Fogle
JOE's Seafood & Primesteak
Judaica of Las Vegas
Judaica on Wheels
Karin Soresman
Keren Kalimian
Kreiss Collection
Las Vegas 51's
Las Vegas Country Club
Leora & Robert Blau
Linda Harris
Lior
Lisa Chudd
Little Divas
Mac King
Mammoth Limo
Marche Bacchus
Mario Batali
Marsha Feldman
Maxjet Airlines
Melanie Agatstein
Melody Stein
Melting Pot
Michael Negrin
Michael Omar
Michal Benaloul
Mike Novick
Milton I. Schwartz
Monique & Stanley Friedman
Morah Liz
Morah Orly
Mt. Charleston Hotel
My Gym
Nancy Zoller
Nannies & Housekeepers
Naomi Guy
Nevada Ballet Theatre
Nevaeh Boutique
New York Diamond Exchange
Nina & Dr. Mathew Cooper
Noodle Asia
Norma Ruben
Orchid Asian Cuisine
Pamela Poster
Panini Café
Party Land
Paul Schiffman
Paul Wolf
Paymons
Phantom of the Opera
Pinot Brasserie
Platinum Mobile Detail
Postrio
Preferred Public Relations
Primesteak
Public Y Relations
Pump It Up
Rabbi Shlomo Attel
Rabbi Yocheved Mintz
Rachel & Noam Schwartz
Rao's Restaurant
Regis Galerie
Regis Salon
Reza Frey, RN
Robin Lahman
Romero Britto
Ron Lucas
Round 1 Boxing
Sammy's Restaurant
Sapporo
Sara Stiller
Sassi
Sea Spa
Shelley Kalb
Sherry Lasky
Shirah & Dorin Mashal
Siems Advanced Lasik Center
Sniffany & Co
Steve Wyrick
Steve-n-Kids
Sunglass Superstore
Susan Vex
Sushi Fever
Sweet Water Prime Seafood
TAO
Tarkanian Basketball Academy
T-Bird Jewelers
The Gallery at Summerlin
The Jewelers
The Main Event
The Producers
The Venetian Resort-Hotel-Casino
Theory
Tiptoe Shoes
Tsurit Hagay
Valentino
Vasari
Vignettes
Vinnie Favorito
Vintners Grill
Wachler Ultimate Expressions
Wild Truffles Café
Yours By Design
Yvonne Greenfield
Zeffirino

*at the time of printing

006935
006935
006935

006936



GOLD

006936
006936
006936

006937

Congratulations!

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

Rhonda, Steve, Andrew, Eric, and Jason Glyman

GOLD

006937
006937
006937

We proudly support Dr. Miriam and Sheldon G. Adelson

In Pursuit Of Excellence Awards Gala

Benefiting the Dr. Miriam and Sheldon G. Adelson School
and the Milton I. Schwartz Hebrew Academy

from your friends at

GENERAL GROWTH PROPERTIES

The Boulevard · Meadows Mall · Fashion Show · The Grand Canal Shoppes · **Summerlin and The Howard Hughes Corporation**

GGP ggp.com

GOLD

006938
006938
006938

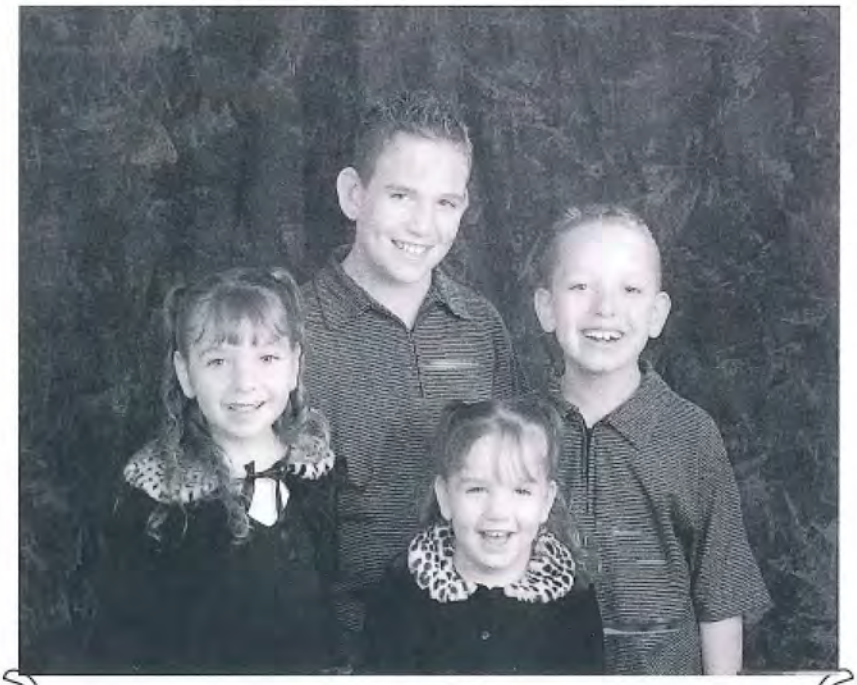
006939

Thank You

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



GOLD

006939
006939
006939

006940

BANK OF NEVADA

IS PROUD TO JOIN

DR. MIRIAM AND SHELDON G. ADELSON

IN HONORING

MILTON I. SCHWARTZ

RECIPIENT OF THE

IN PURSUIT OF EXCELLENCE AWARD.

BANK OF NEVADA

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

BRUCE HENDRICKS
President
Bank of Nevada

ART MARSHALL
Chairman of the Board
Bank of Nevada

WAL
LISTED
NYSE
Subsidiary of Western Alliance Bancorporation

Las Vegas ▪ Henderson ▪ North Las Vegas ▪ Mesquite ▪ Reno

www.BankofNevada.com

Member FDIC

GOLD

006940
006940
006940

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.

THE VENETIAN® Foundation

GOLD

006941

006941

006941

006942

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

GOLD

006942
006942
006942

006943

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,

Suzanne, Sam, Stuart, Pamela, and Kenny Green

GOLD

006943
006943
006943

006944

THE MILTON I. SCHWARTZ
HEBREW ACADEMY

An unparalleled education in a nurturing environment for preschool through 8th grade

006944
006944
006944

006945

006945

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 Dr. Miriam and Sheldon G. Adelson School, the first Jewish high school in the Las Vegas area.

THE MILTON I. SCHWARTZ
HEBREW ACADEMY

9700 West Hillpointe Road, Las Vegas, Nevada 89134 · Tel 702.255.4500 · Fax 702.255-7232 · www.tvhebrewacademy.org

Glenn and Link Wachler of Wachler Ultimate Expression
Celebrate and Honor

Milton I. Schwartz "In Pursuit of Excellence 2007" Custom Tree of Life Yad

"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.

Tree of Life | Jewish Values | Philanthropy | Legacy | To Life | Learning

www.ultexp.com *"The Art of Meaningful Giving!"* 877-485-8397

SILVER

006946
006946
006946

006947

ה"ב

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

SILVER

006947
006947
006947

006948

Congratulations to

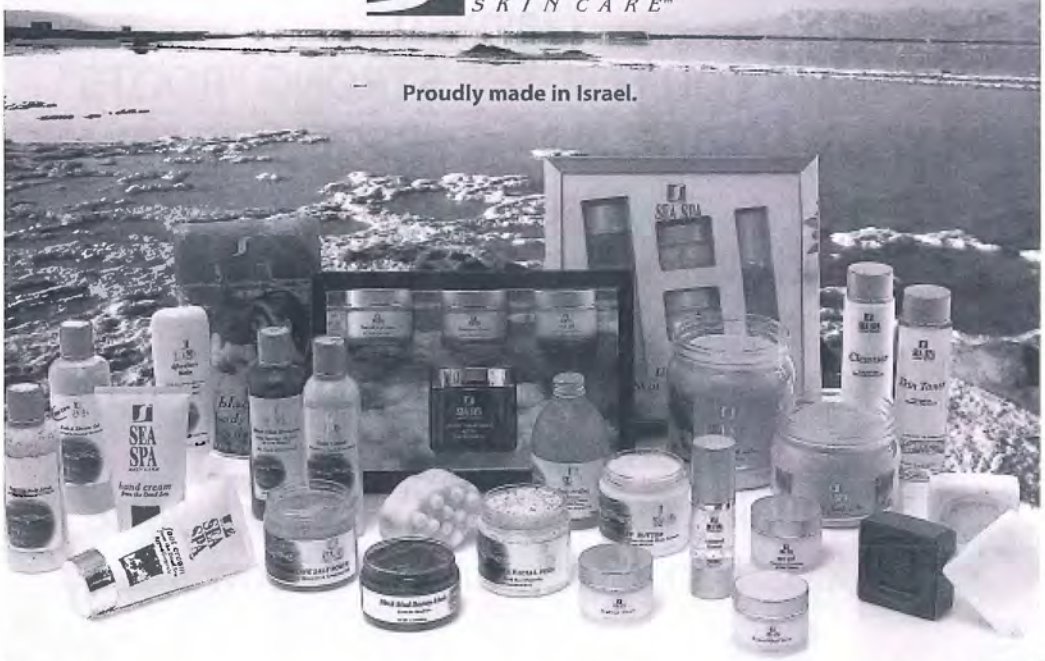
Milton I. Schwartz

for all his hard work
for the Hebrew Academy.

From the Tregerman family
and
SEA SPA SKIN CARE

SEA SPA
SKIN CARE™

Proudly made in Israel.



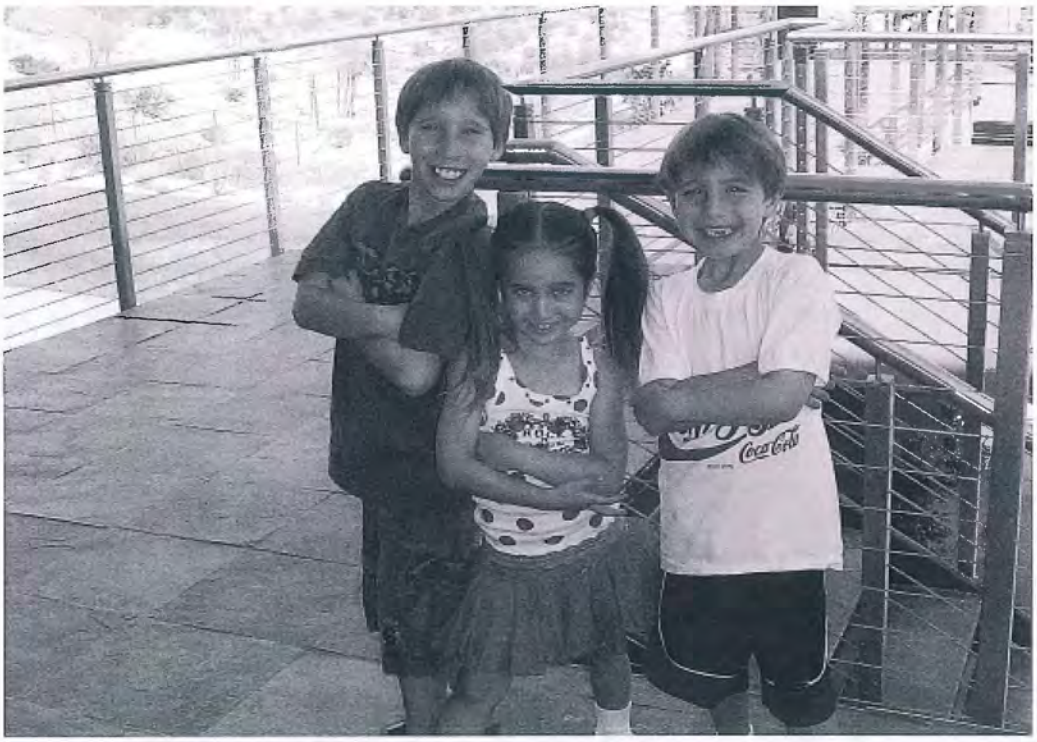
SILVER

006948
006948
006948

006949

Dear Mr. Schwartz,

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



The Selznick Kids 2007

Richard	Jordyn	Harrison
Grade 2	Pre-K	Kindergarten

SILVER

006949
006949
006949

Congratulations

to

Milton I. Schwartz

We thank you for your achievement

The Shervans

"Serving the Food & Beverage industry for over 20 years!"

DKLV

DESERT KITCHENS LAS VEGAS

FOOD SERVICE EQUIPMENT, DESIGN & BUILD

HOTELS • CASINOS • RESTAURANTS • BARS

DREW SHERVAN • (702) 487-5150 • www.desertkitchens.com

SILVER

006950

006950

006950

006951

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

SILVER

006951
006951
006951

Milton I. 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

Preferred Public Relations & Marketing (PPR&M)
blends traditional and non-traditional PR strategies and tactics to accomplish its clients' goals. Areas of experience and expertise include: hospitality/gaming, financial, food & beverage, retail, tour & travel, and business & convention industries.

Corporate Headquarters:
2630 S. Jones Blvd., Suite 1
Las Vegas, NV 89146
Phone (702) 254-5704

www.preferredpublicrelations.com

preferred
PUBLIC RELATIONS
& MARKETING

Making today's secret, tomorrow's news.©

SILVER

006952
006952
006952

006953

To Milton:

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

SILVER

006953
006953
006953

006954

To Milton J. Schwartz

Mazal Tov

on Your Great Contributions to

Las Vegas Jewish Education

Liat & Benjy Karsch

SILVER

006954
006954
006954

006955

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

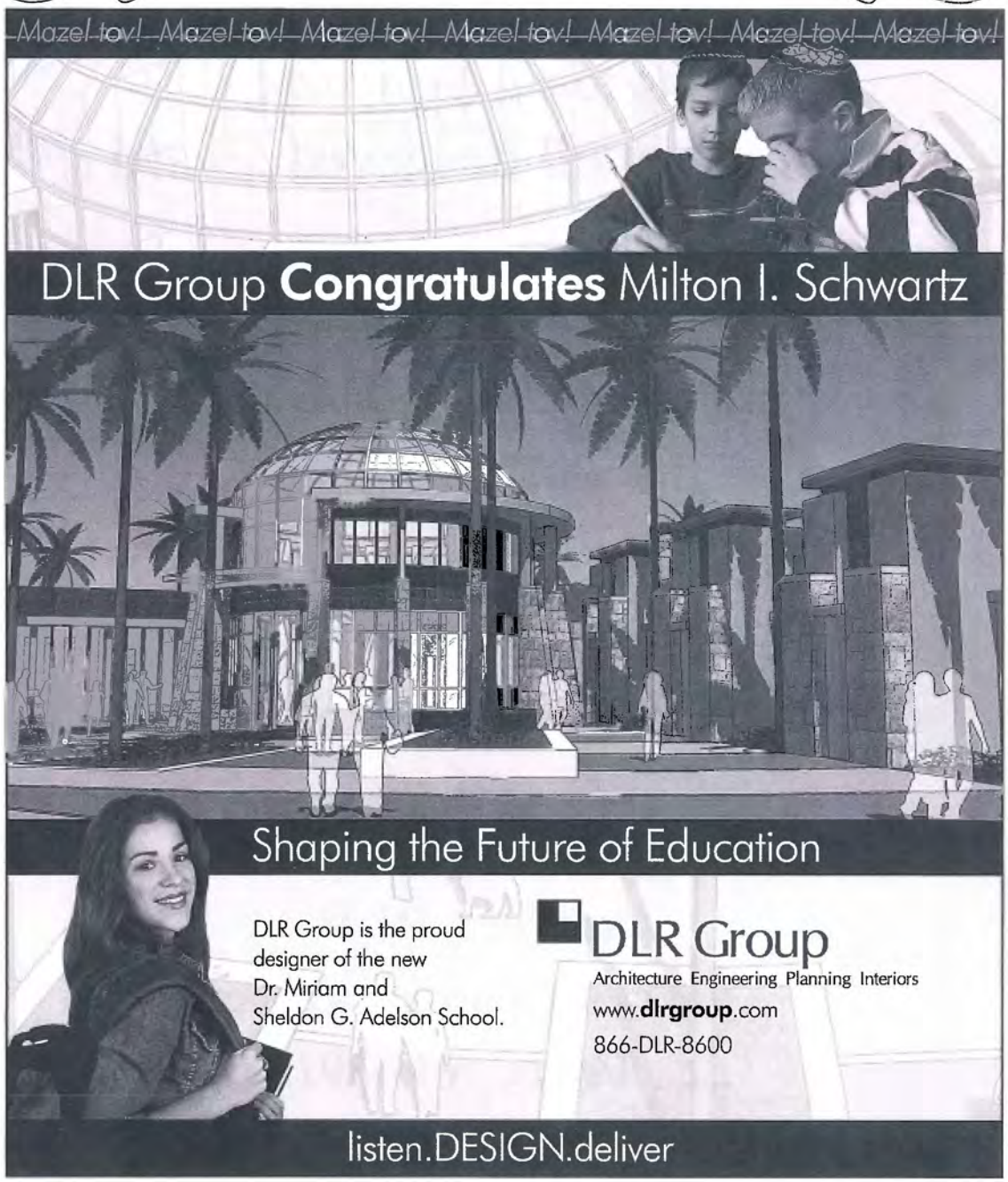
Hilary, Joel, Marissa, Zev, & Dara Katz

and

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

SILVER

006955
006955
006955


Mazel tov! Mazel tov! Mazel tov! Mazel tov! Mazel tov! Mazel tov! Mazel tov!
DLR Group **Congratulates** Milton I. Schwartz
Shaping the Future of Education
DLR Group is the proud designer of the new Dr. Miriam and Sheldon G. Adelson School.
DLR Group
Architecture Engineering Planning Interiors
www.dlrgroup.com
866-DLR-8600
listen.DESIGN.deliver

SILVER

Mazel Tov

Thank You!

For all you do for our school.

Ercy and Dr. Mark Rosen & Daughters

Maria and Dr. Steve Sanders & Daughters

Bone and Joint Specialists

Don't break a leg, but if you do
Call our Daddies at:

Summerlin:
653 Town Center Dr.,
#302
228-7355

Central:
2020 Palamino Dr.,
#220
474-7200

SILVER

006957
006957
006957

006958

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

SILVER

006958
006958
006958

Milton I. Schwartz helps us remember that the projects that matter most are the ones that require love and care.

Congratulations, for all your success and outstanding commitment to Jewish education.

Dr. Leon & Faye Steinberg | Dr. David & Beta Steinberg

Steinberg Diagnostic
Medical Imaging Centers
"Where Imaging Revolves Around You"

www.steinberg-dx.com

SILVER

006959

006959

006959

006960

SILVER

006960
006960
006960

006961

We Salute

Milton I. Schwartz

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

With Admiration,
The Blau Family
Leora, Robert,
Justin, Madison and Michael

SILVER

006961
006961
006961

006962

Congregation Ner Tamid

Looking Forward to the Future

Greenspun Campus for Jewish Life,
Learning & Spiritual Renewal
55 N. Valle Verde Dr.
Henderson, NV 89074
702.733.6292

SILVER

006962
006962
006962

We're proud to support those who've never stopped believing in a better place.

What each of us does today has a lasting impact on tomorrow. That's why Bank of America is proud to support the Milton I. Schwartz Hebrew Academy for investing in young people and a better future for us all.

Visit us at www.bankofamerica.com.

Bank of America

Bank of America, N.A. Member FDIC.
©2007 Bank of America Corporation.
Equal Housing Lender SPN-68

SILVER

006964

THE MILTON I. SCHWARTZ
HEBREW ACADEMY
SUMMERLIN

We Honor

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
OF NEVADA

SILVER

006964
006964
006964

006965

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

SILVER

006965
006965
006965

006966

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

Hebrew Academy Gala

honoring

Milton I. Schwartz

Mazel Tov!

Dr. Ernest, Fler, Nuriel and Matan Sussman

SILVER

006966
006966
006966

006967

We honor

Milton I. Schwartz

For his outstanding commitment to

The M.I.S. Hebrew Academy

Irv and Elaine Steinberg

SILVER

006967
006967
006967

006968

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

SILVER

006968
006968
006968

006969

Congratulations!

On being recognized for

Your Commitment, Wisdom and Inspiration.

We applaud your dedication to preserving Jewish Education in Las Vegas

Yellow-Checker-Star Transportation

SILVER

006969
006969
006969

JIMMERSON HANSEN
ATTORNEYS AT LAW

Congratulations

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

Carol and Jim Jimmerson
Lynn M. Hansen
Jimmerson Hansen
Attorneys at Law
Telephone: (702)388-7171

SILVER

006970
006970
006970

006971

Congratulations!
To the most deserving person
Milton I. Schwartz

Regina & Bob Raphaelson

SILVER

006971
006971
006971

006972

EXECUTIVE
LAS VEGAS LIMOUSINE

Congratulations Milton!

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

Carol and Jim Jimmerson
Executive Las Vegas Limousine
Telephone: (702) 646-4661

SILVER

006972
006972
006972

006973

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

SILVER

006973
006973
006973

006974

Jewish Community Center Southern Nevada

INSPIRING JEWISH JOURNEYS™

Congratulations
Milton I. Schwartz

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

JCC Board of Directors and Staff

4794 South Eastern Avenue, Suite C Las Vegas, NV 89119
702-794-0090 •702-794-2456 (fax) www.jccsn.org

006974
006974
006974

M agnanimous
I ntelligent
L eader
T enacious
O ne
N evada Legend

Congratulations on this well deserved honor.

We adore you.

Jeffrey and Leah Stromberg
Eliana and Gideon

006975
006975
006975

Yasher Koach!
Milton I. Schwartz

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

from

Photo Favors By
The Main Event

Where your party is always The Main Event!

THE MAIN EVENT IS A TRENDSETTER IN THE PHOTO FAVOR INDUSTRY. WE PRIDE OURSELVES ON PROVIDING OUR CLIENTS WITH PROFESSIONAL QUALITY, HIGH RESOLUTION PHOTOGRAPHS AND THE MOST POPULAR NOVELTY FRAMES AND PHOTO ACCESSORIES TO SUIT YOUR STYLE AND THEME

WE NOW OFFER
PHOTO MAGIC
GREEN SCREEN PHOTOGRAPHY
WITH HUNDREDS OF
BACKGROUNDS TO
SUIT ANY THEME

Bar/Bat Mitzvahs
Weddings
Sweet 16's
Birthday Parties
Anniversary Parties
Corporate Functions

702-36-PHOTO (367-4686)

maineventlasvegas@yahoo.com

www.themaineventonline.com

Dear Dawn and Norm,
"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

CREATIVE MEMORIES THAT LAST FOREVER

006976
006976
006976

006977

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

006977
006977
006977

006978

BEIT ALLON CHABAD OF SUMMERLIN CONGRATULATES MILTON I. SCHWARTZ ON RECEIVING THIS DISTINGUISHED HONOR.

Your commitment to preserving our heritage and educating our children is making the world a better place for all of us.
Mazal Tov!

BEIT ALLON CHABAD OF SUMMERLIN
Rabbi Yisroel and Shternie Schanowitz, Directors
Rabbi Chaim Ozer and Racheli Metal, Program Directors
2640 Regatta Drive • Las Vegas, NV 89128
702-855-0770
www.chabadofsummerlin.com

006978
006978
006978

006979

Congratulations

MILTON I. SCHWARTZ

On this well deserved honor

Thank you for your outstanding contribution to Jewish education.

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

006979
006979
006979

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

IT IS AN HONOR TO SHARE
ALL THE INCREDIBLE THINGS YOU DO
WITH THE SOUTHERN NEVADA COMMUNITY.

Ron Kirsh
President, Kirsh Media Group
Media Consultants Advertising Public Relations
702.838.0800
www.kirshmedia.com

"Parent, Class of 2004"

006981

In Pursuit of Excellence...

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!

MAZEL TOV!

AIPAC

THE AMERICAN ISRAEL PUBLIC AFFAIRS COMMITTEE

America's Pro-Israel Lobby

702.940.2347 • WWW.AIPAC.ORG

006981
006981
006981

006982

JFSA
JEWISH FAMILY SERVICE AGENCY

Thank you for your continued participation and relentless support!

Jewish Family Service Agency
Board of Directors and Staff

4794 South Eastern Avenue, Suite C Las Vegas, NV 89119
702-732-0304 • 702-794-2033 (fax) • www.jfsalv.org

006982
006982
006982

006983

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,
Gail Schlossberg and Dominique Weiner

006983
006983
006983

Congratulations!
Milton I. Schwartz

On This
Well Deserved Honor

The International School of Hospitality®

Evening Certificate Programs

Conference Management & Event Planning
Wedding Coordination & Design
The Art of Concierge
Hotel Operations

www.tisoh.com
(702) 505-4878

006984
006984
006984

006985

AMERICAN COMMITTEE FOR THE
WEIZMANN INSTITUTE OF SCIENCE
מכון ויצמן למדע

Congratulations to

Milton I. Schwartz

For your continuing dedication

Robert B. Machinist
Chairman
Dr. Albert Willner
President Emeritus
Norman D. Cohen
President
Lester Crown
Chairman, President's Circle
Martin S. Kraar
Executive Vice President
American Committee for the Weizmann Institute of Science

Prof. Daniel Zajfman
President
Mandy Moross
Chair, Board of Governors
Weizmann Institute of Science

Science for the Benefit of Humanity
www.weizmann-usa.org

006985
006985
006985

006986

Friedmutter Group

is proud to support

The Milton I. Schwartz Hebrew Academy

Congratulations

Milton I. Schwartz

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

FRIEDMUTTER GROUP

ARCHITECTURE / INTERIOR DESIGN / BRANDING STUDIOS

SPECIALIZING IN MULTI USE PROJECTS

HOTELS • CASINOS • RESTAURANTS • ENTERTAINMENT • HIGH-RISE RESIDENTIAL

LAS VEGAS, NV USA	NEWPORT BEACH, CA USA	ATLANTIC CITY, NJ USA	BILOXI, MS USA	DUBAI, UAE
P 702.736.7477	P 949.574.7710	P 609.407.0047	P 228.374.1750	P +971.4.319.9157

WWW.FGI.COM

986900
006986
006986

006987

MAZEL TOV

TO

Milton I. Schwartz

AND

The Hebrew Academy

FOR

Unforgettable Excellence Everyday

WITH ADMIRATION AND RESPECT

The Rush Family

Adrienne & Stacy
Madeleine, Joshua, Arleah, Samantha

006987
006987
006987

006988

Congratulations

Milton I. Schwartz

From your friends

Senator Bill Raggio
Senator Mark Amodei
Senator Barbara Cegavske
Senator Joe Heck
Senator Dennis Nolan
Senator Randolph Townsend
Lt. Governor Brian Krolicki
Senator Bob Beers
Senator Warren Hardy
Senator Mike McGinness
Senator Dean Rhoads
Senator Maurice Washington

886900

006988

Mazel Tov!

TO

Milton Schwartz

A Man of Vision

BLANCHE AND PHIL MEISEL

006988

WRIGHT & WEINER, LTD.

ATTORNEYS AT LAW
JASON G. WEINER, ESQ.

801 S. RANCHO DRIVE, STE B2
LAS VEGAS, NEVADA 89106

(702) 259-6789 TELEPHONE
(702) 386-6792 FACSIMILE

CONGRATULATIONS TO THIS YEAR'S
IN PURSUIT OF EXCELLENCE HONOREE

MILTON I. SCHWARTZ

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

JASON & DOMINIQUE WEINER

006989

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

006990

FRIAS HOLDING COMPANY

DIVERSIFIED VENTURES

Thank you for your dedication to
excellence in education at
The M.I.S. Hebrew Academy.

066900

006990

CONGRATULATIONS TO THIS YEAR'S
IN PURSUIT OF EXCELLENCE HONOREE

MILTON I. SCHWARTZ

WE APPLAUD THIS YEAR'S RECIPIENT OF THE
DR. MIRIAM & SHELDON G. ADELSON
"IN PURSUIT OF EXCELLENCE" AWARD

Judge Gilbert & Edythe Katz Yarchever

006990

par·37
Landscape & Maintenance, inc.

253-7878

LANDSCAPE CONSTRUCTION

* DESIGN/BUILD
* ARTIFICIAL TURF

LANDSCAPE MAINTENANCE

* COMMERCIAL
* MAINTENANCE
* ENHANCEMENTS
* PLANT REPLACEMENT

DROP BOX SERVICE

* CONSTRUCTION CLEAN UP
* RECYCLING

STONESCAPE PAVERS
CONCRETE · MASONRY · PAVERS

939-0123

STONESCAPES

* PAVERS
* STONE VENEER
* CONCRETE
* CURB & GUTTER
* MASONRY
* BLOCK WALL
* TILE, STONE, MARBLE
* CLEAN & SEAL

CONGRATULATIONS TO MILTON I. SCHWARTZ

006991

006991

JOLON PRODUCTIONS

Conventions, special events, theatre, large scale production and award shows, video and film editing
visit us at www.jolonproductions.com

ARI, AKKE, AND JONAH LEVIN WARMLY CONGRATULATE
THIS YEAR'S IN PURSUIT OF EXCELLENCE HONOREE

MILTON I. SCHWARTZ

7955 Astral Ave. Las Vegas, Nevada 89149 • fax: 702.898.5213
8931 Beverly Boulevard • 511 • Los Angeles, California 90048 • 310.551.1959

www.JOLONPRODUCTIONS.com email: ari@jolonproductions.com

006991

Mazel Tov!

From Your Friends At Lakeside Center

- Marche Bacchus
- A Touch of Romance Florist
- Lakeside Weddings & Events
- Lakeside Business Suites
- The Salon At Lakeside
- The Spa At Lakeside
- MODA Fashion Tailor
- The Village Pub

006992

006992

G&G SYSTEMS

Specialty Electrical Contractor

(702)798-0995 NV Lic. #46072

Full Service Electrical Contractor providing clients with the commitment and knowledge that is needed in today's demanding marketplace.

CONGRATULATIONS TO THIS YEAR'S HONOREE

MILTON I. SCHWARTZ

Complete Design & Build Services Available

Electrical	Security & CCTV
Fire Alarm	Voice/Data
Fire Suppression	Sound & Video

G&G Systems
4340 W. Hacienda Ave.
Las Vegas, NV 89118

Tel (702) 798-0995
Fax (702) 798-6584

006992

BOWNE

Congratulations to this Year's

In Pursuit of Excellence Honoree

Milton I. Schwartz

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

BOWNE
Financial Printing

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

Tom Rozint

006993

006993

ON BEHALF OF COLLEGE FUNDING COACHES…
CONGRATULATIONS TO

MILTON I. SCHWARTZ

THIS YEAR'S
"IN PURSUIT OF EXCELLENCE" HONOREE

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

006993

Congratulations to the Honoree

MILTON I. SCHWARTZ

On this well deserved honor

We are proud to support

The MIS Hebrew Academy

From, Daniel, Magda, Rebecca, Rachel Fleischer

The Law Firm of
BERKLEY, GORDON & GOLDSTEIN, LLP

Proudly honors and congratulates our good friend and colleague

MILTON I. SCHWARTZ

***

Frederic I. Berkley, Esq. Marc C. Gordon, Esq.
Robert A. Goldstein, Esq.
* * *
Cynthia Callendar Gordon, Esq. Max D. Spilka, Esq.
Of Counsel

Great American Plaza
8330 W. Sahara Avenue, Suite 290
Las Vegas, NV 89117
702-227-0700

006994

006994

Naomi R. Arin

Contemporary Art

3637 Topawa Drive
Las Vegas, NV 89103
702.324.5868

arinnaomi@cox.net

Private Consultation for the Discerning Collector

Schwartzer & McPherson Law Firm

Lenard E. Schwartzer, Esq.

Board Certified - Business Bankruptcy Law
American Board of Certification

2850 South Jones Boulevard, Suite 1
Las Vegas, Nevada 89146

Phone: 702-228-7590
Facsimile: 702-892-0122
Email: lschwartzer@s-mlaw.com
Website: www.s-mlaw.com

006994

Best Wishes

IDEAL
Office Equipment®

Bernice & Ivan Eisenberg
Barbara & Ron Kirsh

With love and respect;
Next year a brass band!

Susan and Bob Vex

006995

006995

King David
MEMORIAL CHAPEL & CEMETERY

SOUTHERN NEVADA'S ONLY FUNERAL CHAPEL & CEMETERY *EXCLUSIVELY* DEDICATED TO THE JEWISH COMMUNITY

Congratulations Milton I. Schwartz!

Left: Jay Poster, Founder & Manager
Right: Allen Brewster, Founder & Chairman

2697 East Eldorado Lane • Las Vegas, NV 89120
Phone: 464-8570 • Fax: 464-8579 • kingdavidlv.com

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

006995

006996

Mazel Tov

Milton I. Schwartz

Special Thank You to
Philip and Rena Kantor

With Love,
Brian and Jessica
Stockman

Congratulations
to
Milton I. Schwartz
for the students
for the school and
for the community

HIGH DESERT

966900

006996

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

006996

TONI & VICTOR CHALTIEL
CONGRATULATE

Milton I. 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

006997
006997
006997

006998

A hearty Mazel Tov to

The Teachers and Wonderful Staff of our School

for a well-deserved tribute

Thank you for your continued dedication and commitment to our children

May you grow from strength to strength

THE MILTON I. SCHWARTZ FAMILY

866900

006998

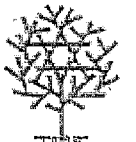
THE MILTON I. SCHWARTZ
HEBREW ACADEMY
SUMMERLIN

THE MILTON I. SCHWARTZ HEBREW ACADEMY IN SUMMERLIN
9700 W. Hillpointe Road • Las Vegas, Nevada 89134

006998

147

THE MILTON L SCHWARTZ
HEBREW ACADEMY



THE
Dr. Miriam & Sheldon G.
ADELSON
SCHOOL

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 L 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!

Our mission is to instruct and inspire new generations of students who will use their knowledge, values, and vision to fulfill their own potential and build a better world.

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.

At The Adelson School and The M.I.S. Hebrew Academy, students experience an outstanding, safe, and caring learning environment. Our teachers are dedicated professionals who are gifted experts in their individual fields of study, and who are committed to blending the quest for knowledge with the acquisition of moral character in a way that has practical consequences.

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

Sincerely,

Paul

Paul Schiffman
Head of School

Hope you enjoy the enclosed video.
Thanks Paul

Victor Chaltiel
Board Chairman

Jonathan, we missed you at the gala. THANK YOU VERY MUCH AGAIN
(let us try to meet after

EST-00028

148

148

cc Dan

May 28, 2008

bill post + c's Taxes

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

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.

Below is the contribution and tax-deductible information for your records.

Total Paid	$ 12,500
Value Received	$ 0
Deductible Contribution	$ 12,500

We look forward to seeing you at our next event and, again, thank you so much for your generous support.

Sincerely,

Thank you!

2008 Gala Committee

EXHIBIT 16
WIT: J. HANLON
DATE: 6-22-16
Wendy Sara Honable CCR, RPR

9700 West Hillpointe Road Las Vegas, NV 89134 (702) 255-4500

007000

007000

007000