This Restated and Amended Declaration of Trust (the "Declaration") of the JAMES E. AND BEVERLY ROGERS FOUNDATION (the "Foundation") is to be effective as of the 1st day of August, 2013 (the "Effective Date"), with James E. Rogers and Beverly Rogers as Grantors and those Persons as set forth below as Trustees.

BACKGROUND

A. The Grantors desire to establish the James E. and Beverly Rogers Foundation (the “Foundation”) as a charitable foundation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and any successor provision of any subsequent revenue law (the “Code”) for the purposes set forth in this Declaration. The Grantors intend that the Foundation shall be a “Type I” supporting organization (a "Type I Supporting Organization") within the meaning of, and as such Type I Supporting Organizations are defined in Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the Regulations under the Code and any corresponding provision of any subsequent federal tax law. The Foundation is to be such a Type I Supporting Organization by virtue of supporting, and being controlled by (1) the Law College Association of the University of Arizona (the “Law College Association’) as one of two “supported organizations,” which Law College Association is organized and operated for the benefit and on behalf of the University of Arizona James E. Rogers College of Law (the “College of Law”) and (2) the Black Mountain Institute of the University of Nevada, Las Vegas (the "BMI") as the second “supported organization” and by exclusively conducting its activities for the benefit and assistance of, and to carry out the purposes and functions of, either of the two “supported organizations.” Both of the Law College Association and the Black Mountain Institute of the University of Nevada, Las Vegas are organizations described in Section 501(c)(3) and Sections 509(1) or (2) of the Code. In all respects, this Declaration is to be interpreted and, if necessary, amended to comply with the requirements of a Type I Supporting Organization.

B. The Grantors intended that the Grantors would serve as Trustees (the "Founder Trustees") for the period of their lifetimes or until their Incapacity. One of the initial
Trustees, James E. Rogers, passed away subsequent to the Effective Date and has been replaced as a Founder Trustee by Rory Reid, as provided in the initial Declaration of Trust. Beverly Rogers, as a Grantor and initial Founder Trustee, and as the Trustee of the James E. Rogers Trust (such trust being the successor to the estate and assets of James E. Rogers), by way of the execution and delivery of this Declaration, hereby confirms such appointments of the Founder Trustees.

C. In addition to the two Founder Trustees, there shall always be three (3) Trustees (the "Arizona Trustees") to serve at the pleasure of the Board of Directors of the Law College Association of the University of Arizona (the “Law College Association”) and there shall always be three (3) Trustees (the “UNLV Trustees”) to serve at the pleasure of the Board of Regents of the University of Nevada, Las Vegas. (“UNLV”). As of the date of this Declaration, the three (3) Arizona Trustees are: (1) Marc L. Miller, Dr. Peter Likins and Toni Massaro. As of the date of this Declaration, the three UNLV Trustees are: (1) Marcia Turner, (2) Bart Patterson and (3) Gerry Bomotti. The Founder Trustees have designated Rory Reid to act as “Chairman” so long as he shall serve as a Trustee of the Foundation. So long as he shall serve, Rory Reid shall be designated as “Chairman.” If Beverly hereafter ceases to serve as a Founder Trustee, then Rory Reid shall be the sole Founder Trustee. If all of Beverly, James, and Rory Reid cease to serve due to resignation, Incapacity, or death, then there shall be no successor Founder Trustee, and the Founder Trustee class shall lapse.

D. The Grantors have made gifts to the Foundation, and the Grantors, and other Persons other than the Grantors, may in the future make gifts to the Foundation that the Foundation shall use or apply for the charitable purposes specifically described in this Declaration, namely the support of the Law College Association and/or the support of BMI. For all purposes of this Declaration, the term "Person" shall mean any individual, partnership, limited partnership, limited liability company, corporation, trust, charitable organization of any nature, government, governmental agency or any subdivision of, or entity created by and controlled by, any government, governmental agency or other governmental unit of any nature.
E. The Foundation shall be operated exclusively for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and at all times shall serve as a supporting organization within the meaning of Section 509(a)(3) of the Code by conducting or supporting activities for the benefit of, or to carry out the purposes of, the Law College Association and/or the BMI, each of which is a publicly-supported charity.

F. Following the appointment of the Arizona Trustees and the UNLV Trustees, and subject always to the provisions of this Declaration of Trust, the Board of Trustees shall only have the power to affect amend and modify this Declaration as is necessary or desirable for the purposes of, and solely for the purposes of: (1) establishing or maintaining the status of the Foundation as a charitable organization under Section 501(c)(3) of the Code; (2) ensuring that the Foundation shall be operated pursuant to all of the requirements of Section 501(c)(3) of the Code and accompanying Treasury Regulations and applicable Internal Revenue Service rulings, notices or other similar pronouncements and the requirements of all other applicable law to which the Foundation is subject (including, without limitation, any laws of the State of Nevada or the State of Arizona); and/or (3) ensuring that the Foundation establishes and maintains the status of a Type I Supporting Organization reflecting any provisions or items that may be required by the Internal Revenue Service with respect to such status.

Declaration of Trust

The parties hereto, intending to be legally bound by the terms of this Declaration, and for the purposes herein set forth, do hereby declare and agree as follows:

Article I

Establishment of Trust as Charitable Foundation

Section 1.1 Organization of the Foundation. The Foundation is hereby established and organized to receive and maintain real or personal property, or both, subject to the restrictions and limitations hereinafter set forth. The Foundation shall be operated
exclusively for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and at all times shall have the status of a Type I Supporting Organization within the meaning of Section 509(a)(3) of the Code by conducting or supporting activities for the benefit of, performing the functions of, or carrying out the purposes of (A) the Law College Association and supporting its programs and activities (including, without limitation, supporting programs and activities that are joint programs and activities between the Law College Association and/or the College of Law and other branches, departments or divisions of the University of Arizona) and (B) the BMI (including, without limitation, supporting programs and activities that are joint programs and activities between the BMI and other branches, departments or divisions of UNLV). The Law College Association and the BMI are each organizations described in Section 501(c)(3) and Sections 509(1) or (2) of the Code. Each of the Law College Association and the BMI is a division of, or exclusively supports a division of, public institutions of higher learning located in the United States funded and operated by the State of Arizona and the State of Nevada respectively. The Foundation shall be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of, the Law College Association and the BMI. The Foundation may make any distribution of its funds to one or the other or both of (X) the Law College Association (for the benefit of the College of Law) and/or (Y) the BMI, directly or through the specific BMI designation of programs or activities which BMI is conducting, or take any action which is consistent with and in accordance with the Foundation conducting its affairs in all respects as provided in this Section 1.1 and in Article II below, for the benefit of the Law College Association and or the BMI so that the Foundation will always be organized and operated in such a manner so as to qualify as an organization described in Section 501(c)(3) of the Code.

Section 1.2 Name; Address. The Foundation established pursuant to this Declaration shall be known as the James E. and Beverly Rogers Foundation. The Foundation’s primary address shall be as set forth in Exhibit 1.2, or at such other place as the Trustees shall from time to time determine.
Section 1.3 **Transfer of Assets.** As of the Effective Date, the Grantors transferred to the Foundation those assets described in Exhibit 1.3 attached hereto, which Exhibit 1.3 is incorporated by reference herein. The Grantors, or any other Persons, may from time to time transfer additional assets to the Foundation. The assets set forth on Exhibit 1.3, and all additional assets transferred from time to time by any Person to the Foundation, shall be held, administered, applied and distributed exclusively as set forth in this Declaration for the purposes set forth in Section 1.1 above.

**Article II**  
**Operation of the Foundation**

Section 2.1 **In General.**

2.1.1 **Exclusive Operation as a Charitable Foundation.** The Foundation shall be exclusively operated and administered for the purposes for which it was established as set forth in Section 1.1 above. The Board of Trustees shall not take or omit to take any action if such action or omission is inconsistent with the operation of the Foundation exclusively for the purposes set forth in Section 1.1 above. No part of the Foundation’s assets or earnings shall at any time or in any manner inure to the benefit of any private Person, member, entity or individual. The Foundation shall not engage in any action or activity any part of which is carrying on propaganda, or otherwise attempting, to influence legislation. The Foundation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Nothing contained in this Article II shall prohibit the Foundation from paying to a Trustee or an individual reasonable compensation for services rendered to the Foundation or affecting one or more of its purposes.

2.1.2 **Foundation’s Actions To Be Consistent with Section 501(c)(3) of the Code.** Notwithstanding any other provision of this Restated Declaration, the Foundation shall not conduct or carry on any activities not permitted to be carried on by:
(A) an organization exempt from taxation under the provisions of Section 501(c)(3) of the Code and the accompanying Treasury Regulations thereunder, as they now exist or as they may hereafter be amended or modified; or

(B) an organization contributions to which are deductible under Section 170(c)(2) of the Code and accompanying Treasury Regulations thereunder, as they now exist or as they may hereafter be amended or modified.

2.1.3 Distributions of Income and Principal. All Foundation income, net of reasonably necessary Foundation expenses and all amounts of Principal shall be distributed to the Law College Association and/or the BMI at such time or times, and in such proportions as the Board of Trustees, in their discretion, shall determine by majority vote; provided, however, that the Board of Trustees shall make all such distributions of income or Principal as may be necessary or desirable to comply with all requirements of law. The Board of Trustees, by majority vote, may further cause the Foundation to make distributions of income or Principal to the Law College Association and/or the BMI with respect to, or to fund, programs conducted jointly by the Law College Association (directly or in conjunction with the College of Law) or by BMI with any other division or department of the applicable university. Discretionary distributions of principal, as the Board of Trustees may determine from time to time by majority vote of the Board of Trustees, may consist of some or all of the remaining assets of the Foundation. If all assets of the Foundation are distributed under this Section 2.1.3, the Foundation shall terminate. For all purposes of this Declaration, Foundation income and principal (or corpus) shall be determined in accordance with generally accepted trust accounting principles under the trust accounting laws of the State of Nevada; provided, however, that for all purposes of this Declaration, and notwithstanding any provisions of generally accepted trust accounting principles under Nevada trust accounting law are to the contrary, trust principal (or corpus) shall in all events include all proceeds (including, without limitation, all income and all gain) from the sale, exchange or other disposition of any nature of any asset held by the Trust (other than the income received from the sale of inventory in the ordinary course of business), any dividends received in the nature
of extraordinary dividends and all other income or gain received by the Trust relating to an extraordinary item (i.e., all items of income and gain that are not received on a periodic base in annual or more frequent installments in relatively even amounts for each period).

Section 2.2 Prohibition of Certain Acts. In addition to the operational requirements set forth in Articles I and II above, the Foundation shall be operated and administered in all respects and at all times in a manner that conforms in all respects to the requirements set forth in Section 501(c)(3) of the Code and accompanying Treasury Regulations. The Foundation, its Trustees and officers and employees are expressly prohibited from undertaking, or omitting to undertake, any act or activity which would or might jeopardize the Foundation's status as an organization organized and operated under Section 501(c)(3) of the Code.

Article III
Termination of Foundation; Distribution Requirements upon Termination

Section 3.1 Events of Termination. The Foundation shall terminate and distribute in the manner as provided in Section 3.2 below all of the Foundation's assets upon the occurrence of any of the following events (the date of the occurrence of such event being hereinafter referred to as the "Termination Date"):

3.1.1 Termination Three Years Following Death of Survivor of Grantors. The Foundation shall terminate on that date which is three (3) years after the date of death of the survivor of the Grantors.

3.1.2 Determination by Board of Trustees. The Foundation shall terminate upon the determination by the unanimous vote of the Board of Trustees that the Foundation should terminate.

3.1.3 De Minimis Assets. The Foundation shall terminate at any time after
the death of the survivor of the Grantors if the Foundation has total assets having a fair market value of One Hundred Thousand Dollars ($100,000) or less.

Section 3.2 Distribution of Assets Upon Termination of Foundation. Upon the termination of the Foundation and the distribution of the Foundation’s assets in connection with such termination, the Foundation’s assets (including all retained and undistributed income at the time of termination) shall be distributed as set forth below in this Section 3.2:

3.2.1 Equal Distribution to Law College Association and BMI. Subject to and following the discharge of all valid debts and obligations of the Foundation, one-half (1/2) of the Foundation’s assets (including all undistributed income) shall be distributed to the Law College Association and one-half (1/2) of the Foundation’s assets (including all undistributed income) shall be distributed to the BMI; provided, however, that if either of the Law College Association or the BMI is not then in existence, the one-half share of assets that would have been distributed to such terminated organization shall be distributed directly to whichever of the Law College Association and the BMI is then in existence.

3.2.3 Alternative Distributions. In the improbable event that neither of the Law College Association and the BMI are in existence on the Termination Date, then all of the Foundation’s assets shall be distributed to one or more qualifying charitable organizations as a majority of the Board of Trustees shall determine, provided, that any organization receiving any distribution of the Foundation’s assets upon the Foundation’s termination shall be a corporation, trust, community chest, foundation, fund or other organization organized and operated exclusively for religious, charitable, scientific, literary or educational purposes under the provisions of Section 501(c)(3) of the Code (or any corresponding provision of any subsequent revenue law), provided that any such organization (a “Distributee Organization”) meets the following requirements:

(A) No part of the net earnings or assets of the Distributee Organization shall inure to the benefit of any private shareholder, member, entity or individual (except for
Distributee Organization’s payment to an individual of reasonable compensation for services rendered to the Distributee Organization or affecting one or more of the Distributee Organization’s purposes).

(B) No substantial part of the activities of the Distributee Organization shall consist of carrying on propaganda or otherwise attempting to influence legislation.

(C) The Distributee Organization shall not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office.

Article IV

Situs of Foundation

The Foundation is established under the laws of the State of Nevada. The Foundation shall be administered and managed in Nevada and shall be governed by the laws of Nevada applicable to trusts established, administered and managed in Nevada, including trust accounting rules and laws of Nevada. Notwithstanding anything to the contrary herein, in all events and without regard to such trust accounting rules and laws, trust “income” shall be limited to items of interest, dividends (other than extraordinary dividends), rent, royalties, and other periodic items (except for extraordinary items). Income shall never include any gain from the sale of any trust asset or any extraordinary dividend or other extraordinary item, rather such gain, extraordinary dividend or other item shall be added to principal and become a part of the Foundation corpus. The Trustees shall have the right to change the situs of the Foundation to a jurisdiction other than Nevada from time to time, or at any time, at the discretion of a majority of the Board of Trustees.

Article V

Irrevocability

Section 5.1. In General. Except as otherwise provided herein, the terms of this Declaration establishing the Foundation are and shall be irrevocable and no Person shall have

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the right to revoke this Foundation, or any part thereof, or to in any way amend, or alter the provisions of this Declaration.

Section 5.2 Amendments to Comply With Requirements of Internal Revenue Code and Other Applicable Law, Etc. Notwithstanding the provisions of Section 5.1, the Board of Trustees shall have the right, by the vote of a majority of the Board of Trustees, to effect any amendment or modification of this Declaration as may be necessary or desirable to establish, continue or maintain the Foundation’s status as a Foundation organized and operated pursuant to the requirements of Sections 501(c)(3) of the Code (or any successor provisions thereto) or otherwise to ensure that the Foundation complies with the applicable state and federal law to which the Foundation is subject (consistent always with the requirement that the Foundation be organized and operated pursuant to Section 501(c)(3) of the Code). The Board of Trustees is also authorized and specifically directed to make all such changes and modifications as may be necessary to establish or maintain the Foundation as a Type I Supporting Organization organized and operated pursuant to the requirements of Section 501(c)(3) and 509(a)(3) of the Internal Revenue Code or other applicable law to which the Foundation is subject (consistent with the foregoing requirements with respect to Section 501(c)(3) of the Code). No other amendment or modification to this Declaration shall be made by any Person except as provided in this Section 5.2. This shall include a prohibition against any Person increasing the number of Trustees on the Board of Trustees; provided however, that the number of Trustees on the Board of Trustees may be reduced to seven (7) or six (6) if one or all the Founder Trustees should resign, become deceased or Incapacitated as provided below in this Declaration.

Article VI

Foundation Governance; Trustee Provisions

Section 6.1 Board of Trustees; Appointment of Trustees, etc. The Foundation shall be governed and managed by a governing board to be known as the “Board of Trustees”. The Board of Trustees shall have ultimate authority over the conduct and
management of the business, property and affairs of the Foundation. Each member of the Board of Trustees, as provided herein, is referred to as a “Trustee.” The appointment and tenure of the members of the Board of Trustees shall be determined as set forth below in this Article VI. The Board of Trustees shall have those powers set forth below in this Article VI, in Article VII and elsewhere in this Declaration. There shall initially be eight members of the Board of Trustees made up of three classes. Three (3) of the Trustees shall be Arizona Trustees, whose appointment shall be confirmed by the majority vote of the Board of Directors of the Law College Association and whose retention, and/or removal and replacement, shall be determined by the majority vote of the Board of Directors of the Law College Association. Three (3) of the Trustees shall be UNLV Trustees, whose appointment shall be confirmed by the majority vote of the Board of Regents of UNLV and whose retention, and/or removal and replacement, shall be determined by the majority vote of the Board of Regents of UNLV. Two (2) of the Trustees shall be Founder Trustees and the currently serving Founder Trustees at the time of this Declaration are Beverly Rogers and Rory Reid. A Founder Trustee shall only be removed in the event of death, resignation or "Incapacity" (as defined below) of the Founder Trustee. All or any one or more of the Arizona Trustees and their successors may be removed and replaced at any time as provided in Section 6.1.2(B) below and all or any one or more of the UNLV Trustees and their successors, may be removed and replaced at any time as provided in Section 6.1.2(C) below. As used in this Declaration, the term “Incapacity” is defined to mean the certification in writing by two licensed, board-certified physicians that an individual has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared the individual incompetent, mentally ill or in need of a guardian or conservator and "Incapacitated" refers to a state of such "Incapacity."

6.1.1 Board of Trustees; Founder Trustees; Arizona Trustees; UNLV Trustees. Upon appointment and acknowledgement of the Arizona Trustees and the UNLV Trustees by way of execution of this Declaration of Trust (which execution attests that each Trustee has read and agrees to abide by the Conflict of Interest policy), the Foundation shall have eight (8) members of the Board of Trustees (with such members being referred to collectively as the
“Trustees” and individually as a “Trustee”). As further provided in this Declaration of Trust, the Foundation may have a different number of Trustees (six (6), seven (7) or eight (8) in the event that at any time two or more of the Founder Trustees have resigned, become Incapacitated or die. The Foundation shall have at all times three (3) Arizona Trustees, and the Foundation shall have three (3) UNLV Trustees. At no time shall the Board of Trustees be constituted so as to be controlled by one or more disqualified persons (as defined in Section 4946 of the Code) other than “foundation managers” as defined by the Code, and other than one or more organizations described in Sections 509(a)(1) or 509(a)(2) of the Code, as amended. The method of removal and/or election of successors in each class of Trustees is set forth below in Section 6.1.2. The initial eight Trustees having the rights, privileges, duties and responsibilities as set forth in this Declaration shall be as set forth in the preamble and on the signature page.

6.1.2 Tenure, Trustee Removal and Replacement, Successor Trustees, Etc.

(A) Founder Trustee(s); Successor to Founder Trustees. A Founder Trustee shall continue as a Trustee until his or her resignation, Incapacity or death. Rory Reid has been named as the successor Founder Trustee to James E. Roger such that the currently serving Founder Trustees are Beverly Rogers and Rory Reid. No Founder Trustee may be removed and replaced. If a Founder Trustee should cease to serve due to resignation, Incapacity, or death, the remaining Founder Trustee shall be the sole serving Founder Trustee. If both currently serving Founder Trustees should cease to serve due to resignation, Incapacity or death, the Founder Trustee class shall terminate, there shall no longer be any Founder Trustees serving on the Board of Trustees and thereafter the Board of Trustees shall be comprised of six (6) Trustees, namely three (3) Arizona Trustees and three (3) UNLV Trustees.

(B) Replacement and Removal of Arizona Trustees. Each of the initial three (3) Arizona Trustees shall hold office until an Arizona Trustee’s resignation, Incapacity, death or removal. The Board of Directors of the Law College Association shall have the
right, at any time and from time to time, to remove and replace any initial or successor Arizona Trustee by written notice (the "Replacement Notice") to Board of Trustees, which Replacement Notice shall state the name of the Arizona Trustee being removed and shall further state and name and designate the Person to be the successor to the removed and replaced Arizona Trustee. The removed Arizona Trustee's term shall end immediately upon the receipt by the Board of Trustees of the Replacement Notice and the term of the successor to the replaced Arizona Trustee shall commence immediately upon the receipt by the Board of Trustees of the Replacement Notice. If there is a vacancy in the office of Arizona Trustee by reason of resignation, death or Incapacity, the Board of Directors of the Law College Association shall name the successor in a written Replacement Notice to the Board of Trustees and the successor Arizona Trustee shall commence serving upon the receipt by the Board of Trustees of such Replacement Notice. The Dean of the College of Law may act as the agent with signatory authority on behalf of the Board of Directors of the Law College Association and may execute and deliver such documents or instruments on behalf of the Law College Association reflecting the decisions and directions of the majority of the members of the Board of Directors of the Law College Association.

(C) Replacement and Removal of UNLV Trustees. Each of the initial three (3) UNLV Trustees shall hold office until an UNLV Trustee’s resignation, Incapacity, death or removal. The Board of Regents of UNLV shall have the right, at any time and from time to time, to remove and replace any initial or successor UNLV Trustee by written notice (the "Replacement Notice") to the Board of Trustees of the Foundation, which Replacement Notice shall state the name of the UNLV Trustee being removed and shall further state and name and designate the Person to be the successor to the removed and replaced UNLV Trustee. The removed UNLV Trustee's term shall end immediately upon the receipt by the Board of Trustees of the Replacement Notice and the term of the successor to the replaced UNLV Trustee shall commence immediately upon the receipt by the Board of Trustees of the Replacement Notice. If there is a vacancy in the office of UNLV Trustee by reason of resignation, death or Incapacity, the Board of Regents of UNLV shall name the successor in a written Replacement Notice to the Board of Trustees and the successor UNLV Trustee shall
commence serving upon the receipt by the Board of Trustees of such Replacement Notice. The Executive Director of the BMI may act as the agent with signatory authority on behalf of the Board of Regents of UNLV and may execute and deliver such documents or instruments on behalf of the Board of Regents of UNLV reflecting the decisions and directions of the majority of the members of the Board of Regents of UNLV.

Section 6.2 Board of Trustees Actions.

6.2.1 In General.

(A) Majority Vote Required, Etc. Except for and subject to the requirements (1) that any decision by the Board of Trustees to terminate the Foundation prior to that date which is three years following the death of the survivor of the Grantors as set forth in Section 3.1.2 and (2) that any determination to pay reasonable compensation to the Trustees each be determined by the unanimous vote of the Board of Trustees as set forth in Section 6.4.2, all other acts and actions of Board of Trustees of the Foundation shall be taken by the majority vote of the Trustees. If at any time an Arizona Trustee or a UNLV Trustee has resigned or become deceased or Incapacitated and a successor Trustee has not yet been named pursuant to the provisions set forth in Section 6.1.2 above, the Board of Trustees shall not take any action until the resigned, deceased or Incapacitated Trustee has been replaced by the majority vote of the Board of Directors of the Law College Association (in the case of any Arizona Trustee) or by the majority vote of the Board of Regents of UNLV (in the case of any UNLV Trustee); provided, however, that if a successor Trustee has not been named in accordance with the procedures set forth in Section 6.1.2(B) or Section 6.1.2(C) above, as the case may be, within fifteen (15) business days of the resignation, death or Incapacity of the prior Trustee, the Board of Trustees shall then have the right to conduct business, and a quorum of Trustees shall for all purposes be deemed to exist, so that valid and binding actions may thereupon and thereafter be taken by the Foundation by the act or actions of the then remaining Trustees. Notwithstanding anything to the contrary herein, in absolutely no event may any action on behalf of the Foundation be taken in circumstances where one or more
Founder Trustees do, or could possibly be construed to make up a majority of Trustees acting with regard to such action.

(B) Regular Quarterly Meetings. The Board of Trustees shall hold regular quarterly meetings (or more frequent meetings as may be necessary) to review the policies of the Foundation and generally manage and oversee the Foundation’s activities and affairs. The regular quarterly meetings shall be held at the offices of the Foundation on such day and at such time as a majority of the Board of Trustees shall specify. A majority of the Board of Trustees shall comprise a quorum for the conduct of the business of the Board of Trustees at the regular quarterly meetings or any special meetings of the Board of Trustees. The intention generally is that members of the Board of Trustees shall attend the regular quarterly meetings in Person although if there are circumstances where it is impossible, unreasonable or difficult for a Trustee to be personally in attendance, such Trustee may attend by telephonic or video conference. At meetings of the Board of Trustees the Trustees shall review and determine all matters regarding the policies of the Foundation and shall generally function in the same manner as the Board of Directors of a corporate charitable entity which is a Section 501(c) organization, subject always to the provisions of this Declaration.

(C) Special Meetings. Any member of the Board of Trustees may request a special meeting of the Board of Trustees at any time upon five (5) business days written notice to the other members of the Board of Trustees, which written notice may be delivered by electronic transmission, facsimile transmission, hand delivery, common carrier or the United States mail. The Trustee requesting a special meeting shall provide an agenda of the items to be discussed at such meeting and shall circulate such agenda to the other members of the Board of Trustees along with the written notice of the special meeting.

(D) Actions in Writing. The Board of Trustees shall have the right and power, at any time and from time to time, to take "actions in writing" in lieu of a meeting. All such actions in writing shall have the same force as a resolution or action taken at a meeting of the Board of Trustees so long as such "actions in writing" are signed by that number of Trustees required to approve any matter pursuant to this Declaration (i.e., if a vote of a
majority of the Trustees is required to approve an action then an "action in writing" to be effective need only be signed by a majority of the Board of Trustees and if a unanimous vote is required pursuant to this Declaration then the "action in writing" shall be signed by all of the Trustees).

6.2.2 Records of Meetings, Etc; Actions in Writing. At each meeting of the Board of Trustees, the Chairman shall preside over the meeting and a recording secretary shall be appointed who shall prepare the minutes of the meeting and prepare for signature any material decisions the Board of Trustees make with respect to any action or decision the Foundation is taking. As provided in Section 6.2.1(D) above, in lieu of a meeting the Board of Trustees may authorize the Foundation and its Chairman and officers to take action by executing and delivering an “action in writing” in the nature of a Foundation resolution. Minutes of Board of Trustee meetings shall be circulated to the Trustees and approved by the Trustees. Any Foundation action that a Trustee wishes permanently to record shall likewise be reflected either in minutes of the Board of Trustee meetings or in an “action in writing” signed by the requisite number of Trustees required to approve any such action. All minutes of Board of Trustee meetings and all “actions in writing” shall be permanently maintained as part of the books and records of the Foundation.

6.2.3 Chairman of the Board; Officers. Immediately following the constitution of the full eight member Board of Trustees, the Board of Trustees shall name a "Chairman" of the Board of Trustees by the majority vote of the Board of Trustees and the Board of Trustees may name such other officers of the Foundation as the Trustees, by majority vote, shall determine including, without limitation, any naming any Person as the President, Vice-President, Secretary, Treasurer and any Assistant Secretary or Assistant Treasurer of the Foundation. Such officers shall have such duties and responsibilities as the Board of Trustees shall delegate to them and such officers shall perform these duties and responsibilities subject always to the direction and control of the Board of Trustees. The Board of Trustees may at any time remove and replace any officer or may abolish any officer
position, as the Board of Trustees shall determine in its sole discretion, in accordance with the provisions of this Section 6.2.3.

6.2.4 Committees. The Board of Trustees shall or may establish, by majority vote, such committees as the Board of Trustees deems to be useful, including an Audit Committee and an Investment Committee. Any such committee shall function and act under the direction and control of the Board of Trustees at all times and with respect to all matters and all decisions, recommendations or actions of any committee shall at all times and in all circumstances be subject to the review and approval of the full Board of Trustees.

Section 6.3 Provisions Applicable to Successor Trustees. No successor Trustee shall be liable for the acts, omissions or defaults of any prior Trustee. No successor Trustee shall have any duty to audit or investigate the accounts or administration of any prior Trustee. A successor Trustee may accept the accounting records of any prior Trustees showing assets on hand without further investigation.

Section 6.4 Reimbursement of Expenses; Compensation.

6.4.1 Reimbursement of Expenses. Any Trustee (or other Person) providing services to or on behalf of the Foundation shall receive reimbursement from the Foundation for reasonable expenses incurred in activities directly relating to the Foundation's activities or purposes.

6.4.2 Trustee Compensation. Grantors intend that the Trustees, other than the Founder Trustees (including any successor Founder Trustee) who shall never receive any compensation for services, may receive reasonable compensation for services as a Trustee rendered to an organization organized and operated under Section 501(c)(3) of the Code in light of all relevant facts and circumstances; provided, that the total annual compensation received by any single Trustee shall never exceed $50,000. If the Foundation at any time no longer has any Founder Trustees, the Trustee compensation shall be that as is being paid at the
death, resignation or Incapacity of the last Founder Trustee so long as such compensation is reasonable. All compensation for employees and consultants shall also be reasonable and shall be determined by the majority vote of the Board of Trustees. The applicable Trustees making any compensation determination shall engage as necessary or desirable independent legal counsel to render counsel as to the reasonableness of any compensation and may also engage unrelated and independent experts on compensation policies of non-profit organizations who shall review the compensation policies, procedures and practices of the Foundation and shall consult with the determining Trustees with respect to the same with the objective that the Foundation shall always have compensation procedures and policies, and shall always pay compensation to members of the Board of Trustees and others engaged by the Foundation as employees, independent contractors, service providers or consultants that comply with applicable law, including, without limitation, laws and regulations applicable to the payment of compensation by charitable organizations organized and operated under Section 501(c)(3) of the Code.

Section 6.5 Resignation. A Trustee may resign at any time. Notice of resignation shall be given to the other Trustees in a writing sent by certified mail to their last address as indicated in the Foundation records. Any such resignation shall be effective 30 days after the date such notice is sent to all such other Trustees. If any Arizona Trustee resigns, such Trustee shall be replaced promptly by the majority vote of the Board of Directors of the Law College Association as set forth in Section 6.1.2(B). If any UNLV Trustee resigns, such Trustee shall be replaced promptly by the majority vote of the Board of Regents of UNLV as set forth in Section 6.1.2(C).

Section 6.6. Trustee Signatures. Any agreement, instrument, document or other item to be entered into by the Foundation, shall be signed by at least two Trustees except as provided in the last sentence of this Section 6.6. Notwithstanding the foregoing, any tax return or report or similar governmental information report of the Foundation that is to be filed with any government agency may be signed by only one Trustee, who shall be the
Trustee designated as the Treasurer of the Foundation or such other Trustee as the Board of Trustee shall designate by the majority vote of the Board of Trustees.
Article VII
Powers of Board of Trustees

Section 7.1 General Powers. Subject always to the provisions of this Declaration, to carry out the purposes of this Foundation, and subject to any limitations stated elsewhere in this trust instrument, the Board of Trustees is vested with the following powers with respect to the Foundation’s assets or any part thereof, in addition to those powers now or hereafter conferred by law, such powers to be exercised in all respects on behalf of the Foundation and in a manner which is fully consistent with the organization and operation of the Foundation as an organization described in Section 501(c)(3) of the Code. To the extent that any power granted herein is inconsistent with the organization and operation of the Foundation as a Section 501(c)(3) organization, then such power shall be severed from this trust instrument and shall not be exercised by the Board of Trustees.

7.1.1 Dealing with Property. To invest and reinvest the assets of the Foundation in every kind of property, real, personal or mixed and every kind of investment, which Persons of prudence, discretion and intelligence acquire for their own account and which a Foundation described in Section 501(c)(3) is permitted to acquire under applicable laws and regulations.

7.1.2 Voting. To (i) vote in person or by proxy in respect of all securities; (ii) become a party to the reorganization, consolidation, or merger of any corporation or other entity; (iii) assent to the dissolution and liquidation of any corporation or other entity; (iv) exchange or surrender securities; (v) deposit securities with creditors’, bondholders’ or shareholders’ committees or other protective groups; (vi) pay all assessments, subscriptions, and other sums for the protection of securities; and (vii) exercise any options, conversion privileges or subscription rights as are or may be lawfully exercised by Persons holding similar property in their own individual right.
7.1.3 **Title to Assets.** To take and hold in its own name, or in the name of a nominee or nominees, with or without disclosure of fiduciary status or in negotiable form, any property or securities of the Foundation.

7.1.4 **Expenses.** To (i) incur and pay the fees and expenses of the administration of the Trust, including, without limitation, reasonable attorneys' fees; (ii) employ or engage the services of any Person, including, without limitation, one or more investment advisers, to perform any services for the Trust; and (iii) pay for all services rendered.

7.1.5 **Deposit and Withdrawal of Funds.** To authorize for deposit, collection, or transfer any and all checks, notes, drafts, or other orders for the payment of money; and to withdraw upon checks, notes, drafts, or other orders for the payment of money, signed by the Trustee, the funds of the Trust.

7.1.6 **Insurance.** To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust.

7.1.7 **Litigation.** To commence or defend litigation with respect to the Foundation and to seek the assistance of the courts in all matters affecting the administration of the Foundation including, without limitation, accounting matters and disclaimers on behalf of the Trust. The Trustee is authorized to defend, at the expense of the Trust, any contest or other attack of any nature on the Trust.

7.1.8 **General Powers.** To do such acts, to take all such proceedings, to execute and deliver such documents, and to exercise such powers as may be necessary or desirable to carry out the purposes of the Foundation, subject always to the fiduciary duties which the Board of Trustees have with respect to their discharge of their duties and responsibilities under this Declaration.
Article VIII
Indemnification; Insurance

Section 8.1 Protection of Trustees and Officers. The Trustees and officers of the Foundation performing services for or acting on behalf of the Foundation shall have no liability to the Foundation or to any of the Trustees for any mistakes or errors in judgment or for any act or omission believed by them in good faith to be within the scope of authority conferred upon them by this Declaration, except that the Trustees and officers of the Foundation shall be liable for acts and omissions involving their recklessness or willful misconduct in bad faith. Except for acts of omission that constitute recklessness or willful misconduct in bad faith, the Grantors intend that each Trustee be expressly exculpated and released from any and all liabilities, claims, damages or other items with respect to the Foundation, its beneficiaries, and any other Person. The fact that the Trustees or officers of the Foundation have obtained the advice of legal counsel for the Foundation that any act or omission by them is within the scope of the authority conferred upon them by this Agreement, shall be conclusive evidence that they believed in good faith such act or omission to be within the scope of the authority conferred upon them by this Agreement, but the Trustees or officers shall not be required to procure such advice to be entitled to the benefits of the preceding sentence.

Section 8.2 Indemnification. The Foundation shall indemnify each Trustee and each officer, agent or other Person providing services to or acting on behalf of the Foundation in respect of any payment made, personal liability incurred by him or her or any other item (A) in the ordinary and proper conduct of the Foundation’s business, (B) for the preservation of the Foundation’s business or property, or (C) with respect to any other act or omission pursuant to this Declaration. The Foundation is not required to indemnify a Trustee, officer or Person in respect of payments made or liability incurred by it if such payments or incurrences were made or incurred as a result of the recklessness or willful misconduct in bad faith of the Trustee, officer or other Person seeking indemnification. Such indemnification shall include, but is not limited to, indemnification for the costs and expenses of any threatened, pending or completed action,
suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Foundation), by reason of the fact that the Person to be indemnified is or was a Trustee or officer of the Foundation. If a Trustee, officer, or other Person is entitled to indemnification with respect to a matter, the costs and expenses to be indemnified shall include, without limitation, attorneys’ fees, filing fees, court reporters’ fees and transcript costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

Section 8.3 **Insurance.** The Foundation may purchase and maintain insurance or furnish similar protection for such person who is or was a Trustee or officer of the Foundation, or is or was serving at the request of the Foundation as a manager, employee, consultant or agent of the Foundation, against any liability asserted against him or her and incurred in any such capacity, or arising out of his or her status as such, whether or not the Foundation would have the obligation or the power to indemnify him against such liability under the provisions of this Article VIII.

**Article IX**

**Miscellaneous Provisions**

Section 9.1 **Governing Law.** The validity of this trust instrument and the construction of its provisions shall be governed by the laws of the State of Nevada in force from time to time. This Section shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state or country.

Section 9.2 **Invalid Provisions.** If any provision of this trust instrument is invalid, void or unenforceable, then the balance of the provisions hereof shall remain operative and shall be carried into effect. If any clause or provision of this trust instrument violates any provision of law, or otherwise will or may result in the Foundation not being described as an
organization organized and operated in accordance with the requirements of Section 501(c)(3) of the Code, then such provision shall automatically be stricken and shall not be part of the provisions of this trust instrument.

Section 9.3 Heading. Clause headings are not part of this trust instrument.

Section 9.4 Gender. Whenever it shall be necessary to interpret this trust instrument, the masculine, feminine and neuter personal pronouns may be construed interchangeably, and the singular shall include the plural and the plural the singular.

Section 9.5 Bond. No bond or other security shall be required at any time from any Trustee.

Section 9.6 Dealing with Securities. The issuer (including transfer agents) or custodian of any shares of stock or mutual funds shall be under no liability to see to the Foundation’s proper administration. Upon the transfer of the right, title and interest in and to such shares by the Foundation upon the signature of any Trustee hereunder, such issuer or custodian shall conclusively treat the transferee as the sole owner of such shares. If any shares, cash, or other property shall be distributable at any time under the terms thereof, such issuer or custodian is fully authorized to pay, deliver and distribute the same to the Foundation and shall be under no liability to see to the proper application thereof. Until the issuer, custodian, or transfer agent shall receive from some person interested in this Foundation written notice of any event upon which the right to receive may depend, the issuer, custodian, or transfer agent shall incur no liability for payments made in good faith to persons whose interests shall have been affected by such event. The issuer, custodian, or transfer agent shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper person.
Section 9.7 Counterparts. This Declaration may be executed in several counterparts and all executed counterparts shall constitute one Declaration, binding on all parties, whether or not all parties have executed the original or the same counterparts.

IN WITNESS WHEREOF, this Declaration of Trust of the James E. and Beverly Rogers Foundation is executed and delivered as of the Effective Date set forth above.

Grantors:

_________________________________
Beverly Rogers, on behalf of herself
Individually and as the personal representative of the Estate of James E. Rogers and as Trustee of the James E. Rogers Trust

Trustees:

______________________________
Beverly Rogers (Founder Trustee)

______________________________
Rory Reid (Chairman and Successor Founder Trustee)

______________________________
Marcia Turner (UNLV Trustee)

______________________________
Bart Patterson (UNLV Trustee)

Supported Organization

______________________________
Carol C. Harter, Executive Director of the Black Mountain Institute as agent for and acting on behalf of the Board

Supported Organization

______________________________
Marc L. Miller, Dean of the University of Arizona James E. Rogers College of Law as agent for and acting on behalf of the
Exhibit 1.2

Foundation Address

Mailing Address:

James E. and Beverly Rogers Foundation
c/o Intermountain West Communications Company
1500 E. Foremaster Lane
Las Vegas, NV 89101
Exhibit 1.3
Initial Assets

$100
Exhibit 6.2.1

CONFLICT OF INTEREST POLICY
JAMES E. AND BEVERLY ROGERS FOUNDATION
CONFLICT OF INTEREST POLICY

Article I
Purpose

The purpose of the conflict of interest policy is to protect the interest of the James E. and Beverly Rogers Foundation (“Foundation”) when it is, or may be, contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, agent, trustee or director of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person. Any director, trustee, agent, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,

   b. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**Article III**

**Procedures**

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board of Trustees considering the proposed transaction.

2. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Trustees meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest.**

   a. An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
b. The chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested officers whether the transaction or arrangement is in the Foundation’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

a. If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the Board shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature
of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board’s decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the Board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that compensation.

b. No voting member of the Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Statements

Each principal officer and member of the Board shall sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
Article VII

Periodic Reviews

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. whether compensation arrangements and benefits are reasonable based on competent survey information, and the result of arm’s length bargaining.

b. Whether partnerships, joint ventures and arrangements conform to the Foundation’s written policies, are properly recorded, reflect investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.