

EXHIBIT “1”

**FIRST AMENDMENT TO AGREEMENT TO TOLL STATUTES OF LIMITATION
AND STATUTES OF REPOSE**

This amends that certain tolling agreement ("Tolling Agreement"), made effective on the 13th day of December, 2018 ("Effective Date"), by and between Allen Advertising, Inc. ("Allen Advertising"), on one hand, and, Shelley D. Krohn, as the Chapter 7 Trustee (the "Trustee") appointed for the bankruptcy estate of In re Robert C. Graham, Ltd. (BK-S- 16-16655-BTB) (the "Estate") on the other hand. Allen Advertising, the Estate, and the Trustee shall collectively be referred to herein as the "Parties," or individually, as a "Party." The Tolling Agreement is amended as follows:

Paragraph 3 of the Tolling Agreement provided:

The Parties agree that the Limitations Period with respect to the Claims are hereby tolled and shall cease to run from the Effective Date through and including January 31, 2019. Accordingly, if the Trustee, the Estate or any party authorized by the Bankruptcy Court to act on behalf of the Estate, commences any such action or proceeding against Allen Advertising, with respect to the Claims on or before January 31, 2019 (the "Tolling Period"), then such action or proceeding shall be deemed to have been filed and commenced on the Effective Date for the purposes of any applicable Limitations Period. In the event the Trustee and/or the Estate abandon any or all of the Claims, including abandonment during the pendency of the Tolling Period, the Tolling Period shall be extended for the Debtor only by a period of sixty (60) days from the date of the abandonment (the "Debtor's Tolling Period"). Abandonment shall be completed only by the entry of a court order or upon closures of the case by the Court Clerk without Trustee's administration of the Claims.

Paragraph 3 is hereby amended to read:

The Parties agree that the Limitations Period with respect to the Claims are hereby tolled and shall cease to run from the Effective Date through and including April 1, 2019. Accordingly, if the Trustee, the Estate or any party authorized by the Bankruptcy Court to act on behalf of the Estate, commences any such action or proceeding against Allen Advertising, with respect to the Claims on or before April 1, 2019 (the "Tolling Period"), then such action or proceeding shall be deemed to have been filed and commenced on the Effective Date for the purposes of any applicable Limitations Period. In the event the Trustee and/or the Estate abandon any or all of the Claims, including abandonment during the pendency of the Tolling Period, the Tolling Period shall be extended for the Debtor only by a period of sixty (60) days from the date of the abandonment (the "Debtor's Tolling Period"). Abandonment shall be completed only by the entry

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Paragraph 6 of the Tolling Agreement provided:

This Agreement is not intended to serve as a forbearance on behalf of the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate, from commencing an action against Allen Advertising prior to January 31, 2019, or expiration of the Debtor's Tolling Period. The terms of any such forbearance are subject to the terms of any contemplated settlement agreement between the Parties. This Agreement shall expire at 11:59 p.m., prevailing Pacific Standard Time, on January 31, 2019, or upon expiration of the Debtor's Tolling Period, unless renewed, extended or terminated by written instrument signed by the authorized representative of each Party.

Paragraph 6 is hereby amended to read:

This Agreement is not intended to serve as a forbearance on behalf of the Trustee, the Debtor, the Estate, or any party authorized by the Bankruptcy Court to act on behalf of the Estate, from commencing an action against Allen Advertising prior to April 1, 2019, or expiration of the Debtor's Tolling Period. The terms of any such forbearance are subject to the terms of any contemplated settlement agreement between the Parties. This Agreement shall expire at 11:59 p.m., prevailing Pacific Standard Time, on April 1, 2019, or upon expiration of the Debtor's Tolling Period, unless renewed, extended or terminated by written instrument signed by the authorized representative of each Party.

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IN WITNESS WHEREOF, the Parties have signed this first amendment to the Tolling Agreement in multiple counterparts.

Executed this 31 day of January, 2019.

Shelley D. Krohn, Chapter 7 Trustee



Executed this ____ day of January, 2019.

Counsel for Shelley D. Krohn, Chapter 7 Trustee

Jacob L. Houmand, Esq. (NV Bar No. 12781)
Kyle J. Ortiz, Esq. (NV Bar No. 14252)
Houmand Law Firm, Ltd.
9205 West Russell Road, Building 3, Suite 240
Las Vegas, NV 89148

Executed this ____ day of January, 2019.

Allen Advertising

Executed this ____ day of January, 2019.

Counsel for Allen Advertising

Gail R. Godorov, President

Erik H. Zentz, Esq. (NV Bar No. 10286)
Zentz & Zentz
601 S. 10th Street, Suite 102
Las Vegas, NV 89101

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IN WITNESS WHEREOF, the Parties have signed this first amendment to the Tolling Agreement in multiple counterparts.

Executed this ____ day of January, 2019.

Shelley D. Krohn, Chapter 7 Trustee

Executed this 31st day of January, 2019.

Counsel for Shelley D. Krohn, Chapter 7 Trustee



Jacob L. Houmand, Esq. (NV Bar No. 12781)
Kyle J. Ortiz, Esq. (NV Bar No. 14252)
Houmand Law Firm, Ltd.
9205 West Russell Road, Building 3, Suite 240
Las Vegas, NV 89148

Executed this ____ day of January, 2019.

Allen Advertising

Gail R. Godorov, President

Executed this ____ day of January, 2019.

Counsel for Allen Advertising

Erik H. Zentz, Esq. (NV Bar No. 10286)
Zentz & Zentz
601 S. 10th Street, Suite 102
Las Vegas, NV 89101

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Period. In the event the Trustee and/or the Estate abandon any or all of the Claims, including abandonment during the pendency of the Tolling Period, the Tolling Period shall be extended for the Debtor only by a period of sixty (60) days from the date of the abandonment (the "Debtor's Tolling Period"). Abandonment shall be completed only by the entry of a court order or upon closures of the case by the Court Clerk without Trustee's administration of the Claims.

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Counsel for Shelley D. Krohn, Chapter 7 Trustee

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