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RECORDING REQUESTED BY:

North American Deed Company
2700 E. Sunset Rd, Suite 20
Las Vegas, NV 89120-3519
PH: 888-715-6400

AFTER RECORDING MAIL TO:

John S. Pringle
114 Rutland Street
Watertown, MA 02472

MAIL TAX STATEMENT TO:

John S. Pringle
114 Rutland Street
Watertown, MA 02472

RPTT: \$0.00 - Exempt (8)

Exempt (8): A transfer of title to or from a trust, if the transfer is made without consideration.

APN: 05-084-017

GRANT, BARGAIN, SALE DEED
TITLE OF DOCUMENT

THIS INDENTURE WITNESSETH THAT,

John S. Pringle, an unmarried man

For no consideration, do(es) hereby Grant, Bargain, Sell and Convey unto:

John S. Pringle, Trustee of J.S. Pringle Nominee Trust u/d/t dated
March 6, 2000

, as described on that Certificate of Trust attached hereto as Exhibit "A"

ALL that real property situated in the County of **Douglas**, State of **Nevada**, more particularly described in Exhibit "B", attached hereto

Prior Recorded Doc. Ref.: Joint Tenancy Deed: Recorded June 5, 1986; BK686, PG408, Doc. No. 135814

- Subject To:
1. Taxes for the Current fiscal year, paid current
 2. Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record, if any.

WITNESS my/our hand(s), this 10th day of June, 2000.

SEAL

John S. Pringle
COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY

NOTARY STAMP/SEAL

This instrument was acknowledged before me, this 10th day of June, 2000, by **John S. Pringle.**

Notary Public
My Commission Expires: _____

SEAL

GERTRAUDE ROSSNER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2005

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**THE J. S. PRINGLE NOMINEE TRUST
(FOR REAL ESTATE)**

DECLARATION OF NOMINEE TRUST

The undersigned, JOHN S. PRINGLE, of 114 Rutland Street, Watertown, Middlesex County, Massachusetts 02472, hereby declare that any and all property and interest in property that may be transferred to such persons as Trustees hereunder (the "Trust Estate"), shall be held in trust, for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall mean Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof. The name of this trust shall be "J. S. PRINGLE NOMINEE TRUST".

1. BENEFICIARIES.

The term "beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee. In all cases, where any action of beneficiaries is required, a majority in interest of the beneficiaries shall be sufficient for the Trustee to act.

2. DUTIES OF TRUSTEE.

The Trustee shall hold the principal of this Trust for the benefit of the beneficiaries, and shall immediately pay over any income received to the beneficiaries in proportion to their respective interests.

3. POWERS OF THE TRUSTEE.

The Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall have the power in any jurisdiction:

- a. To buy or otherwise acquire, to hold, to exchange or partition, to sell at public or private sale, and to mortgage, pledge or otherwise encumber or dispose of all or any part of the Trust Estate in any jurisdiction; and to execute any and all deeds, promissory notes, mortgages and other instruments necessary or appropriate therefor;

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b. To adjust boundaries of the Trust Estate; to grant, acquire, make or release easements, restrictions, licenses, conditions, stipulations and covenants affecting the Trust Estate; and to lease and sublease all or any part of the Trust Estate for such term(s) and on such terms as the Trustee deems advisable;

c. To subdivide the Trust Estate into one or more parcels; to improve the Trust Estate by constructing and installing roads, drives, utilities, drainage structures and facilities and other site improvements of every character; and to construct buildings, structures and improvements on the Trust Estate;

d. To establish with respect to all or part of the Trust Estate one or more condominiums pursuant to the applicable provisions of Massachusetts law and in connection therewith to execute and cause to be recorded one or more Master Deeds and associated condominium documents;

e. To prosecute applications in any jurisdiction for all approvals, licenses, permissions, permits and consents from all Federal, State and local governmental agencies which are deemed necessary or desirable for the subdivision, development, improvement, management, operation or sale or exchange of the Trust Estate;

f. To submit and prosecute applications for abatements of real estate taxes and assessments;

g. To contest or compromise any claims in favor of or against or in any way related to the Trust Estate;

h. To delegate to any person, firm or entity, acting singly or together with others, and whether or not any of them may from time to time serve as Trustee hereunder, full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purposes and to whomsoever payable, including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the Trust. Any and all instruments executed pursuant to such directions may create obligations extending over any periods of time, including periods beyond any possible termination date of the Trust. Notwithstanding any provision contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him or her in any personal liability unless first indemnified to his or her satisfaction. Any person dealing with the trustee shall be fully protected in accordance with the provisions of paragraph 7 hereof.

4. TERMINATION.

The Trust may be terminated at any time by any one or more of the beneficiaries by notice in writing to the Trustee, but such termination shall only be effective when a Certificate thereof signed and acknowledged by a Trustee hereunder shall be recorded with the Registry as defined in Paragraph 9 or in any other jurisdiction; and the Trust shall terminate in any event eighty-nine (89) years from the date hereof. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other

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encumbrances on the Trust Estate, to the then beneficiaries as tenants in common in proportion to their respective interests hereunder.

5. RESIGNATION AND APPOINTMENT OF SUCCESSOR TRUSTEE.

Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry. Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all the beneficiaries, provided in each case that such instrument or instruments, or a Certificate signed by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with the Registry. Upon the appointment of any succeeding or additional Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding or additional Trustee, and said Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. If for any reason the original Trustee, or if there shall be more than one of them, all original Trustees, shall fail to serve because of death, resignation or incapacity, the following shall serve as Successor Trustees in the order named:

**BRUCE B. PRINGLE
LLOYD E. PRINGLE**

If more than two individuals are named as co-trustees, a majority of the then serving trustees are sufficient to act.

6. AMENDMENT.

This Declaration of Trust may be amended from time to time by an instrument in writing signed by all the beneficiaries and acknowledged by one or more of the beneficiaries, provided in each case that the instrument of amendment, or a certificate by any Trustee setting forth the terms of such amendment, shall be recorded with the Registry prior to the amendment being effective as to any party who does not have actual notice hereof.

7. TRUSTEE LIABILITY, RELIANCE OF PURCHASERS AND OTHERS.

No Trustee hereunder shall be liable for any error of judgment or for any loss arising out of any act or omission in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the Trustee or any successor Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument

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or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on a Certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

8. NO PERSONAL LIABILITY.

The Trustee shall have no power or authority to incur any liability on behalf of any beneficiary or make any contract binding upon the beneficiary. No Trustee or beneficiary of this Trust shall be held personally or individually liable for any of the obligations incurred or entered into on behalf of the Trust and each person who deals with the Trustee shall look solely to the Trust Estate for satisfaction of any claims which such person may have against the Trust.

9. RECORDATION.

The term "Registry" as used herein shall mean the Registry of Deeds provided where this Declaration of Trust is recorded or filed for registration in any public office within or without the Commonwealth of Massachusetts. Any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in other public office, in order to constitute notice to persons not parties thereto, may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry" as used herein shall mean such public office.

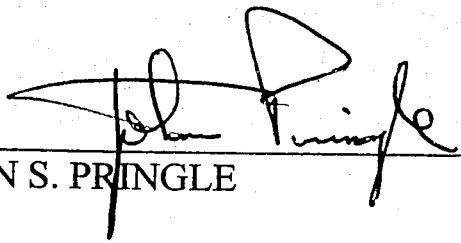
10. MISCELLANEOUS.

Whenever applicable, the use of the singular number herein shall include the plural and the use of the plural shall include the singular number. The use of the masculine gender shall also include the feminine, whenever applicable. All paragraph titles are supplied for convenience of reference only and shall not govern the remaining articles or general interpretation of this Declaration of Trust.

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WITNESS the execution hereof under seal by the undersigned this date of
MAR 06 2000



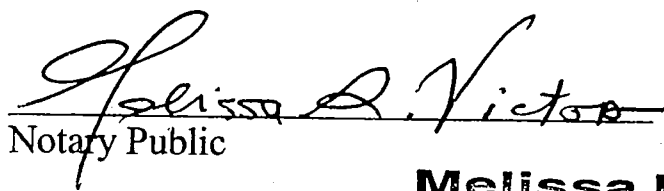
JOHN S. PRINGLE

COMMONWEALTH OF MASSACHUSETTS)

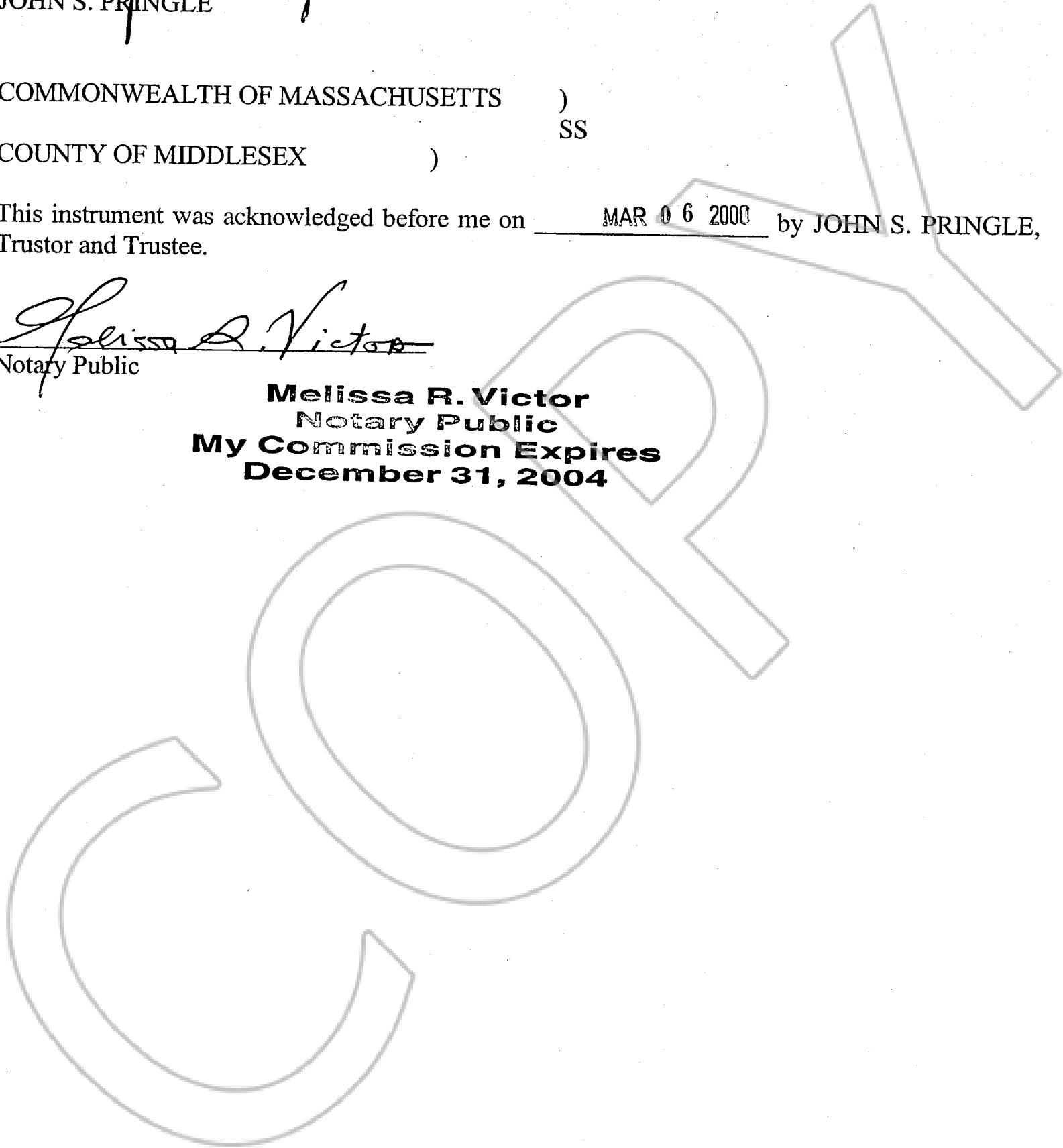
SS

COUNTY OF MIDDLESEX)

This instrument was acknowledged before me on MAR 06 2000 by JOHN S. PRINGLE,
Trustor and Trustee.


Notary Public

Melissa R. Victor
Notary Public
My Commission Expires
December 31, 2004



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EXHIBIT "B"
LEGAL DESCRIPTION

Beginning at the Northeast corner of Lot 5 in Block "E" ZEPHYR COVE PROPERTIES in Section 10, Township 13 North, Range 18 East, M.D.B. & M., according to the official amended map of Block "E" of ZEPHYR COVE PROPERTIES in Section 10, Township 13 North, Range 18 East, M.D.B. & M., filed in the office of the County Recorder of Douglas County, State of Nevada, on August 5, 1935; thence South 47°34' West 118.8 feet on the North line of Lot 5; thence South 0°24' West 100.0 feet between Lots 5 and 6; thence North 64°51' East 106.8 feet; thence North 03°32' West 135 feet between Lots 1 and 5, Block "E" to the place of beginning. EXCEPTING therefrom a perpetual, but not an exclusive easement for a walk way being 4 feet 4 inches in width along the Westerly side of said premises and 4 feet 4 inches in width along the Easterly side of said premises to be reserved unto Mrs. Carrie Anderson Traner and Fred W. Traner, her husband, of the City of Reno, Washoe County, State of Nevada, their heirs and assigns, for the purpose of ingress and egress to and from the Southerly portion of Lot 5 in said Block E.

APN 05-084-01-7

COOPER

REQUESTED BY
North American Deeds
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 NOV -9 AM 2:12

LINDA SLATER
RECORDER

\$13⁰⁰ PAID *KJ* DEPUTY

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EXHIBIT B