

17-
RECORDING REQUESTED BY 1:33:17 PM
Kelsey Phillips and Andrew Phillips

AND MAIL TAX STATEMENT TO:
United Exchange, Inc.
4601 W. Walnut Street
Soquel, CA 95073

DOC # 0641086
04/06/2005 04:02 PM Deputy: PK

OFFICIAL RECORD
Requested By:
COASTAL PROCESSING INC

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0405 PG- 2295 RPIT: # 6



SPACE ABOVE THIS LINE FOR RECORDERS USE

Parcel No. 1420-33-212-009

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARES) THAT
DOCUMENTARY TRANSFER TAX IS: \$ 0 , which is

computed on full value of property conveyed, or computed on full value less liens or encumbrances remaining at the time of sale, for property located in Minden, NV. Transferring into trust for estate planning purposes/for the benefit of the grantor. Not pursuant to a sale of the property located at 1299 Bridle Way, Minden, NV.

FOR A VALUABLE CONSIDERATION, Andrew Phillips and Kelsey Phillips, Husband and Wife as Community Property, hereby GRANTS to United Exchange, Inc., Trustee of the 1299 Bridle Way Trust UAD 12/22/2004, the following described real property in the County of Douglas, State of Nevada: 1299 Bridle Way, Minden, NV, see Exhibit "A".

Date: 3/16/2005

Kelsey Phillips
Kelsey Phillips

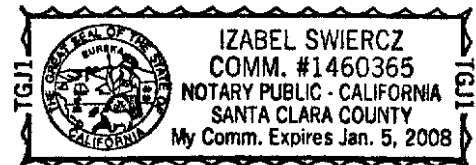
Andrew Phillips
Andrew Phillips

STATE OF CALIFORNIA }
COUNTY OF ~~SANTA CRUZ~~^{Santa Clara} } S.S.

On March 16th 2005, before me, Isabel Swiercz, a Notary Public in and for said County and State, personally appeared Kelsey Phillips and Andrew Phillips personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Isabel Swiercz



(This area for official notarial seal)

DEED ADDENDUM

United Exchange, Inc. as Trustee of the 1299 Bridle Way Trust, (hereafter referred to as "Grantee"). The property herein conveyed shall stand as sole security for obligations of Grantees hereunder.

TO HAVE AND TO HOLD the said described premises with all the members, rights and appurtenances upon the trust and for the uses and purposes herein and in the existing Declaration of Trust Agreement of the herein named Trust which has been previously created.

Full power and authority is hereby granted to said Trustee to purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 20 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

In no case shall any party dealing with said Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Declaration of Trust Agreement and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of said Trustee, in its own name as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this deed. Any litigation arising in connection with this document will be adjudicated under the laws of the State of California. In the event any portion of this agreement shall be found to be not supportable under California Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without

DEED ADDENDUM - Page 1



exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included herein. The following individual(s) shall be Successor Trustee(s) with the same powers as stated herein: William D. Underwood. It is the intent of Grantor(s) to create this Trust and the Grantor(s) fully warrant(s) the title to said real estate and will defend the same against the lawful claims of all persons whomever. The interest of each and every beneficiary hereunder and under the Declaration of Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

COPY



Exhibit "A"

Legal Description for real property located at 1299 Bridle Way, Minden, NV

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

Lot 129, Block B, as shown on the Final map of Wildhorse UNIT 4, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 12, 1990 in Book 1290, Page 3944, as Document No. 241974.

APN: 1420-33-212-009