

Case Number: 729562

Case Name: PROGRESSIVE HARDWOODS VS DENNIS (HUNTED)

FILED

Street Canyon LTD
933 S. Pough Street, Suite 200
Las Vegas, NV 89101

I, STEPHEN THUNBERG, Clerk of the Superior Court of the State of California for the County of San Diego, which is a court of record having a seal, certify that by law I have custody of the seal and all the records, books and documents of or pertaining to said court.

OFFICE OF
DOUGLAS COUNTY
DISTRICT COURT CLERK

I further certify that the document or documents described below and annexed hereto contains a full, true and correct copy of the original document or documents of or pertaining to the Superior Court which is/are on file in my office.

JUDGMENT BY DEFAULT BY COURT FILED ON AUGUST 4, 1999. *****

WITNESS my hand and the seal of the court this

26 day of AUGUST, 1999

Stephen Thunberg

STEPHEN THUNBERG
Clerk of the Superior Court of the State of California
for the County of San Diego

I, WAYNE L PETERSON, Judge of the Superior Court of the State of California for the County of San Diego, certify that STEPHEN THUNBERG whose signature is affixed to the above certificate, is the Clerk of the Superior Court of the State of California for said County. As such clerk, he is the proper certifying officer of the court, and by law has custody of the seal and all the records, books and documents of or pertaining to the court, and his certificate is in due form as used in this state.

IN WITNESS WHEREOF I have hereunto set my hand this

26 day of AUGUST, 1999

Wayne L Peterson

Judge of the Superior Court of the State of California
for the County of San Diego

I, STEPHEN THUNBERG, Clerk of the Superior Court of the State of California for the County of San Diego which is a court of record having a seal, certify that the Honorable WAYNE L PETERSON, whose name is subscribed to the above certificate of qualification, was at the date thereof a Judge of the Superior Court of the State of California, for the County of San Diego, duly appointed or elected and qualified and acting; that said judge is authorized to make such certificates; that full faith and credit are due the official acts as such judge. I further certify that the signature subscribed on the certificate is genuine and that the certificate is executed according to the laws of the State of California.

WITNESS my hand and the seal of the court this

26 day of AUGUST, 1999

Stephen Thunberg

STEPHEN THUNBERG
Clerk of the Superior Court of the State of California
for the County of San Diego

0479281

BK1099PG4016

Geoffrey Crisp, Bar No: 110921
CADDEN, FULLER & BURKHALTER LLP
2010 Main Street, #960
Irvine, CA 92614
ATTORNEY FOR (Name): Progressive Hardwoods, L.P.

FILED
STEPHEN THUNBERG
Clerk of the Superior Court

AUG - 4 1999

By: J. PETERSON, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

- CENTRAL COURT, 220 W. BROADWAY, SAN DIEGO, CA 92101-3409
- NORTH COUNTY BRANCH, 325 S. MELROSE, VISTA, CA 92083-6627
- EAST COUNTY COURT, 250 E. MAIN, EL CAJON, CA 92020-3913
- SOUTH BAY COURT, 500 THIRD, CHULA VISTA, CA 91910-5694

CLERK'S USE ONLY

PLAINTIFF(S) Progressive Hardwoods, L.P.

DEFENDANT(S) Dennis Hunt, an individual

**JUDGMENT BY DEFAULT BY COURT
(CCP 585)**

CASE NUMBER

729562

The defendant(s) Dennis Hunt, an individual

having been regularly served with summons and a copy of the complaint, and having failed to appear and answer said complaint within the time allowed by law, and upon application of plaintiff(s) to the Court, the default of said defendant(s) having been entered, and after having considered the evidence:

JUDGMENT IS ENTERED in favor of plaintiff(s) Progressive Hardwoods, L.P.

to have and recover from said defendant(s) the following sums:

Principal Amount	\$	<u>46,712.26</u>
Interest	\$	<u>2,866.43</u>
Costs	\$	<u>615.78</u>
Attorney Fees	\$	<u>3,902.50</u>
Total	\$	<u>54,096.97</u>

AUG - 4 1999

Date: _____

Judith McConnell
JUDITH McCONNELL

Judge of the Superior Court

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APPLICATION FOR CREDIT

PHLP USE ONLY

Progressive Hardwoods, L.P.
775 Anita Street, Suite C
Chula Vista, CA 91911
(619) 628-1060
FAX: (619) 628-1063



Credit Rep:	<u>STUCO</u>
Account No.:	<u>81</u>
Salesperson:	<u>81</u>
Taxable:	<u>NO</u>
Tax Card Rec?	<u>YES</u>
Options:	_____
Rate:	_____

Date: 2/12/97

Company Name: SBH, INC.

Mailing Address: 1225 30th STREET

City: S.D. State: CA Zip: 92154

County: S.D. Type of Business: Woodworking

Telephone: (619) 645-8732 Fax: _____

Shipping Address: 1225 30th STREET

City: S.D. State: CA Zip: 92154

Type of Entity: Corp. Partnership _____ Individual _____

Date Business Started: 6/89 Annual Sales: 1,000,000

Approximate Monthly Lumber Purchase Amount: 25,000

Square Footage of Building Operating In: 14,000 SF

Officers - Partners - Owners Information

1. Name DENNIS HUNT S.S. # [REDACTED] 2247

Address PO BOX 462564 ESCALON 92046 Phone (619) 645-8732

2. Name _____ S.S. # _____

Address _____ Phone _____

3. Name _____ S.S. # _____

Address _____ Phone _____

Federal ID #: 33-0457442

Do You Pay Sales Tax?: Yes No

(If no, you must sign the certificate on the back of this form, or we will charge you sales tax).

Financial Info.: Bank WELLS FARGO BANK Branch: Escalado

Telephone #: (619) 737-8338 Contact Person: COLLEEN MAGEE

Account No.: Checking 0760-07616

0479281

Will you provide a financial statement? Yes No

Do you own or lease _____ your equipment?

List your equipment / vehicle make & model

Do you rent or own _____ your building?

From whom? Name Theodore A. Krauss, Trustee
Address _____
Phone _____

Credit References:

1. Name ~~Walter Krauss~~ } ~~Walter Krauss~~ Phone _____
Address _____

2. Name Walter Equipment Services Phone (619) 474-5984
Address National City, CA

3. Name NENE MFG - LA Phone (213) 890-4449
Address BOB

4. Name D&D SAW Phone (619) 280-9320
Address SAN Diego CA

We hereby jointly and severally agree to pay your account (if opened) according to your terms of sale, and to pay interest at the rate of 1 1/2% per month on all amounts in arrears as outlined in your terms and conditions of sale, together with costs of court and attorney's fees incurred, whether before or after commencement of legal action.

We hereby authorize **Progressive Hardwoods, L.P.** to obtain and research credit reports directed to our business title as well as individually if necessary to complete the processing of said application for an account with Progressive Hardwoods, L.P. We further state that all information being supplied is true and correct to the best of our knowledge.

X Signed: *Do* Date: 2/12/97

Note: An application for open account terms will not be approved unless this document is signed by a corporate officer, a partner of the proprietor, whichever is applicable.

All credit information will be kept private and confidential.

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UNCONDITIONAL PERSONAL GUARANTY

FOR VALUABLE CONSIDERATION, the undersigned (hereinafter collectively referred to as "Guarantor") jointly and severally, unconditionally guaranty and promise to pay to **PROGRESSIVE HARDWOODS, L.P.** any and all indebtedness now owed by SBH, Inc. to Progressive Hardwoods and any and all indebtedness hereafter owed by SBH, Inc. to Progressive Hardwoods, whether owed pursuant to a written credit application, a written agreement for sales on account, written invoices or any other manner. The liability of Guarantor shall be unlimited in time and value.

Progressive Hardwoods may, without notice to Guarantor, in its absolute discretion and without in any way limiting Guarantor's liability under this Guaranty, amend any provisions of any agreement with SBH, Inc.

Progressive Hardwoods may proceed against Guarantor for the indebtedness guaranteed herein without taking any action against SBH, Inc. or any other guarantor and without proceeding against or exhausting any security or collateral Progressive Hardwoods holds. Moreover, Guarantor hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence.

No terms of provisions of this Guaranty may be changed, waived, revoked or amended without Progressive Hardwoods prior written consent. Moreover, should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all other provisions shall remain effective. Furthermore, this Guaranty embodies the entire agreement among the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements among the parties with respect to the matters set forth herein.

In the event of a breach by Guarantor of any provisions specified herein, Guarantor shall be liable for all costs and attorneys' fees incurred by Progressive Hardwoods in connection with enforcing the provisions of this Agreement. Moreover, in the event of an ambiguity in, or dispute regarding the interpretation of this Guaranty, the interpretation of this Guaranty shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

Dated: 2/12/99

[Signature]
Name of Guarantor (Signature)

DENNIS HUNT
Print Name

Dated: _____

Name of Guarantor

Print Name

Dated: _____

Name of Guarantor

Print Name

By: [Signature]
SA PATRICKSON, Deputy

JUDGEMENT RENDERED ON THIS INSTRUMENT ON
DATE: 8-4-99
IN SUPERIOR COURT, STATE OF CALIFORNIA, IN THE
COUNTY OF SAN DIEGO
STEPHEN THUNBERG, Clerk of the
Superior Court.
CASE NO. 7295202

0479281
(BK 1099 PG 4020)
BK 1099 PG 4020

SALES TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he is a Furniture Manufacturer
Specify nature of business

and that all of the tangible personal property purchased from:

is purchased for Wood & Wood Products and is so tax exempt.
The undersigned understands that in the event he or it uses, or consumes, the property purchased otherwise than as above specified, he or it becomes liable for the tax imposed by law in such cases and will report said tax direct to the Taxing Authority on his or its next regular Sales or Use Tax return.

STATE # SR FHB 25-915245

Firm SBH INC

CITY # _____

by Do not

If either of the above numbers are not filled in, please state reason. Show below any other Sales or Use License held by you.

Address 1225 30th STREET

Name (City/State) _____ License Number _____

City & State S.D, CA 92154

You will be billed for Sales Tax if this card is not returned to us by _____

Please Remit All Payments To:
Progressive Hardwoods, L.P.
P.O. Box 65599
Salt Lake City, Utah
84165

1800700

0479281

220 10000

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: September 15, 1999

B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas,

By: [Signature] Deputy

SEAL

0479281

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REQUESTED BY
Shea & Carlson Ltd.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 22 AM 11: 22

LINDA SLATER
RECORDER

\$13.00 PAID [Signature] DEPUTY