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APN# \_\_\_\_\_

Recording Requested by:

✓ Name DOWNEY BRAND, LLP

Address 427 West Plumb Lane

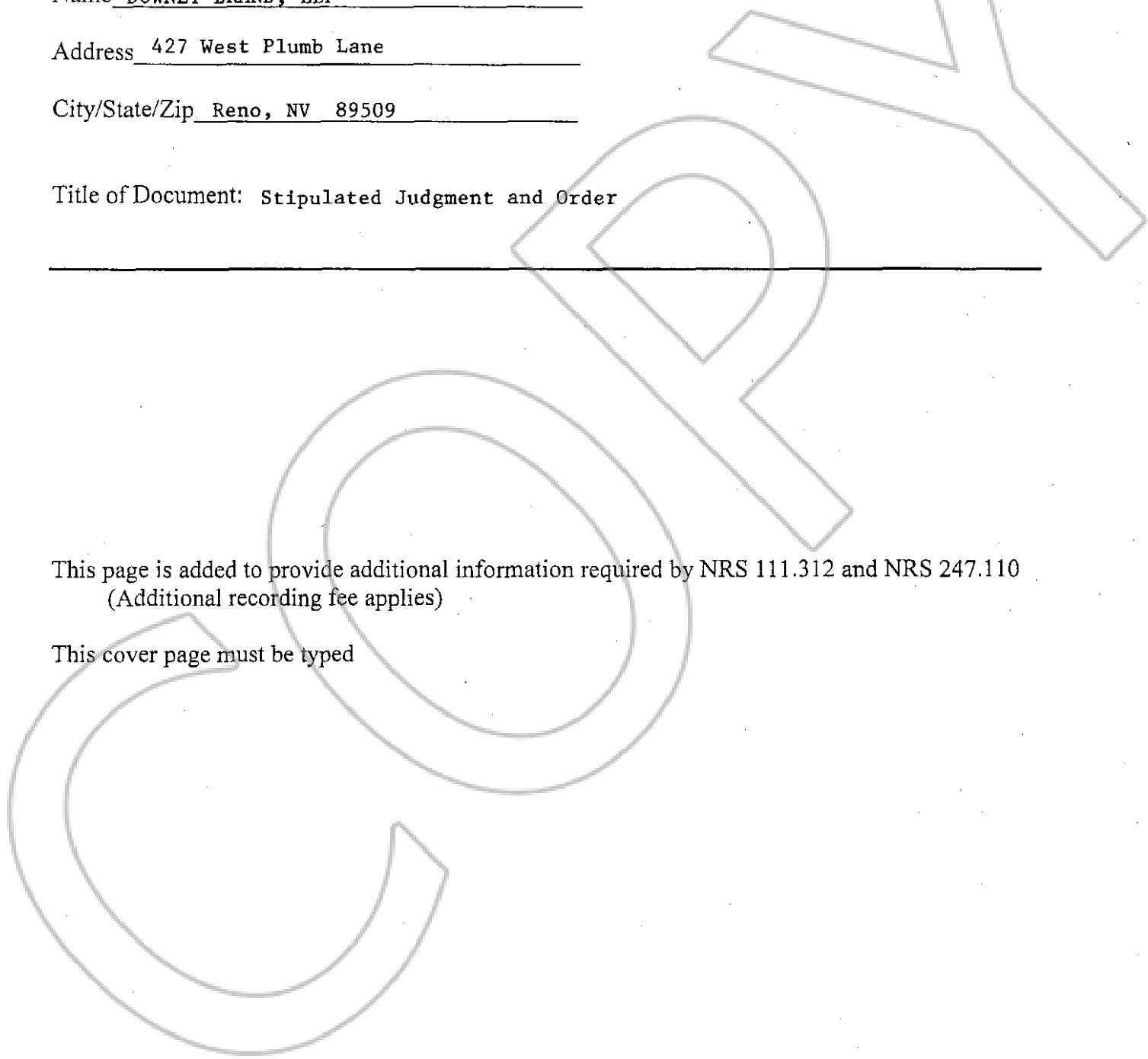
City/State/Zip Reno, NV 89509

Title of Document: Stipulated Judgment and Order

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This page is added to provide additional information required by NRS 111.312 and NRS 247.110  
(Additional recording fee applies)

This cover page must be typed



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BK1103PG00001

1 Code: 4050  
2 Sallie B. Armstrong, Esq., #001243  
3 ARMSTRONG • MILLER, LLP  
4 427 West Plumb Lane  
5 Reno, Nevada 89509  
6 Telephone: (775) 329-5900

7 *Attorneys for Berry-Hinckley Industries*

**FILED**

AUG 12 2002

RONALD A. LONGTIN, JR., CLERK  
By: \_\_\_\_\_  
DEPUTY

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR THE COUNTY OF WASHOE**

10 BERRY-HINCKLEY INDUSTRIES, a  
11 Nevada corporation, formerly known as  
12 Western Energetic Corp.,

13 Plaintiff,

Case No. CV01-02251

14 vs.

Dept. No. 6

15 HIGH SIERRA TREES &  
16 LANDSCAPING, LLC, a Nevada limited  
17 liability company, formerly known as  
18 High Sierra Native Trees; GAIL WILEY,  
19 an individual; and DOES I through X,  
20 inclusive,

21 Defendants.

**STIPULATED JUDGMENT AND  
ORDER**

22 Berry-Hinckley Industries ("Berry-Hinckley"), by and through its attorneys,  
23 Armstrong • Miller, LLP, and Defendant, Gail Wiley ("Wiley"), by and through his  
24 attorneys, Zeh, Saint-Aubin, Spoo & Hearne, having agreed to resolve any and all issues  
25 between them by way of settlement, hereby stipulate to judgment against Wiley and in favor  
26 of Berry-Hinckley as follows:

27 1. This action against Wiley has been resolved by way of settlement, which are  
28 the terms of this Stipulated Judgment.

29 2. Wiley agrees that judgment shall be entered against him and in favor of  
30 Berry-Hinckley in the principal amount of \$22,789.15, with interest thereon at the contract  
31 rate of 24% per annum, and attorneys fees and costs of \$2500.00 (the "Stipulated Judgment

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1 Balance"). Interest shall continue to accrue at the contract rate on the Stipulated Judgment  
2 Balance until this Stipulated Judgment is paid according to the terms set forth herein.

3 3. Wiley shall pay to Berry-Hinckley, in order to satisfy the Stipulated Judgment  
4 Balance, the discounted sum of \$15,000 if paid by December 31, 2002 or the discounted sum  
5 of \$16,000 if paid by March 31, 2003.

6 4. Wiley shall make installment payments to Berry-Hinckley to satisfy this  
7 Stipulated Judgment at the rate of \$1500 or more per month, effective as of May 2002 as  
8 follows. Wiley has paid the sum of \$1,500.00. On or before 10 days after this Stipulated  
9 Judgment is entered, Wiley shall pay the sum of \$3,000.00. On or before September 30,  
10 2002, a like sum (\$3,000.00) shall be paid. On or before October 30, 2002, the sum of  
11 (\$1500) shall be paid. Thereafter, the sum of \$1,500.00 shall be paid on or before the  
12 thirtieth day of each and every month thereafter (except for the February 2003 installment,  
13 which shall be paid no later than February 28, 2003) provided that the entire unpaid balance  
14 of this Stipulated Judgment shall be payable on or before March 30, 2003.

15 5. Failure to make timely installment payments as set forth in the previous  
16 paragraphs 4 and 5 shall be an event of default by Wiley entitling Berry-Hinckley to the  
17 rights and remedies set forth below.

18 6. All payments shall be made payable to Berry-Hinckley and evidenced by  
19 good and sufficient funds, and Wiley shall make such payments in care of Berry-Hinckley's  
20 counsel, Armstrong • Miller, LLP, at 427 West Plumb Lane, Reno, Nevada.

21 7. Wiley agrees to allow this Stipulated Judgment to be filed with the Clerk of  
22 the Court in exchange for a promise from Berry-Hinckley to take no action to enforce, or  
23 otherwise collect, upon this Stipulated Judgment while the installment payments are being  
24 made in accordance with this Stipulated Judgment.

25 8. Should Wiley default on any installment payment under this Stipulated  
26 Judgment and should such default not be cured within five calendar days after notice of such  
27 default (provided via facsimile in writing to Wiley in care of his attorneys) and/or should  
28 Wiley file a proceeding under Title 11 of the United States Code, the entire Stipulated

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STIPULATED JUDGMENT

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1 Judgment Balance, without discount and including prejudgment and postjudgment interest,  
2 at the contract rate, shall be due and payable immediately. Berry-Hinckley also shall be  
3 entitled to enforce, or otherwise collect, upon this Stipulated Judgment and to exercise all its  
4 other rights as allowed by law, including recording this Stipulated Judgment.

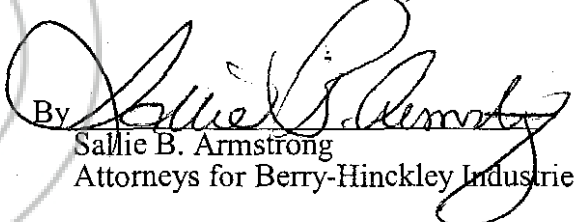
5 9. Should Wiley default on any payment under this Stipulated Judgment, Berry-  
6 Hinckley shall be entitled to the recovery of reasonable attorney fees and costs incurred in  
7 the recovery of the balance of this Stipulated Judgment. Otherwise, each party to this action  
8 shall bear its own attorney's fees and costs incurred as a result of the prosecution and  
9 defense of this action.

10 10. Berry-Hinckley shall retain a claim in the amount of the Stipulated Judgment  
11 Balance against Defendant High Sierra Trees & Landscaping, LLC ("High Sierra").  
12 However, in no event shall Berry-Hinckley be entitled to receive more than the Stipulated  
13 Judgment Balance set forth in Paragraph 2 above.

14 11. Upon timely completion of all installment payments due hereunder, Berry-  
15 Hinckley shall file a satisfaction of judgment.

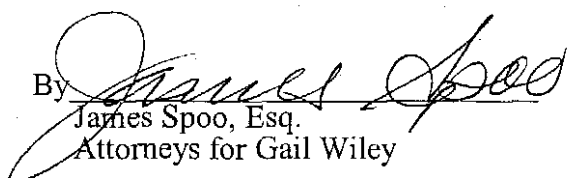
16  
17 DATED: this 7<sup>th</sup> of August, 2002

**ARMSTRONG • MILLER, LLP**

18  
19 By   
20 Sallie B. Armstrong  
21 Attorneys for Berry-Hinckley Industries

22 DATED: this 8<sup>th</sup> day of August, 2002

**ZEH, SAINT-AUBIN, SPOO & HEARNE**

23  
24 By   
25 James Spoo, Esq.  
26 Attorneys for Gail Wiley

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STIPULATED JUDGMENT

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**ORDER**

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

DATED this 8 day of August, 2002.

Print Name:

\_\_\_\_\_  
District Court Judge

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**SEAL**

**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: OCT 14 2003

RONALD A. LONGTIN, JR., Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By J. Davis Deputy

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