

SPECIAL VERDICT FORM

1. Do you find that defendant Hooper signed the three promissory notes, totalling \$995,000.00, on March 10, 1989?

YES NO

2. Do you find that the three 1989 notes were entered into to by defendant Hooper to raise capital for the \$570,000.00 advance to Robert Tyler?

YES NO

3. Do you find that the three 1989 notes, totalling \$995,000.00, included defendant Hooper's outstanding balance on six prior notes which were secured by his home on Shady Lane, his Ferrari, and the Cedar Crest Country Club, and dated, April 5, 1984; April 5, 1984; February 9, 1988; February 22, 1988; February 25, 1988; and, March 29, 1988?

YES NO

4. Do you find that the Plaintiffs have carried their burden of proof and proved that the three 1989 notes, sued on in this case, created a credit line?

YES NO

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In this case, the court will enter final judgment in accordance with your responses to the following questions.

5. Do you find that, pursuant to three promissory notes dated March 10, 1989, the plaintiffs loaned the following amounts of money to the defendants, at the times stated as follows, and are entitled to repayment with interest at 30% per annum from the date of each disbursement:

a. on or about March 10, 1989, the sum of \$570,000.00?

Yes No

b. on or about March 13, 1989, the sum of \$102,270.81?

Yes No

c. on or about March 21, 1989, the sum of \$30,000.00?

Yes No

d. on or about March 24, 1989, the sum of \$15,000.00?

Yes No

e. on or about March 24, 1989, the sum of \$3,000.00, in order to pay plaintiffs' (lenders') legal fees to Slocum, Boddie & Murray?

Yes No

(i) If "Yes," then do you find the said sum was reasonable?

Yes No

(ii) If "No", then how much of the fee, if any, was reasonable: \$ 2,500.-

f. on or about April 17, 1989, the sum of \$95,663.49?

Yes No

g. on or about April 19, 1989, in the amount of \$4,134.55, in order to pay closing costs to Estate Title & Escrow?

Yes No

h. on or about April 21, 1989, the sum of \$20,000.00?

Yes No

i. on or about April 21, 1989, the sum of \$10,000.00?

Yes No

j. on or about May 12, 1989, the sum of \$4,000.00?

Yes No

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k. on or about May 17, 1989, the sum of \$2,000.00?

Yes ✓ No

l. on or about July 25, 1989, the sum of \$10,000.00?

Yes ✓ No

m. on or about August 25, 1989, the sum of \$40,000.00?

Yes ✓ No

n. on or about October 19, 1989, the sum of \$88,954.25?

Yes ✓ No

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Do you find that the plaintiffs paid legal fees in the amount of \$18,473.63, on May 4, 1994, and that the legal fees related to the collection of the debt evidenced by the three promissory notes dated March 10, 1989?

Yes _____ No ✓

(i) If "Yes," then do you find the said sum was reasonable?

Yes _____ No _____

(ii) If "No", then how much of the fee, if any, was reasonable: \$ _____

7.
The parties have agreed that certain payments were made and properly applied to the debt under the three promissory notes dated March 10, 1989. There is a dispute regarding one payment. Was the payment of \$473,595.59, from the defendants to Alan Nash and Janet Nash, on or about June 26, 1989, properly applied by the plaintiffs to the six promissory notes made payable to Gemini Organization, Ltd., Alan Nash and Janet Nash, dated April 5, 1984, April 5, 1984, February 9, 1988, February 22, 1988, February 25, 1988, and March 29, 1988, or should the payment have been applied, as contended by the defendants, to the three promissory notes dated March 10, 1989, made payable to Gemini Organization, Ltd., and James E. Britt?

[CHOOSE a. OR b.]

a. ✓ the payment was properly applied to the six promissory notes dated April 5, 1984, April 5, 1984, February 9, 1988, February 22, 1988, February 25, 1988, and March 29, 1988.

OR

b. _____ the payment should have been applied to the three promissory notes dated March 10, 1989.

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