

will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all my instructions.
4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.
5. All the questions and answers are important. No one should say that any question or answer is not important.
6. Answer “yes” or “no” to all questions unless you are told otherwise. A “yes” answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than “yes” or “no,” your answer must be based on a preponderance of the evidence unless you are instructed otherwise.

The term “preponderance of the evidence” means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a “yes” answer, then answer “no.” A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

11. Unless otherwise instructed the answers to the questions must be based on the decision of at least ten of the twelve jurors. The same ten jurors must agree on every answer. Do not agree to be bound by a vote of anything less than ten jurors, even if it would be a majority.

12. In answering questions about damages, if any, you are not to consider any changes in the employment or compensation of David Hotze or Bruce Hotze, or changes in their status as members of the CECO board of directors.

13. In answering questions about damages, if any, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

14. The individual plaintiffs have asserted derivative claims by and on behalf of: In Management, LLC Inter Nos, Ltd., Inter Nos Space Plus, Ltd., Inter Nos Walker, Ltd., Inter Nos Springville, Ltd., Inter Nos Pipeline, Ltd., Inter Nos Odessa, Ltd., Inter Nos TP Investments, Ltd., and CECO.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

Definitions

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

As used in the following questions the following individuals or entities are defined as stated below:

“CECO” means Compressor Engineering Corporation.

“Outside Directors” means Peter Schwab, Thomas Blackburn, III, and Edward Mattingly.

“Troika Note” means the note between CECO and the Troika Partners dated February 25, 2015 (Defendants’ Exhibit 398)

QUESTION 1

Is the economic purpose of the following entities likely to be unreasonably frustrated?

Answer "Yes" or "No" as to each entity.

ANSWER:

- | | | |
|----|--------------------------------|-----------|
| a. | In Management, LLC | <u>No</u> |
| b. | Inter Nos, Ltd. | <u>NO</u> |
| c. | Inter Nos Space Plus, Ltd. | <u>NO</u> |
| d. | Inter Nos Walker, Ltd. | <u>NO</u> |
| e. | Inter Nos Springville, Ltd. | <u>NO</u> |
| f. | Inter Nos Pipeline, Ltd. | <u>NO</u> |
| g. | Inter Nos Odessa, Ltd. | <u>NO</u> |
| h. | Inter Nos TP Investments, Ltd. | <u>NO</u> |

QUESTION 2

Has Richard Hotze, Mark Hotze, or Steven Hotze engaged in conduct relating to the business of the following entities that makes it not reasonably practicable to carry on the business with them?

“Practicable” means capable of being put into practice or accomplished.

Answer “Yes” or “No” as to each individual and each entity.

ANSWER:

	Richard Hotze	Mark Hotze	Steven Hotze
a. In Management, LLC	<u>No</u>	<u>No</u>	<u>No</u>
b. Inter Nos, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
c. Inter Nos Space Plus, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
d. Inter Nos Walker, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
e. Inter Nos Springville, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
f. Inter Nos Pipeline, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
g. Inter Nos Odessa, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
h. Inter Nos TP Investments, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>

QUESTION 3

Do you find that it is not reasonably practicable to carry on the business of the following entities in conformity with the entity's governing documents?

Answer "Yes" or "No" as to each entity.

ANSWER:

- | | | |
|----|--------------------------------|-----------|
| a. | In Management, LLC | <u>No</u> |
| b. | Inter Nos, Ltd. | <u>No</u> |
| c. | Inter Nos Space Plus, Ltd. | <u>No</u> |
| d. | Inter Nos Walker, Ltd. | <u>No</u> |
| e. | Inter Nos Springville, Ltd. | <u>NO</u> |
| f. | Inter Nos Pipeline, Ltd. | <u>NO</u> |
| g. | Inter Nos Odessa, Ltd. | <u>NO</u> |
| h. | Inter Nos TP Investments, Ltd. | <u>NO</u> |

QUESTION 4

Did IN Management fail to comply with its duties to the following limited partnerships?

You are instructed that a partner owes the partnership and the other partners a duty of loyalty and a duty of care.

A partner's duty of care is to act in the conduct of the partnership business with the care an ordinarily prudent person would exercise in similar circumstances. You are instructed that an error in judgment does not by itself constitute a breach of the duty of care, and that a partner is presumed to satisfy the duty of care if the partner acts on an informed basis and in good faith and in a manner that the partner reasonably believes to be in the best interest of the partnership.

A partner's duty of loyalty includes (1) accounting to and holding for the partnership property, profit, or benefit derived by the partner in the conduct of the partnership business, or from use by the partner of partnership property; (2) refraining from dealing with the partnership on behalf of a person who has an interest adverse to the partnership; and (3) refraining from competing or dealing with the partnership in a manner adverse to the partnership.

A partner does not violate a duty merely because the partner's conduct furthers the partner's own interest.

A partner, in the partner's capacity as a partner, is not a trustee and is not held to the standards of a trustee.

Answer "Yes" or "No" as to each entity.

ANSWER:

- | | | |
|----|--------------------------------|-----------|
| a. | Inter Nos, Ltd. | <u>No</u> |
| b. | Inter Nos Space Plus, Ltd. | <u>No</u> |
| c. | Inter Nos Walker, Ltd. | <u>No</u> |
| d. | Inter Nos Springville, Ltd. | <u>No</u> |
| e. | Inter Nos Pipeline, Ltd. | <u>No</u> |
| f. | Inter Nos Odessa, Ltd. | <u>No</u> |
| g. | Inter Nos TP Investments, Ltd. | <u>No</u> |

QUESTION 5

Do you find that any of the following persons controlled the following entities?

You are instructed that a limited partner does not participate in the control of the business because the limited partner has or has acted in one or more of the following capacities or possesses or exercises one or more of the following powers:

(1) acting as:

(a) a contractor for or an officer or other agent or employee of the limited partnership;

(b) a contractor for or an agent or employee of a general partner;

(c) an officer, director, or stockholder of a corporate general partner;

(d) a partner of a partnership that is a general partner of the limited partnership; or

(e) a member or manager of a limited liability company that is a general partner of the limited partnership;

(2) acting in a capacity similar to that described in Subdivision (1) with any other person that is a general partner of the limited partnership;

(3) consulting with or advising a general partner on any matter, including the business of the limited partnership;

(4) proposing, approving, or disapproving, by vote or otherwise, as a limited partner, one or more of the following matters:

(a) the sale, exchange, lease, mortgage, assignment, pledge, or other transfer of, or granting of a security interest in, an asset of the limited partnership; or

(b) the incurring, renewal, refinancing, or payment or other discharge of indebtedness by the limited partnership.

Answer "Yes" or "No" as to each individual and each entity.

ANSWER:

	Richard Hotze	Mark Hotze	Steven Hotze
a. Inter Nos, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
b. Inter Nos Space Plus, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
c. Inter Nos Walker, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
d. Inter Nos Springville, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
e. Inter Nos Pipeline, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
f. Inter Nos Odessa, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>
g. Inter Nos TP Investments, Ltd.	<u>No</u>	<u>No</u>	<u>No</u>

If you have answered “Yes” to any subpart of Question 5, then answer the corresponding subpart of the following question. Otherwise, do not answer the following question.

QUESTION 6

Did Richard Hotze, Mark Hotze, or Steven Hotze fail to comply with their duties to the following limited partnerships?

You are instructed that a partner owes the partnership and the other partners a duty of loyalty and a duty of care.

A partner’s duty of care is to act in the conduct of the partnership business with the care an ordinarily prudent person would exercise in similar circumstances. You are instructed that an error in judgment does not by itself constitute a breach of the duty of care, and that a partner is presumed to satisfy the duty of care if the partner acts on an informed basis and in good faith and in a manner that the partner reasonably believes to be in the best interest of the partnership.

A partner’s duty of loyalty includes (1) accounting to and holding for the partnership property, profit, or benefit derived by the partner in the conduct of the partnership business, or from use by the partner of partnership property; (2) refraining from dealing with the partnership on behalf of a person who has an interest adverse to the partnership; and (3) refraining from competing or dealing with the partnership in a manner adverse to the partnership.

A partner does not violate a duty merely because the partner’s conduct furthers the partner’s own interest.

A partner, in the partner’s capacity as a partner, is not a trustee and is not held to the standards of a trustee.

Answer “Yes” or “No” as to each individual and each entity.

ANSWER:

	Richard Hotze	Mark Hotze	Steven Hotze
a. Inter Nos, Ltd.	_____	_____	_____
b. Inter Nos Space Plus, Ltd.	_____	_____	_____
c. Inter Nos Walker, Ltd.	_____	_____	_____

d.	Inter Nos Springville, Ltd.	_____	_____	_____
e.	Inter Nos Pipeline, Ltd.	_____	_____	_____
f.	Inter Nos Odessa, Ltd.	_____	_____	_____
g.	Inter Nos TP Investments, Ltd.	_____	_____	_____

If you answered “Yes” to subpart of Question 4 or Question 6, then answer the following question. Otherwise, do not answer the following question.

QUESTION 7

Is the failure to comply excused?

Failure to comply is excused if David Hotze, Bruce Hotze, or Donna Hotze interfered with or prevented compliance.

Failure to comply is excused if David Hotze, Bruce Hotze, or Donna Hotze are estopped to claim a failure to comply. Estoppel prevents a party with knowledge of the facts, from taking a position inconsistent with a position previously taken by that party to the disadvantage or injury of another.

Failure to comply is excused if compliance was waived by David Hotze, Bruce Hotze, or Donna Hotze. Waiver is the intentional surrender of a known right or intentional conduct inconsistent with claiming such right.

Failure to comply is excused by David Hotze, or Bruce Hotze’s previous failure to comply as to the matters you have found in answer to Question 4 or 6.

Failure to comply is excused if David Hotze, Bruce Hotze, or Donna Hotze ratified the actions of IN Management, Richard Hotze, Mark Hotze, or Steven Hotze. Ratification may be express or implied. Implied ratification occurs if a party, though he may have been unaware of unauthorized conduct taken on his behalf at the time it occurred retains the benefits of the transaction involving the unauthorized conduct after he acquired full knowledge of the unauthorized conduct. Implied ratification results in the ratification of the entire transaction.

Answer “Yes” or “No” as to each individual and each entity.

ANSWER:

	Richard Hotze	Mark Hotze	Steven Hotze
a. IN Management, LLC	_____	_____	_____
b. Inter Nos, Ltd.	_____	_____	_____
c. Inter Nos Space Plus, Ltd.	_____	_____	_____

d.	Inter Nos Walker, Ltd.	_____	_____	_____
e.	Inter Nos Springville, Ltd.	_____	_____	_____
f.	Inter Nos Pipeline, Ltd.	_____	_____	_____
g.	Inter Nos Odessa, Ltd.	_____	_____	_____
h.	Inter Nos TP Investments, Ltd.	_____	_____	_____

If you answered "Yes" to any subpart of Question 4 or 6, then answer the following question. Otherwise, do not answer the following Question.

QUESTION 8

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate each entity for its damages, if any, that resulted from such failure to comply?

Consider the following elements of damages, if any, and none other.

Interest waived on promissory notes from CECO to Inter Nos, Ltd., Inter Nos Pipeline, Ltd., and Inter Nos TP Investments, Ltd.

Interest on rents from CECO to Inter Nos, Ltd., Inter Nos Pipeline, Ltd., Inter Nos TP Investments, Ltd., Inter Nos Odessa, Ltd., and Inter Nos Walker, Ltd.

The difference, if any, between Inter Nos Space Plus, Ltd. fair market value and sales price.

Answer in dollars and cents for damages, if any.

ANSWER:

1. Interest waived by CECO to Inter Nos, Ltd., Inter Nos Pipeline, Ltd., and Inter Nos TP Investments, Ltd. on promissory notes.

- a. Inter Nos, Ltd. _____
- b. Inter Nos Pipeline, Ltd. _____
- c. Inter Nos TP Investments, Ltd. _____

2. Interest waived on rents by CECO to Inter Nos, ^{Ltd}~~Ltd.~~, Inter Nos Pipeline, Ltd., Inter Nos TP Investments, Ltd., Inter Nos Odessa, Ltd., and Inter Nos Walker, Ltd.

- a. Inter Nos, Ltd. _____
- b. Inter Nos Pipeline, Ltd. _____
- c. Inter Nos TP Investments, Ltd. _____
- d. Inter Nos Odessa, Ltd. _____
- e. Inter Nos Walker, Ltd. _____

3. Difference, if any, between
Inter Nos Space Plus, Ltd. property
fair market value and sales price. _____

QUESTION 9

Were any of the following actions outside the ordinary course of business for the following entities?

Answer "Yes" or "No" as to each.

ANSWER:

1. Waiver of penalties and default interest under promissory notes due from CECO to:

- | | | |
|----|--------------------------------|-----------|
| a. | Inter Nos, Ltd. | <u>No</u> |
| b. | Inter Nos Pipeline, Ltd. | <u>NO</u> |
| c. | Inter Nos TP Investments, Ltd. | <u>NO</u> |

2. Extensions of promissory note indebtedness due from CECO for two years and then for five years as to:

- | | | |
|----|--------------------------------|-----------|
| a. | Inter Nos, Ltd. | <u>No</u> |
| b. | Inter Nos Pipeline, Ltd. | <u>NO</u> |
| c. | Inter Nos TP Investments, Ltd. | <u>NO</u> |

- | | | |
|----|--|-----------|
| 3. | Sale of the property of Inter Nos Space Plus, Ltd. | <u>No</u> |
|----|--|-----------|

QUESTION 10

Did the conversion of debt under the Troika Note to CECO stock fail to satisfy the following conditions?

- a. The material facts as to the transaction were disclosed to or known by the CECO's board of directors, and the board of directors in good faith authorized the transaction by the approval of the majority of the disinterested directors, regardless of whether the disinterested directors constituted a quorum;

AND

- b. The transaction was fair to CECO when the transaction was authorized, approved, or ratified by the board of directors.

You are instructed that a director may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning CECO and prepared or presented by:

- (1) an officer or employee of the entity;
- (2) legal counsel;
- (3) a certified public accountant;
- (4) an investment banker;
- (5) a person who the director reasonably believes possess professional expertise in the matter; or
- (6) a committee of the governing authority of which the director is not a member.

A director may not in good faith rely on the information described above if he has knowledge of a matter that makes the reliance unwarranted.

You are instructed that the Outside Directors are disinterested directors, and a majority of the Outside Directors approved the conversion.

You are instructed that the Troika Note permits a partial conversion.

Answer "Yes" or "No."

ANSWER: NO

If you have answered "Yes" to Question 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 11

State in dollars and cents the difference between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note as of the following dates:

ANSWER:

- a. April 30, 2015 _____
- b. September 22, 2015 _____

If you have answer “Yes” to Question 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 12

Did Richard Hotze, Mark Hotze, or Steven Hotze fail to comply with his duty of care to CECO?

To prove Richard Hotze, Mark Hotze, or Steven Hotze failed to comply with his duty of care, CECO must show –

1. the transaction in question was not fair and equitable to CECO; or
2. Richard Hotze, Mark Hotze, or Steven Hotze did not make reasonable use of the confidence that CECO placed in him; or
3. Richard Hotze, Mark Hotze, or Steven Hotze failed to act in the utmost good faith or exercise the most scrupulous honesty toward CECO; or
4. Richard Hotze, Mark Hotze, or Steven Hotze placed their own interests before CECO’s, used the advantage of their positions to gain a benefit for themselves at the expense of CECO, or placed themselves in a position where their self-interest might conflict with their obligation as a fiduciary; or
5. Richard Hotze, Mark Hotze, or Steven Hotze failed to fully and fairly disclose all important information to CECO concerning the transactions.

In exercising his duty of care, Richard Hotze, Mark Hotze, and Steven Hotze may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning CECO and prepared or presented by:

- (1) an officer or employee of the entity;
- (2) legal counsel;
- (3) a certified public accountant;
- (4) an investment banker;
- (5) a person who the Richard Hotze, Mark Hotze, or Steven Hotze reasonably believes possess professional expertise in the matter; or
- (6) a committee of the governing authority of which Richard

Hotze, Mark Hotze, or Steven Hotze is not a member.

Richard Hotze, Mark Hotze, and Steven Hotze may not in good faith rely on the information described above if he has knowledge of a matter that makes the reliance unwarranted.

You are instructed that the Troika Note permits a partial conversion.

You are instructed that a majority of the Outside Directors approved the conversion.

In the absence of fraud in the transaction, the judgment of the board of directors of a corporation as to the adequacy of the consideration received for rights, options, or convertible indebtedness is conclusive.

Answer “Yes” or “No” as to each individual:

ANSWER:

- a. Richard Hotze _____
- b. Mark Hotze _____
- c. Steven Hotze _____

If you have answered "Yes" to any subpart of Question 12, then answer the following question. Otherwise do not answer the following question.

QUESTION 13

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by such conduct?

Consider only the following elements of damage and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received for the issuance of shares with par value may not be less than the par value of the shares.

Answer in dollars and cents, if any.

ANSWER: _____

QUESTION 14

Did Richard Hotze commit fraud against CECO?

Fraud occurs when—

1. a party makes a material misrepresentation, and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation is made with the intention that it should be acted on by the other party, and
4. the other party relies on the misrepresentation and thereby suffers injury.

“Misrepresentation” means a false statement of fact.

Answer “Yes” or “No” as to the following.

ANSWER:

- | | | |
|----|---|-----------|
| a. | Statements made at CECO’s May 28, 2015 board of directors’ meeting. | <u>No</u> |
| b. | Statements made at CECO’s August 27, 2015 board of directors’ meeting. | <u>No</u> |
| c. | Statements made at CECO’s September 22, 2015 board of directors’ meeting. | <u>No</u> |

If you have answered "Yes" to Question 14, then answer the following question. Otherwise, do not answer the following question.

QUESTION 15

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by such conduct?

Consider only the following elements of damage and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: _____

QUESTION 16

Did Richard Hotze, Mark Hotze, or Steven Hotze commit fraud against CECO?

Fraud occurs when—

1. A party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action by failing to disclose the fact, and
4. the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

You are instructed that you may only consider the following:

1. Whether Troika Partners intended to partially convert the Troika Note indebtedness.
2. Whether Troika Partners did not intend to fully convert the Troika Note indebtedness.
3. Whether counsel had reviewed the transaction and had expressed opinions by email that were in Richard Hotze's possession; or
4. Whether legal counsel had opined on the authority of the board of directors to act on the September 22, 2015 resolution.

You are instructed that a partial conversion is permitted by the Troika Note.

Answer "Yes" or "No" for each of the following.

ANSWER:

	Richard Hotze	Mark Hotze	Steven Hotze
a. At CECO's May 28, 2015 board of directors' meeting.	<u>No</u>	<u>No</u>	<u>No</u>

- b. At CECO's August 27, 2015
board of directors' meeting. No No No
- c. At CECO's September 22, 2015
board of directors' meeting. NO No NO

If you have answered “Yes” to any subpart of Question 16, then answer the following question. Otherwise, do not answer the following question.

QUESTION 17

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by such conduct?

Consider only the following elements of damage and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: _____

with any amount greater than zero

If you have answer ^{ed} ~~“Yes”~~ to any subpart of Question 15 then answer the following question. Otherwise, do not answer the following question.

QUESTION 18

Was Steven Hotze part of a conspiracy to defraud CECO that damaged CECO?

To be part of a conspiracy, Steven Hotze and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damages to CECO. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer “Yes” or “No.”

ANSWER: _____

If you have answer ^{ed} ~~“Yes” to any subpart of~~ Question 15 then answer the following question. Otherwise, do not answer the following question.

with any amount greater than zero

QUESTION 19

Was Mark Hotze part of a conspiracy to defraud CECO that damaged CECO?

To be part of a conspiracy, Mark Hotze and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damages to CECO. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer “Yes” or “No.”

ANSWER: _____

QUESTION 20

Did Troika Partners commit statutory fraud against CECO in connection with the September 22, 2015 conversion of debt under the Troika Note to CECO stock?

Statutory fraud occurs when—

1. there is a false representation of a past or existing material fact, and
2. the false representation is made to a person for the purpose of inducing that person to enter into a contract, and
3. the false representation is relied on by that person in entering into that contract.

You are instructed that a partial conversion was permitted under the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer “Yes” or “No” as to each.

ANSWER:

- | | | |
|----|---|-----------|
| a. | Statement, if any, made at CECO’s May 28, 2015 board of directors’ meeting. | <u>No</u> |
| b. | Statement, if any, made at CECO’s August 27, 2015 board of directors’ meeting. | <u>No</u> |
| c. | Statement, if any, made at CECO’s September 22, 2015 board of directors’ meeting. | <u>No</u> |

If you have answer “Yes” to any subpart of Question 20, then answer the following question. Otherwise, do not answer the following question.

QUESTION 21

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by statutory fraud?

Consider only the following elements of damage and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: _____

QUESTION 22

Did Troika Partners commit a securities law violation against CECO in connection with the September 22, 2015 conversion of Troika Note debt into CECO stock?

A securities law violation occurred if—

1. Troika Partners bought a security by means of either—
 - a. an untrue statement of a material fact; or
 - b. an omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; and
2. CECO sold the stock to Troika Partners; and
3. CECO suffered injury.

A fact is “material” if there is a substantial likelihood that a reasonable investor would consider it important in deciding whether to sell a security, because it would significantly alter the total mix of information made available.

You are instructed that a partial conversion was permitted under the Troika Note.

Answer “Yes” or “No” for each.

ANSWER:

- | | | |
|----|--|-----------|
| a. | Statement or omission, if any, at CECO’s May 28, 2015 board of directors’ meeting. | <u>No</u> |
| b. | Statement or omission, if any, at CECO’s August 27, 2015 board of directors’ meeting. | <u>No</u> |
| c. | Statement or omission, if any, at CECO’s September 22, 2015 board of directors’ meeting. | <u>No</u> |

If you have answered "Yes" to any subpart of Question 22, then answer the following question. Otherwise, do not answer the following question.

QUESTION 23

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by such conduct?

Consider only the following elements of damage and none other.

The value of the CECO stock acquired by Troika Partners at the time of the conversion of debt to stock less the credit given to CECO for the stock.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: _____

Answer the following question as to Richard Hotze, Mark Hotze, or Steven Hotze only if you unanimously answered “Yes” to any subpart of Question 14 as to Richard Hotze, Question 16 as to Richard Hotze, Mark Hotze, or Steven Hotze, or Question 20 or 22 as to Troika Partners. Otherwise do not answer the following question regarding Troika Partners.

To answer “Yes” to the following question, your answer must be unanimous. You may answer “No” to any subpart of the following question only upon a vote of ten or more jurors. Otherwise, you must not answer that subpart of the following question.

QUESTION 24

Do you find by clear and convincing evidence that the harm to CECO resulted from malice?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Malice” means a specific intent by the actor, if any, to cause substantial injury to CECO.

Answer “Yes” or “No” as to each of the following.

ANSWER:

		Richard Hotze	Mark Hotze	Steven Hotze	Troika Partners
a.	Question 14(a)	_____	n/a	n/a	n/a
b.	Question 14(b)	_____	n/a	n/a	n/a
c.	Question 14(c)	_____	n/a	n/a	n/a
d.	Question 16(a)	_____	_____	_____	n/a
e.	Question 16(b)	_____	_____	_____	n/a
f.	Question 16(c)	_____	_____	_____	n/a
g.	Question 20	n/a	n/a	n/a	_____
h.	Question 22	n/a	n/a	n/a	_____

Answer the following question only if you unanimously answered “Yes” to a subpart of Question 24. Otherwise ^{do} not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

QUESTION 25

What sum of money, if any, if paid now in cash should be assessed against Richard Hotze, Mark Hotze, Steven Hotze, or Troika Partners and awarded to CECO as exemplary damages, if any, for the conduct found in response to a subpart of Question ~~26?~~ ²⁴

“Exemplary damages” means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability, if any, of Richard Hotze, Mark Hotze, Steven Hotze, or Troika Partners.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of Richard Hotze, Mark Hotze, Steven Hotze, or Troika Partners.

Answer in dollars and cents, if any.

ANSWER:

		Richard Hotze	Mark Hotze	Steven Hotze	Troika Partners
a.	Question 14(a)	_____	n/a	n/a	n/a
b.	Question 14(b)	_____	n/a	n/a	n/a
c.	Question 14(c)	_____	n/a	n/a	n/a
d.	Question 16(a)	_____	_____	_____	n/a
e.	Question 16(b)	_____	_____	_____	n/a
f.	Question 16(c)	_____	_____	_____	n/a
g.	Question 20	n/a	n/a	n/a	_____
h.	Question 22	n/a	n/a	n/a	_____

If you have answered “Yes” to Question 11, 13, 15, 17, 21, 23 then answer the following question. Otherwise, do not answer the following question.

QUESTION 26

Were the transfers of CECO stock from Troika Partners into Richard Hotze, Mark Hotze, or Steven Hotze’s trusts made with actual intent to hinder, delay, or defraud CECO?

In determining actual intent, you may consider, among other factors, whether—

1. The transfer was to an insider.
2. The actor retained possession or control of the property transferred after the transfer.
3. The transfer was concealed.
4. Before the transfer was made, the actor had been sued or threatened with suit.
5. The transfer was of substantially all of the actor’s assets.
6. The actor absconded.
7. The actor removed or concealed assets.
8. The value of the consideration received by the actor was reasonably equivalent to the value of the asset transferred.
9. The actor was insolvent or became insolvent shortly after the transfer was made.
10. The transfer occurred shortly before or shortly after a substantial debt was incurred.
11. The actor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the actor.

Answer “Yes” or “No” for each.

ANSWER:

- | | | |
|----|---|-------|
| a. | Richard Hotze’s transfer of CECO stock into the Spy Glass Trust. | _____ |
| b. | _____ Mark Hotze’s transfer of CECO stock into the Hotze Five Trust. | _____ |
| c. | Steven Hotze’s transfer of CECO stock into the David Bradley SFH 2005 Family Trust. | _____ |

If you answered "Yes" to Question 26, then answer the following question. Otherwise, do not answer the following question.

QUESTION 27

What is the amount necessary to satisfy CECO's claim?

Answer in dollars and cents, if any.

ANSWER: _____

If you answered “Yes” as to any subpart of Question 26, then answer the corresponding subpart of following Question. Otherwise, do not answer the following question.

QUESTION 28

What was the value of the CECO stock transferred by Richard Hotze, Mark Hotze, or Steven Hotze, respectively, at the time of the transfer?

Answer in dollars and cents, if any, for each of the following.

ANSWER:

- a. Richard Hotze’s transfer of CECO stock into the Spy Glass Trust. _____
- b. Mark Hotze’s transfer of CECO stock into the Hotze Five Trust. _____
- c. Steven Hotze’s transfer of CECO stock into the David Bradley SFH 2005 Family Trust. _____

If you have answered “Yes” to Question 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 29

Did any Outside Director fail to comply with his duty of care to CECO in approving a conversion of the Troika Note on September 22, 2015?

To prove that an Outside Director failed to comply with his duty of care, Plaintiffs must show that the Outside Director’s act was *ultra vires* or tainted with fraud.

“Ultra vires” means an act done not in good faith or intentionally that is beyond the scope of the powers of a corporation as defined by its charter or the laws of the state of incorporation.

Fraud occurs when—

1. a party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action by failing to disclose the fact, and
4. the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

In exercising his duty of care, the Outside Director may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning CECO and prepared or presented by:

- (1) an officer or employee of the entity;
- (2) legal counsel;
- (3) a certified public accountant;
- (4) an investment banker;
- (5) a person who the Outside Director reasonably believes possess professional expertise in the matter; or
- (6) a committee of the governing authority of which the Outside Director is not a member.

An Outside Director may not in good faith rely on the information described above if he has knowledge of a matter that makes the reliance unwarranted.

You are instructed that a majority of the Outside Directors approved the conversion.

In the absence of fraud in the transaction, the judgment of the board of directors of a corporation as to the adequacy of the consideration received for rights, options, or convertible indebtedness is conclusive.

You are instructed that the Troika Note permits a partial conversion.

Answer “Yes” or “No” as to each Outside Director.

ANSWER:

- a. Peter Schwab _____
- b. Thomas R. Blackburn _____
- c. Edward A. Mattingly _____

If you have answered “Yes” to any subpart of Question 29, then answer the following question. Otherwise, do not answer the following question.

QUESTION 30

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by the Outside Director’s failure to comply with his duty of care?

Consider the following element of damages, if any, and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: \$_____

If you have answered “Yes” to Question 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 31

Did any Outside Director fail to comply with his duty of loyalty to CECO in approving a conversion of the Troika Note on September 22, 2015?

To prove that an Outside Director failed to comply with his duty of loyalty, Plaintiffs must show that the Outside Director’s act was *ultra vires* or tainted with fraud.

“Ultra vires” means an act done not in good faith or intentionally that is beyond the scope of the powers of a corporation as defined by its charter or the laws of the state of incorporation.

Fraud occurs when—

1. a party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action by failing to disclose the fact, and
4. the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

In exercising his duty of loyalty, the Outside Director may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning CECO and prepared or presented by:

- (1) an officer or employee of the entity;
- (2) legal counsel;
- (3) a certified public accountant;
- (4) an investment banker;
- (5) a person who the Outside Director reasonably believes possess professional expertise in the matter; or
- (6) a committee of the governing authority of which the Outside Director is not a member.

An Outside Director may not in good faith rely on the information described above if he has knowledge of a matter that makes the reliance unwarranted.

In the absence of fraud in the transaction, the judgment of the board of directors of a corporation as to the adequacy of the consideration received for rights, options, or convertible indebtedness is conclusive.

You are instructed that a majority of Outside Directors approved the conversion.

You are instructed that the Troika Note permits a partial conversion.

Answer "Yes" or "No" as to each Outside Director.

ANSWER:

- a. Peter Schwab _____
- b. Thomas R. Blackburn _____
- c. Edward A. Mattingly _____

If you have answered “Yes” to any subpart of Question 31, then answer the following question. Otherwise, do not answer the following question.

QUESTION 32

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate CECO for its damages, if any, that were proximately caused by the Outside Director’s failure to comply with his duty of care?

Consider the following element of damages, if any, and none other.

The difference, if any, between the fair market value of CECO stock acquired by Troika Partners and the credit given on September 22, 2015 on the Troika Note.

You are instructed that the consideration to be received by a corporation for the issuance of shares with par value may not be less than the par values of the shares.

Answer in dollars and cents, if any.

ANSWER: \$_____

If you answered “Yes” as any subpart of Question 14 or 16 then answer the corresponding subpart of following question. Otherwise do not answer the following question.

QUESTION 33

Was Peter Schwab part of a conspiracy to defraud CECO?

To be part of a conspiracy, Peter Schwab and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damage to CECO, if any. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer “Yes” or “No.”

ANSWER:

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 14(a)	_____	n/a	n/a
b.	Question 14(b)	_____	n/a	n/a
c.	Question 14(c)	_____	n/a	n/a
d.	Question 16(a)	_____	_____	_____
e.	Question 16(b)	_____	_____	_____
f.	Question 16(c)	_____	_____	_____

If you answered “Yes” to any subpart of Question 14 or 16 then answer the following question. Otherwise do not answer the following question.

QUESTION 34

Was Edward Mattingly part of a conspiracy to defraud CECO?

To be part of a conspiracy, Edward Mattingly and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in damage to CECO, if any. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer “Yes” or “No.”

ANSWER:

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 14(a)	_____	n/a	n/a
b.	Question 14(b)	_____	n/a	n/a
c.	Question 14(c)	_____	n/a	n/a
d.	Question 16(a)	_____	_____	_____
e.	Question 16(b)	_____	_____	_____
f.	Question 16(c)	_____	_____	_____

If you answered "Yes" to any subpart of Question 14 or 16 then answer the following question. Otherwise do not answer the following question.

QUESTION 35

Was Tommy Blackburn part of a conspiracy to defraud CECO?

To be part of a conspiracy, Tommy Blackburn and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in damage to CECO, if any. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer "Yes" or "No."

ANSWER:

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 14(a)	_____	n/a	n/a
b.	Question 14(b)	_____	n/a	n/a
c.	Question 14(c)	_____	n/a	n/a
d.	Question 16(a)	_____	_____	_____
e.	Question 16(b)	_____	_____	_____
f.	Question 16(c)	_____	_____	_____

Answer the corresponding subpart of the following question as to Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn only if you unanimously answered “Yes” to a subpart of Question 33 regarding Peter Schwab, a subpart of Question 34 regarding Edward A. Mattingly, or a subpart of Question 35 regarding Thomas R. Blackburn. Otherwise do not answer the following question regarding Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn.

To answer “Yes” to any subpart of the following question, your answer must be unanimous. You may answer “No” to any subpart of the following question only upon a vote of ten or more jurors. Otherwise, you must not answer that subpart of the following question.

QUESTION 36

Do you find by clear and convincing evidence that the harm to Plaintiff CECO resulted from malice?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Malice” means a specific intent by the Outside Director to cause substantial injury to CECO.

Answer “Yes” or “No” for each of the following.

ANSWER:

1. Peter Schwab

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 35(a)	_____	n/a	n/a
b.	Question 33(b)	_____	n/a	n/a
c.	Question 33(c)	_____	n/a	n/a
d.	Question 33(d)	_____	_____	_____
e.	Question 33(e)	_____	_____	_____
f.	Question 33(f)	_____	_____	_____

2. Edward A. Mattingly

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 34(a)	_____	n/a	n/a
b.	Question 34(b)	_____	n/a	n/a
c.	Question 34(c)	_____	n/a	n/a
d.	Question 34(d)	_____	_____	_____
e.	Question 34(e)	_____	_____	_____
f.	Question 34(f)	_____	_____	_____

3. Thomas R. Blackburn

		As to Richard Hotze	As to Mark Hotze	As to Steven Hotze
a.	Question 35(a)	_____	n/a	n/a
b.	Question 35(b)	_____	n/a	n/a
c.	Question 35(c)	_____	n/a	n/a
d.	Question 35(d)	_____	_____	_____
e.	Question 35(e)	_____	_____	_____
f.	Question 35(f)	_____	_____	_____

Answer the following question regarding Peter Schwab, Thomas R. Blackburn, or Edward A. Mattingly only if you answered "Yes" to a subpart of Question 36. Otherwise do not answer the following question regarding Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn.

QUESTION 37

You are instructed that you must unanimously agree on the amount of any award of exemplary damages.

What sum of money, if any, if paid now in cash should be assessed against the Peter Schwab, Thomas R. Blackburn, or Edward A. Mattingly and awarded to CECO as exemplary damages, if any, for the conduct found in response to Question ~~38~~³⁶?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of the Outside Director.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of the Outside Director.

Answer in dollars and cents, if any, and check all other blanks, if any, that apply.

ANSWER:

- a. Peter Schwab _____

Based on answer to the following subpart of Question 36 (check all, if any, that apply) 36(1)(a) _____, 36(1)(b)_____, 36(1)(c) _____, 36(1)(d)_____, 36(1)(e)_____, 36(1)(f)_____.

- b. Edward A. Mattingly _____

Based on answer to the following subpart of Question 36 (check all,

if any, that apply) 36(2)(a) _____, 36(2)(b)_____, 36(2)(c) _____,
36(2)(d)_____, 36(2)(e)_____, 36(2)(f) _____.

c. Thomas R. Blackburn _____

Based on answer to the following subpart of Question 36 (check all,
if any, that apply) 36(3)(a) _____, 36(3)(b)_____, 36(3)(c) _____,
36(3)(d)_____, 36(3)(e)_____, 36(3)(f)_____.

If you have answered Question 22 “Yes,” then answer the following question. Otherwise, do not answer the following question.

QUESTION 38

Did any Outside Director materially aid the Troika Partners in committing the securities law violation that you found in Question 22?

The Outside Directors materially aided a securities violation if he—

1. directly or indirectly,
2. with an intent to deceive or defraud or with a reckless disregard for the truth or the law,
3. materially assisted the Troika Partners in committing a securities law violation

An Outside Director acted with a “reckless disregard for the truth or the law” if he provided material assistance to the Troika Partners with a general awareness that his assistance would facilitate their untruthful or illegal activity.

Answer “Yes” or “No” as to each Outside Director.

ANSWER:

- | | | |
|----|---------------------|-------|
| a. | Peter Schwab | _____ |
| b. | Thomas R. Blackburn | _____ |
| c. | Edward A. Mattingly | _____ |

Answer the following question as to Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn only if you unanimously answered “Yes” to Question 38 regarding Peter Schwab, Edward A. Mattingly, or a Thomas R. Blackburn. Otherwise do not answer the following question regarding Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn.

To answer “Yes” to any subpart of the following question, your answer must be unanimous. You may answer “No” to any subpart of the following question only upon a vote of ten or more jurors. Otherwise, you must not answer that subpart of the following question.

QUESTION 39

Do you find by clear and convincing evidence that the harm to Plaintiff CECO resulted from malice?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Malice” means a specific intent by the Outside Director to cause substantial injury to CECO.

Answer “Yes” or “No.”

ANSWER:

- a. Peter Schwab _____
- b. Edward A. Mattingly _____
- c. Thomas R. Blackburn _____

Answer the corresponding subpart to the following question regarding Peter Schwab, Thomas R. Blackburn, or Edward A. Mattingly only if you answered “Yes” to a subpart of Question 39. Otherwise do not answer the following question regarding Peter Schwab, Edward A. Mattingly, or Thomas R. Blackburn.

QUESTION 40

You are instructed that you must unanimously agree on the amount of any award of exemplary damages.

What sum of money, if any, if paid now in cash should be assessed against the Peter Schwab, Thomas R. Blackburn, or Edward A. Mattingly and awarded to CECO as exemplary damages, if any, for the conduct found in response to Question 38(a), 38(b), or 38(c)?

“Exemplary damages” means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of the Outside Director.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of the Outside Director.

Answer in dollars and cents, if any.

ANSWER:

- | | | |
|----|---------------------|--|
| a. | Peter Schwab | |
| b. | Edward A. Mattingly | |
| c. | Thomas R. Blackburn | |

QUESTION 41

While he was an officer or director, did either David Hotze or Bruce Hotze fail to comply with his duty of care to CECO or CECO Pipeline in managing CECO or CECO Pipeline?

To prove that David Hotze or Bruce Hotze failed to comply with his duty of care, the Outside Directors must show that Bruce Hotze or David Hotze failed to handle his corporate duties with such care as an ordinarily prudent man would use under similar circumstances.

Answer "Yes" or "No" as to each individual.

ANSWER:

- | | | |
|----|-------------|-----------|
| a. | David Hotze | <u>No</u> |
| b. | Bruce Hotze | <u>No</u> |

If you answered “Yes” to any subpart of Question 41, then answer the corresponding subpart of the following question. Otherwise, do not answer the following question.

QUESTION 42

Did Bruce Hotze or David Hotze’s breach of their duty of care proximately cause the occurrence in question?

Answer “Yes” or “No” as to each individual.

ANSWER:

- a. David Hotze _____
- b. Bruce Hotze _____

If you answered "Yes" to Questions 12, 14, 16, 20, 22, 29, 31 or 41 for more than one of those named below, then answer the following question. Otherwise, do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the occurrence. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

QUESTION 43

For each person you found caused or contributed to cause the occurrence, find the percentage of responsibility attributable to each:

- | | | |
|----|---------------------|--------|
| a. | David Hotze | _____% |
| b. | Bruce Hotze | _____% |
| c. | Rick Hotze | _____% |
| d. | Mark Hotze | _____% |
| e. | Steven Hotze | _____% |
| f. | Peter Schwab | _____% |
| g. | Thomas R. Blackburn | _____% |
| h. | Edward A. Mattingly | _____% |

QUESTION 44

Did Bruce Hotze or David Hotze waive any right to complain about Troika Partners converting debt for shares under the Note by refusing to participate in Troika Partners?

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No" as to each individual.

ANSWER:

Bruce Hotze

Yes

David Hotze

Yes

QUESTION 45

What is a reasonable fee for the necessary services of Plaintiffs' attorney stated in dollars and cents?

Answer with an amount for each of the following but answer for Statutory Fraud claims under each subpart (1-5) only if you answered "Yes" to Question 22 as to Statutory Fraud and answer for Fraudulent Transfer claims under each subpart (1-5) only if you answered "Yes" to Question 28.

1. For representation in the trial court.
 - a. As to David Hotze and Donna Hotze concerning:
 - i. Derivative claims on behalf of Inter Nos Entities Answer: _____
 - ii. Declaratory Judgment partnership claims Answer: _____
 - iii. Derivative claims on behalf of CECO Answer: _____
 - iv. Statutory fraud claims on behalf of CECO Answer: _____
 - v. Fraudulent transfer claims Answer: _____
 - vi. Defective stock issue claims Answer: _____
 - b. As to Bruce Hotze, Beth Hotze, and their children concerning:
 - i. Derivative claims on behalf of Inter Nos Entities Answer: _____
 - ii. Declaratory judgment claims Answer: _____
 - iii. Derivative claims on behalf of CECO Answer: _____
 - iv. Statutory fraud claims on behalf of CECO Answer: _____
 - v. Fraudulent transfer claims Answer: _____
 - vi. Defective stock issue claims Answer: _____

2. For representation through appeal to the court of appeals.

a. As to David Hotze and Donna Hotze concerning:

- | | | | |
|------|---|---------|-------|
| i. | Derivative claims on behalf of Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory Judgment partnership claims | Answer: | _____ |
| iii. | Derivative claims on behalf of CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

b. As to Bruce Hotze, Beth Hotze, and their children concerning:

- | | | | |
|------|---|---------|-------|
| i. | Derivative claims on behalf of Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory judgment claims | Answer: | _____ |
| iii. | Derivative claims on behalf of CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

3. For representation at the petition for review stage in the Supreme Court of Texas.

a. As to David Hotze and Donna Hotze concerning:

- | | | | |
|------|---|---------|-------|
| i. | Derivative claims on behalf of Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory judgment claims | Answer: | _____ |
| iii. | Derivative claims on behalf of CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

b. As to Bruce Hotze, Beth Hotze, and their children concerning:

- | | | | |
|------|--|---------|-------|
| i. | Derivative claims on behalf of
Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory judgment claims | Answer: | _____ |
| iii. | Derivative claims on behalf
of CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf
of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

4. For merits briefing and argument in the Supreme Court of Texas.

a. As to David Hotze and Donna Hotze concerning:

- | | | | |
|------|--|---------|-------|
| i. | Derivative claims on behalf of
Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory judgment claims | Answer: | _____ |
| iii. | Derivative claims on behalf
CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf
of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

b. As to Bruce Hotze, Beth Hotze, and their children concerning:

- | | | | |
|------|--|---------|-------|
| i. | Derivative claims on behalf of
Inter Nos Entities | Answer: | _____ |
| ii. | Declaratory judgment claims | Answer: | _____ |
| iii. | Derivative claims on behalf
of CECO | Answer: | _____ |
| iv. | Statutory fraud claims on behalf
of CECO | Answer: | _____ |
| v. | Fraudulent transfer claims | Answer: | _____ |
| vi. | Defective stock issue claims | Answer: | _____ |

Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
 - c. give written questions or comments to the bailiff who will give them to the judge;
 - d. write down the answers you agree on;
 - e. get the signatures for the verdict certificate; and
 - f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

1. Unless otherwise instructed, you may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict.


If eleven jurors agree on every answer, those eleven jurors sign the verdict.

If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten who agree on every answer will sign the verdict.

4. There are some special instructions before Questions 24, 25, 36, 37, 39, and 40 explaining how to answer those questions. Please follow the instructions. If all twelve of you answer those questions, you will need to complete a second verdict certificate for those questions.

Do you understand these instructions? If you do not, please tell me now.


Honorable Fredricka Phillips

[intentionally left blank]

Verdict Certificate

Check one:

Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

Signature of Presiding Juror

Printed Name of Presiding Juror

Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

Signature

Name Printed

1.	<u>Susan S. Raimond</u>	<u>SUSAN S. RAIMOND</u>
2.	<u>Josh O'Dear</u>	<u>JOSH O'DEAR</u>
3.	<u>Mariela Sanchez</u>	<u>Mariela Sanchez</u>
4.	<u>Mike Fesson</u>	<u>MIKE FESSON</u>
5.	<u>Paula Graves</u>	<u>Paula Graves</u>
6.	<u>Karolyn Crudo</u>	<u>KAROLYN CRUDO</u>
7.	<u>Michael Krueger</u>	<u>Michael Krueger</u>
8.	<u>Margarita Schwarzburs</u>	<u>Margarita Schwarzburs</u>
9.	<u>Isabel Rubio</u>	<u>Isabel Rubio</u>
10.	<u>Lindsay Hudson</u>	<u>Lindsay Hudson</u>
11.	<u>Lois Geiger</u>	<u>Lois Geiger</u>

If you have answered Question 25, 37, or 40 then you must sign this certificate also.

Additional Certificate

I certify that the jury was unanimous in answering the following questions. All twelve of us agreed to each of the answers. The presiding juror has signed the certificate for all twelve of us.

Question 24 _____

Question 25 _____

Question 36 _____

Question 37 _____

Question 39 _____

Question 40 _____

Signature of Presiding Juror

Printed Name of Presiding Juror
