

3. Since every answer that is required by the charge is important, no juror should state or consider that any required answer is not important.

4. You must not decide who you think should win, and then try to answer the questions accordingly. Simply answer the questions and do not discuss nor concern yourselves with the effect of your answers.

5. The fact that some parties are corporations should make no difference whatever to you. It is your duty to hear and determine this case the same as if it were between individuals. You should look solely to the evidence for the facts and to the instructions I give you for the law, and return a true and just verdict according to the facts established by the evidence and the law as I have stated it to you.

6. You will not decide the answer to a question by lot or by drawing straws, or by any other method of chance. Do not return a quotient verdict. A quotient verdict means that the jurors agree to abide by the result to be reached by adding together each juror's figures and dividing by the number of jurors to get an average. Do not do any trading on your answers; that is, one juror should not agree to answer a certain question one way if others will agree to answer another question another way.

7. You may render your verdict upon the vote of ten or more members of the jury. The same ten or more of you must agree upon all of the answers made and to the entire verdict. You will not, therefore, enter into an agreement to be bound by a majority or any other vote of less than ten jurors. If the verdict and all of the answers therein are reached by unanimous agreement, the presiding juror shall sign the verdict for the entire jury. If any juror disagrees as to any answer made by the verdict, those jurors who agree to all findings shall each sign the verdict.

These instructions are given you because your conduct is subject to review the same as that of the witnesses, parties, attorneys and the judge. If it should be found that you have disregarded any of these instructions, it will be jury misconduct and it may require another trial by another jury; then all of our time will have been wasted.

The presiding juror or any other who observes a violation of the court's instructions shall immediately warn the one who is violating the same and caution the juror not to do so again.

When words are used in this charge in a sense that varies from the meaning commonly understood, you are given a proper legal definition, which you are bound to accept in place of any other meaning.

Answer "Yes" or "No" to all questions unless otherwise instructed. A "Yes" answer must be based on a preponderance of the evidence. If you do not find that a preponderance of the evidence supports a "Yes" answer, then answer "No." The term "preponderance of the evidence" means the greater weight and degree of credible evidence admitted in this case. Whenever a question requires an answer other than "Yes" or "No," your answer must be based on a preponderance of the evidence.

QUESTION 1:

Did Craig Cannon intentionally interfere with Icoworks Holdings, Inc.'s contract to acquire Premier Auctioneers?

Interference is intentional if committed with the desire to interfere with the contract or with the belief that interference is substantially certain to result.

Answer "Yes" or "No."

ANSWER: NO

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If you answered "Yes" to Question No. 1, then answer the following question. Otherwise, do not answer the following question.

QUESTION 2:

Did Cannon interfere with Icoworks Holdings, Inc.'s contract with Network to buy Premier Auctioneers because he had a good-faith belief that he had a right to do so?

Answer "Yes" or "No."

ANSWER: N/A

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If you answered "Yes" to Question No. 1 and "No" to Question No. 2, then answer the following question. Otherwise, do not answer the following question.

QUESTION 3

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Icoworks Holdings, Inc. for its damages, if any, proximately caused by Cannon's interference?

"Proximate cause" means that cause which, in a natural and continuous sequence, produces 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.

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

Incidental damages including additional interest on the bridge loan.

Do not add any other amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

ANSWER : _____

QUESTION 4:

Did any of the following parties intentionally interfere with Cannon's contract to acquire Premier Auctioneers?

Interference is intentional if committed with the desire to interfere with the contract or with the belief that interference is substantially certain to result.

Interference does not occur by the act of seeking, obtaining, or complying with a court order.

Interference does not occur by the act of filing a press release in compliance with the Federal securities laws.

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

- | | | |
|----|-------------------------|------------|
| a. | James Richie | <u>YES</u> |
| b. | David Long | <u>NO</u> |
| c. | Scott Felker | <u>NO</u> |
| d. | Icoworks Holdings, Inc. | <u>NO</u> |

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If you answered "Yes" to Question No. 4, then answer the following question. Otherwise, do not answer the following question.

QUESTION 5:

Did Icoworks Holdings, Inc., interfere with Cannon's contract with Network to buy Premier Auctioneers because it had a good-faith belief that it had a right to do so?

Answer "Yes" or "No."

ANSWER: No

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If you answered "Yes" to Question 4 as to Icoworks Holdings, Inc., and "No" to Question 5, then answer the following question. Otherwise, do not answer the following question.

The percentages you find must total 100%. The percentages must be expressed in whole numbers. The misconduct attributable to any one named below is not necessarily measured by the number of acts or omissions found.

QUESTION 6:

What percentage of the interference with Craig Cannon's contract to acquire Premier Auctioneers, if any, do you find to be attributable to each of those listed below and found by you, in your answer to Question 4 to have been so interfered?

a.	James Richie	<u>100</u>	%
b.	David Long	<u>0</u>	%
c.	Scott Felker	<u>0</u>	%
d.	Icoworks Holdings, Inc.	<u>0</u>	%
	Total	100%	

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If you answered "Yes" to Question 4 as to Icoworks Holdings, Inc., "No" to Question 5, and 51% or greater as to Icoworks Holdings, Inc., in Question 6, then answer the following question. Otherwise, do not answer the following question.

QUESTION 7:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Craig Cannon for the damages, if any, proximately caused by Icoworks Holdings, Inc.'s interference?

"Proximate cause" means that cause which, in a natural and continuous sequence, produces 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.

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

Lost profits that were a natural, probable, and foreseeable consequence of Icoworks's interference with Craig Cannon.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

ANSWER: _____

If you answered "Yes" to Question 4 as to Icoworks Holdings, Inc., "No" to Question 5, 51% or greater as to Icoworks Holdings, Inc., in Question 6, and answered Question 7 with an amount of damages, then answer the following question. Otherwise, do not answer the following question.

QUESTION 8:

Was Craig Cannon a creditor of Icoworks Holdings, Inc. prior to Icoworks Holdings, Inc., transfer of assets to DeBie Midland, Inc.?

A "creditor" means a person who has a claim. "Claim" means a right to payment or property, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.

Answer "Yes" or "No."

ANSWER: _____

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If you answered "Yes" to Question 8, then answer the following question. Otherwise, do not answer the following question.

QUESTION 9:

Did Craig Cannon waive his rights as a creditor of Icoworks Holdings, Inc.?

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

Answer "Yes" or "No."

ANSWER: _____

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If you answered "Yes" to Questions 8 and "No" to Question 9, then answer the following question. Otherwise, do not answer the following question.

QUESTION 10:

Did Icoworks Holdings, Inc., make a transfer of assets to DeBie Midland, Inc., with actual intent to hinder, delay, or defraud Craig Cannon?

Answer "Yes" or "No."

ANSWER: _____

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If you answered "Yes" to Question No. 10, then answer the following question. Otherwise, do not answer the following question.

QUESTION 11:

Did De Bie Midland, Inc., receive the transfer of assets from Icoworks Holdings, Inc., in good faith and for value that was, at the time of the transfer, reasonably equivalent to (or less than) the forgiveness of antecedent indebtedness Icoworks Holdings, Inc., received in making that transfer to De Bie Midland, Inc.?

Answer "Yes" or "No."

ANSWER: _____

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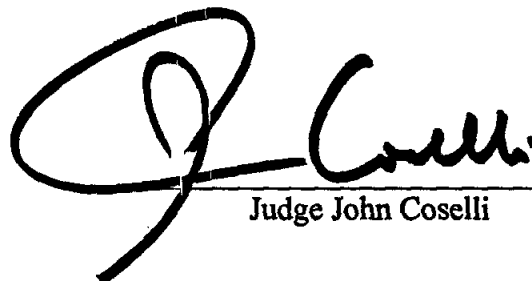
After you retire to the jury room, you will select your own presiding juror. The first thing the presiding juror will do is to have this complete charge read aloud and then you will deliberate upon your answers to the questions asked.

It is the duty of the presiding juror —

1. to preside during your deliberations,
2. to see that your deliberations are conducted in an orderly manner and in accordance with the instructions in this charge,
3. to write out and hand to the bailiff any communications concerning the case that you desire to have delivered to the judge,
4. to vote on the questions,
5. to write your answers to the questions in the spaces provided, and
6. to certify to your verdict in the space provided for the presiding juror's signature or to obtain the signatures of all the jurors who agree with the verdict if your verdict is less than unanimous.

You should not discuss the case with anyone, not even with other members of the jury, unless all of you are present and assembled in the jury room. Should anyone attempt to talk to you about the case before the verdict is returned, whether at the courthouse, at your home, or elsewhere, please inform the judge of this fact.

When you have answered all the questions you are required to answer under the instructions of the judge and your presiding juror has placed your answers in the spaces provided and signed the verdict as presiding juror or obtained the signatures, you will inform the bailiff at the door of the jury room that you have reached a verdict, and then you will return into court with your verdict.



Judge John Coselli

Certificate

We, the jury, have answered the above and foregoing questions as herein indicated, and herewith return same into court as our verdict.

(To be signed by the presiding juror if unanimous.)

Presiding Juror

(To be signed by those rendering the verdict if not unanimous.)

E. J. Madhugen
Ripella Anderson
AMDEN
Michael Alvar
Kathy L. Bostes
Walter D. Pichard

Donald B. Meyer
Steph Cochran
Cynthia M. Buchanan
James B. Burt

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