

CAUSE NO. 04-04187-C

SPECIALTY OPTICAL d/b/a SOS

VS.

IFC CREDIT CORP.

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IN THE COUNTY COURT

AT LAW NO. 3

DALLAS COUNTY, TEXAS

FINAL JUDGMENT

On the 8th day of February, 2006, came on to be heard the above-entitled and numbered cause for trial before the Court. Plaintiff appeared and announced ready by and through its counsel of record. Defendant appeared and announced ready by and through its counsel of record. The case proceeded to trial and after consideration of the evidence and arguments of counsel, the Court enters judgment as follows:

The Court declares that the rental agreement or lease at issue in this case is not enforceable. The Court further orders that Specialty Optical shall recover the following attorneys' fees that are equitable and just and have been stipulated to by the parties as being reasonable and necessary. It is therefore

ORDERED that Specialty Optical shall have and recover judgment against IFC Credit Corporation in the amount of \$45,000 for attorneys' fees through trial. It is further

ORDERED that Specialty Optical shall have and recover an additional sum of \$30,000 in the event IFC unsuccessfully appeals this Judgment to the Court of Appeal. It is further

ORDERED that Specialty Optical shall recover the further sum of \$15,000 in the event that IFC files a petition for review to the Supreme Court of Texas and is unsuccessful in that effort or if it is successful in obtaining review but unsuccessful in its appeal to the Supreme Court of Texas. It is further

ORDERED that Specialty Optical shall recover the further sum of \$15,000 for responding to any unsuccessful appeal by IFC to the Supreme Court of Texas, in the event the petition for discretionary review is granted.

All relief requested and not specifically herein granted is denied. This is intended to be a final judgment disposing of all issues in this case.

SIGNED this 17 day of April 2006.


JUDGE PRESIDING