

STATEMENT OF THE ISSUES

1. Where the governing contracts did not contain an express grant to FMB of an option or right to redeem, can the contracts nevertheless be interpreted to grant such an option or right or require such a purchase even though Hajek opposes redemption?

The Trial Court granted FMB judgment on the pleadings and denied Hajek's Motion for Reconsideration and ruled against Hajek at the close of all evidence.

2. If the contracts are interpreted to impose a redemption obligation on FMB, can FMB enforce its own obligation if Hajek opposes its performance?

The Trial Court granted FMB judgment on the pleadings and denied Hajek's Motion for Reconsideration and ruled against Hajek at the close of all evidence.

3. Where FMB claims the right, an option or an obligation to redeem, but fails to pay or even offer to pay the supposed purchase price within a reasonable time, is FMB barred from enforcing the right-obligation-option for failure to comply with the contracts?

The Trial Court granted FMB judgment on the pleadings and denied Hajek's Motion for Reconsideration and ruled against Hajek at the close of all evidence.

4. Did FMB fail to prove that it was ready, able and willing to perform its right or option to redeem or its supposed obligation to redeem?

The Trial Court granted FMB judgment on the pleadings and denied Hajek's Motion for Reconsideration and ruled against Hajek at the close of all evidence.

5. If FMB is entitled to exercise the supposed option or enforce its own obligation to redeem, is it obligated to pay interest on the redemption price? If so, at what rate?

The Trial Court denied Hajek's Motion for Interest.