

IN THE CHANCERY COURT OF COUNTY, MISSISSIPPI

and

vs.

NO.

and

AMENDED COUNTERCLAIM

The defendants, , , (" "), and (" "), file their amended counterclaim as set of forth below:

23.

The defendants hereby adopt, reaffirm, and incorporate all the allegations contained in the Counterclaim asserted in their Answer to Amended Complaint and Counterclaim.

COUNT IV: BREACH OF CONTRACT

24.

The defendants incorporate by reference the foregoing paragraphs.

25.

Pursuant to the Contract made the subject of this suit, the plaintiffs purchased only those assets set forth of Exhibit "A" hereto. The assets plaintiffs did not purchase, as of , include, but are not limited to, third party receivables, CODs, NSF checks, Medicaid, petty cash on hand, out of date merchandise, credits and refunds for over-stocked merchandise, credit card receipts, prescription records, and cash and daily business through , , of either or , nor did the plaintiffs purchase any assets of .

26.

The plaintiffs, jointly and severally, breached the Contract made the subject of this suit by failing to return to the defendants any assets of and any monies they collected from third party receivables, or other assets not transferred to plaintiffs, for any transactions of either or prior to , .

27.

As a direct and proximate result of the plaintiffs' breach of Contract, the defendants have sustained real, actual, consequential, and resulting damages.

COUNT V: BREACH OF CONTRACT

29.

The defendants incorporate by reference the foregoing paragraphs.

30.

The plaintiffs breached the contract made the subject of this suit by refusing to inform the defendants of any changes in the interest rate of their SBA loan.

31.

On information and belief, as a direct and proximate result of the plaintiffs' breach of Contract, the defendants have sustained real, actual, consequential, and resulting damages.

COUNT VI: EQUITABLE RELIEF

32.

The defendants incorporate by reference the foregoing paragraphs.

33.

Pursuant to the Contract made the subject of this suit, the plaintiffs did not purchase the original pharmaceutical formulas and hand written notes that belong to and . The plaintiffs have refused to return these formulas and hand written notes to the defendants the plaintiffs have also refused to return to the defendants certain business records that are required by law to be kept on the premises of and for a time certain. The time for which these records must be kept on the premises has expired. The plaintiffs have further continued to use the recorded voice of for business purposes without authorization.

34.

The plaintiffs should be ordered to return the original pharmaceutical formulas and hand written notes that belong to and to return the business records belonging to and to the defendants, and to cease using the recorded voice of for any purpose.

COUNT VII: RELIEF AS TO

35.

is an adult resident citizen of County, Mississippi, who resides at , Mississippi.

36.

has loaned and the sum of \$. Pursuant to the Contract made the subject of this suit, the defendants purchased the account payables of and . The \$ loaned to and by was one of the account payables purchased by the

defendants. Therefore, the defendants are liable for the debts incurred by _____ and _____ to

RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, the defendants respectfully request the relief requested in the Counterclaim asserted in their Answer to Amended Complaint and Counterclaim, and the following additional relief:

(f) Compensatory, real, actual, consequential, and resulting damages for plaintiffs breach of Contract as asserted in paragraphs 24 through 31 herein.

(g) The Court order the plaintiffs to return the original pharmaceutical formulas and hand written notes that belong to _____ and _____ to _____ and _____, and further order to cease using _____ recorded voice for any purpose.

(h) The Court order the plaintiffs to pay _____ the sum of \$ _____ for repayments of the loans as asserted in paragraphs 31 and 32.

Respectfully submitted,

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for