

IN THE CHANCERY COURT OF COUNTY, MISSISSIPPI

and

vs.

NO.

and

AMENDED COMPLAINT FOR ACCOUNTING, CONVERSION, DAMAGES, DECLARATORY JUDGEMENT, AND FOR SPECIFIC PERFORMANCE OF CONTRACT

COMES NOW Plaintiffs, , and , by and through the undersigned counsel, and files this their Amended Complaint to add additional Plaintiffs and Defendants, and therefore, files this Amended Complaint against Defendants, , and and would show unto the Court the following facts, to-wit:

1 - 15.

The allegations of Paragraphs 1 - 15 of the original Complaint for Accounting, Conversion, Damages, Declaratory Judgment, and for Specific Performance of Contract are incorporated herein by reference in their entirety, and a copy of the original Complaint is attached hereto as Exhibit "A" and incorporated herein by reference as if copied herein in full.

16.

Plaintiff, , is a Mississippi corporation that may be served with process through its registered agent, , , , Mississippi .

17.

Plaintiff, , is a Mississippi corporation that may be served with process through its registered agent, , , , Mississippi .

18.

Defendant, , was a Mississippi corporation that was administratively dissolved by the Mississippi Secretary of State on , , and accordingly, can be served with process by serving its owners, and .

19.

Defendant, , was a Mississippi corporation that was administratively dissolved by the Mississippi Secretary of State on , , and accordingly, can be served with process by serving its owners, and .

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that their complaint will be received and filed by the Clerk and that process will issue for the Defendants named herein. Further, Plaintiff prays that upon a hearing in this cause, the Court will order the Defendants to

provide an accounting to Plaintiffs of all information as hereinabove delineated, and to order the Defendants to assume the debts relating to _____ and _____. Plaintiffs also prays that upon trial of this cause, the Court will award damages to Plaintiffs as follows: (1) damages in an amount of \$ _____; (2) damages in an amount of \$ _____; (3) damages in an amount of \$ _____; (4) damages in an amount of \$ _____; (5) damages in an amount of \$ _____; (6) as a result of Defendants' willful and continued refusal to perform under the terms of the contract, and willful refusal to turn over insurance proceeds and conversion of Plaintiffs' property, punitive damages in the amount of \$ _____; (7) attorneys' fees; and (8) any and all other relief which Plaintiffs may be entitled, together with pre-judgment and post-judgment interest thereon, and all costs of this action.

17.

Plaintiff, _____, is a Mississippi corporation that may be served with process through its registered agent, _____, _____, _____, Mississippi _____.

18.

Defendant, _____, was a Mississippi corporation that was administratively dissolved by the Mississippi Secretary of State on _____, _____, and accordingly, can be served with process by serving its owners, _____ and _____.

19.

Defendant, _____, was a Mississippi corporation that was administratively dissolved by the Mississippi Secretary of State on _____, _____, and accordingly, can be served with process by serving its owners, _____ and _____.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that their complaint will be received and filed by the Clerk and that process will issue for the Defendants named herein. Further, Plaintiff prays that upon a hearing in this cause, the Court will order the Defendants to provide an accounting to Plaintiffs of all information as hereinabove delineated, and to order the Defendants to assume the debts relating to _____ and _____. Plaintiffs also prays that upon trial of this cause, the Court will award damages to Plaintiffs as follows: (1) damages in an undetermined amount for Defendants' unauthorized and continued use of the checking accounts; (2) damages in an undetermined amount for the value of the damaged property that Defendants have claimed or failed to claim insurance reimbursement; (3) damages in an undetermined amount for the wrongful conversion of Plaintiffs' property from the _____ storage facility; (4) in the event the Court does not award specific performance regarding the claims of _____ and _____, damages in an amount to be determined equaling all amounts claimed by said entities against Plaintiffs for debts incurred by the Defendants; (5) damages in the amount of \$ _____ for renovations pursuant to contract that Defendants have failed to reimburse Plaintiffs; and (6) as a result of Defendants' willful and continued refusal to perform under the terms of the contract, and willful refusal to turn over insurance proceeds and conversion of Plaintiffs' property, punitive damages in the amount of \$ _____; (7) attorneys' fees; and (8) any and all other relief which Plaintiffs may be entitled, together with pre-judgment and post-judgment interest thereon, and all costs of this action.

Respectfully submitted,

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for