

IN THE CHANCERY COURT OF COUNTY, MISSISSIPPI

and

vs.

NO.

and

PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANTS

COMES NOW Plaintiffs, , , and by and through counsel and file this their Motion for Partial Summary Judgment against Defendants, , , and pursuant to Rule 56 of the Mississippi Rules of Civil Procedure and in support of said motion would show the following, to-wit:

1.

On or about , 20 , and entered into a Contract with and for the purchase of the assets of and . The contract was signed by all parties in their individual capacity. A copy of said Contract is attached hereto as Exhibit "A" and is incorporated herein by reference.

2.

On or about , 20 , an Addendum to the above-referenced Contract was executed by and between , , and in their individual capacities. The Addendum was executed to several issues and was drafted by the Defendants' counsel. A copy of said Addendum is attached hereto as Exhibit "B" and is incorporated herein by reference.

3.

Section I. of the Addendum provides as follows:

. Sellers shall reimburse Buyers in an amount not to exceed \$ for :

- (1) ;
(2) ;
(3) ;
(4) ;
(5) ;
(6) ;

- (7) ;
- (8) ;
- (9) ;
- (10) ;
- (11) ;
- (12) .

Buyers shall submit to Sellers an invoice containing a brief description of work performed, and Sellers shall promptly pay any such invoices for said remodeling expenses up to a total of \$.

Invoices were submitted to the Sellers on , 20 , in the amount of \$ and no payment has been received. A copy of said invoices are attached hereto as Exhibit "C" and are incorporated herein by reference.

Further, Paragraph 5 of the Plaintiffs' Complaint filed on , 20 , states as follows: ...The Addendum provided that Plaintiffs were allowed an amount not to exceed \$ for expenses incurred in . Plaintiffs were to submit invoices and up to \$ were to be paid by Defendants. The invoices were submitted on , 20 and no payments have been received.

Paragraph 5 of the Defendants' Answer and Counterclaim states:

"The allegations in paragraph 5 are admitted."

A copy of said Answer and Counterclaim is attached hereto as Exhibit "D" and is incorporated herein by reference.

4.

Section II. Of the Addendum provides as follows:

Disbursement of Proceeds. If Sellers are reimbursed for insured losses that occurred on or about , , said insurance proceeds will be disbursed as follows:

Any insurance proceeds representing reimbursement for losses incurred by and shall be paid to the Buyers.

Any insurance proceeds representing reimbursement for losses incurred to the Hospice stock shall be paid to Buyers. However, the Hospice shall receive a credit to their account in the amount of said reimbursement.

Any insurance proceeds representing reimbursement for losses incurred by shall be paid to Sellers.

In anticipation of receiving said insurance proceeds, Sellers will advance Buyers % of the estimated insurance claim as an advance disbursement of insurance proceeds as described above up to \$.

According to Exhibit numbers and of Defendants' Response to first Set of Interrogatories, the insurance proceeds were paid as follows:

a) Grant summary judgment in favor of Plaintiffs for damages in the amount of \$ for renovations pursuant to Contract for which Defendants have failed to reimburse Plaintiffs;

b) Grant summary judgment in favor of Plaintiffs for damages in the amount of \$ for insurance proceeds pursuant to the Addendum;

c) Any and all other relief which Plaintiffs may be entitled, together with prejudgment and post-judgment interest thereon.

Dated this the day of , 20 .

Respectfully submitted,

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for