

<p>Petitioner/Plaintiff,</p>)	
)	
)	
)	
V.)	CAUSE NO. _____
)	
Defendant/Respondent,)	

COMES NOW _____, by and through counsel and files this his Complaint against _____ and in support thereof states the following:

Plaintiff _____ ("____") is an adult resident citizen of _____,
____ County, _____.

Defendant _____ ("____") is an adult resident citizen of _____
County, _____ who may be served with process at his residence
_____, _____, _____ or at his
business address, _____, _____, _____, _____.

On _____, 20_____, _____ agreed to sell to _____ and _____ agreed to purchase from _____ fifty (50) shares of the capital stock of _____ a _____ business corporation the ("Corporation") pursuant to the terms of that certain Stock Purchase and Sale

Agreement dated _____, 20____ ("Agreement"). A copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. In connection with the execution of the Agreement, _____ executed a Promissory Note ("Note") dated _____, 20____ in the principal sum of \$_____ as payment for the balance of the purchase price, which Note provided for payment in _____ equal monthly installments of \$_____ each beginning _____, 20____ and reasonable attorney fees in the event of default. A copy of the Note is attached hereto as Exhibit "B" and incorporated herein by reference.

4.

By virtue of the execution and delivery of the Agreement and the Note, _____ became legally bound and obligated to pay _____ the balance of the purchase price for the stock in accordance with the terms specified in the Agreement and Note. In addition, _____ became legally bound and obligated to pay _____ and to otherwise indemnify, defend and hold harmless _____ against any and all claims, demands and actions related to the Corporation's business.

5.

_____ has defaulted under the Agreement and Note by failing or refusing to pay for the stock in accordance with the terms of the Agreement and Note. _____ has not received any payment for the stock from _____ since _____, 20____ and all payments accruing on and after _____, 20____ and presently due and payable.

6.

_____ has also defaulted under the terms of the Agreement by failing or refusing to indemnify, defend and hold harmless _____ from all claims, demands and actions related to or arising out of the conduct of _____ as required by the

Agreement. As a result of _____ default, _____ has been required to pay the following indebtedness related to or arising out of the conduct of the Corporation's business: (1) _____ the sum of \$_____; (2) _____, the sum of \$_____; (3) _____ the sum of \$_____; and (4) _____ the sum of \$_____, for a total of \$_____.

COUNT I.

PAYMENT OF PURCHASE PRICE

7.

The allegations of paragraphs 1 through 6 above are incorporated herein by reference and realleged herein.

8.

_____ has breached the Agreement and Note and is in default by virtue of his failure to pay _____ the _____ (_____) \$_____ monthly installments for the period from _____, 20_____ through _____, 20_____.

9.

As a result of _____ breach of the Agreement, _____ owes _____ the sum of \$_____ and _____ is entitled to a judgment for said principal sum, plus pre-judgment and post-judgment interest at the legal rate.

10.

In addition, _____ is entitled to recover reasonable attorney's fees in the amount of \$_____ and all costs of court, as provided by the Note.

COUNT II.

BREACH OF INDEMNITY AGREEMENT

11.

The allegations of paragraphs 1 through 10 above are incorporated herein by reference and realleged herein.

12.

_____ agreed to indemnify, defend and hold harmless _____ against any and all claims, demands and actions related to the conduct of the Corporation's business. However, _____ has failed or refused to indemnify, defend and hold harmless _____ against such claims and demands and is therefore in default under the Agreement between the parties. Because of _____ failure or refusal to indemnify, defend and hold harmless, _____ has been subjected to suits and other claims by the creditors of _____, resulting in the payment by _____ of \$_____ to such creditors, plus an expenditure of not less than \$_____ for attorney's fees in defending himself against such claims.

13.

Because of _____ failure or refusal to indemnify, defend and hold harmless _____ against such claims and demand as required by the Agreement, _____ has suffered damages in an amount not less than of \$_____ and is entitled to a judgment for said sum, plus pre-judgment and post-judgment interest on the entire amount at the legal rate until paid and reasonable attorney's fees and costs of court incurred in maintaining this action.

WHEREFORE, PREMISES CONSIDERED, _____ prays that Summon issue against _____, that he be cited to appear and answer herein, and that upon final hearing hereof _____ have judgment entered against in an amount not less than \$_____, with pre-judgment and post-judgment interest on the entire amount at the

legal rate, attorney's fees, and all costs of court. Plaintiff also prays for such other and further relief to which it may be entitled.

Respectfully submitted,

by:
