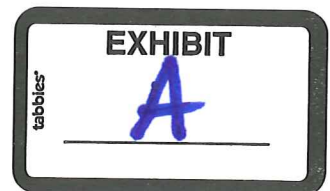


ORIGINAL

STATE OF TENNESSEE 20 TH JUDICIAL DISTRICT CHANCERY COURT	SUMMONS	CASE FILE NUMBER <i>11-1598-J</i>
PLAINTIFF CP ALABAMA, LLC		DEFENDANT CUMMINGS RESOURCES LLC
<p>TO: (NAME AND ADDRESS OF DEFENDANT)</p> <p>CUMMINGS RESOURCES LLC c/o Capitol Corporate Services Registered Agent 992 Davidson Drive, Suite B Nashville, Tennessee 37205-1051</p> <p>List each defendant on a separate summons.</p> <p style="text-align: right;">Method of Service:</p> <p>G Certified Mail G Davidson Co. Sheriff G *Comm. Of Insurance G *Secretary of State G *Out of County Sheriff G XPrivate Process Server G Other *Attach Required Fees</p>		
<p>YOU ARE SUMMONED TO DEFEND A CIVIL ACTION FILED AGAINST YOU IN CHANCERY COURT, DAVIDSON COUNTY, TENNESSEE. YOUR DEFENSE MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE THIS SUMMONS IS SERVED UPON YOU. YOU MUST FILE YOUR DEFENSE WITH THE CLERK OF THE COURT AND SEND A COPY TO THE PLAINTIFF'S ATTORNEY AT THE ADDRESS LISTED BELOW. IF YOU FAIL TO DEFEND THIS ACTION BY THE ABOVE DATE, JUDGMENT BY DEFAULT CAN BE RENDERED AGAINST YOU FOR THE RELIEF SOUGHT IN THE COMPLAINT.</p>		
<p>Attorney for plaintiff or plaintiff if filing Pro Se: (Name, address & telephone number) Derek W. Edwards, Esq. (TN BPR #021455) Waller Lansden Dortch & Davis, LLP Nashville City Center 511 Union Street, Suite 2700 Nashville, Tennessee 37219 Telephone: (615) 244-6380</p>	<p>FILED, ISSUED & ATTESTED</p> <p style="text-align: center;">NOV 21 2011</p> <p>CRISTI SCOTT, Clerk and Master By: <i>Elaine Harper</i> 1 Public Square Suite 308 Nashville, TN 37201 Deputy Clerk & Master</p>	
NOTICE OF DISPOSITION DATE		
<p>The disposition date of this case is twelve months from date of filing. The case must be resolved or set for trial by this date or it will be dismissed by the Court for failure to prosecute pursuant to T.R.C.P. 41.02 and Local Rule 18.</p> <p>If you think the case will require more than one year to resolve or set for trial, you must send a letter to the Clerk and Master at the earliest practicable date asking for an extension of the disposition date and stating your reasons. Extensions will be granted only when exceptional circumstances exist.</p>		
TO THE SHERIFF:	DATE RECEIVED	
	Sheriff	

***Submit one original plus one copy for each defendant to be served.

ADA Coordinator, Cristi Scott (862-5710)



RETURN ON SERVICE OF SUMMONS

I hereby return this summons as follows: (Name of Party Served)

Bar. Arred

Served BY HAND DELIVERY
 Not Served _____

Not Found _____
 Other _____

DATE OF RETURN:

11/22/11

By:

Kiel S. Brown

Sheriff or other authorized person to serve process

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case _____ to the defendant _____. On the _____ day of _____, 20____, I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____.

The return receipt is attached to this original summons to be filed by the Chancery Court Clerk & Master.

Sworn to and subscribed before me on this _____ day of _____, 20____.
Signature of _____ Notary Public or _____ Deputy Clerk

Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process.

My Commission Expires:

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

Mail list to: Clerk & Master
1 Public Square
Suite 308
Nashville TN 37201

Please state file number on list.

RECEIVED
NOV 22 2011
Dav. Co. Chancery Court

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

CERTIFICATION (IF APPLICABLE)

I, Cristi Scott, Clerk & Master of the Chancery Court in the State of Tennessee, Davidson County, do certify this to be a true and correct copy of the original summons issued in this case.

CRISTI SCOTT, Clerk & Master

By:

D.C. & M.

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE **FILED**
AT NASHVILLE

2011 NOV 21 PM 4:10

CLERK OF COURT
DAVIDSON COUNTY CHANCERY CT

CP ALABAMA, LLC,)
)
Plaintiff,)
)
v.)
)
CUMMINGS RESOURCES LLC,)
)
Defendant.)
)

Case No. 11-1598-I *EQA*

COMPLAINT

Comes now Plaintiff CP Alabama, LLC and states for its Complaint against Defendant Cummings Resources LLC as follows:

Parties and Jurisdiction

1. Plaintiff CP Alabama, LLC ("CP Alabama") is a Tennessee limited liability company with its principal place of business located at 555 Expressway Park Drive, Nashville, Tennessee 37210.
2. Defendant Cummings Resources LLC ("Cummings Resources") is a limited liability company, organized under the laws of the State of Delaware, and has identified its principal place of business as 1460 Main Street, Suite 200, Southlake, Texas.
3. Jurisdiction and venue are proper in this Court.

Factual Background

4. On or about April 22, 2011, CP Alabama entered into that certain Parking and Inventory Storage License Agreement (the "Agreement") with Cummings Resources.¹ Under the Agreement, CP Alabama granted a License (as defined in the Agreement) to Cummings Resources to use a portion of certain real property, which CP Alabama owns, commonly known as (a) 543 and 555 Expressway Park, Nashville, Tennessee (collectively, the "Tennessee Property"); and (b) 10 Industrial Parkway, Fort Deposit, Alabama (the "Alabama Property"), for parking and inventory storage. The Tennessee Property and Alabama Property are collectively referred to hereinafter as the "Licensed Property."

5. CP Alabama is the owner of the Licensed Property with all rights to enforce the Agreement.

A. Monthly Licensee Fees

6. During the term of the Agreement, which is twelve (12) months beginning on April 22, 2011, and ending on April 21, 2012, Cummings Resources agreed to pay to CP Alabama the sum of \$24,000 in monthly installments of \$2,000 each as "Monthly Licensee Fees" "*without set-off or deduction*" except for "abatement" as provided in Section 3 of the Agreement in exchange for its use of the Licensed Property. Section 3 of the Agreement provides for abatement of the Monthly Licensee Fees "in the event that [Cummings Resources'] business fails to generate at least \$100,000 in Actual Cumulative EBITDA Amount [as defined in the Agreement]... for any month," in which event "the Monthly License Fee for the following month may be deferred and accrued[.]" If Monthly Licensee Fees are deferred and accrued, then Cummings Resources nonetheless must "pay[] [them] in full on the earlier of (i) five (5) days

¹ Defendant Cummings Resources has a copy of the Parking and Inventory Storage License Agreement dated April 22, 2011, and therefore it is not attached to this Complaint, pursuant to Tennessee Rule of Civil Procedure 10.03.

following the end of the next month in which [Cummings Resources'] business generates at least \$100,000 in Actual Cumulative EBITDA Amount or (ii) on [April 21, 2012]." In any event, the total Monthly Licensee Fees are due *without set-off or deduction* not later than April 21, 2012.

7. Cummings Resources has failed to pay Monthly Licensee Fees due under the Agreement beginning on or about April 22, 2011, and continuing through the present.

8. Cummings Resources may be entitled to defer and accrue said Monthly Licensee Fees due on the 22nd day of each and every calendar month between April 22, 2011, and October 22, 2011, because its business has failed to generate at least \$100,000 in Actual Cumulative EBITDA Amount for each month beginning on or about April 22, 2011, and continuing through the present. For this reason, on November 7, 2011, CP Alabama corresponded with Cummings Resources demanding that it (a) explain said failure and (b) provide financial statements demonstrating that it has failed to generate at least \$100,000 in Actual Cumulative EBITDA Amount for each of those months not later than close of business on Wednesday, November 16, 2011. Otherwise, CP Alabama further demanded that Cummings Resources cure its failure to pay each of those Monthly Licensee Fees within five (5) days of its correspondence dated November 7, 2011.²

B. Utilities

9. In addition, pursuant to Section 4 of the Agreement, Cummings Resources agreed to "pay for all water, gas, electricity, sewer, telephone, and other utilities and services used on or from the Property in connection with the License." Payment of said utilities are not subject to abatement under the terms of the Agreement and utilities due and owing continue to accrue.

² Defendant Cummings Resources has a copy of CP Alabama's correspondence dated November 7, 2011, and therefore it is not attached to this Complaint, pursuant to Tennessee Rule of Civil Procedure 10.03.

10. Cummings Resources has failed to pay said utilities due under the Agreement beginning on or about April 22, 2011, and continuing through the present.

11. On November 7, 2011, CP Alabama corresponded with Cummings Resources (a) providing a statement disclosing said unpaid utilities as of November 7, 2011, in the amount of \$28,766.44 and (b) demanding that Cummings Resources reimburse said amounts to CP Alabama.

12. Cummings Resources has failed to respond to CP Alabama's correspondence dated November 7, 2011, concerning either Monthly Licensee Fees or utilities.

13. Cummings Resources has breached its obligations under the Agreement to pay unpaid utilities in the amount of \$28,766.44 as of November 7, 2011. Utilities continue to accrue. CP Alabama is entitled to damages, in an amount to be proven at trial, including additional unpaid utilities that continue to accrue plus other unsatisfied obligations under the Agreement, as the case may be, against Cummings Resources for its breach of the Agreement. Further, CP Alabama is entitled to recover pre-judgment interest, attorneys' fees, and other enforcement costs.

14. CP Alabama has not exercised, and does not intend to exercise, its right to terminate the Agreement on account of any payment defaults and does not deny, and does not intend to deny, Cummings Resources access to the Property or Licensed Property (as defined in the Agreement). Rather, CP Alabama expects Cummings Resources to honor its contractual obligations under the Agreement.

WHEREFORE, premises considered, Plaintiff CP Alabama, LLC prays for judgment against Defendant Cummings Resources LLC as follows:

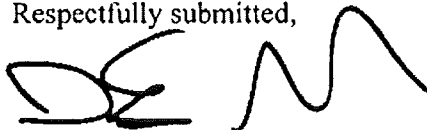
1. That the Court enter a monetary judgment in favor of Plaintiff CP Alabama, LLC against Defendant Cummings Resources LLC for damages in an amount of unsatisfied obligations under the Agreement in an amount to be proven at trial;

2. That the Court award pre-judgment interest in the amount of ten percent (10%) *per annum* in favor of Plaintiff CP Alabama, LLC against Defendant Cummings Resources LLC;

3. That the Court award attorneys' fees, and other enforcement costs in favor of Plaintiff CP Alabama, LLC against Defendant Cummings Resources LLC; and

4. That the Court award such other, further, and general relief as the Court deems appropriate or to which Plaintiff CP Alabama, LLC shows itself entitled.

Respectfully submitted,



Derek W. Edwards (Tenn. BPR # 021455)

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Attorneys for CP Alabama, LLC