

FILED

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

2009 JUN 10 PM 1:51

THE SHOPPING CENTER GROUP, LLC,)

Plaintiff,)

v.)

NEWTON OLDACRE MCDONALD, LLC)
and NASHVILLE WEST SHOPPING)
CENTER, LLC,)

Defendants.)

CLIFF VANCE MASTER
DAVIDSON CO. CHANCERY CT.

[Signature] DC&M

Docket No. 09-1151-II

COMPLAINT

Comes now the Plaintiff and for its cause of action would state to this court as follows:

1. The Plaintiff, The Shopping Center Group, LLC, hereinafter "TSCG", is a Georgia Limited Liability company authorized to do business in the State of Tennessee with offices located at 1102 17th Avenue South, Suite 400, Nashville, TN 37212. The Plaintiff is a full service commercial real estate specialist.

2. The Defendant, Newton Oldacre McDonald, LLC, hereinafter "NOM" is a Alabama Limited Liability company authorized to do business in the State of Tennessee with offices at 3841 Green Hills Village Drive, Suite 400, Nashville, TN 37215. NOM may be served with service of process upon its attorney, Craig V. Gabbert, Jr., Harwell, Howard, Hyne, Gabbert & Manner, P.C., Regions Center, Suite 1800, 315 Deaderick Street, Nashville, TN 37238.

3. The Defendant, Nashville West Shopping Center, LLC, hereinafter "Nashville West", is a Tennessee Limited Liability company who may be served with service of process upon its registered agent, E.H. Camp, III, 3841 Green Hills Village Drive, Suite 400, Nashville, TN 37215.

[Handwritten initials]

4. On September 17, 2007, TSCG and Defendants entered into a written contract concerning certain retail development leases with Logan's Roadhouse, Inc. A copy of the contract is attached hereto as Exhibit 1.

5. On August 6, 2008, TSCG and Defendants entered into a written contract concerning certain retail development concerning leases with Visionary Properties, Inc. d/b/a Doctor's ValuVision. A copy of the contract is attached hereto as Exhibit 2.

6. On September 17, 2008 TSCG and Defendants entered into a written contract concerning certain retail development relating to Champion Ventures, LLC d/b/a Sport Clips as lessee. A copy of the contract is attached hereto as Exhibit 3.

7. On September 17, 2008 TSCG and Defendants entered into a written contract concerning certain retail development relating to Game Stop as lessee. A copy of the contract is attached hereto as Exhibit 4.

8. All of the contracts involve the leasing of retail space in the Nashville West Shopping Center located in Nashville, Davidson County, Tennessee.

9. Pursuant to the terms of said contracts, Defendants currently owe to TSCG certain commissions listed below.

- a. Logan's Roadhouse invoice number 11033 in the amount of \$114,750.72.
- b. Doctor's ValuVision invoice number 11739 in the amount of \$26,000.82.
- c. Sports Clips invoice number 11127 in the amount of \$3,184.50.
- d. Games Stop invoice number 11836 in the amount of \$4,270.00.
- e. Logan's Roadhouse invoice number 11034 in the amount of \$114,750.72.

Total: \$ 262,956.76

10. TSCG has performed its contractual obligations pursuant to the terms of the contract and has demanded in writing payment of the amounts set out above but Defendants have failed and refused to satisfy their obligations.

11. Defendants are in material breach of their contractual obligations owed to TSCG and is indebted to TSCG in the amount of \$262,956.76 plus certain other amounts to be established at trial.

12. Pursuant to the agreements referred to above, TSCG is entitled to recover its reasonable attorney's fees.

PREMISES CONSIDERED, The Shopping Center Group, LLC prays:

1. That proper process issue and be served upon Defendants requiring them to answer this complaint within the time provided by law.

2. That a judgment be entered against Defendants in the amount of \$262,956.76 plus pre-judgement interest.

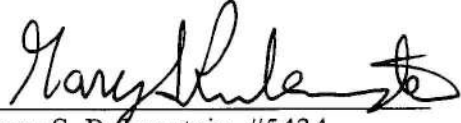
3. That a judgment for The Shopping Center Group, LLC attorney's fees be entered against Defendants.

4. That a judgment be entered against Defendants and in favor of the Plaintiff, The Shopping Center Group, LLC for discretionary costs and court costs.

5. That The Shopping Center Group, LLC be awarded such other and further relief as to this court deems just and proper.

Respectfully submitted,

SCHULMAN, LEROY & BENNETT, P.C.

A handwritten signature in black ink, appearing to read "Gary S. Rubenstein", written over a horizontal line.

Gary S. Rubenstein, #5434
501 Union Street, Suite 701
P.O. Box 190676
Nashville, TN 37219-0676
(615) 244-6670