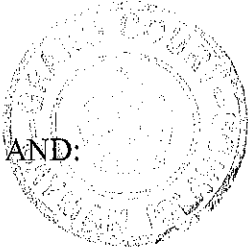


IN THE GRAND COURT OF THE CAYMAN ISLANDS

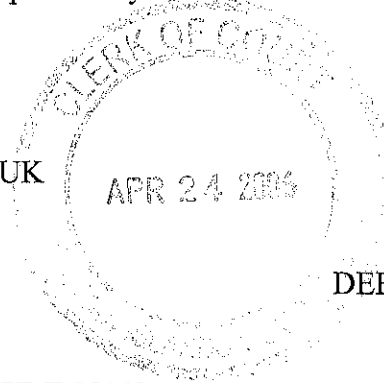
CAUSE NO 152 OF 2006

BETWEEN: WELLS FARGO BANK, N.A. (previously known as Wells Fargo Bank Wisconsin, N.A.; previously known as Norwest Bank Wisconsin N.A.)



AND:

(1) JOSEPH W STASIUK  
(2) LISA J STASIUK



PLAINTIFF

DEFENDANTS

**WRIT OF SUMMONS**

TO: JOSEPH W STASIUK AND LISA J STASIUK OF PO BOX 399 GT, GRAND CAYMAN.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within [14 days] after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 24<sup>th</sup> day of April, 2006.

NOTE – This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

### **IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

### **STATEMENT OF CLAIM**

1. At all material times the Plaintiff was a large commercial bank. It is currently the largest financial institution headquartered in the western United States and spans all of North America.
2. The First Defendant has held a deposit account with the Plaintiff since around January 1997. Various of the First Defendant's business entities also had accounts with the Plaintiff. The Second Defendant, Lisa Stasiuk, is the wife of the First Defendant.
3. On or around 18 September 1998 the Defendants took out a loan with the Plaintiff for the sum of US\$100,000 ("the 1998 Loan").
4. A further loan was taken out on 25 May 1999 for the sum of US\$250,000 pursuant to the terms of a Commercial Note and Credit Agreement ("the 1999 Loan"). Of this, \$100,050.00 was used to pay off the principle balance of the 1998 Loan, US\$694.88 paid the interest and US\$250.00 paid the originating fee. Therefore the indebtedness of the 1998 Loan was cleared. Pursuant to the terms of the 1999 Loan, the principal sum was due on 1 June 2000. The interest rate of the 1999 Loan was 1% above the base rate of Norwest Bank Wisconsin, National Association with an initial base rate of 8.75%. Interest was payable on the 1999 Loan monthly, commencing 25 June 1999 and on the same day of each succeeding month and on the date for payment of the principal. Further, a late fee

was payable each time that a scheduled payment was not paid when due or within 10 days afterwards at the rate of 5% of the full amount of the late payment.

5. A further loan was taken out on 1 July 2000 for the sum of US\$250,000 pursuant to the terms of a Commercial Note and Credit Agreement (“the 2000 Loan”). Part of this loan was used to pay off the 1999 loan. Pursuant to the terms of the 2000 Loan, the principal sum was due on 1 June 2001. The interest rate of the 2000 Loan was 1% above the base rate of Wells Fargo Bank Wisconsin, N.A. with an initial base rate of 10.5%. Interest was payable on the 2000 Loan monthly, commencing 1 August 2000 and on the same day of each succeeding month and on the date for payment of the principal. Further, a late fee was payable each time that a scheduled payment was not paid when due or within 10 days afterwards at the rate of 5% of the full amount of the late payment.
6. A further loan was taken out on 1 June 2001 for the sum of US\$250,000 pursuant to the terms of a Commercial Note and Credit Agreement (“the 2001 Loan”). Part of this loan was used to pay off the 2000 loan. Pursuant to the terms of the 2001 Loan, the principal sum was due on 1 September 2001. The interest rate of the 2001 Loan was 2% above the base rate of Wells Fargo Bank Wisconsin, N.A. with an interest rate of 9%. Interest was payable on the 2001 Loan monthly, commencing 1 July 2001 and on the same day of each succeeding month and on the date for payment of the principal. Further, a late fee was payable each time that a scheduled payment was not paid when due or within 10 days afterwards at the rate of 5% of the full amount of the late payment.
7. The Defendants deposited security of stock certificates and entered into a Consumer Collateral Pledge Agreement on 18 September 1998 (“CCPA 1998”). Pursuant to the CCPA 1998, in consideration of any financial accommodation granted by the Plaintiff to the Defendants, the Defendants granted to the Plaintiff a security interest in the following stock certificates: UPE 12351, SS 100244, NS 947983, N 193210, BNY 267003, NX 29585, NP 524548 and NX 164778.

8. The Defendants entered into a further Consumer Collateral Pledge Agreement on 29 April 1999 (“CCPA April 1999”) which was in the same terms as the CCPA 1998 and the same stock was pledged.
9. The Defendants entered into a further Consumer Collateral Pledge Agreement on 25 May 1999 (“CCPA May 1999”) which was in the same terms as the CCPA 1998 and CCPA April 1999 and the same stock was pledged. However, the security over the stock was increased from US\$100,000 to US\$250,000.
10. The Defendants defaulted on the terms of the 2001 Loan as they did not repay the principal sum due on 1 September, 2001. Further, although they made some interest payments, no sums have been received from the Defendants since 9 April, 2002. This was a breach of the clause entitled “Repayment Terms” of the 2001 Loan. As such, an event of default occurred pursuant to the CCPA May 1999 and pursuant to clause 5(iii) of the CCPA May 1999, on 2 March 2003 the Plaintiff traded the security. The sale realised the sum of US\$31,796.25 which was credited to the account on 11 March, 2003.
11. The Defendants have not made any payments towards capital or interest in respect of the 2001 Loan since 9 April, 2002.
12. The principal sum now outstanding to the Plaintiff from the Defendants is US\$218,202.07 with accrued interest of US\$65,320.27 making the total sum due as at 24 April, 2006 US\$283,522.34.

AND THE PLAINTIFF claims against the Defendants:-

1. The sum of US\$218,202.07 in respect of the principal and US\$65,320.27 unpaid interest to the date of issue.

BETWEEN: WELLS FARGO BANK, N.A. (previously known as Wells Fargo Bank Wisconsin, N.A.; previously known as Norwest Bank Wisconsin N.A.)

PLAINTIFF

AND: (1) JOSEPH W STASIUK (2) LISA J STASIUK

DEFENDANTS

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY. Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes no

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence o, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Turner & Roulstone  
Attorneys-at-Law for the Plaintiff  
P.O. Box 2636GT  
Strathvale House  
90 North Church Street  
George Town  
Grand Cayman  
Ref: RL/as/0284-0001

*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

[Empty box for defendant's attorney indorsement]