

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

GEOFF TILLEY and ADEX SALES INC.

PLAINTIFFS

-and-

DALE ST. JEAN, GREG TINDALL, TRANSCAP CORPORATION and XYZ LTD.

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff, **ADEX SALES INC.**, is a corporation duly incorporated pursuant to the laws of the Province of British Columbia and carrying on business in Alberta and the Plaintiff, **GEOFF TILLEY**, is an individual currently residing in the Town of West Kelowna in the Province of British Columbia (hereinafter collectively and individually referred to as the "Plaintiffs").
2. The Defendants, **DALE ST. JEAN** and **GREG TINDALL**, insofar as known to the Plaintiffs, are individuals residing in the City of Calgary in the Province of Alberta and who, to the knowledge of the Plaintiffs carry on business as, the Defendant, **TRANSCAP CORPORATION**, a corporation duly incorporated pursuant to the laws of the Province of Alberta and carrying on business in Alberta (hereinafter collectively and individually referred to as the "Defendants").
3. Further, or in the alternative, the Defendants, **DALE ST. JEAN** and **GREG TINDALL**, insofar as known to the Plaintiffs, are individuals residing in the City of Calgary in the Province of Alberta and who, to the knowledge of the Plaintiffs carry on business as, the Defendant, **XYZ LTD.**, a corporation duly incorporated pursuant to the laws of the Province of Alberta and carrying on business in Alberta (hereinafter collectively and individually referred to as the "Defendants").

4. On or about February 1, 2008, the Defendants executed a Promissory Note and Personal Agreement in favour of the Plaintiffs with a face amount of \$125,000.00, repayable with interest at 22 percent per annum. Pursuant to the provisions of the Promissory Note and Personal Agreement, the principal amount was due and payable on January 31, 2014 plus interest. The Promissory Note and Personal Agreement evidenced a loan that the Plaintiffs gave to the Defendants.
5. On or about December 1, 2008, the Defendants executed a Promissory Note and Personal Agreement in favour of the Plaintiffs with a face amount of \$150,000.00, repayable with interest at 22 percent per annum. Pursuant to the provisions of the Promissory Note and Personal Agreement, the principal amount was due and payable on November 30, 2014 plus interest. The Promissory Note and Personal Agreement evidenced a loan that the Plaintiffs gave to the Defendants.
6. The Plaintiffs demanded and hereby demand payment in accordance with the terms of the Promissory Notes and Personal Agreements but the Defendants have failed, omitted or refused to make any payment under the Promissory Notes and Personal Agreements
7. The Plaintiffs hereby demand and claim from the Defendants in accordance with the terms of the Promissory Notes and Personal Agreements. The Defendants have not made any payment to the Plaintiffs since the date of the Promissory Notes and Personal Agreements were executed and the full balance of \$275,000.00, plus interest is due and owing.
8. The Plaintiffs claim interest on the principal amount of the Promissory Notes and Personal Agreements in the amount of 22 percent per annum as per the provisions of the Promissory Notes and Personal Agreements and any associated sum is due and owing.
9. In the alternative, the Plaintiffs claim interest on the amount due and owing pursuant to the provisions of the *Judgment Interest Act* R.S.A 2000 c.J-1.

10. The Plaintiffs claim the costs of this action on a full indemnity basis pursuant to the foregoing and on the basis of the provisions of the Promissory Notes and Personal Agreements.
11. The Plaintiffs propose that the Trial of this action be held at the Calgary Courts Centre in the City of Calgary in the Province of Alberta.
12. The Plaintiff proposes that the Trial of this action will likely take less than 25 days.

**WHEREFORE THE PLAINTIFFS CLAIM AGAINST THE DEFENDANTS,
JOINTLY AND SEVERALLY:**

1. The sum of \$275,000.00 being the principal owing under the Promissory Notes and Personal Agreements;
2. Interest on the sum of \$275,000.00 at 22 percent per annum;
3. Further, or in the alternative, interest pursuant to the *Judgment Interest Act*, R.S.A. 2000, c.J-1;
4. Cost of this Action on a solicitor and client or full indemnity basis; and
5. Such further and other remedy that this Honourable Court may deem just.

DATED at the City of Calgary in the Province of Alberta this 27 day of October, 2010;
AND DELIVERED BY BEAUMONT CHURCH, solicitors for the Plaintiff, whose address for service is in care of its said solicitors at 300, 2912 Memorial Dr. S.E., Calgary, Alberta T2A 6R1,
Attention: Spencer R. Bates.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Calgary, at the City of Calgary, in the Province of Alberta this 27 day of October, 2010.



Clerk of the Court

NOTICE TO DEFENDANTS:

To: **DALE ST. JEAN, GREG TINDALL, TRANSCAP CORPORATION and XYZ LTD.**

You have been sued. You are the Defendants. You have only 15 days to file and serve a Statement of Defence or Demand of Notice. You or your lawyer must file your Statement of Defence or Demand of Notice in the office of the Clerk of the Court of Queen's Bench in Calgary, Alberta. You or your lawyer must leave a copy of your Statement of Defence or Demand of Notice at the address for service for the Plaintiff named in the Statement of Claim.

WARNING: If you do not do both things within 15 days, you may automatically lose the law suit. The Plaintiffs may get a Court judgment against you if you do not file, or do not give a copy to the Plaintiffs, or do either thing late.

This Statement of Claim is issued by

BEAUMONT CHURCH LLP
Barristers and Solicitors
300, 2912 Memorial Drive S.E.
Calgary, Alberta T2A 6R1
Tel: 264-0000
Fax: 264-0478

Attention: Spencer R. Bates

Solicitors for the Plaintiffs whose address for service is in care of the said solicitors.

The Plaintiffs reside and carry on business in at West Kelowna, British Columbia.

The Defendants (so far as known to the Plaintiffs) reside and carry on business in Calgary, Alberta

Action No. 1001-15948

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-and-

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DEFENDANTS
SCS 279 900

STATEMENT OF CLAIM

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Attention: Spencer R. Bates

File: 73200/SRB

