

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

G003

CAUSE NO. _____ of 2011

BETWEEN:

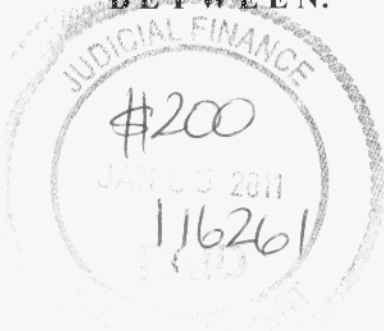
ESSO STANDARD OIL S.A. LTD.

Plaintiff

and

PSB LTD.

Defendant



WRIT OF SUMMONS



TO: PSB Ltd. (ordinary resident company #173085)
Registered Office Address
c/o Abacus Management Limited.
Elizabethan Square
PO Box 2499
Grand Cayman KY1-1104

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 the Court Office, P.O. Box 495 Grand Cayman KY1-1106, Cayman Islands, 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 5th day of January, 2011

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM


1. The Plaintiff is the freehold owner entitled to possession of the premises being all that parcel of land together with all of the buildings and other structures on it known as Delworth's Esso situated at 334 North Church Street, George Town Central Block 13E Parcel 16, Grand Cayman, Cayman Islands ("the Premises").
2. By a lease made on 3rd November 2006 between the Plaintiff and the Defendant ("the Lease") the Premises were demised to the Defendant as Operator of the Service Station for a term of one (1) year commencing 3rd November 2006 at a rent of CI\$108,240 for the first year of the Lease payable to the Plaintiff by monthly installments of CI\$9,020 (Clause 3.3.1 of the Lease).
3. Subject to clause 3.2, the Lease was to expire on 2nd October 2007. Clause 3.2.1 of the Lease allowed for the Plaintiff to extend the term of the Lease at their discretion by providing a written notice to the Defendant for a further two (2) year Lease term expiring on 2nd November 2009.
4. By written notice dated 13th November 2007 the Plaintiff validly extended the Lease until 2nd November 2009 upon which date the Lease expired.
5. Save for the written notice of 13th November 2007 no written extension of the Lease has been provided to the Defendant by the Plaintiff pursuant to Clause 3.2.1 of the Lease or at all. With the Plaintiff's consent the Defendant continued in occupation of the Premises under a monthly periodic tenancy under section 51(1) of the Registered Land Law (2004 Revision).
6. From the expiration of the Lease to the date of issue herein the Defendant has remained in occupation of the Premises paying rent on a monthly basis to the Plaintiff.

7. On 3rd December 2010 the Plaintiff gave to the Defendant written notice of termination (“the notice”) of the monthly periodic tenancy under section 45(3) of the Registered Land Law (2004 Revision). This notice also constitutes notice pursuant to section 15 of the Landlord and Tenants Law (1998 Revision).
8. The notice gave the Defendant until 4 January 2011 to make arrangements for the orderly vacating of the Premises following termination of the periodic tenancy.
9. By delivery of the notice to the Defendant the Plaintiff withdrew its consent to the Defendant’s continued period tenancy.
10. The Plaintiffs have not and will not accept rental payments from the Defendant beyond 4 January 2011 when the period tenancy has expired.
11. In the event that the Defendant its employees or agents remain in occupation of the Premises beyond 4th January 2011 it will be doing so without the consent of the Plaintiff to occupy the Premises, and furthermore the Defendants then fall within the ambit of *tenants holding over after the expiration of the term* in section 15 of the Landlord and Tenants Law (1998 Revision).
12. The Plaintiffs rely upon their entitlement to double rent under section 15 of the Landlord and Tenants Law (1998 Revision) should the Defendants continue to occupy the Premises beyond 4th January 2011.
13. Further the Plaintiff seeks interest pursuant to Section 34 of The Judicature Law (2004 Revision), on all sums found to be due to it at the rate of 2 ⅜% per annum prescribed by the Judgment Debts (Rates if Interest) Rules 2010 from the date of issue herein until Judgment or payment in full.

AND THE PLAINTIFF CLAIMS:

- (1) Possession of the Premises.
- (2) Rent pursuant to Section 15 of the Landlord and Tenants Law (1998 Revision) pro rated for any period of time that the Defendant is a tenant holding over beyond the expiration of the term of the lease.
- (3) Interest pursuant to the Judicature Law upon the rent in (2) above or such other money damages that the Court sees fit to award to the Plaintiff.
- (4) Such other relief as the Court thinks fit.

Dated this 5th day of January 2011



PRIESTLEYS
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: PSB Ltd. (ordinary resident company #173085)
Registered Office Address
c/o Abacus Management Limited.
Elizabethan Square
PO Box 2499
Grand Cayman KY1-1104

This Writ and Statement of Claim is issued by Priestleys Attorneys-at-Law for the Plaintiff herein whose address for service is Units 11 & 12 Galleria Plaza, 638 West Bay Road, P.O. Box 30310, Grand Cayman, KY1-1202

Esso Standard Oil (Cayman) S.A. Ltd. v. PBS Ltd.
Acknowledgment of Service

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (14) days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Writ, the defence need not be served until fourteen (14) days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) days for acknowledging service, a Writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an Attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

B E T W E E N:

CAUSE NO. _____ of 2011

ESSO STANDARD OIL S.A. LTD.

Plaintiff

and

PSB LTD.

Defendant

**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 []

Esso Standard Oil (Cayman) S.A. Ltd. v. PBS Ltd.
Acknowledgment of Service

Service of the Writ is acknowledged accordingly

(Signed) _____

Address for service:

Please see overleaf.....

Esso Standard Oil (Cayman) S.A. Ltd. v. PBS Ltd.
Acknowledgment of Service

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 physical address of his residence or, 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.

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

PRIESTLEYS
ATTORNEYS-AT-LAW
UNITS 11 & 12, GALLERIA PLAZA
638 West Bay Road
PO BOX 30310
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, KY1-1202

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

This acknowledgment of service is issued by Priestleys Attorneys-at-Law for the Plaintiff herein whose address for service is Units 11 & 12 Galleria Plaza, 638 West Bay Road, P.O. Box 30310, Grand Cayman, KY1-1202