



GRAND COURT OF THE CAYMAN ISLANDS
SUMMONS

CAUSE NO: OF 2025

BETWEEN:

MOORE & MOORE INVESTMENTS GROUP LTD

Plaintiff

-AND-

NAUL C. BODDEN

First Defendant

IAN WIGHT

Second Defendant

MATTHEW IAN WIGHT

Third Defendant

NCB HOMES LTD.

Fourth Defendant

WRIT OF SUMMONS

TO:

Naul C. Bodden

PO Box 1168
1 Sardinia Cl Lot 20
Grand Cayman KY1-1102
Cayman Islands

Ian Wight

#302 Cypress Pointe North
Crystal Harbour
Grand Cayman

Matthew Ian Wight

#34 Coconut Drive
George Town
Grand Cayman

NCB Homes Ltd.

PO Box 472
Grand Cayman KY1-1106
Cayman Islands

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, P.O. Box 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgment without stating therein your 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 1st day of December 2025

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. The Plaintiff is a company incorporated in the Cayman Islands whose registered office is 190 Elgin Avenue, George Town, Grand Cayman KY1-9008 Cayman Islands.
2. The First Defendant is an individual whose address is 1 Sardinia CL Lot 20, Grand Cayman KY1-1102 Cayman Islands.
3. The Second Defendant is an individual whose address is #302 Cypress Pointe North, Crystal Harbour, Grand Cayman.
4. The Third Defendant is an individual whose address is #34 Coconut Drive, George Town, Grand Cayman.
5. The Fourth Defendant is a company incorporated in the Cayman Islands whose registered office is P.O. Box 472, Harbour Place, 2nd Floor, North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106 Cayman Islands.
6. A group of lenders (the “**Lenders**”), the Plaintiff and Auburn Bay Ltd. (the “**Borrower**”) entered into a loan agreement dated 31 August 2021 (the “**Loan Agreement**”). The Loan Agreement was subsequently amended by deeds of amendment. The terms of the Loan Agreement, subsequent to the amendments, were, *inter alia*, as follows:
 - 6.1. The Borrower borrowed US\$ 10,025,000 from the Lenders (the “**Principal**”);
 - 6.2. Absent default, interest on the Principal was to be paid in monthly installments at an interest rate of 20% per annum;
 - 6.3. In the event of default, interest on any unpaid amounts would increase to 30% per annum accruing daily; and

6.4. The repayment date for all amounts falling due under the Loan Agreement was 30 June 2025.

7. The Plaintiff and the Defendants entered into a Guarantee dated 19 September 2024 (the “**Guarantee**”). The terms of the Guarantee are, *inter alia*, as follows:

- 7.1. Each of the Defendants was defined as a Guarantor and executed the Guarantee in that capacity;
- 7.2. The Plaintiff entered into the Guarantee on behalf of itself and in its capacity as agent on behalf of the Lenders (the “**Lender Parties**”) (Clause 1.1 and Clause 2.3 of the Guarantee);
- 7.3. The obligations of the Defendants under the Guarantee were defined as follows: “*all present and future monies, obligations and liabilities owed by the Borrower by way of interest payments (including, without limitation, default interest), whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents*” (the “**Guaranteed Obligations**”) (Clause 1.1 of the Guarantee);
- 7.4. The Defendants on a joint and several basis agreed to “*indemnify and keep indemnified the Lender Parties in full and immediately on demand from and against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender Parties arising out of, or in connection with the Guaranteed Obligations not being recoverable for any reason or any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.*” (Clause 2.2 of the Guarantee); and
- 7.5. The Defendants further agreed to “*immediately on demand, pay to, or reimburse, the Lender Parties on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender Parties in connection with: ...(d) the preservation,*

or exercise and enforcement, of any rights under or in connection with this Guarantee or any attempt so to do... ” (Clause 5.1 of the Guarantee).

8. On 30 June 2025, the Borrower failed to make repayment of the amounts falling due under the Loan Agreement. On that date, the full Principal remained outstanding and the Borrower was in arrears with respect to interest and other payments falling due under the Loan Agreement.
9. As of 30 June 2025, the Borrower was in arrears with respect to interest payments in the amount of US\$ 238,534.25. As a result of the default on 30 June 2025, the default interest at the rate of 30% per annum began to accrue daily on the Principal pursuant to the terms of the Loan Agreement.
10. As of 30 September 2025, the Borrower had made partial payments in the amount of US\$ 392,479.44 to the Lenders. The foregoing payments were less than the interest accruing under the Loan Agreement. As of that date, the total interest due under the Loan Agreement had increased to US\$ 595,869.88.
11. The Borrower has made no further payments since 30 September 2025 and remains in default of the Loan Agreement.
12. On 6 November 2025, the Plaintiff sent a letter of demand to the Defendants (the “**Demand Letter**”), pursuant to the Guarantee, demanding payment of the Guaranteed Obligations by no later than 12 November 2025. In default of their obligations under the Guarantee the Defendants have failed to make payment in respect of the Guaranteed Obligations.
13. As of 1 December 2025, the interest outstanding under the Loan Agreement and payable by the Defendants under the Guarantee is US\$ 1,106,732.89 and is increasing at a daily rate of US\$ 8,239.73. Alternatively, if the default rate of interest is not applied, the amount of interest outstanding is US\$ 686,506.86 and the interest is increasing at a daily rate of US\$ 5,493.15.
14. The Defendants are further liable for all costs and expenses (including legal fees) on the full indemnity basis from the exercise and enforcement of the Guarantee.

15. Pursuant to the terms of the Loan Agreement and Guarantee interest shall continue to accrue at the rate of 30% (alternatively 20%) per annum calculable daily both prior to and subsequent to judgment.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANTS:

- (1) US\$ 1,106,732.89 as of 1 December 2025 pursuant to the Guarantee, increasing at a daily rate of US\$ 8,239.73;
- (2) Alternatively, US\$ 686,506.86 as of 1 December 2025 pursuant to the Guarantee, increasing at a daily rate of US\$ 5,493.15;
- (3) Interest on any judgment in these proceedings at the rate of 30% (alternatively 20%) per annum calculable daily; and
- (4) All costs and expenses including legal costs relating to the enforcement of the Guarantee including the costs of these proceedings on the full indemnity basis pursuant to the terms of the Guarantee.

Dated this 1st day of December 2025

Broadhurst

Broadhurst LLC

Attorneys-at-Law for the Plaintiff.

This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** was issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 4th Floor, Monaco Towers, 54 Edward Street, Grand Cayman, Cayman Islands, KY1-1104.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF
WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman.
3. A Defendant who states in his Acknowledgment 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).
4. If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
5. If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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 14 days after his Acknowledgment, 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.

See over for notes for guidance.

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 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, he must complete the form 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 step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, an Attorney acting for a guardian ad litem must complete the form.
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**

CAUSE NO: OF 2025

BETWEEN:

MOORE & MOORE INVESTMENTS GROUP LTD

Plaintiff

-AND-

NAUL C. BODDEN

First Defendant

IAN WIGHT

Second Defendant

MATTHEW IAN WIGHT

Third Defendant

NCB HOMES LTD.

Fourth Defendant

**ACKNOWLEDGEMENT 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.*

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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 see 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 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.

BROADHURST LLC
4th Floor, Monaco Towers
54 Edward Street
George Town
Cayman Islands

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