



**GRAND COURT OF THE CAYMAN ISLANDS
SERVICES DIVISION**

CAUSE NO. FSD of 2023

**BLUEFLAME DIGITAL CAPITAL
MANAGEMENT (FORMERLY
STONEGATE DIGITAL ASSET CAPITAL
MANAGEMENT, LLC)**

Plaintiff

AND:

**ODIN88 GP LTD. (ACTING IN ITS
CAPACITY AS GP OF THE ODIN88
CRYPTO MASTER FUND (CAYMAN) LP)**

Defendant

WRIT OF SUMMONS

TO: ODIN88 GP LTD. (ACTING IN ITS CAPACITY AS THE GENERAL PARTNER OF THE ODIN88 CYRPTO MASTER FUND (CAYMAN) LP) of c/- WB Corporate Services (Cayman) Ltd, Artemis House, 67 Fort Street, 1st Floor, Grand Cayman KY1-1111

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, 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 24th May 2023

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 BlueFlame Digital Capital Management (formerly known as Stonegate Digital Asset Capital Management, LLC), a limited liability company incorporated in the State of Georgia, USA (the “**Investment Manager**”).
2. At all material times, the Investment Manager acted as the investment manager of the BlueFlame Diversified Digital Asset Fund I, LP (formerly known as the Stonegate Diversified Digital Asset Fund Ltd.) (the “**Fund**”). The Fund was a company incorporated in the Cayman Islands and whose former address is International Corporation Services Ltd. Harbour Place, 2nd Floor, 103 South Church Street PO Box 472, George Town, Grand Cayman KY1-1106 Cayman Islands.
3. The Defendant is ODIN 88 GP Ltd. (acting in its capacity as the General Partner of the ODIN 88 Crypto Master Fund (Cayman) LP) (“**ODIN Fund**”) (collectively “**ODIN**”), being an exempted limited liability company incorporated in the Cayman Islands. ODIN’s address is WB Corporate Services (Cayman) Ltd, Artemis House, 67 Fort Street, 1st Floor, Grand Cayman KY1-1111.
4. The Investment Manager’s claim herein is made in its capacity as a third party to the ‘Subscription Agreement’ (defined below), pursuant to section 4 of the Contracts (Rights of Third Parties) Law, 2014 (the “**Law**”). In accordance with s.4 of the Law, the Investment Manager may enforce the terms of the Subscription Agreement as (a) it is expressly identified in the Subscription Agreement, and (b) the Subscription Agreement expressly provides in writing that the Investment Manager may enforce the Subscription Agreement. Both such conditions are satisfied.

Agreement by ODIN to invest in the Fund

5. On 1 August 2018, ODIN agreed to make certain investments in the Fund. As the minimum subscription amount in the Fund was US\$5,000,000 and ODIN wished to make an initial investment of US\$500,000 with further investments to follow, the Fund and ODIN entered into two related agreements:
 - a) the Subscription Agreement (the “**Subscription Agreement**”);
 - b) the Letter Agreement (the “**Letter Agreement**”);

(collectively the “**Agreements**”).

Subscription Agreement

6. Pursuant to the terms of the Subscription Agreement entered into between ODIN and the Fund dated 1 August 2018, ODIN subscribed and paid for US\$500,000 of investment shares in the Fund, and the Fund accepted Odin’s offer to subscribe for said shares.
7. The terms and conditions of the Subscription Agreement were set out in a 57 page document entitled ‘Subscription Agreement For Shares of [the Fund]’ (the “**Fund Conditions**”). The Fund Conditions provided, among others, the following express terms:
 - a) The minimum subscription amount in the Fund was US\$5,000,000, with minimum additional subscription amounts in increments of US\$1,000,000, subject to the discretion of the Fund to accept lesser amounts, and the Directors of the Fund may accept or reject subscriptions in whole or in part in their sole discretion (cl. 1).
 - b) ODIN agreed that the shares held by it would be held subject (among other things) to the Fund Conditions (cl. 3).
 - c) ODIN warranted that upon acceptance by the Fund, the Fund Conditions constituted a valid and binding agreement, enforceable against it (cl. 6).
 - d) The Subscription Agreement was governed by the laws of the Cayman Islands and the parties to it submitted to the jurisdiction of the Cayman Islands courts (cl. 16).
 - e) ODIN agreed to indemnify and hold harmless the Fund, the Investment Manager, “ ... against any and all loss ... [and] damage ... whatsoever ... arising directly or indirectly out of or based upon (a) ... breach or failure by [ODIN] to comply with any covenant or agreement made by [ODIN], in this Agreement or in any other document furnished by [ODIN] to any of the foregoing in connection with investing in the Fund ...For the purposes of the Contracts (Rights of Third Parties) Law (Revised) of the Cayman Islands each third party indemnified under this Agreement is an intended third party beneficiary under this Agreement....”.

Letter Agreement

8. In consideration of the Fund agreeing to accept an initial subscription in an amount less than US\$5,000,000, the Fund and ODIN entered into a further written agreement dated 1 August 2018 (the “**Letter Agreement**”), wherein ODIN and the Fund agreed that ODIN would make

a total investment of at least US\$ 10,000,000 in the Fund. The Letter Agreement contained the following express terms:

- a) ODIN would invest at least US\$ 5,000,000 in the Fund by way of an investment of US\$500,000 on 1 August 2018, and then a further investment of US\$4,500,000 on or before 31 December 2018; and
- b) ODIN would make a further investment in the Fund through a Stonegate Octic Side Pocket (“**Side Pocket**”), of at least US\$5,000,000 into the Stonegate Octic All-Weather Blockchain Master Fund, Ltd. That investment was to be in the amount of US\$500,000 on or before 30 October 2018, and a further US\$4,500,000 on or before 31 January 2019.

Performance and Breach

9. In accordance with and in performance of the terms of the Agreements, ODIN subscribed for and invested US\$500,000 in the Fund.
10. In breach of the terms of the Letter Agreement, ODIN failed to subscribe for:
 - a) US\$4,500,000 of Investor Shares in the Fund on or before 31 December 2018; and
 - b) US\$5,000,000 into the Stonegate Octic All-Weather Blockchain Master Fund, Ltd, as required by the Letter Agreement or at all.
11. The Letter Agreement is a ‘... *document furnished by the Subscriber to any of the foregoing [i.e., the Fund] in connection with investing in the Fund ...*’ within clause 14 of the Fund Conditions. As set out above, ODIN has acted in breach of the covenants and agreements set out in the Letter Agreement, within the terms of clause 14 of the Fund Conditions.
12. As a consequence of ODIN’s breach of the terms of the Letter Agreement by its failure to subscribe for US\$4,500,000 in the Fund by 31 December 2018 and US\$5,000,000 into the Stonegate Octic All-Weather Blockchain Master Fund, Ltd, the Investment Manager has suffered loss and damage, namely, the fees and benefits it would have received had the Fund been fully capitalised by ODIN’s subscription in the sums and by the dates set out in the Letter Agreement.
13. As set out above, clause 14 of the Fund Conditions states in terms that the Investment Manager is a third party to the Subscription Agreement which is entitled to enforce the terms of the Subscription Agreement. ODIN, as Subscriber under the Subscription Agreement, is liable to indemnify the Investment Manager, in respect of all loss and damage suffered by it as a consequence of ODIN’s failure to invest in accordance with the Letter Agreement.

Damages

14. As a result of ODIN'S breach of the Letter Agreement, the Investment Manager has suffered loss and damage, namely, the fees and benefits it would have received had the Fund and Side Pocket been fully capitalised by ODIN's subscription in the sums, and by the dates set out in the Letter Agreement.

Particulars

- a) Pursuant to the terms of the Letter Agreement, the Investment Manager was entitled to receive fees on the first \$9,999,999 of assets invested by the ODIN as follows: the Management Fee equal to 2% per annum and the Incentive Allocation equal to 40% per annum.
- b) The Investment Manager has conservatively estimated that it has suffered loss and damage in excess of US\$8,000,000 with the foregoing figure being primarily based on the estimated profit the Fund would have earned had the Fund been able to pursue its primary strategy of purchasing digital tokens (namely Bitcoin and Ethereum) to hold long term, as well as other forgone investments.

AND THE PLAINTIFF CLAIMS:

- A. Damages for breach of contract.
- B. Pre and Post Judgment interest in accordance with Section 34 of the Judicature Act (2021 Revision).
- C. Costs.
- D. Such further and other relief as the Court thinks fit.

Dated this 24th day of May 2023



BROADHURST LLC
Attorneys for the Plaintiff

This Writ of Summons and Statement of Claim are issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4th Floor Monaco Towers, 54 Edward Street, George Town, Grand Cayman KY1-1104, Cayman Islands (Ref. 522-1)

INDORSEMENTS

1. The Plaintiff is a limited liability company incorporated in the State of Georgia, USA and sues in its personal capacity.
2. The Defendant is a limited liability company incorporated in the Cayman Islands and is sued in its capacity as the General Partner for the ODIN88 Crypto Master Fund (Cayman) LP.
3. Pre-Judgment and Post-Judgment Interest claimed in accordance with the Judicature Act (2021 Revision) at the rates set out in the Judgement Debts (Rates of Interest Rules) (2021 Revision) calculated from 31 December 2018.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD of 2023

BETWEEN:

BLUEFLAME DIGITAL CAPITAL
MANAGEMENT (FORMERLY
STONEGATE DIGITAL ASSET CAPITAL
MANAGEMENT, LLC)

Plaintiff

AND:

ODIN88 GP LTD. (ACTING IN ITS
CAPACITY AS GP OF THE ODIN88
CRYPTO MASTER FUND (CAYMAN) LP)

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 the Defendant 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

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 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 Edwards 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.

**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 495G, 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.