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IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2026 (J)

BETWEEN:

SPCP GROUP, LLC

PLAINTIFF

AND:

(1) SVALBARD HOLDINGS LIMITED
(2) ATTESTOR VALUE FUND GP LIMITED
(in its capacity as general partner of Attestor Value Master Fund LP)

DEFENDANTS

WRIT OF SUMMONS

TO: **(1) Svalbard Holdings Limited** c/o Maples Corporate Services Limited, PO Box 309, Ugland House, George Town, KY1-1104, Cayman Islands

(2) Attestor Value Fund GP Limited (in its capacity as general partner of Attestor Value Master Fund LP) c/o Maples Corporate Services Limited, PO Box 309, Ugland House, George Town, KY1-1104, Cayman Islands

This **Writ of Summons** is filed by Walkers (Cayman) LLP, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands for the Plaintiff whose address for service is care of said Attorneys at Law.

46946039.4.S11240.198463

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims 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 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 10th day of July 2026

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.

GENERAL ENDORSEMENT

Inducing a Breach of Contract

1. The Plaintiff claims damages (including but not limited to loss of profits) as against the First and/or the Second Defendants, arising from the First and/or Second Defendants knowingly inducing Floating Point Group International, LLC ("**FPG**") to breach a claims sale agreement entered into between FPG and the Plaintiff on or around 10 July 2023 (the "**CSA**") with respect to the sale of FPG's customer claim in a Chapter 11 proceeding pending in the United States Bankruptcy Court for the District of Delaware under Case No. 22-11068 (JTD) concerning, among others, FTX Trading Ltd ("**FTX**") (the "**Claim**") to the Plaintiff, with the intent to procure FPG's breach of such contract with the Plaintiff, including (but not limited to) the following breaches by FPG: (i) disclosing and/or communicating the terms of the CSA and/or information concerning the Claim to the First Defendant (as an existing creditor of FTX and/or prospective purchaser of the Claim); (ii) engaging in negotiations in respect of the sale of the Claim to the First Defendant and/or the payment of the purchase price for the sale of the Claim by the Second Defendant; and/or (iii) purporting to sell, alternatively selling, the Claim to the First Defendant and/or receiving the purchase price from the Second Defendant in breach of its agreement to sell the Claim to the Plaintiff.

Unlawful Means Conspiracy

2. Further or alternatively, the Plaintiff claims damages (including, but not limited to, loss of profits) as against the First and/or the Second Defendant, arising from FPG, the First Defendant and the Second Defendant (or any two or more together) wrongfully and with intent to injure the Plaintiff by unlawful means conspiring and combining to injure the Plaintiff, pursuant to and in furtherance of which conspiracy the FPG, the First Defendant and the Second Defendant carried out unlawful acts

and means, including by way of FPG's breaches of the CSA, thereby depriving the Plaintiff of its rights under the CSA and/or the benefit of the Claim, by which the Plaintiff was injured. The Plaintiff further seeks by way of further or alternative damages the recovery of all costs and expenses that it has incurred to date, and all costs and expenses that it subsequently incurs, as a result of investigating and taking steps to prevent and redress such conspiracy (including but not limited to all pre- and post- action legal costs and all diverted management time).

Tortious Interference with Contract under US law

3. Further or alternatively, the Plaintiff claims as against the First Defendant and Second Defendant, as a matter of New York, Connecticut and/or Delaware law, orders and declarations compelling the conveyance of the Claim from the First Defendant and/or Second Defendant to the Plaintiff and/or the imposition of a constructive trust and/or equitable lien over the Claim and its proceeds and/or compensatory damages and/or damages in restitution, for tortious interference with contract, arising from the First Defendant intentionally interfering with the CSA and causing/inducing FPG to breach the CSA as a valid and binding agreement, without justification and by wrongful means and with knowledge of the CSA and/or the CSA's terms and/or the Plaintiff's rights thereunder, and further arising from the Second Defendant participating in, directing, authorizing, approving or causing the foregoing conduct of the First Defendant, resulting in the Plaintiff suffering injury and loss, including (but not limited to) preventing the Plaintiff from acquiring the Claim (as unique and highly lucrative property) and realising its proceeds, such that the Plaintiff does not have an adequate remedy at law.

Proprietary Claims and Specific Performance under US law

4. Further or alternatively, the Plaintiff claims orders for appropriate proprietary relief and/or specific performance as against the First and/or the Second Defendant as

a matter of New York, Connecticut and/or Delaware law, arising from the CSA constituting a specifically enforceable and binding contract for the sale of the Claim as highly unique and lucrative property, thereby entitling the Plaintiff to immediately and specifically enforce its interest in the Claim against the First and/or the Second Defendant who, with actual or constructive notice of the Plaintiff's rights, purported to take title of the Claim from FPG. By reason of the foregoing, the Plaintiff is therefore entitled to specific performance and/or to trace the Claim into the hands of the First and/or the Second Defendant and to recover the Claim.

Equitable Conversion under US law

5. Further or alternatively, the Plaintiff claims as against the First and/or the Second Defendants, as a matter of New York, Connecticut, and/or Delaware law, declarations and orders compelling: (i) the conveyance of the Claim from the First and/or the Second Defendant to the Plaintiff; and/or (ii) the imposition of a constructive trust and/or equitable lien over the Claim and its proceeds, for equitable conversion, arising from the CSA as a specifically enforceable, valid and binding agreement, which the Plaintiff did not breach and remains willing and able to perform (including, but not limited to, the payment of the purchase price of the Claim to FPG or, as may be required in equity, to the First Defendant) subject to FPG complying with its condition precedent (including, but not limited to, furnishing the Subject Documents (as defined in the CSA)), and the Plaintiff was in any event entitled to waive. As a consequence of the foregoing, the Plaintiff is the equitable owner of the Claim. Accordingly, the First and/or the Second Defendants (who are not *bona fide* purchasers/transferees without notice) took the Claim (as unique and highly lucrative property) subject to the Plaintiff's equitable rights in and to the Claim, and they equitably converted the Claim from the Plaintiff, such that the Plaintiff does not have an adequate remedy at law.

Unjust Enrichment under US law

6. Further or alternatively, the Plaintiff claims as against the First and/or the Second Defendants, as a matter of New York, Connecticut and/or Delaware law, the imposition of a constructive trust and/or an equitable lien over the Claim and its proceeds and/or damages in restitution, for unjust enrichment, arising from the First and/or the Second Defendants being unjustly enriched at the Plaintiff's expense under circumstances in which it is against equity and good conscience to permit the First and/or the Second Defendants to retain that which Plaintiff seeks to recover as a result of, *inter alia*, (1) FPG breaching the CSA and purporting to sell and convey the Claim to the First Defendant (and/or the First Defendant assigning its beneficial interest in the Claim to the Second Defendant) and/or as a result of First and/or Second Defendants' acquisition of the Plaintiff's equitable interest in the Claim, (2) the First and/or Second Defendants acting either (a) without justification and by wrongful means and with knowledge of the CSA and/or the Plaintiff's rights (as unique and highly lucrative property) or (b) without justification and being sufficiently aligned with FPG such that equity and good conscience requires them to disgorge the benefit conferred upon them, and (3) the First and/or Second Defendants being enriched at Plaintiff's expense in circumstances such that the Plaintiff does not have an adequate remedy at law.

7. The Plaintiff also claims:

(1) Interest pursuant to statute, including pursuant to section 34 of the Judicature Act (2021 Revision) on such damages as may be awarded to it at such rate and for such period as this Honourable Court thinks fit;

(2) Any such further or other relief as this Honourable Court thinks fit; and

(3) Costs.

Dated this 10th day of July 2026

Walkers (Cayman) LLP

WALKERS (CAYMAN) LLP

Attorneys-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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DEFENDANTS

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.

   After completion it must be delivered or sent by post to the Courts Office, PO Box 495GT, George Town, Grand Cayman.

2. 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).

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.

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.

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 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 Court's 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, 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 authorised 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, the form must be completed by an Attorney acting for a guardian *ad litem*.

A Defendant acting in person may obtain help in completing the form at the Court's office.

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.

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

☐ yes ☐ no

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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

46946039.4.S11240.198463

[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 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.

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

Walkers (Cayman) LLP Attorneys at Law 190 Elgin Avenue George Town, Grand Cayman, KY1-9001 FAO Rupert Bell Ref: RB/DB/IA/198463

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

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