

## SETTLEMENT AGREEMENT

This Agreement is made by and between Wigberto Lugo-Mender, as trustee in the liquidation of Euro Pacific International Bank Inc. (the "Trustee"), Qenta Inc. ("Qenta"), G-Commerce DMCC ("G-Commerce"), and Responsible Gold Trading DMCC ("Responsible Gold"), each of which may be referred to as a "Party" and collectively are the "Parties."

### Recitals

**WHEREAS**, the Trustee, acting under appointment of the Office of the Commissioner of Financial Institutions of Puerto Rico ("OCIF"), has been managing the liquidation of Euro Pacific International Bank Inc. ("EPB") pursuant to the Consent Order of Liquidation executed on August 8, 2022 ("Consent Order for Liquidation") and the Liquidation and Dissolution Plan for EPB executed on September 6, 2022 (the "Voluntary Liquidation Plan");

**WHEREAS**, Qenta and its affiliates G-Commerce and Responsible Gold (all three entities, the "Qenta Purchasers") entered into a Purchase and Assumption Agreement with EPB and its sole shareholder Peter Schiff on or about September 30, 2022 (the "Purchase Agreement"), pursuant to which the Qenta Purchasers agreed to assume certain assets and corresponding liabilities associated with EPB's customers electing to migrate to the Qenta Purchasers (the "Opt-In Customers");

**WHEREAS**, the Purchase Agreement's definition of "Assets" in Section 1.1 expressly excluded assets exceeding the Liabilities at Closing.

**WHEREAS**, due to regulatory requirements, operational challenges, and disputes between the Parties, the implementation of the Purchase Agreement was delayed;

**WHEREAS**, due to the delays in the implementation of the Purchase Agreement and the Voluntary Liquidation Plan, EPB has been unable to complete the liquidation procedures pursuant the terms of the Consent Order of Liquidation;

**WHEREAS**, during this time, Qenta has incurred certain expenditures as a result of inheriting certain EPB operations and personnel.

**WHEREAS**, on account of these delays in completing the intended liquidation plan, several customers of EPB have filed claims in the liquidation process seeking recovery of their accounts.

**WHEREAS**, the Trustee has brought an action asserting claims against Qenta, Brent de Jong, and Schiff in the U.S. District Court for the District of Puerto Rico (the "Action"); and

**WHEREAS**, the presiding U.S. Magistrate Judge in the Action has directed the parties to confer and seek to resolve their disputes, and, pursuant to that directive, the Parties have engaged in good-faith discussions and now wish to memorialize their understanding to facilitate the orderly and equitable satisfaction of all claims of all EPB customers and the conclusion of the litigation;

**WHEREAS**, the Consent Order for Liquidation entered by OCIF on August 9, 2022, the Voluntary Liquidation Plan, and the Purchase Agreement executed on September 30, 2022, shall

continue to apply and govern the liquidation of EPB, subject to the terms and modifications set forth in this Agreement and to OCIF's approval.

**NOW, THEREFORE**, in consideration of the mutual conditions and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

### **General**

- 1.1 The aforementioned Recitals are adopted and incorporated herein.
- 1.2 Neither this Agreement nor anything in it shall act as or constitute an admission by any Party that any Party or any of its officers, directors, shareholders, agents, or employees committed any wrongful act, or violated or breached the terms of any agreement or duty owed.

### **Satisfaction of Customer Claims**

- 2.1 Subject to the terms of the Consent Order of Liquidation and given the inability of EPB to complete the Voluntary Liquidation Plan, the Trustee shall be in charge of completing the liquidation of EPB. This liquidation process shall be completed following the directives set forth in the OCIF Circular Letter of March 26, 2024, CIF-CC-2024-001, which terms and provisions are incorporated herein as Exhibit A.
- 2.2 The Trustee shall remain responsible for the management, verification, and payment of the claims of all EPB customers who have elected not to migrate to Qenta ("Opt-Out Customers"). Those customers and balances are detailed in the enclosed Exhibit B. Opt-Out Customer claims shall be paid in cash and in full, to the extent allowed and verified, from cash funds already available in the Trustee's bank accounts, in accordance with OCIF-approved distribution provisions.
- 2.3 The Trustee will also process those allowed claims of Opt-In Customers who have or will have filed claims in the OCIF-ordered liquidation process ("Reverse Migration Customers") directly from funds under the Trustee's custody, in accordance with the OCIF-approved liquidation plan following the corresponding schedule of Sources and Uses incorporated herein as Exhibit C and subject to paragraph 2.11 below in relation to exchange and conversion rates.
  - 2.3.1 Within ten business days of execution of this agreement, Qenta shall transfer to the Trustee, in immediately available funds, a U.S. dollar amount corresponding to 2,811.778 ounces of gold at the Realized conversion rate (as defined in paragraph 2.11 below). For the avoidance of doubt, this amount shall be applied to and credited against any amounts otherwise due from Qenta to the Trustee under paragraph 2.3.6 below.
  - 2.3.2 Customers who have not already filed claims in the OCIF-ordered liquidation process shall be given a period of 60 days in which to do so (and thus to become a Reverse Migration Customer). The 60-day period shall run from the date of notice to customers as set forth in paragraph 2.3.3 below.
  - 2.3.3 Exhibit F hereto contains the form of notice and proof of claim which, within ten business

days from the date of this Agreement, shall be sent to those Opt-In Customers who, as of the date of this Agreement, are not Reverse Migration Customers, notifying them of their opportunity to file claims in the OCIF-ordered liquidation process.

- 2.3.4 Following the expiration of the 60-day election period, the Trustee and Qenta shall promptly confer and complete a final reconciliation of all Opt-In Customers, identifying those who have elected to become Reverse Migration Customers and those who have not.
- 2.3.5 Upon completion of such reconciliation, the Trustee shall update the Sources and Uses schedule to reflect (i) the final population of Reverse Migration Customers and (ii) the total amount of cash required to satisfy in full all allowed claims of such Reverse Migration Customers in accordance with the OCIF-approved liquidation process.
- 2.3.6 Within fifteen (15) business days of the Trustee's delivery of an updated, accurate Sources and Uses schedule, Qenta shall transfer to the Trustee, in immediately available funds, an amount sufficient to cover any shortfall between: (i) the funds then held by the Trustee; and (ii) the total amount required to satisfy, in full, all allowed claims of Reverse Migration Customers. Such funding obligations shall be absolute and not contingent, and shall not be subject to setoff, deduction, or delay, except as agreed between the Trustee and Qenta.
- 2.3.7 For the avoidance of doubt, Qenta shall remain responsible, to the extent of any excess of assets it received over liabilities to Opt-In Customers who are not Reverse Migration Customers (valued in accordance with this Agreement), for ensuring that the Trustee has sufficient funds to fully satisfy all allowed Reverse Migration Customer claims, and any additional amounts identified as necessary following reconciliation shall be promptly funded by Qenta in accordance with this Section. Any failure by Qenta to timely fund such amounts shall constitute a material breach of this Agreement.
- 2.4 Qenta shall have responsibility for the management, verification, and payment of all Opt-In Customers who have not filed claims in the OCIF-ordered liquidation process. All such obligations shall be processed by Qenta and/or in accordance with applicable regulatory standards and the terms of this Agreement. Qenta shall satisfy such obligations exclusively from assets under its custody or control, including assets held by affiliates and any non-U.S. subsidiaries.
- 2.5 Qenta and the Trustee acknowledge that each has managed the liquidation of and/or is in possession of former EPB assets, in each case with a view toward satisfying customer claims. Except as set forth herein, Qenta and the Trustee shall each retain possession of former EPB assets currently in the custody of each of them and shall apply such assets toward the satisfaction of customer claims in accordance with this Agreement. Qenta and the Trustee shall (i) issue joint instructions to Silver Bullion Pte. Ltd. ("Silver Bullion") in the form attached hereto as Exhibit D or in such other form as Silver Bullion may require and (ii) otherwise cooperate in good faith and use commercially reasonable efforts to cause Silver Bullion to release EPB assets and funds (A) to the Trustee for the purpose of satisfying Opt-Out Customer and Reverse Migration Customer silver-related claims, (B) to particular EPB customers with silver-related claims who remit different instructions directly to Silver Bullion, as set forth in Section 2.6 of this Agreement, and the balance, (C) to Qenta for the sole purpose of satisfying silver-related claims

of Opt-In Customers who have not filed claims in the OCIF-ordered liquidation process. Unless otherwise stated herein, Qenta shall be solely responsible for the administration and distribution of assets held by it or its affiliates to customers outside the OCIF liquidation process.

2.6 The Trustee shall satisfy all allowed claims submitted in the liquidation process, including claims relating to precious metals (gold and silver), in cash, based on the liquidation proceeds obtained using the rates set forth in paragraph 2.11 below; provided, that with respect to customers asserting claims to silver holdings, such customers shall have the option, at their election and cost, to receive either:

- (i) cash payment as described above; or
- (ii) transfer of their metal holdings, at their cost, into an account in their name.

Except as expressly set forth in Sections 2.4 and 2.5 of this Agreement, the Trustee shall not be responsible for the physical transfer, custody, or administration of metals held by third parties. The Trustee, on behalf of EPB, will bear storage charges until liquidation and pay from silver holdings liquidation up to the time of transfer either to customers or Qenta.

2.7 Within fifteen (15) business days of execution of this Agreement, Qenta shall provide the Trustee with copies of any information and records required for the Trustee to complete claims reconciliation and distributions, including information related to Reverse Migration Customers. This obligation shall be continuing as to Qenta, and Qenta will continue to provide information as required and as additional claims are filed by EPB customers.

2.8 Immediately upon execution of this Agreement, the Trustee and Qenta shall cooperate to reconcile customer lists to ensure that all customers are classified either as Opt-In (including Reverse Migration) or Opt-Out, and that the Trustee and Qenta agree on which customers belong on which lists.

2.9 The Trustee shall not transfer any estate funds to Qenta. Each Party shall satisfy its respective obligations to EPB customers exclusively from assets under its own custody and control.

2.10 The Parties agree that all claims, payments, and settlements under this Agreement shall be denominated and effected in U.S. dollars (USD), which shall be the functional currency for purposes of the liquidation and settlement.

2.11 For purposes of resolving differences between the parties, the following negotiated foreign exchange and conversion rates shall be used for conversion of customer claims to USD on distributions conducted by the Trustee.

<b>CURRENCY</b>	<b>CONVERSION RATE INTO USD</b>
<b>EURO:</b>	1.07818
<b>GBP:</b>	1.2845

<b>CHF:</b>	1.1548
<b>CAD</b>	0.7567
<b>AUD</b>	0.6727
<b>GOLD:</b>	Realized
<b>SILVER:</b>	Realized

Any other currencies not listed above shall be valued at the prevailing exchange rate into USD as of July 21, 2023, as shown on xe.com. For purposes of this Agreement, the "Realized" conversion rate means the actual net cash proceeds per ounce received upon the sale(s) or liquidation(s) of such metals into USD, net of any applicable custodial fees, transaction costs, and standard commissions incurred in connection with such sale(s). The Realized rate shall be determined as of the date(s) on which the relevant precious metals were or will be converted to cash. For the avoidance of doubt, the Realized conversion rate for gold will reflect a weighted average of actual historical and anticipated future sales of gold and is not intended to approximate the value of gold at the time EPB entered liquidation nor the current market, spot, or forward price of gold. As of March 31, 2026, the Realized conversion rate was \$3,302.49 per ounce.

- 2.12. The Trustee shall have responsibility for (a) administering, disputing, objecting to, compromising, or otherwise resolving all Claims filed against EPB including, (i) filing, withdrawing, or litigating to judgment objections to Claims, (ii) settling or compromising any Disputed Claim following the claims resolution procedure adopted and approved by OCIF, and (iii) administering and adjusting the Claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by OCIF and (b) making distributions (if any) with respect to all Claims.
- 2.13 Except as otherwise agreed, any and all Proofs of Claim filed after the applicable deadline for filing such proofs of Claim, as such term is set by the instant Settlement Agreement, shall be deemed Disallowed and expunged without any further notice to, or action, order, or approval of OCIF, and Holders of such Claims shall not receive any distributions on account of such Claims, unless any such late proof of Claim is deemed timely filed by a Final Order of OCIF.
- 2.14 The Trustee shall create a Disputed Claims Reserve. No payments made on account of Disputed Claims that become Allowed Claims shall be made from any source other than the Disputed Claims Reserve. After all Disputed Claims are Allowed or Disallowed and the Allowed amounts of such Claims are paid their respective claims holders by the Trustee, any remaining Cash in the Disputed Claims Reserve shall become property subject to distribution pursuant to the terms of this Agreement and the OCIF liquidation.
- 2.15 Qenta shall be solely responsible for the administration and distribution of all securities, mutual funds, and financial instruments held by non-U.S. subsidiaries or affiliates of EPB, in compliance with all applicable U.S. and international laws and regulations. The Trustee nor

EPB shall have no responsibility or liability with respect to such assets or obligations.

## **2.16 Excess funds, Post-Distribution Treatment.**

For purposes of this Agreement, "Excess Funds" shall mean any EPB-derived assets remaining in the custody of a Party after: (i) the expiration of all applicable customer claim filing deadlines; (ii) the adjudication, allowance, or disallowance of all timely filed customer claims; and (iii) the payment or reservation for payment of all allowed customer claims in accordance with the OCIF-approved liquidation process and the terms of this Agreement.

For the avoidance of doubt, funds associated with customer claims that are filed after the applicable deadline or otherwise disallowed in accordance with the OCIF-approved claims process, shall be treated as part of the Excess Funds for purposes of this Agreement.

Upon the determination of any Excess Funds, each Party shall thereafter be solely responsible for determining the appropriate disposition of such funds in accordance with applicable law, including, to the extent applicable, the Puerto Rico "Ley de Dinero y Otros Bienes Líquidos Abandonados o No Reclamados," 7 L.P.R.A. §§ 2101-2109.

Each Party shall independently assess whether any portion of such Excess Funds becomes subject to applicable unclaimed or abandoned property laws, including any applicable dormancy periods, reporting obligations, notice requirements, and remittance obligations to the Office of the Commissioner of Financial Institutions ("OCIF") or other competent authority.

Nothing in this Agreement shall be construed to:

- (i) require the Trustee to transfer any Excess Funds to Qenta or its affiliates;
- (ii) deem Excess Funds to constitute unclaimed property prior to the application of the requirements of applicable law; or
- (iii) or alter the allocation of responsibilities set forth in this Agreement with respect to the administration, adjudication, and payment of customer claims.

Each Party shall bear sole responsibility for compliance with applicable law in connection with any Excess Funds held by it.

## **Releases, Dismissal of Pending Litigation, Cooperation, Confidentiality, and Non-Disparagement**

3.1 Effective upon the execution of this Agreement, the Trustee, on behalf of himself, his predecessors, successors, and assigns (referred to as the "Trustee Releasers") releases and forever discharges the other Parties (and such released Parties' predecessors, affiliates, heirs,

successors, and assigns, and, in their capacity as such, the officers, directors, agents, and managers of such released Party and of the released Party's predecessors, affiliates, successors, and assigns, with all of the foregoing collectively referred to with the released Party as the "Qenta Releasees"; for the avoidance of doubt, Brent de Jong is a Qenta Releasee for purposes of the release given by the Trustee), solely with respect to the claims, causes of action, and allegations asserted by the Trustee in the Action, of and from any and all such claims, actions, causes of action, debts, damages, and demands whatsoever which any Trustee Releasor has asserted in the Action, whether known or unknown, direct or indirect, vested or contingent. Notwithstanding the foregoing, and for the avoidance of doubt, nothing in this Section 3.1 shall be deemed to release, waive, or otherwise affect:

(i) any claims that may be held by any EPB customer against any of the Qenta Releasees; or

(ii) any claims, rights, or causes of action between or among Qenta, Schiff, or any of their respective affiliates or related parties, including, without limitation, any claims arising out of, relating to, or in connection with the termination of the Purchase Agreement, which, to the extent they exist, are expressly excluded from and unaffected by this Agreement, remain fully reserved as between such parties, and may be asserted, prosecuted, defended, settled or otherwise resolved exclusively by and among such parties without intervention or participation by the Trustee.

Further, each Party expressly excludes from the effect of this Release, and does not release the Releasees from, this Agreement and the obligations under it.

3.2 Effective upon the execution of this Agreement, the Qenta Purchasers, on behalf of themselves and their predecessors, successors, heirs, and assigns (referred to as the "Qenta Releasors") release and forever discharge the Trustee (and the Trustee's predecessors, affiliates, heirs, successors, and assigns, and, in their capacity as such, the officers, directors, agents, and managers of the Trustee's predecessors, affiliates, successors, and assigns, with all of the foregoing collectively referred to with the Trustee as the "Trustee Releasees") and OCIF, its officers, agents and/or representatives, of and from any and all claims, actions, causes of action, debts, damages, and demands whatsoever which any Qenta Releasor had or now has or may in the future have against any of the Trustee Releasees or OCIF for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of time to the date of this Agreement, whether known or unknown, direct or indirect, vested or contingent. Notwithstanding the foregoing, each Party expressly excludes from the effect of this Release, and does not release the Releasees from, this Agreement and the obligations under it.

3.3 The Trustee agrees that within ten business days after the execution of this Agreement to voluntarily dismiss, with prejudice, all claims asserted against all parties (including de Jong and Schiff) in the Action. This shall be accomplished by the Trustee's filing of a notice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) substantially in the form attached as Exhibit E; provided, that if the time for filing such a notice has passed, the Parties shall enter into and file a stipulation of dismissal with prejudice pursuant to Rule 41(a)(1)(A)(ii).

Notwithstanding the foregoing, the dismissal of the Action shall be expressly conditioned upon, and shall not impair, the continuing and enforceable obligations of the Parties under this Agreement. All covenants, undertakings, representations, warranties, and obligations set forth

herein --including, without limitation, those relating to asset reconciliation, customer payments, regulatory compliance, document retention, cooperation, and ongoing administration of customer accounts-- shall survive the dismissal of the Action and remain binding upon the Parties until fully performed.

The Parties acknowledge and agree that this Agreement constitutes a binding and enforceable settlement agreement, and that the Court shall retain jurisdiction, to the extent permitted by law, to enforce its terms. In the event of any breach or failure of performance by any Party, including Qenta, the Trustee shall be entitled to seek appropriate relief, including enforcement of this Agreement and any remedies available at law or in equity.

3.4 The Parties shall cooperate in good faith to implement this Agreement efficiently and transparently and to provide each other any information reasonably required to implement this agreement. The Parties agree to cooperate in good faith in the preparation of joint communications to customers and custodians, and on any necessary coordination with regulators, the U.S. District Court, or other third parties.

3.5 The Parties shall refrain from making any public statement or statement to a third party inconsistent with the terms of this Agreement.

3.6 Confidentiality of Settlement Negotiations. The Parties acknowledge that all communications, drafts, negotiations, mediation submissions, and discussions leading to the execution of this Agreement (collectively, the "Settlement Communications") have been conducted pursuant to, and are subject to, confidentiality protections applicable in the Action, including any Court orders, mediation agreements, and applicable law. Except as required by law, regulation, or court order, or as necessary to implement, enforce, or obtain approval of this Agreement, no Party shall disclose, publish, or otherwise make available to any third party any Settlement Communications. For the avoidance of doubt, this Section shall not restrict:

(i) the disclosure of this Agreement itself, to the extent required for regulatory purposes or to enforce this Agreement;

(ii) disclosures to a Party's attorneys, accountants, regulators (including OCIF), or other professional advisors, provided such persons are bound by confidentiality obligations; or,

(iii) disclosures required by applicable law, subpoena, or court order, provided that the disclosing Party gives prompt notice to the other Parties, where permitted, to allow for appropriate protective measures.

All Settlement Communications shall remain confidential in perpetuity unless otherwise expressly agreed in writing by all Parties.

3.7 Non-Disparagement. Each Party agrees that it shall not, and shall cause its affiliates, officers, directors, agents, employees, and representatives not to, make or publish any statement, whether written or oral, including on social media or other public platforms, that has the effect of disparaging, defaming, or harming the reputation of any other Party, OCIF, or any of their respective affiliates,

officers, or representatives, in connection with the matters that are the subject of this Agreement. Nothing in this Section shall prohibit any Party from:


- (i) making truthful statements as required by law, regulation, or court order;
- (ii) communicating with regulators, including OCIF; or.
- (iii) making factual statements in connection with the implementation or enforcement of this Agreement, provided such statements are not misleading or made in bad faith.

3.8 Enforcement. The Parties acknowledge that a breach of Sections 3.6 or 3.7 would cause immediate and irreparable harm for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of any actual or threatened breach of such provisions, any Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies available at law or in equity, without the necessity of posting bond to the extent permitted by applicable law. In addition, any Party prevailing in an action to enforce Sections 3.6 or 3.7 shall be entitled to recover its reasonable attorneys' fees, costs, and any damages incurred as a result of such breach.



#### Miscellaneous

- 4.1 This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties and supersedes and replaces all prior negotiations, proposed agreement and agreements, written or oral.
- 4.2 This agreement will become effective when fully executed, without objection from OCIF.
- 4.3 Each of the Parties hereto acknowledges that none of the Parties hereto nor agents or counsel of any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce it to execute this Agreement. Each Party acknowledges and warrants that it is not executing this Agreement in reliance on any promise, representation or warranty not contained herein.
- 4.4 This Agreement may not be modified or amended in any manner except by an instrument in writing specifically stating that it is a supplement, modification or amendment to the Agreement and signed by each of the Parties hereto.
- 4.5 Should any provision of this Agreement be declared or be determined by any court or tribunal to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be severed and deemed not to be part of this Agreement.
- 4.6 This Agreement may be executed (whether in hard copy or electronically) in counterparts (including electronic .pdf counterparts), each of which, when all Parties have executed at least one such counterpart, shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument, but all of which together shall constitute one and the same agreement.

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- 4.7 The Parties and their counsel have each contributed to this Agreement. No provision of this Agreement shall be interpreted for or against any Party on the basis that such Party was a draftsman of such provision, each Party having participated equally in the drafting, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 4.8 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 4.9 This Agreement shall be governed by, and construed in accordance with, the laws Commonwealth of Puerto Rico, except to the extent preempted by applicable federal law. OCIF shall retain exclusive jurisdiction over matters arising in, out of, and related to the EPB liquidation, including distributions to customers. Any other dispute arising out of or relating to this Agreement shall be brought in the courts of Puerto Rico or the U.S. District Court for the District of Puerto Rico, and the Parties consent to such jurisdiction.
- 4.10 The Parties acknowledge that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and therefore each Party unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement. Each Party certifies that it has considered the implications of this jury waiver and makes it voluntarily and that the waivers and certifications in this paragraph have been an inducement to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Settlement Agreement to be executed as of the dates set forth below.

WIGBERTO LUGO-MENDER, as Trustee in the liquidation of Euro Pacific International Bank, Inc., with the consent of the Office of the Commissioner of Financial Institutions.

  
\_\_\_\_\_

QENTA, INC.

By: \_\_\_\_\_  
Brent de Jong

G-COMMERCE DMCC

By: \_\_\_\_\_  
Brent de Jong

RESPONSIBLE GOLD TRADING DMCC

By: \_\_\_\_\_  
Brent de Jong

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WIGBERTO LUGO-MENDER, as Trustee in the liquidation of Euro Pacific International Bank, Inc., with the consent of the Office of the Commissioner of Financial Institutions.

\_\_\_\_\_

QENTA, INC.



By: \_\_\_\_\_  
Brent de Jong

G-COMMERCE DMCC



By: \_\_\_\_\_  
Brent de Jong

RESPONSIBLE GOLD TRADING DMCC



By: \_\_\_\_\_  
Brent de Jong

List of Exhibits

Exhibit A – OCIF Circular Letter of March 26, 2024, CIF-CC-2024-001

Exhibit B – List of Opt-Out customers

Exhibit C - Uses and Sources Settlement Term Sheet

Exhibit D – Form of instructions to Silver Bullion

Exhibit E – Form of Rule 41 Dismissal


Exhibit F – Form of notice and proof of claim to become Reverse Migration Customer

**Exhibit A: OCIF Circular Letter of March 26, 2024, CIF-CC-  
2024-001**



GOBIERNO DE PUERTO RICO  
OFICINA DEL COMISIONADO DE INSTITUCIONES FINANCIERAS

CARTA CIRCULAR CIF-CC-2024-001

DE: Lcda. Natalia I. Zequeira Díaz   
Comisionada de Instituciones Financieras

A: Síndicos asignados a disoluciones de entidades sujetas a la Ley Núm. 52-1989 y Ley Núm. 273-2012

FECHA: 26 de marzo de 2024

ASUNTO: Guías interpretativas para la disolución y/o liquidación de entidades bancarias internacionales ("EBIs") y entidades financieras internacionales ("EFIs").

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#### SECCIÓN I – AUTORIDAD

Esta Carta Circular se emite al amparo de las disposiciones de la Ley Núm. 4 de 11 de octubre de 1985, según enmendada, conocida como "Ley de la Oficina del Comisionado de Instituciones Financieras" ("Ley Núm. 4-1985"), la Sección 19 de la Ley Núm. 52 de 11 de agosto de 1989, según enmendada, conocida como "Ley Reguladora del Centro Bancario Internacional" ("Ley Núm. 52-1989"), el Artículo 17 de la Ley Núm. 273 de 25 de septiembre de 2012, según enmendada, conocida como "Ley Reguladora del Centro Financiero Internacional" ("Ley Núm. 273-2012"), y el Reglamento Núm. 5653 de 23 de julio de 1997, conocido como el "Reglamento del Centro Bancario Internacional" ("Reglamento 5653").

La Ley Núm. 4-1985 establece que la Oficina del Comisionado de Instituciones Financieras ("OCIF") tendrá poderes y facultades para "realizar todos aquellos actos e imponer aquellos remedios que sean necesarios para hacer cumplir esta Ley o su reglamento", mientras que la Ley Núm. 273-2012 expone que el Comisionado tendrá poderes y facultades para "[r]ealizar todos aquellos actos necesarios para el logro eficaz de los propósitos de esta ley"<sup>1</sup>. Por otra parte, la Ley Núm. 52-1989 y la Ley Núm. 273-2012 exponen que el Comisionado deberá "realizar todos aquellos actos e imponer aquellos remedios que sean necesarios para hacer cumplir" las disposiciones de dichas legislaciones o el Reglamento 5653<sup>2</sup>.

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<sup>1</sup> Véase, 7 LPRA § 2010(a)(8).

<sup>2</sup> Véase, 7 LPRA §§ 232a(a),(12), 3082(a),(12).

## SECCIÓN II – PROPÓSITO

Esta Carta Circular tiene como propósito exponer pronunciamientos de la OCIF para los únicos fines de uniformar y proveer transparencia en el proceso de disolución y/o liquidación de EBIs y EFIs, según dispuesto en la Ley Núm. 52-1989 y la Ley Núm. 273-2012, respectivamente, siendo ello necesario para la política pública y el logro eficaz de la Ley Núm. 4-1985, y para hacer cumplir el propósito de la Ley Núm. 52-1989 y la Ley Núm. 273-2012. La finalidad de estas guías, a tenor con la política pública de la OCIF, es maximizar el repago a los depositantes y acreedores en el evento de una liquidación de una EBI o una EFI, y para armonizar el proceso de liquidación de las EBIs o EFIs con el de otras jurisdicciones.

A base de lo anterior, la OCIF emite esta Carta Circular a los fines de interpretar la Sección 19 de la Ley Núm. 52-1989 y el Artículo 17 de la Ley Núm. 273-2012, y proveer unas guías mínimas para ejecutar los procesos de disolución y liquidación de EBIs y EFIs en caso de que se nombre un síndico para llevar a cabo dichos procesos.

## SECCIÓN III – MARCO LEGAL Y ANÁLISIS

La Sección 19 de la Ley Núm. 52-1989 y el Artículo 17 de la Ley Núm. 273-2012 - así como la Ley Núm. 4-1985 - facultan a la OCIF a, entre otras cosas, nombrar un síndico y ordenar la disolución de una EBI o EFI, entre otras circunstancias, si la licencia de dicha entidad o de la persona de la cual dicha entidad es una unidad es revocada o renunciada<sup>3</sup>. Las citadas disposiciones exponen que, de nombrarse un síndico, éste deberá:

- (1) tomar posesión de los activos y pasivos, libros, registros, documentos y archivos que le pertenezcan a la EBI o EFI;
- (2) cobrar todos los préstamos, cargos y honorarios que se adeuden a la EBI o EFI;
- (3) pagar las obligaciones y deudas de la EBI o EFI, después de haber realizado el pago de los gastos necesarios de la sindicatura; y
- (4) supervisar la disolución y liquidación de la EBI o EFI<sup>4</sup>.

Sin embargo, más allá de estas directrices de la Ley Núm. 52-1989, la Ley Núm. 273-2012, la Ley Núm. 4-1985 y el Reglamento 5653, las gestiones de un síndico para la ejecución del proceso de disolución y/o liquidación de una EBI o EFI son, en práctica, más amplias.

En armonía con la misión principal de propiciar una política pública financiera ágil, moderna y flexible que vele por los intereses de los depositantes y usuarios de los servicios financieros, la OCIF está facultada a emitir reglas interpretativas en torno a los estatutos antes mencionados con el fin de dar uniformidad, y hacer más efectivas y eficientes las liquidaciones de las EBIs o EFIs que estén en un proceso de sindicatura en virtud de la Ley Núm. 52-1989 y la Ley Núm. 273-2012.

<sup>3</sup> Véase, 7 LPRA §§ 2320(a), 3096(a).

<sup>4</sup> Véase, 7 LPRA §§ 2320(c), 3096(c).

#### SECCIÓN IV – LIQUIDACIÓN Y DISOLUCIÓN DE LAS EBIs Y EFIs

Toda vez que cada EBI y cada EFI es única, los parámetros para los procesos de liquidación se verán caso a caso. No obstante, como mínimo, los síndicos nombrados deberán llevar a cabo lo siguiente:

##### A. Procedimiento para Establecer Inventario de Activos y Proteger el Valor de Éstos.

1. Un síndico designado bajo la Ley Núm. 52-1989 o la Ley Núm. 273-2012- en adición a los poderes, autoridad y facultades delegadas mediante la orden de designación correspondiente- como representante de la EBI o EFI:
  - a) gestionará la publicación de la orden permanente de designación del síndico en la página de Internet de la EBI o EFI, tan pronto reciba la misma;
  - b) llevará a cabo un inventario de activos de la EBI o EFI bajo sindicatura dentro de un término razonable no mayor de treinta (30) días. Dicho inventario deberá ser publicado en la página de Internet de la EBI o EFI y de la OCIF. El síndico deberá actualizar el inventario de activos cada treinta (30) días;
  - c) investigará todos los asuntos financieros de la EBI o EFI y llevará a cabo las debidas diligencias para proteger y preservar los activos de éstas;
  - d) durante las primeras cuarenta y ocho (48) horas de su designación, emitirá una notificación por escrito, a toda entidad o individuo que esté en posesión de activos de la EBI o EFI, incluyendo una copia de la querrela y orden así designándolo, y ordenará a dicha entidad o individuo a entregar todos los activos de la EBI o EFI dentro de un término no mayor de treinta (30) días desde la notificación;
  - e) presentará ante la OCIF, en un periodo de treinta (30) días, auto prorrogable por treinta (30) días más, hasta un máximo de ciento ochenta (180) días, una notificación sobre la disponibilidad de los fondos de la EBI o EFI. De ser aplicable, la notificación sobre la disponibilidad de los fondos deberá actualizarse en cada ocasión en la que la copia de inventario de activos se actualice;
  - f) llevará a cabo e informará a la OCIF una evaluación de posibles reclamaciones de la EBI o EFI, tanto extrajudiciales como judiciales, para recobrar activos y/o fondos para beneficio de los acreedores, incluyendo, pero sin limitarse a:
    - (i) cobrar cualquier acreencia de la EBI o EFI, teniendo poder para presentar cualquier reclamación, demanda o procedimiento a favor de dicha entidad, y teniendo a la vez el poder para defenderla;
    - (ii) alcanzar acuerdos en cualquier reclamación, demanda o procedimiento en contra de la EBI o EFI; y/o
    - (iii) disponer, ceder o convertir activos de la EBI o EFI a efectivo;
  - g) podrá, con el consentimiento de la OCIF, y sujeto a y conforme al derecho aplicable, llevar a cabo ventas de activos de la EBI o EFI fuera del curso ordinario del negocio de la entidad bajo sindicatura, ya sea mediante venta privada o pública subasta, ejerciendo como criterio rector para ello su mejor juicio de negocio, en armonía con su deber de

fiducia con los depositantes y los acreedores de la EBI o EFI. En caso de ventas de propiedades inmuebles fuera de la jurisdicción de Puerto Rico, el síndico estará facultado a, conforme al derecho aplicable de Puerto Rico y la jurisdicción de que se trate, llevar a cabo todos aquellos actos, y firmar los documentos que sean necesarios para consumar la venta;

- h) a menos que la OCIF o un tribunal con competencia expresamente ordene lo contrario, proveerá información general sobre la administración de la EBI o EFI bajo sindicatura, como el nombre del personal empleado por el síndico para ejecutar la liquidación, personas designadas como contacto en torno a asuntos de liquidación, correo electrónico y número de teléfono del síndico designado y cualquier otra información que el síndico entienda pertinente para las partes con interés en la EBI o EFI, y el proceso de sindicatura.

**B. Procedimiento para Notificación de Acreedores y/o Depositantes, Presentación de Prueba de Reclamaciones, Aceptación, Denegación y Subordinación de Reclamaciones e Intervención en Litigios Pendientes.**

1. Dentro de treinta (30) días luego de emitida una orden permanente de designación de un síndico, éste notificará a todos los acreedores y/o depositantes de la EBI o EFI de su designación. Dicha notificación podrá llevarse a cabo (i) a través del mismo medio en el cual la EBI o EFI emitía notificaciones a los acreedores y/o depositantes en el curso ordinario de sus negocios, y/o (ii) por correo certificado a la última dirección conocida por la EBI o EFI de dichos acreedores y/o depositantes. El síndico también creará un correo electrónico de contacto el cual publicará en la página de Internet de la EBI o EFI.
  - a) La notificación deberá contener (i) copia de la orden de designación del síndico, (ii) la dirección de correo electrónico y dirección postal del síndico designado, (iii) un aviso del término de noventa (90) días para que el acreedor le presente una reclamación con las cantidades que entienda le eran adeudadas a la fecha de la designación permanente del síndico, con evidencia de la misma, y (iv) copia del Formulario A de la OCIF para EBIs y EFIs (*OCIF IBE and IFE Claim Form A*);
  - b) El síndico deberá emitir la misma notificación en dos (2) ocasiones adicionales, una a los treinta (30) días y otra a los sesenta (60) días contados a partir de la notificación inicial.
2. Los acreedores de las EBIs o EFIs tendrán un término de noventa (90) días, a partir de la fecha de la notificación inicial del síndico, para presentar, bajo juramento, sus respectivas reclamaciones al síndico, utilizando el Formulario A de la OCIF que se aneja. El síndico, a su discreción, podrá prorrogar el término para que los acreedores presenten sus reclamaciones.
3. Una vez culminado el periodo de noventa (90) días para presentar reclamaciones, dentro de un término razonable no mayor de treinta (30) días de expirado el término para presentar reclamaciones, se publicará en la página de Internet de la EBI o EFI y de la OCIF la lista de reclamaciones presentadas, incluyendo aquellas que estén en proceso de evaluación para ser aceptadas o denegadas.

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- a) La lista de reclamaciones deberá incluir (i) una descripción sucinta de la reclamación; (ii) la cuantía de ésta y; (iii) un detalle de cuentas por pagar y/o deudas, según se refleje en los libros y récords de la EBI o EFI, sobre las cuales no se presentó reclamación. No se publicará el nombre del reclamante, ni información confidencial sobre éste.
  - b) El síndico proveerá también copia de la lista de reclamaciones a la OCIF. La lista de reclamaciones deberá ser actualizada cada treinta (30) días, notificando el estatus de cualquier reclamación que se encuentre en proceso de evaluación, y el resultado de la misma.
4. En cuanto a la aceptación, denegatoria o subordinación<sup>5</sup> de las reclamaciones, se regirán por las siguientes reglas:
- a) El síndico se mantendrá en contacto directo con los reclamantes y atenderá con prontitud las comunicaciones y/o reclamaciones que se reciban en la OCIF;
  - b) Las reclamaciones oportunamente radicadas se entenderán aceptadas, del síndico entender que las mismas están debidamente sustentadas;
  - c) El síndico tendrá la facultad de evaluar todas las reclamaciones oportunamente presentadas, y podrá, luego de exponerle sus motivos a la OCIF, (i) denegar una reclamación por entender que la misma no está sustentada o, que la EBI o EFI no es legalmente responsable por la misma, y (ii) subordinar el pago de reclamaciones que estén relacionadas a conducta impropia, fraude o actos que sean o hayan sido perjudiciales para la EBI o EFI;
  - d) El síndico deberá denegar cualquier reclamación contractual contra la EBI o EFI cuyo presunto acuerdo no se refleje en las cuentas, libros o récords de la EBI o EFI, a menos que el acreedor provea evidencia documental de tal acuerdo;
  - e) De presentarse una reclamación luego de expirado el término de noventa (90) días provisto para presentarla, la misma será denegada, salvo (i) que el reclamante no haya recibido la notificación de designación del síndico con tiempo razonable para oportunamente presentar su reclamación y (ii) que la reclamación se radique con tiempo suficiente para poderse pagar;
  - f) Cualquier reclamante afectado por la denegatoria o subordinación de su reclamación podrá ejercer los remedios que tenga disponible en derecho.

#### **C. Procedimiento para Establecer Prioridad en Distribuciones Dentro del Proceso de Liquidación.**

A menos que la OCIF expresamente disponga lo contrario, la distribución de activos de la EBI o EFI que el síndico pueda recuperar se hará de conformidad con el siguiente orden de prioridad para el pago de cantidades adeudadas a la fecha de la designación permanente del síndico, disponiéndose que los gastos corrientes y ordinarios para ejecutar la liquidación se continuarán haciendo durante el proceso:

<sup>5</sup> La subordinación de reclamaciones se refiere al cambio en la prioridad de pago de una reclamación a uno inferior, para evitar injusticias y promover el pago de reclamaciones válidas.

1. **Primero** – Gastos Administrativos del síndico (incluyendo aquellos dispuestos en un presupuesto establecido) y, de ser aplicable, de la OCIF, relacionados a la liquidación, incluyendo, aquellos por compensación y/o gastos razonables incurridos por profesionales retenidos por el síndico y, de ser aplicable, multas o derechos de examen adeudados a la OCIF;
2. **Segundo** – Deudas Aseguradas (aquellas cuyo repago está garantizado con algún colateral), si alguna, adeudadas a la fecha de designación del síndico, a pagarse del producto de su respectivo colateral;
3. **Tercero** – Deudas para con los Depositantes, adeudadas a la fecha de designación del síndico, excluyendo aquellas por alegaciones de daños;
4. **Cuarto** – Deudas, a la fecha de designación del síndico, por (i) impuestos, contribuciones, multas y penalidades de agencias federales y estatales, y (ii) pagos adeudados a empleados por salarios y/o comisiones devengadas en los 180 días antes de la fecha de designación del síndico;
5. **Quinto** – Reclamaciones Generales No Aseguradas adeudadas a la fecha de designación del síndico, incluyendo, pero sin limitarse, a reclamaciones de daños, sean éstas contractuales o extracontractuales; y
6. **Sexto** – Cualquier obligación para con los accionistas o los miembros de la EBI o EFI que haya surgido como resultado de su estatus como accionistas o miembros, entidades afiliadas a y/o subsidiarias de la EBI o EFI.

**D. Procedimiento para Entablar Causas de Acción y Maximizar Recuperación de Activos en Liquidación.**

1. El síndico, como sucesor de los directores, la gerencia y la junta de directores de la EBI o EFI, tendrá la facultad y autoridad de perseguir todas las reclamaciones, judiciales y extrajudiciales, que la EBI o EFI hayan tenido a la fecha de su designación, con el fin de recuperar activos de dicha entidad para el repago de sus obligaciones. Dicha facultad y autoridad incluirá, pero no se limitará, a la potestad de reclamar a cualquier compañía aseguradora, de ser aplicable, por el producto de pólizas contra directores y oficiales previos de la EBI o EFI.
2. El síndico tendrá la autoridad y facultad para ejercer, con el consentimiento previo de la OCIF, cualquier acción o reclamación de recuperación contra cualquier entidad o individuo de la EBI o EFI que haya recibido dinero -o que haya participado- de una transacción nula o anulable bajo el derecho aplicable, o de una transacción no autorizada por la OCIF en virtud de la Ley Núm. 4-1985, Ley Núm. 52-1989 o la Ley Núm. 273-2012, o por el síndico, disponiéndose que el producto de dicha acción de recuperación se utilizará para el pago de reclamaciones a la EBI o EFI de conformidad al orden de prioridad descrito en el sub inciso IV(C) de esta Carta Circular.

**E. Asuntos Adicionales.**

1. Del síndico requerir un término adicional para cumplir con cualquier disposición de esta Sección IV, deberá presentar una solicitud ante la OCIF mostrando justa causa para ello.

**F. Publicaciones Requeridas.**

1. Los requisitos de los sub incisos IV(A)(1)(a), (b), (e), y IV(B)(3) (a saber, inventario de activos, orden permanente de designación de síndico, disponibilidad de fondos, información general sobre administración de la EBI o EFI en sindicatura, y lista de reclamaciones) deberán ser publicados en la página de Internet de la EBI o EFI bajo sindicatura, y en la página de Internet de la OCIF.

**SECCIÓN V – COMPENSACIÓN DEL SÍNDICO**

En virtud del Artículo 10(b) de la Ley 4-1985, “[e]l Comisionado podrá fijar una compensación razonable por los servicios del síndico y los empleados de éste”<sup>6</sup>. A esos fines, se proveen las siguientes guías de razonabilidad en torno a los servicios del síndico y sus empleados.

**A. Honorarios y Gastos**

1. Los honorarios y gastos razonables del síndico serán pagados por la EBI o EFI sujeto a la sindicatura. Las tarifas del síndico deberán ser conforme a las tarifas regulares en el mercado de Puerto Rico comparable con aquellos de un síndico de la Corte de Quiebras de los Estados Unidos para el Distrito de Puerto Rico.
2. El síndico deberá presentar trimestralmente a la OCIF copia de las facturas mensuales que presentó a la EBI o EFI, en la cual identificará e incluirá los detalles desglosados para cada tarea. Transcurridos quince (15) días desde la fecha en la que finalice cada trimestre sin que la OCIF haya expresado objeciones a las facturas, las mismas se entenderán razonables y la EBI o EFI procederá con el pago de las mismas.
3. Las facturas deben ser debidamente certificadas por un representante autorizado del síndico. Toda factura para reembolso de gastos deberá ser debidamente certificada por el síndico y estar acompañada de copias de los recibos de los gastos por los cuales solicita reembolso. La EBI o EFI no pagará pagos correspondientes a gastos cuyos recibos no hayan sido brindados. El síndico no podrá cobrar honorarios ni gastos sin haber presentado trimestralmente copia de sus facturas a la OCIF.

**B. Requisitos de Contratación**

ND En caso de que el síndico tenga que ser contratado por la OCIF o por alguna otra agencia gubernamental, éste procederá con el cumplimiento de todas las leyes, regulaciones y órdenes ejecutivas aplicables que regulen el proceso de contratación y los requisitos del Gobierno de Puerto Rico, incluyendo la Ley Núm. 73-

<sup>6</sup> Véase, 7 LPRA § 2010(b).

2019, según enmendada, conocida como la "Ley de Administración de Servicios Generales de 2019 para la Centralización de Compras del Gobierno de Puerto Rico". Además, cumplirá con la guía de requisitos de contratación de la OCIF ("*OCIF Contracting Requirements*") que se adjunta como apéndice de esta Carta Circular<sup>7</sup> y con las disposiciones del Artículo 3.2 de la Ley Núm. 2-2018<sup>8</sup>, según enmendada, conocida como el "Código Anticorrupción para el Nuevo Puerto Rico", incluyendo una certificación escrita que indique que ningún funcionario o empleado de la OCIF obtendrá algún beneficio o lucro de ningún tipo de este Acuerdo. Las facturas que no incluyan esta certificación no serán aceptadas. Esta certificación deberá leer de la siguiente manera:

"Certificamos bajo pena de nulidad que ningún funcionario público de la Oficina del Comisionado de Instituciones Financieras ("OCIF") obtendrá algún beneficio o lucro de ningún tipo de la relación contractual que es la base de esta factura. Si tal beneficio o lucro existe, se ha obtenido la exención requerida antes de celebrar el Acuerdo. La única contraprestación a recibir a cambio de la entrega de bienes o de los servicios prestados es el precio acordado que ha sido negociado con un representante autorizado de la OCIF. El monto total mostrado en esta factura es verdadero y correcto. Los servicios han sido prestados y no se ha recibido ningún pago."

#### SECCIÓN VI – DISCREPANCIAS

De surgir discrepancias, si alguna, entre esta Carta Circular y una orden de designación de un síndico (sea de carácter provisional o permanente), los términos y condiciones de la orden prevalecerán.

#### SECCIÓN VII – OTRAS FUNCIONES DEL SÍNDICO

El alcance de las funciones del síndico que se incluye en esta Carta Circular no representa, ni deberá interpretarse como una limitación o un listado taxativo sobre las responsabilidades que éste pudiera tener para ejecutar los procesos de disolución y liquidación de las EBLs y EFLs según establece la Sección 19 de la Ley Núm. 52-1989, el Artículo 17 de la Ley Núm. 273-2012, y la Ley Núm. 4-1985.

#### SECCIÓN VIII – VIGENCIA

Las disposiciones de esta Carta Circular comenzarán a regir inmediatamente.

<sup>7</sup> Véase, Apéndice A.

<sup>8</sup> Véase, 3 LPRA § 1883a(e).

**Fill in this information to identify the case:**

International Banking or Financial Entity \_\_\_\_\_

Puerto Rico Office of the Commissioner of Financial Institutions

Case number \_\_\_\_\_

**OCIF IBE and IFE Claim Form A**  
**Proof of Claim**

Read the instructions before filling out this form. This form is for making a claim for payment in a case in which a receiver has been appointed pursuant to Puerto Rico Act 52-1989, as amended, or Act 273-2012, as amended.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as account statements, evidence of deposits, promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

Fill in all the information about the claim as of the date the receivership was appointed for the International Banking Entity or International Financial Entity. That date is on the notice of appointment of receivership that you received. Once completed, submit to the appointed receiver by electronic communication or certified mail, to the address included in the notice of appointment.

**Part 1: Identify the Claim**

1. Who is the current creditor?

\_\_\_\_\_  
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the IBE or IFE \_\_\_\_\_

2. Has this claim been acquired from someone else?

No

Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Name \_\_\_\_\_

Name \_\_\_\_\_

Number Street \_\_\_\_\_

Number Street \_\_\_\_\_

City State ZIP Code \_\_\_\_\_

City State ZIP Code \_\_\_\_\_

Contact phone \_\_\_\_\_

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

Contact email \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Receivership was Appointed**

6. Do you have any number you use to identify the IBE or IFE?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ \_\_\_\_\_ Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges.

8. What is the basis of the claim? Examples: Deposited Funds, goods sold, money loaned, lease, services performed or damages. Attach redacted copies of any documents supporting the claim.  
Limit disclosing information that is entitled to privacy.  
\_\_\_\_\_

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
Value of property: \$ \_\_\_\_\_  
Amount of the claim that is secured: \$ \_\_\_\_\_  
Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
Amount necessary to cure any default as of the date of the appointment of receivership:  
\$ \_\_\_\_\_  
Annual Interest Rate (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the appointment of receivership. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

**Part 3: Sign Below and Submit by Electronic E-mail or Certified Mail to the Appointed Receiver**

The person completing this proof of claim must sign and date it.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent.
- I am a guarantor, surety, endorser, or other codebtor.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date \_\_\_\_\_  
MM / DD / YYYY

\_\_\_\_\_  
Signature

Print the name of the person who is completing and signing this claim:

Name \_\_\_\_\_  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City State ZIP Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



GOVERNMENT OF PUERTO RICO  
OFFICE OF THE COMMISSIONER OF FINANCIAL INSTITUTIONS

**CONTRACTING REQUIREMENTS**

This checklist summarizes the contracting requirements between the Office of the Commissioner of Financial Institutions of Puerto Rico ("OCIF" for its initials in Spanish) and private parties (each, a "Contractor"), in regard to the documentation that must be delivered by the Contractor to OCIF (or the applicable governmental unit) prior to the execution of a professional services agreement. Specifically, Section I below provides a summary of the certifications and requirements generally applicable, under applicable law, to all types of contracts, including non-professional as well as professional and consulting services. All Contractors must be prepared to provide the documentation listed below, as applicable.

While this document is meant to serve as a general checklist of the generally applicable certifications and requirements related to government contracting, it is not meant to be an exhaustive list of all applicable requirements. In addition, this document does not substitute any of the substantive requirements that may be applicable pursuant to Puerto Rico law or any internal regulation of OCIF (or the applicable governmental unit) pertaining to the acquisition of services. Each Contractor is responsible for complying with all applicable laws and regulations, as they may be amended from time to time, regardless of whether or not they are referenced to herein.

**I. CERTIFICATIONS AND CONTRACTUAL PROVISIONS APPLICABLE TO ALL CONTRACTS**

All Contractors must deliver the following documents and certifications to OCIF prior to the execution of a proposed agreement:

1. **Service Proposal**: The Contractor must present a service proposal, including, but not limited to, description of the services, fees, quote and/or cost projections for the proposed agreement, as well as any other information that may be requested by OCIF (or the applicable governmental unit).
2. **Certification of other government agreements**: The Contractor must certify that, at the time of execution of any agreement, it does not have other contracts with any agency, public corporation, municipality, or instrumentality of the Government of Puerto Rico. A list of governmental entities must be provided if the Contractor holds other current agreements with any such entities. In such case, the Contractor shall certify that said agreements are not in conflict with the services to be provided under the agreement with OCIF (or the applicable governmental unit).
3. **Professional Service Provider Sole Registry ("RUP" for its initials in Spanish) sole certification obtained from General Services Administration ("ASG" for its initials in Spanish)**

4. **Insurance (if applicable)**: The Contractor must provide the corresponding certificates issued by its insurance company evidencing the policies required by OCIF (or the applicable governmental unit) (for example: Commercial Liability, Automobile Liability, Employer's Liability, and/or Professional Liability, among others.). For Commercial Liability insurance, the certificate provided by the Contractor must include an endorsement identifying OCIF (or the applicable governmental unit) as additional insured, provide a Hold Harmless Agreement Clause and Cancellation Notice of thirty (30) days.
5. **Financial Oversight and Management Board for Puerto Rico's ("FOMB") Policy for Review of Contracts**: The Contractor is required to present to the OCIF (or the applicable governmental unit) the certification entitled "Contractor Certification Requirement" required pursuant to FOMB's Policy for Review of Contracts effective as of November 6, 2017, as modified on April, 30 2021, signed by the Chief Executive Officer of the Contractor (or other officer with equivalent position or authority to issue such certifications).
6. **Contractor not authorized to do business in Puerto Rico**: When engaging the services of a company incorporated in the United States of America or a foreign country that does not have offices locally and it is not authorized to do business in Puerto Rico, the Contractor must provide OCIF (or the applicable governmental unit) the following documents:
  - a) the corporate bylaws together with certificate of existence issued by the corresponding instrumentality of its place of incorporation.
  - b) a sworn statement subscribed by authorized representative of the Contractor which shall be included and made part of the contract in which the Contractor shall certify the following: (i) its tax identification number, (ii) that it does not have and has not had to submit income tax returns in Puerto Rico during the past five (5) years, (iii) that it has no outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes, (iv) that it does not have outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Child Support Administration (known by its Spanish acronym, "ASUME"), and (v) that compliance with the terms of the contract will not result in it becoming an entity authorized to do business in Puerto Rico.
  - c) a sworn statement to the effect that neither Contractor nor any president, vice president, executive director, manager, or any member of a board of officials or board of directors, or any person performing equivalent functions for Contractor has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018, known as the Anti-Corruption Code for a New Puerto Rico.

## **Exhibit B: List of Opt-Out Customers**

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
<b>Eligible Customers</b>								
00001	136	Filed Claim	EUR USD 22,171 Deposited Funds as per Proof of Claim	EUR	20,563.35	20,563.35	22,171	
00002	234 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	CHF	7,457.00	8,383.00	8,383	
00003	751 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	18,400	68,000.00		
00004	1051	Filed Claim	EUR USD 56,284.53 Deposited Funds as per Proof of Claim	EUR	50,405.71	50,405.71	54,346	
00005	1428	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	34,500.00	34,500.00	37,197	
00006	1449	Filed Claim	EUR Deposited funds as per Proof of Claim	EUR	9,840.00	11,590.15	12,496	
00007	1585 100 8410	Filed Claim	EUR Account Statement 01 Mar 2023 as per Proof of Claim	EUR	19,119.74	19,119.74	20,615	
00008	1595 100 8410	Filed Claim	EUR USD7735 Deposited Funds as per Proof of Claim	EUR	6,790.00	6,790.00	7,321	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00009	2076 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	1,100.00	2,000.00		
00010	2605 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	310.00	12,700.00		
00011	2647 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	919.00	919.00	991	
00012	2835 100 8410	Filed Claim	USD EUR65,679.78 GBP45,276.68 GOLD 150oz @ \$3340 Silver 5,000oz @ \$338 USD829,100 - Total Claim	EUR	60,000.00	829,100.00  150.00 5,000.000		
00013	2941 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	25,500.00	200,000.00		
00014	2978 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	2,153.21	2,271.21	2,449	
00015	3297 100 8410	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	36,271.14	36,271.14	46,226	
00016	3449 100 8410	Filed Claim	EUR Deposited Funds in Silver and Small Amount of Cash Physical Silver 14,168 as per Proof of Claim	EUR	10,400.00	9,000.00  14,168.000		
00017	3544	Filed Claim	EUR Deposited Funds / Personal Savings as per Proof of Claim	EUR	26,600.00	26,600.00	28,680	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00018	3548 100 8410	Filed Claim	USD EUR160,625.16 EUR1 = USD1.17371 Deposited Funds as per Proof of Claim	EUR	150,000.00	188,527.22		
00019	4110	Filed Claim	EUR USD Deposited Funds as per Proof of Claim	EUR	1,680.00	96,724.05 1,166,965.94		
00020	4366	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	62,122.45	65,214.67		
00021	4437 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	53,865.99	53,865.99	58,077	
00022	4574 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim - 8/5/2025	EUR	260,680.00	263,585.38		
00023	5471 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	54,000.00	114,085.19		
00024	5498 100 8410	Filed Claim	USD Funds as per Proof of Claims	EUR	500.00	7,554.90		
00025	5769 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	4,200.00	41,440.20		
00026	5871 100 8410	Filed Claim	USD EPB Liquidation as per Proof of Claim	EUR	23,771.96	24,354.66		
00027	6069 100 8410	Filed Claim	USD Deposit as per Proof of Claim	EUR	7,778.00	12,007.09		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00028	6164 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	17,450.00	17,220.96		
00029	6253	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	6,131.51	6,611.00	6,611	
00030	6546 100 8410	Filed Claim	EUR Deposited Funds Approximate Amount as per Proof of Claim	EUR	1,192.00	1,192.00	1,285	
00031	7055 100 8410	Filed Claims	EUR DEPOSITED FUNDS as per Proof of Claim	EUR	3,590.00	3,590.00		
00032	7209 100 8410	Filed Claim	GBP Bank Liquidation as per Proof of Claim	GBP	12,900.00	286,146.89		
00033	7210 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	93,950.00	330,333.21		
00034	7220	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR GBP	3,040.00 5,340.00	10,083.00	3,278 6,806	
00035	7728 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	38,000.00	38,000.00	40,971	
00036	7759 100	Filed Claim	EUR Deposited Funds	EUR	163,336.00	163,336.00	176,106	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
	8410		as per Proof of Claim					
00037	7760 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	156,262.00	156,262.00	168,479	
00038	7868 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	49,999.00	50,349.97	54,286	
00039	8076 100 8410	Filed Claim	EUR Share Capital as per Proof of Claim	EUR	30,578.39	30,495.70		
00040	8101	Filed Claim	GBP Deposited Funds as per Proof of Claims	EUR GBP	11,789.00 229,194.00	240,067.02		
00041	8110 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	4,200.00	4,200.00	4,528	
00042	8514 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	62,285.09	62,458.89	67,342	
00043	8579 100 8410	Filed Claim	EUR USD 8,391 Balance Account as per Proof of Claim	EUR	7,000.00	7,125.00		
00044	8588	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	19,487.50	19,487.50	24,836	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00045	8992 100 8410	Filed Claim	USD PLN565,116.62 Rate 3.61 as of 07.27.2025 EUR1,990.70 Rate 0.85 as of 07.27.2025 Deposited Funds as per Proof of Claim	EUR	1,959.00	158,884.00		
00046	9002 100 8410	Filed Claim	EUR USD 102,714.50 Deposit as per Proof of Claim	EUR	14,254.33	88,791.93		
00047	9366	Filed Claim	EUR Deposited Funds as per Proof of Claims	EUR	16,835.00	16,893.61	18,214	
00048	9658	Filed Claim	EUR as per Proof of Claim Eligible Customer	EUR	31,367.39	31,592.49		
	9658	Filed Claim	EUR 121 Pending Wires Novo Banco as per Proof of Claim			14,857.74		
00049	9699 100 8410	Filed Claim	USD as per Proof of Claim	EUR	7,418.00	236,449.99		
00050	9731	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	11,000.00	11,031.74		
00051	9960	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP EUR	177,000.00 70,394.56	238,947.00		
00052	10095	Filed Claim	EUR Deposited funds as per Proof of Claim	EUR	43,335.08	43,335.08	46,723	
00053	10114 100 8410	Filed Claim	EUR Deposited Funds Gold Shares and PM Funds - 643,547 shares as per Proof of Claim	EUR	12,000.00	12,052.39		
00054	10292 100	Filed Claim	USD Deposited Funds	EUR	9,485.00	7,000.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
	8410		as per Proof of Claim					
00055	10490	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	19,470.00	19,470.00	24,813	
00056	10524 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	262,565.62	261,669.70		
00057	10792 100 8410	Filed Claim	USD Gold - 8.494 oz Silver - 181.641 oz as per Proof of Claim	GBP	117.00	32,878.56 8.494 181.641		
00058	10793 100 8410	Filed Claim	USD Investment Account Holdings as per Proof of Claim	EUR	3,650.00	68,788.11		
00059	11110	Filed Claim	USD Deposited Funds and Invested Funds as per Proof of Claim	EUR	94,350.00	272,377.28		
00060	11431 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	168,690.51	168,400.62		
00061	11622 100 8410	Filed Claim	USD Silver, Euros, Dollars as per Proof of Claim	EUR	5,000.00	84,050.84		
00062	11702	Filed Claim	CHF EUR USD (Gold 36oz, Silver 1400oz) Deposited Funds as per Proof of Claim	CHF	15,000.00	31,818.74 339.78 1,756.66 36.000 1,400.00		
00063	11784	Filed Claim	USD Deposited Funds, Precious Metals	CHF	10,000.00	362,820.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
			Gold - 74.014 oz Silver - 2976.271 oz as per Proof of Claim			74.014 2,976.271		
00064	11970 100 8410	Filed Claim	EUR E-Commerce Operation as per Proof of Claim	EUR	119,000.00	119,685.14		
00065	12330	Filed Claim	USD EUR 28,358.51 Deposited Funds as per Proof of Claim	EUR	28,408.00	32,064.68		
00066	12563 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	7,944.01	7,944.01		
00067	12693	Filed Claim	USD Deposited Funds / Precious Metals Account Silver - 147.758 oz as per Proof of Claim	EUR	8,555.96	13,020.00 147.758		
00068	13110 100 8410	Filed Claim	AUD Jun 26, 203 Before 1 March 2023 - AUD411,448.49 GBP-2.00 Services Performed  as per Proof of Claim	EUR	277,000.00	411,417.94		
00069	13252 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	262,740.00	263,111.14		
00070	13316 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	5,530.00	5,573.87		
00071	13330	Filed Claim	EUR Frozen Account as per Proof of Claim	EUR	16,736.51	16,736.51		
00072	13460	Filed Claim	USD EUR 167,787.24 Bank Account as per Proof of Claim	EUR	167,164.00	187,921.70		
00073	13614 100 8410	Filed Claim	EUR Deposited Funds - statements attached as per Proof of Claim	EUR	46,960.00	46,960.00	50.631	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00074	13693 100 8410	Filed Claim	CHF Deposited Funds as per Proof of Claim	CHF	312,200.00	312,200.00		
00076	13849	Filed Claim	EUR Deposited Funds Amount Necessary to Cure - 2,500 Annual Interest Rate - 5% as per Proof of Claim	EUR	13,035.00	13,035.00		
00075	14024 100 8410	Filed Claim	EUR Account with EPB in Liquidation as per Proof of Claim	EUR	319,618.00	318,560.21		
00077	14072 100 8410	Filed Claim	GBP USD 26,254 as per Proof of Claim Deposited Funds	GBP	19,471.35	19,596.26		
00078	14355 100 8410	Filed Claim	CHF Deposited Funds as per Proof of Claim	GBP	1,705.00	10,419.67		
00079	14374 100 8410	Filed Claim	USD EUR723,281.85 as per Proof of Claim Deposited Funds	EUR	700,000.00	838,300.00		
00080	14721 100 8410	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	7,800.00	7,847.88		
00081	15577	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	184,000.00	184,000.00		
00082	15676 100 8410	Filed Claim	CHF SGD AUD EUR Physical Gold - 35.000oz	CHF	22,000.00	22,228.51 973.25 868.08 555.78 35.000		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
			Physical Silver - 2700oz Deposited Funds as per Proof of Claim			2,700,000		
00083	15905 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	20,235.00	44,757.78		
00084	15992 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	12,000.00	12,000.00		
00085	16068	Filed Claim	USD Salary Received as per Proof of Claim	EUR	12,194.00	13,147.00		
00086	16235	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	21,205.00	22,863.00	22,863	
00087	16386	Filed Claim	EUR Available in the Bank Account as per Proof of Claim	EUR	8,095.00	8,000.00		
00088	16398 100 8410	Filed Claim	CHF Deposited Funds as per Proof of Claim	CHF	325,000.00	325,633.04		
00089	16493 100 8410	Filed Claim	USD EUR51,320.36 Deposited Funds as per Proof of Claim	EUR	51,000.00	59,756.90		
00090	16566 100 8410	Filed Claim	EUR Last Know Bank Statement: 02 Jan 2023 as per Proof of Claim	EUR	9,448.49	9,515.99		
00091	16708	Filed Claim	USD Mutual Funds EUR 274,041.27 USD 159,778.90 Eligible Customer	EUR	9,200.00	468,000.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00092	16749	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	4,967.08	15,372.54		
00093	16807	Filed Claim	EUR Generated Funds as per Proof of Claim	EUR	40,000.00	142,000.00		
00094	16839	Filed Claim	EUR Deposited Funds as per Proof of Claims	EUR	74,347.77	74,507.32		
00095	16897 100 8410	Filed Claim	USD EUR2,586.06 - Cash USD15,341.49 - Mutual Fund USD 3,992.46 - Gold and Precious Metals Deposited Funds and Mutual Funds  as per Proof of Claim	EUR	2,586.06	21,920.01		
00096	16919 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	GBP	34,000.00	46,550.00		
00097	16942	Filed Claim	USD Deposited Funds As per Proof of Claims	EUR	7,500.00	11,076.77		
00098	16947 100 8410	Filed Claim	USD Bank Account as per Proof of Claim	EUR	655.00	800.00		
00099	17290 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	6,900.00	6,972.02		
00100	17323	Filed Claim	USD Deposited Funds, Purchased PM, Balances of my EPB Account as per Proof of Claim	EUR	336,750.00	360,357.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00101	17330 100	Filed Claim	EUR as per Proof of Claim	EUR	4,200.00	4,435.73		
00102	17348 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	8,500.00	8,500.00		
00103	17713	Filed Claim	EUR Deposit In Account as per Proof of Claim	EUR	18,345.60	18,304.63		
00104	17744 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	14,600.00	14,633.69		
00105	17793 100 8410	Filed Claim	EUR Services as per Proof of Claim	EUR	300.00	3,521.85		
00106	17806 100 8410	Filed Claim	EUR Serviced Performed as per Proof of Claim	EUR	33,300.00	34,102.30		
00107	17966	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	1,096.77	1,210.77	1,305	
00108	18068 100 8410	Filed Claim	USD Estimated Amount for 3 Accounts Deposited Funds	EUR	4,500.00	211,000.00		
00109	18087	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	250,475.00	250,475.00	319,216	
00110	18260 100 8410	Filed Claim	USD Balance Account Bank charges and Interest @8% PA as per Proof of Claim	EUR	2,000.00	5,163.64		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00111	18327	Filed Claim	Unknown Balance; No account access Deposited Funds - No Access as per Proof of Claim	EUR	5,000.00			
	100				140.00			
	8410							
00112	18370	Filed Claim	USD Deposited Funds as per Proof of Claims	EUR	4,300.00	5,000.00		
	100							
	8410							
00113	18561	Filed Claim	EUR Deposit Funds as per Proof of Claims	EUR	4,500.00	4,995.31		
00114	18618	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	4,780.25	4,753.25		
	100							
	8410							
00115	18640	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	50,450.00	50,326.39		
00116	18657	Filed Claim	USD GBP 426,721 Reuters Rate 10 Jul 25 1.358 Deposited Funds	GBP	420,000.00	579,421.00		
	100							
	8410							
00117	18687	Filed Claim	USD See Attachments as per Proof of Claim	EUR	2,000.00	25,987.43		
	100							
	8410							
00118	18785	Filed Claim	USD Investment Fund and Cash as per Proof of Claim	CHF	2,000.00	28,000.00		
	100							
	8410							
00119	18794	Filed Claim	USD Gold 7.141oz Silver 393.14 oz as per Proof of Claim	EUR	21,364.00	33,721.92		
	100					7,141		
	8410					393.140		
00120	18888	Filed Claim	EUR USD 199,446.71 Deposited Funds as per Proof of Claim	EUR	172,048.68	172,048.68		
	100							
	8410							
00121	18896	Filed Claim	EUR	EUR	4,500.00	9,500.00		
	100	Filed Claim	USD			1,144.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
	8410		Deposited Funds as per Proof of Claim					
00122	18903 100 8410	Filed Claim	USD Consulting and Development Services as per Proof of Claim	EUR	334,824.00	339,490.38		
00123	18981 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	GBP	63,100.00	79,313.29		
00124	18987 100 8410	Filed Claim	USD Services Performed as per Proof of Claim	GBP	8,000.00	10,146.28		
00125	26165	Filed Claim	GBP Deposited Funds as per Proof of Claims	GBP	33,430.00	33,536.42		
00126	35191	Filed Claim	EUR Deposited Funds as per Proof of Claims	EUR	78,000.00	80,654.00		
00127	35267 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	760,119.90	760,119.90		
00128	35612	Filed Claim	EUR Limited Company Income as per Proof of Claim	EUR	8,000.00	143,926.25		
00129	36531 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	69,000.00	69,882.49		
00130	36556 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	18,263.38	19,691.00		
00131	36623	Filed Claim	EUR USD 138,134.22 Deposited Funds as per Proof of Claim	EUR	10,000.00	123,753.20		
00132	36690	Filed Claim	EUR Deposited Funds From Labor as per Proof of Claim	EUR	11,269.78	11,270.00	12,151	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00133	36861 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	6,852.00	6,852.46	7,388	
00134	36928 100 8410	Filed Claim	USD Balance of Personal Deposit Converted to USD at Official ECB Rate as per Proof of Claim	EUR	8,167.10	10,629.10		
00135	37210	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	82,050.00	81,453.37		
00136	37243 100 8410	Filed Claim	USD My Client Regulations as per Proof of Claim	EUR	9,900.00	13,000.00		
00137	37776 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	GBP	19,500.00	26,926.00		
00138	37788 100 8410	Filed Claim	EUR Personal Deposit as per Proof of Claim	EUR	45,717.00	45,717.00	49,291	
00139	37846	Filed Claim	EUR Deposited Funds According to last e-statem. EUR 11,108.53 as per Proof of Claim	EUR	11,108.53	11,108.53		
00140	38025	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	17,196.00	17,200.00		
00141	38423	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	119,760.93	120,000.00		
00142	39007 100 8410	Filed Claim Filed Claim	EUR Bank Account EUR Credit Card as per Proof of Claim	EUR	14,337.95	17,860.74 2,210.84		
00143	39063 100 8410	USD Deposited Funds	USD Deposited Funds as per Proof of Claim	EUR	14,451.93	14,439.39		
00144	39277	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	193,000.00	202,508.50		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00145	39319	Filed Claim	USD EUR 88,882.49 Deposited Funds as per Proof of Claim	GBP	88,828.99	110,214.25		
00146	39473	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	4,500.00	4,500.00		
00147	39986	Filed Claim	EUR Deposited Funds Incomplete Proof of Claim	EUR	278,000.00	297,077.14		
00148	40059	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	125,000.00	140,000.00		
00149	40133 100 8410	Filed Claim	USD Account with EPB as per Proof of Claim	EUR	39,311.00	1,975,000.00		
00150	40177 100 8410	Filed Claim	EUR Services Performed	EUR	13,000.00	15,471.58		
00151	40235	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	225,231.70	224,941.74		
00152	40364	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	30,619.68	30,619.28		
00153	40463 100 8410	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	16,638.77	16,708.77		
00154	40626	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	200,928.50	200,928.50	256,072	
00155	40749	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	29,600.00	31,013.01		
00156	40811 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	6,110.73	6,088.76		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00157	40937	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	103,000.00	111,052.54	111,053	
00158	41026 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	3,047.00	5,500.00		
00159	41509 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	21,900.00	23,922.79		
00160	41558 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	560,000.00	560,000.00	603,781	
00161	41589 100 8410	Filed Claim	USD Deposited Fund (USD and CHF) as per Proof of Claim	CHF	2,850.00	3,204.00	3,204	
00162	41681 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	CHF	4,150.00	17,395.75		
00163	41775	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	1,947.46	1,987.96	2,143	
00164	41790 100 8410	Filed Claim	USD Deposited Personal Funds as per Proof of Claim	EUR	20,000.00	32,000.00		
00165	41838 100 8410	Filed Claim	EUR Deposit Balance as per Proof of Claim	EUR	4,193.00	4,193.00	4,521	
00166	41981 100 8410	Filed Claim Filed Claim	EUR USD Deposited Funds as per Proof of Claim	EUR	53,200.00	55,696.28 320.00		
00167	42029	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	25,533.13	25,533.13	27,529	
00168	42045	Filed Claim	USD	EUR	5,320.00	5,000.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
	100 8410		Deposited Funds as per Proof of Claim					
00169	42149 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	1,531.09	1,531.09	1,651	
00170	42196	Filed Claim	GBP Funds as per Proof of Claim	GBP	57,000.00	58,559.03		
00171	42525	Filed Claim	USD Deposited Funds, Precious Metals sold as per Proof of Claim	EUR	33,559.00	35,423.54		
00172	42545 100 8410	Filed Claim	No Amount Claimed 4 Accounts - Service Performed as per Proof of Claim	CHF	84.00			
00173	42710 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	750.00	949.16		
00174	42769 100 8410	Filed Claim	EUR From Payoneer Company Limit Disclosing information that is entitled to privacy as per Proof of Claim	EUR	300.00	28,741.44		
00175	42770 100 8410	Filed Claim	USD EUR19,755.63 Deposited Funds as per Proof of Claim	EUR	19,740.63	22,767.81		
00176	42948 100 8410	Filed Claim	USD Deposited Funds (Precious metals and shares were sold as instructed and converted into deposits) as per Proof of Claim	EUR	8,000.00	18,261.54		
00177	43061 100 8410	Filed Claim	USD USD1,400,000 plus 5 years 10% Interest Gold Assets - 675.966 oz as per Proof of Claim	EUR	25,000.00	2,254.00 675.966		
00178	43104	Filed Claim	EUR USD 118,850 Deposited Funds as per Proof of Claim	EUR	105,960.00	105,636.19		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00179	43434 100 8410	Filed Claim	USD EUR 94,235.12 Deposited Funds as per Proof of Claim	EUR	90,000.00	106,956.86		
00180	43815	Filed Claim	USD Deposited / Personal Funds as per Proof of Claim	EUR	14,920.00	15,000.00		
00181	43876 100 8410	Filed Claim	USD Deposited Funds / Salaries as per Proof of Claim	EUR	9,500.00	9,719.00		
00182	43901	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	27,772.83	29,944.00	29,944.00	
00183	43948 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	3,740.87	79,528.66		
00184	44104 100 8410	Filed Claim	USD Bank Balance as per Proof of Claim	EUR	65,326.68	66,384.08		
00185	44148 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim - 09.08.2025	EUR	37,314.57	43,638.77		
00186	44187 100 8410	Filed Claim	EUR USD 44,380.66 Deposited Funds as per Proof of Claim	EUR	36,300.00	38,165.42	41,149	
00187	44246	Filed Claim	GBP Deposited Funds as per Proof of Claim	GBP	5,800.00	130,311.53		
00188	44420 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	40,450.00	43,612.00	43,612	
00189	44424 100 8410	Filed Claim	EUR Deposited Funds - Annex 1 as per Proof of Claim	EUR	6,997.98	6,997.98	7,545	

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00190	44426	Filed Claim	EUR Personal Savings - Professional as per Proof of Claim	EUR	1,506.03	50,578.85		
00191	44493 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	45,498.59	45,487.43		
00192	44534	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	1,600.00	1,725.00	1,725	
00193	44604	Filed Claim	USD Account Deposits as per Proof of Claim	EUR	75,000.00	72,258.73		
00194	44652 100 8410	Filed Claim	CHF Deposited Funds as per Proof of Claim	CHF	99,847.04	99,842.29		
00195	44697 100 8410	Filed Claim	CHF Deposited Funds as per Proof of Claim	EUR	4,780.00	99,133.85		
00196	44883 100 8410	Filed Claim	USD Bank closed down and 3years wasted messing about-final liquidation as per Proof of Claim	CHF	4,827.13	57,114.00		
00197	44935 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	14,615.09	14,522.49		
00198	44956	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	100.00	6,243.91		
00199	45162 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	184,500.00	191,689.11		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00200	45260 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	77,812.79	78,840.27		
00201	45384 100 8410	Filed Claim	EUR Account Credit as per Proof of Claim	EUR	45,000.00	48,434.31		
00202	45399 100 8410	Filed Claim	CHF EUR Deposited Funds as per Proof of Claim	CHF	5,000.00	9,957.29 361.17		
00203	45477 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	20,000.00	263,802.98		
00204	45500	Filed Claim	USD Business Profit as per Proof of Claims	EUR	131,000.00	130,000.00		
00205	45583 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	60,002.64	60,070.14		
00206	45758 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	298,000.00	297,742.29		
00207	46017	Filed Claim	USD Deposited Funds as per Proof of Claim	CHF	4,795.19	12,000.00		
00208	46090 100 8410	Filed Claim	USD Owned Business Account balance as per Proof of Claim	EUR	37,712.00	47,972.00		
00209	46495 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claims	EUR	12,300.07	12,300.07		
00210	46656 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	GBP EUR	4,000.00 300.00	21,305.66		
00211	46685 100 8410	Filed Claim	EUR USD 81,073.79 Saving Deposit as per Proof of Claim	EUR	69,930.21	69,930.21		
00212	46870 8410	Filed Claim	USD Good Sold	GBP CHF	2,000.00 35,000.00	39,000.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00213	47342 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	24,985.00	75,000.00		
00214	47465 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	45,499.81	48,882.25		
00215	47642 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	GBP	2,955.43	8,000.00		
00216	47687 100 8410	Filed Claim	EUR USD 21,213.47 Deposited Funds as per Proof of Claim	EUR	18,464.00	18,424.07		
00217	48099 100 8410	Filed Claim	EUR USD 16,861.77 USD Deposited Funds as per Proof of Claim	EUR	14,600.00	14,600.00	15,741	
00218	48312 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	544,438.09	543,351.70		
00219	48493 100 8410	Filed Claim	USD Bank Account Balance as per Proof of Claim	EUR	29,414.23	8,878.00		
	48493 100 8410	Filed Claim	USD Bank Account Balance as per Proof of Claim			20,490.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00220	48649	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	529,700.00	529,700.00	571,112	
00221	48936 100 8410	Filed Claim	EUR Deposited funds Services Performed as per Proof of Claim Received 08/05/2025	EUR	88,407.00	88,362.30		
00222	49068 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	3,400.00	3,800.00		
00223	49345 100 8410	Filed Claim	CHF Balance on 28 Nov 2022 as per Proof of Claim	CHF	17,375.37	17,529.18		
00224	49611 100	Filed Claim	CHF CAD271.20 - Notary Fees CAD600 - Apostille Fees Deposited Funds  as per Proof of Claim	CHF	7,726.07	7,772.07		
00225	49768	Filed Claim	EUR USD 35,871.03 Deposited Funds, Services Performed	EUR	30,404.00	31,533.73		
00226	49947	Filed Claim	USD Account Balance before freezing as per Proof of Claim	EUR	3,400.00	4,951.00		
00227	50317	Filed Claim	EUR Deposited Funds Two Accounts as per Proof of Claim	EUR	10,000.00	53,217.03		
00228	50449 100 8410	Filed Claim	GBP Business Consulting Performed as per Proof of Claim	GBP	4,950.00	18,824.05		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00229	50773	Filed Claim	USD Deposited Funds Savings as per Proof of Claim	EUR CHF	1,943.00 49,041.20	57,225.00	57,225	
00230	50852 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	11,098.66	11,116.66		
00231	50877	Filed Claim	EUR Deposited Funds as per Proof of Claims	EUR	83,500.00	84,620.18	91,236	
00232	51016	Filed Claim	USD Cash Deposit - 7,000 Gold Deposit - 1,000 as per Proof of Claim	EUR	4,400.00	8,000.00		
00233	51024 100 8410	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	18,000.00	19,436.22	20,956	
00234	51138	Filed Claim	EUR Deposited Accounts as per Proof of Claim	CHF	112,369.00	121,893.47		
00235	51206	Filed Claim	GBP Services performed Offshore Worldwide as per Proof of Claim	GBP	12,434.62	12,434.62	15,847	
00236	51256 100 8410	Filed Claim	USD Deposited Funds as per Proof of Claim	EUR	10,000.00	167,460.00		
00237	51298	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	3,956.32	4,993.82		
00238	40452 100 8410	Filed Claim	EUR Deposited funds only – no securities or loans involved as per Proof of Claim	EUR	49,500.00	49,980.00		

Exhibit B  
INITIAL ANALYSIS OF CLAIMS REGISTER

Case Number: C22-D-006

Date: April 26, 2026

Debtor Name: EURO PACIFIC INTL BANK INC

SN	Claimant Codes	Claim Class	Notes	Currency	Scheduled	Claimed	Allowed USD	Reserved
00239	43394 100 8410	Filed Claim	GBP DEPOSITED FUNDS as per Proof of Claim	GBP	14,173.84	14,759.21		
00240	9207	Filed Claim	EUR Deposited Funds as per Proof of Claim	EUR	18,378.21	18,405.21		
00241	44970	Filed Claim	USD Services Performed During Business Activity as per Proof of Claim	EUR	70,000.00	101,319.43		

SN	Claimant Codes	Claim Class	Currency	Scheduled	Claimed	Allowed USD	Reserved
00241	00241	Case Totals per Currency	AUD	-	412,286		
			CAD	-	-		
			CHF	1,036,722	936,535		
			EUR	11,824,689	9,098,524		
			GBP	1,960,111	1,806,879		
			SGD	-	973		
			USD	-	11,530,692	3,312,122	

Classification Level	Schedule	Claimed	Allowed	Reserved
Eligible Customers	16,412,635	25,027,358	3,312,122	
Aggregated Amount in USD	16,412,635	25,027,358	3,312,122	

**Legend:**

SN (Sequential Number): Internal reference assigned to each claim for tracking purposes

Claim Number: T24 ID assigned to the customer, unique regardless of the number of accounts held, as per bank records

Notes: Summary of claim basis, currency and other remarks provided by the claimant.

Currency: Credit Currency listed in the Novo Banco Outgoing Wire Report dated September 2022

Scheduled: Amount listed in the Novo Banco Outgoing Wire Report dated September 2022

Claimed: Amount reflected in the Proof of Claim submitted by the customer

**Disclaimer:**

All data provided in this report reflects information as written and attested to by each claimant in the Proof of Claim submissions.

No determinations of claim validity, approval, or denial are made at this stage; evaluation is ongoing.

CHF, GBP, PLN, and EUR are based on Novo Banco FX settlement rates as of August 2024

AUD, CAD, SGD, and USD reflect values as of October 29, 2025

These figures are provisional and subject to change without notice. No representation is made regarding future exchange rates or claim outcomes

This report is presented strictly for reporting purposes and should not be construed as a final assessment or regulatory confirmation

Claims submitted with a single total across multiple asset types (cash, gold, silver, mutual funds)

and no itemized breakdown have been excluded from cash account balances.

The number of such claims is noted; however, corresponding cash amounts cannot be determined at this time.

<https://www.wsj.com/markets/data/currencies/exchangerates>

## **Exhibit C: Uses and Sources Settlement Term Sheet**

CLASS	DESCRIPTION	Amount of Class (\$ or Oz.)	Amounts Claimed per POCs Filed	Claims Reviewed and Allowed for Payment	Funds Required to Pay Claims Filed	Interim Distributions Claims Paid by Trustee	Estimated Trustee Payments at Effective Date	Additional Funds - Cash Claims	Additional Funds - Liquidation of Silver Holdings	Qenta Funds Initial Contribution - Gold Claims	Reserve for Wire Claims - For Deposit with OCIF
Eligible Claims - Cash Claims - Qenta	"Opt Out" customer claims	\$ 19,188,381	\$ 25,027,358	\$ 3,312,120	\$ 21,715,238	\$ 3,312,120	\$ 21,715,238	\$ -	\$ -	\$ -	\$ -
	Claims from "Opt in" customer balances from cash as of September 28, 2022	\$ 47,559,377	\$ 32,959,103	-	\$ 32,959,103	-	\$ 32,959,103	\$ -	\$ -	\$ -	\$ -
Silver Holdings Claims	Silver holdings considering the inventory list as of June 30, 2022.	321,885.76	6,493,511	-	6,493,511	-	-	-	\$ 6,493,511	\$ -	\$ -
Gold Holdings Claims	Gold holdings considering the inventory list as of June 30, 2022.	11,244.29	9,453,345	-	9,453,345	-	-	-	-	\$ 9,453,345	\$ -
	Wire transfers initiated by customers but received after the issuance of the OCIF Cease and Desist Order. Not part of the Incoming Wires										
	After Closing Order Liquidation Process	\$ 841,981	\$ 194,455	-	\$ -	-	-	-	-	-	\$ 841,981
		\$ -	\$ 67,439,806		\$ 70,621,197	\$ 3,312,120	\$ 54,674,341	\$ -	\$ 6,493,511	\$ 9,453,345	\$ 841,981

Total Silver Ounces Claimed per POCs  
Quoted Price as of 3/8/2026 \$ 79,851.34  
81.32

Total Gold Ounces Claimed per POCs  
Quoted Price as of Settlement \$ 2,862.49  
3,302.49

Notes:  
--Chart is preliminary; all amounts subject to change  
--"POC" = proof of claim

**Exhibit D: Form of Instructions to Silver Bullion**

[DATE]

Silver Bullion Pte Ltd  
[#01-108, Millenia Walk  
9 Raffles Blvd., Singapore 039596]

Attn: [Contact person / Department]

Re: Instruction for Physical Redemption and Sale of Silver Holdings - [Account  
Name/Number]

Dear Sirs,

This letter constitutes a joint instruction from:

**Wigberto Lugo Mender**, solely in his capacity as duly appointed trustee of **Euro Pacific International Bank Inc.** (“EPB”), acting pursuant to the authority granted by the Office of the Commissioner of Financial Institutions of Puerto Rico (the “Trustee”); and

**Qenta Inc.**, a Delaware corporation (“Qenta”),

(each an “Instructing Party” and together the “Instructing Parties”).

## 1. Background

A. EPB maintains or beneficially owns certain precious metals held in custody with Silver Bullion Pte Ltd (“Custodian”), including silver held under account number [Account number/identifier] (the “Account”).

B. The Trustee is the sole person authorized to act on behalf of EPB with respect to the Account. These instructions are issued jointly to evidence authorization and operational coordination between the Instructing Parties.

C. These instructions are issued in connection with the administration of the EPB liquidation and are intended to facilitate the orderly liquidation of the silver holdings in the Account.

## 2. Instructions

You are hereby instructed to:

(a) Sell [\_\_\_\_<sup>1</sup>] ounces of the silver currently held in the Account at prevailing market prices in accordance with your standard execution procedures; and

(b) Transfer the net proceeds (after deduction of all applicable fees, costs, and charges) of such sale by bank transfer to the Trustee as follows:

Beneficiary Name: [Trustee Account Name]

Bank Name: [ ]

Account Number / IBAN: [ ]

SWIFT/BIC: [ ]

(c) Sell [\_\_\_\_<sup>2</sup>] ounces of the silver currently held in the Account at at prevailing market prices in accordance with your standard execution procedures; and

(b) Transfer the net proceeds (after deduction of all applicable fees, costs, and charges) of such sale by bank transfer to Qenta as follows:

Beneficiary Name: [Qenta Account Name]

Bank Name: [ ]

Account Number / IBAN: [ ]

SWIFT/BIC: [ ]

### **3. Authority and Reliance**

The Trustee represents that he is duly authorized to provide these instructions on behalf of EPB and that the Custodian may rely on this letter as valid and binding instructions.

Qenta's execution of this letter is provided solely to acknowledge notice of these instructions and does not create any right to receive proceeds or control the disposition of the Account.

### **4. Fees and Charges**

All applicable fees, commissions, storage charges, delivery expenses, taxes, and other costs may be deducted from the Account or from sale proceeds in accordance with your standard terms unless otherwise agreed in writing.

### **5. Confirmation**

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<sup>1</sup> [Amount is a function of silver-related claims of (a) Reverse Migration Customers, including those customers who become Reverse Migration Customers after the date of the Settlement Agreement per 2.3.1 of that agreement, and (b) customers requesting a transfer in kind.]

<sup>2</sup> [Amount is a function of silver-related claims of Opt-In Customers who have not filed claims in the OCIF-ordered liquidation process.]

Please confirm receipt of these instructions and provide trade confirmation and settlement statements to:

Trustee:

Wigberto Lugo-Mender  
Lugo Mender Group LLC  
100 Carr. 165 Suite 501  
Guaynabo, PR 00968-8052  
USA  
wigberto@lugomender.com

Qenta:

Daniel Osorio  
3730 Kirby Rd floor 12-unit 13  
Houston TX 77098  
USA  
daniel.osorio@qecosystem.com

Sincerely,

For and on behalf of **Euro Pacific International Bank Inc.**, in liquidation, acting by Wigberto Lugo Mender, solely in his capacity as Trustee.

Signature: \_\_\_\_\_  
Name: Wigberto Lugo Mender  
Title: Trustee  
Date:

For and on behalf of **Qenta Inc.**

Signature: \_\_\_\_\_  
Name: Brent de Jong  
Title: Chairman  
Date:

**Exhibit E: Form of Rule 41 Dismissal**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

WIGBERTO LUGO-MENDER, as Trustee for  
Euro Pacific International Bank, Inc.,

*Plaintiff,*

v.

QENTA, INC.; PETER D. SCHIFF; BRENT DE  
JONG; ABC INSURANCE COMPANY; XYZ  
INSURANCE COMPANY; and DEFENDANTS A  
and B,

*Defendants,*

EURO PACIFIC FUNDS SCC LTD.; EURO  
PACIFIC SECURITIES, INC.; EURO PACIFIC  
CARD SERVICES LTD. and GLOBAL  
CORPORATE STAFFING LTD.

*Parties In Interest.*

**Civil No.:** 25-cv-1501 (PAD) (GLS)

**NOTICE OF DISMISSAL**

PLEASE TAKE NOTICE that, pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, this action is dismissed in its entirety, with prejudice and with each party to bear its own costs.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this \_\_\_ day of \_\_\_\_\_ 2026.

THE LUGO LAW FIRM  
173 O'Neill St.  
San Juan, Puerto Rico 00918  
Tel. (787) 705-9043

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EYCK O. LUGO, ESQ.  
USDN 216708  
E-mail: [Elugo@lugolawfirmpr.com](mailto:Elugo@lugolawfirmpr.com)

*Counsel for Plaintiff*

**Exhibit F :**  
**Form of notice to become reverse migration customer**

**NOTICE TO OPT-IN CUSTOMERS – OPPORTUNITY TO BECOME REVERSE  
MIGRATION CUSTOMER**

[DATE]

TO: Customers of Euro Pacific International Bank, Inc. (“EPB”) who did not elect to be excluded from the asset transfer agreement provided in the Joint Order of Liquidation and are now classified as “Opt-In Customers.”

**RE: NOTICE OF OPPORTUNITY TO PARTICIPATE IN OCIF LIQUIDATION PROCESS  
(REVERSE MIGRATION ELECTION)**

Dear Customer:

**1. PURPOSE OF THIS NOTICE.**

This Notice is being issued in connection with the ongoing liquidation of Euro Pacific International Bank, Inc. (“EPB”), pursuant to the authority of the Office of the Commissioner of Financial Institutions of Puerto Rico (“OCIF”).

In furtherance of that process, the Trustee and certain third parties, including Qenta Inc. and its related entities (collectively, “Qenta”), have entered into a Settlement Agreement in connection with litigation pending before the United States District Court for the District of Puerto Rico, Case No. 25-cv-01501-PAD-GLS, which establishes a coordinated framework for the resolution of customer claims.

This Notice is being provided as part of that framework to inform you of your rights and options with respect to participation in the OCIF-supervised liquidation process.

**2. YOUR OPTION – REVERSE MIGRATION.**

You are receiving this Notice because you were previously classified as an “Opt-In Customer.”

You are now being provided with an opportunity to elect to participate in the OCIF-supervised liquidation process administered by the Trustee (the “Reverse Migration Option”).

If you elect to participate:

- You will be treated as a “Reverse Migration Customer”;
- Your claim will be processed and paid by the Trustee; and,
- Claims will be paid in cash (US Dollars), including precious metals claims.

Important: Claims relating to mutual funds, securities, or other financial instruments will remain under the administration of Qenta Inc. or its affiliates.

### 3. IMPORTANT CONSIDERATIONS.

- Claims are subject to verification and approval;
- Payments are made only on allowed claims;
- Precious metal claims are paid in cash (US Dollars); and,
- Securities and mutual funds remain with Qenta.

### 4. DEADLINE.

You must submit your claim within sixty (60) days of this Notice.

Late claims will not be accepted.

### 5. HOW TO SUBMIT.

Customers who wish to become Reverse Migration Customers have a period of sixty (60) days from the date of this notice to submit their claims for those amounts owed to you by EPIB. All claims must be submitted under oath using the OCIF Claim Form A, accompanied by all evidence and supporting documentation that could sustain your claim.

Specific instructions have been set to protect the confidentiality and security of the information being provided. Please follow the instructions provided on the portal to file and remit your documents.

A designated website portal has been established to channel all communications regarding this liquidation process as well as to receive documents and correspondence relevant to your claim. For questions or for obtaining additional information please use the contact information detailed below:

- Email: [trustee@epbprliquidation.com](mailto:trustee@epbprliquidation.com) and [trusteesupport@epbprliquidation.com](mailto:trusteesupport@epbprliquidation.com)
- Mailing Address: P.O Box 11492, San Juan, PR 00922-1492
- Domain: <https://epbprliquidation.com/>
- Filing of Proofs of Claims for Processing:
  - a. **Download the Proof of Claim:** Access the EPIB Domain to download the necessary form.
  - b. **Complete the Form:** Fill out the Proof of Claim form with accurate and detailed information as required.
  - c. **Monitor Your Email:** After filing your claim, regularly check your email, including spam/junk folders, for a message from the trustee containing next steps.

**IF YOU HAVE ALREADY FILED A PROOF OF CLAIM THROUGH THE TRUSTEE LIQUIDATION PROCESS YOU DO NOT NEED TO FILE AGAIN. YOUR CLAIM WILL BE REVIEWED AND YOU WILL BE INFORMED OF ANY ADDITIONAL DOCUMENTS OR INFORMATION YOU NEED TO PROVIDE.**

**DO NOT SEND SENSITIVE DOCUMENTS VIA EMAIL.**

After the sixty (60) day period for filing claims, a list of submitted claims will be published at <https://epbprliquidation.com/> within thirty (30) days. This list will include a description of the claim, the amount, and a breakdown of accounts payable and/or debts.

A copy of the claims report will also be provided to OCIF and updated every thirty (30) days to reflect the status and outcome of the claim's evaluation process.

The Trustee will maintain direct contact with claimants and respond promptly to communications and/or complaints.

The Trustee has the duty and authority to evaluate all claims and may deny, or subordinate claims based on the guidelines provided.

Please ensure that your claim is filed within the stipulated time frame to be considered for allowance. If you have any questions or require further information, do not hesitate to contact the Trustee at the email address provided.

We encourage all interested parties to monitor for further announcements and to adhere strictly to the directives issued in the portal.

## **6. EFFECT OF NOT ELECTING.**

If you do not file a claim:

- You will not participate in the Trustee's liquidation; and,
- Your claim will be handled by Qenta.

**Wigberto Lugo Mender, Esq., CPA**

Trustee appointed by

The Office of the Commissioner of Financial Institutions of Puerto Rico

### **Compliance Notice:**

This publication is provided for informational purposes only and does not constitute legal, financial, or investment advice. References to the liquidation of Euro Pacific International Bank Inc. reflect publicly available information as of the date of publication. The liquidation is being carried out in accordance with applicable U.S. laws and regulations, including those enforced by the Commissioner of Financial Institutions of Puerto Rico (OCIF), and other relevant regulatory authorities. This communication does not constitute an offer to sell or a solicitation of an offer to buy any securities or financial instruments. Readers should consult their own legal, financial, or regulatory advisors before acting on any information contained herein.