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Ref: No. Cur201903648
Challenges, requests and questions to the failed debtor.
Arts. 111 and 112 Curaçao Bankruptcy Law

Citizen

Judge of the Court of First Instance of Curaçao.

Gift.

We, Carlos Calderón Arias and Roberto Hung Cavalieri, Venezuelan lawyers, identified with Venezuelan identity cards 3,186,784 and 10,807,685, passports Nos. 164829217 and 099465696, and Inpreabogado number Nos. 12,441 and 62,741, acting in our capacity as representatives of creditors whose rights have been represented and recognized in this procedure, the list of provisionally recognized debts having been published by this receivership, as well as the consignment by the Secretariat by the shareholder of the bankrupt, the commercial company, a proposal or project agreement or "Composition Plan" by the shareholder of the failed company, the commercial companies (i) Cartera de Inversiones Venezolanas C.A., and (ii) Banco Occidental de Crédito, Banco Universal C.A., on the occasion of the verification meeting creditors convened and set for the eleventh (11th) day of December 2023, in exercise of the right of creditors in accordance with articles 111 and 112 of the Curaçao Bankruptcy Law request the judge to require the representatives of the failed debtor and its shareholders information on certain points related to the causes of bankruptcy and the state of the debtor's estate and assets, as well as that this being the first procedural opportunity to formulate challenges at the debt verification meeting, we proceed as follows: develops.

I
PREVIOUS CONSIDERATIONS
OF THE REJECTION IN THE TERMS IN WHICH THE COMPOSITION PLAN WAS PRESENTED
CHALLENGE OF MANDATES.

Considering the presentation of the "Composition Plan" presented by the shareholders of the failed debtor Banco del Orinoco N.V., the companies Cartera de Inversiones Venezolanas C.A., and Banco Occidental de Crédito, Banco Universal C.A., and

which they call “Cartera Group ”, before The terms in which it has been presented and the opportunity in which this occurred, on the occasion of the holding of the Meeting of Creditors, make it necessary to formulate important statements and requests.

Of the “Cartera Group ”, its composition and alleged desire for “self-composition” ignore the rights of the depositors.

Of importance, interest, and concern is the statement and conformation made by the shareholders of the failed debtor which, given its seriousness, we proceed to quote verbatim in its original:

> Of great importance is the fact that the Cartera Group and related individuals and companies (the ‘**Cartera Group and Related Individuals and Companies’**) in the aggregate form the single largest group of creditors in the bankruptcy of BDO. The Cartera Group and Related Individuals and Companies are in favor of the Composition Plan and will subsequently vote in favor of acceptance of the Composition Plan. It is important to note that, to the date of presentation of this Composition Plan, Cartera Group and Related Individuals and Companies represents 70% of BDO creditors and 75% of the admitted and verified claims on BDO.
>
> In its pursuance of alternative payment and/or settlement of the BDO creditors, given the limited possibilities thereto due to the previously mentioned OFAC sanctions and EU Sanctions, the Cartera Group is offering alternative forms of payment as described in the following.
>
> The purpose of the Composition Plan is to make full and final payment and/or settlement of the claims of the creditors of BDO. The Composition Plan, once approved by the Court, will be put to a vote of the common creditors of BDO. The Composition Plan provides for payment and/or settlement of the creditors of BDO of their admitted and verified claims on BDO (See List of Submitted and Admitted Claims, provided by the Receiver).

As can clearly be seen from the statements of the debtors' own shareholders, they affirm and confirm the status of "Group", not only with the failed one, and as has been pointed out on other occasions with the institutions, ALL BANK CORP (ALLBANK) of Panama, BANCO MULTIPLE DE LAS AMERICAS (BANCAMERICA) of the Dominican Republic, BOI BANK CORPORATION (BOI) of Antigua and Barbuda, which is given special mention in the proposed “Composition Plan”, but also other companies and individuals, which is never mentioned but which we infer and will indicate, are people effectively close to the bankrupt company and responsible for its administration that resulted in the state of asset damage that gave rise to the bankruptcy and liquidation measure, but also other companies and people, that, as the court will decide, they were surprised in their good faith, supposedly being served by

officials of the banking group, when in any case the communications should have been prepared by the receivership, so that they could grant mandates to people directly linked to the failed company, and that such a vote would not be exercised to vote on proposals in defense of their rights but, on the contrary, against options that are completely nugatory.

It expressly indicates “Cartera Group”, which with “Affine Persons and Companies represents 70% of BDO creditors and 75% of the credits admitted and verified on BDO”, wanting in some way to point out that for article 140 of the Law of Bankruptcy that indicates the number necessary for a qualified vote, would practically have it assured, so practically what it seeks is to impose a “self-liquidation”, without taking into account the rights of the depositors.

It points out that the related creditors and those under its control are in the corresponding list of admitted and verified debts, however in no way do they indicate who they are, which is why creditors have the right to know them to challenge those that could be responsible for the bankruptcy of the bank, such as accounts and debts of its shareholders and directors, or of closely related companies, in which case not only must they not vote for the acceptance or not of the Plan, but they must eventually respond with their assets in the event of the lifting of the corporate veil is declared, whose provenance requirements we consider to be met.

Of interest is to highlight article 138 of the Bankruptcy Law, which establishes that mortgage, pledge or privileged creditors will be excluded from voting on the agreement, including those whose priority is in dispute, a rule that shows us the essential mission of bankruptcy processes. such as the present in which creditors with privileges cannot be considered for the approval of agreements and that such have been disputed, all of which makes it more evident and related to the nature of the liquidation process, that the company itself does not do so. failed debtor, its shareholders, related companies and people that it keeps in absolute darkness.

Having said the above, it is formally rejected and challenged that the bankrupt itself, its shareholders, and the “Cartera Group ”, may attempt to vote in the approval of the proposals presented by the same Group.

In this sense, we request that the Court require the representatives of the “Cartera Group ” to report which are the creditors, people, and companies that makeup said Group so that in this way the other creditors can, if they consider it pertinent, challenge them and that said incident is by the procedure provided for in article 117 of the Bankruptcy Law.

On the other hand, it is observed that in the Composition Plan, the “Cartera Group ”, its companies, and related persons, classify themselves as common creditors when the qualification should be granted to the Bankruptcy Court and never to the creditor, and even less so to the shareholders. of the failed company and its related companies and persons. In this sense, it is worth mentioning that in every bankruptcy process, there is a privileged creditor, a common creditor, and third-level creditors, such as the companies and people that make up the aforementioned “Cartera Group ”. In any case, we ask the Court to rule on the qualification given to them by their rank in the order of priority if any rights are granted to them.

About the mandates required of creditors by “Orinoco Information”.

As indicated in the brief of petitions presented to this Court before the presentation of the proposed “Composition Plan”, many of the creditors would have been contacted by people who indicated that they were employees of the bank, or more precisely to make use of the own expression of the failed company and its shareholders, of the “Cartera Group ”, indicating that they had to grant mandates to lawyers who would represent them in the efforts to recover their deposits, all of which they did through calls and telephone messages from the telephone numbers + 584143617728, which would correspond to that of a citizen called “Eva de Maduro (Orinoco Curacao)” and +584246059734, which they identify as “Presidency bod123”, as well as emails from the addressinformacionorinoco@gmail.com.

The aforementioned mandates would be granted to the following people: (i) Carely del Carmen Valentín Morles, (ii) Félix Ferrer Salas, (iii) Rafael Álvaro Ramírez Pulido and (iv) Armando Hurtado Vezga, identified with the Venezuelan identity cards. No. 7,999,555, 4,118,860, 5,199,970, and V-5,158,589, which are the same people who appear as mandatory presenters of the creditors' number 15 to 1150, and

who we understand would be to whom the representation of the shareholders of the failed debtor, part of the “Cartera Group ”.

Regarding this particular situation, we have been warned by depositors who have been contacted to grant the mandates, who are unaware that such representations were to consider them part of the “Cartera Group ”, together with the bankrupt itself and its shareholders, some who do not remember have granted such mandates and that, nevertheless, they would appear there, as well as those who have expressed their desire to revoke such mandates and have done so.

Regarding this particular situation, it is worth highlighting that beyond any responsibility that may arise from the fact that the same person, a legal professional, serves as a representative in a judicial process, and this is one, and in some legal systems they are even considered a criminal type such as prevarication, in the present case there is at least a very serious situation of conflict of interest, especially concerning Carely del Carmen Valentín Morles, who would be extremely trusted personnel of whom she would personally also be a part of the “Cartera Group ” which is its sole shareholder and Director, citizen Víctor José de Jesús Vargas Irausquín, all of which results in an absolute vice of consent that would entail the annulment of such representation obtained by deceiving the good faith of the mandated depositor.

To the above, it must be added that by articles 87 and 94 of the Bankruptcy Law, the trustee, upon taking a said position, must also take control of all communications of the failed debtor, and all calls must be made through him. or call, especially the one directed to creditors so that they are present at meetings and meetings, so the fact that third parties use a non-institutional means of communication such as emailinformacionorinoco@gmail.com and with personal information of the depositors will also constitute a situation of improper “substitution” or “impersonation” of identity and “usurpation of powers” of the liquidator.

Having said the above, following article 117 of the Bankruptcy Law, we expressly challenge on this prior opportunity and during the meeting of creditors, all the mandates presented by citizens (i) Carely del Carmen Valentín Morles, (ii) Félix Ferrer Salas, (iii) Rafael Álvaro Ramírez Pulido and (iv) Armando Hurtado Vezga, who are the same people who appear as presenters of the creditors located from

number 15 to 1150 of the list of provisionally admitted debts, and who we understand would be these to whom refer to the representation of the shareholders of the failed debtor, part of the “Cartera Group ”.

In this sense, we ask this Court to order that the necessary investigations be carried out, requiring from the representatives, in particular, those to whom the emails coming from the address informacionorinico@gmail.com refer, the information about those who contacted them and whether they maintain or have maintained some relationship with the bank, its directors or shareholders, as well as where they obtained the creditor data from.

We also request that the liquidator be asked if he was aware of said communications made through the address informacionorinoco@gmail.com, and that he publicly state that no person other than the liquidator can offer on behalf of the failed debtor, Banco del Orinoco N.V., issue any correspondence or communication on behalf of the company in liquidation.

Given the serious situation constituted by the fact that the identity and primary functions of the liquidator have been used to recruit “principals” who would grant representation in such important acts of the process to “representatives” closely related to the debtor who failed in liquidation, which At the very least it constitutes an obvious conflict of interest, we very respectfully request that said mandates be left without effect, while the corresponding registrations of the debts of the interested parties are maintained, all with due attention and defense of their rights, informing you that They may appoint new representatives or directly assert their rights at the meeting of creditors and other future updates.

Of the assets of the failed debtor, shareholders, companies, and related persons parts of the “Cartera Group ” and its lack of determination.

An aspect of vital importance in the bankruptcy and liquidation processes due to the legal consequences that it entails, is the determination of the financial situation of the bankrupt with which the debts must be satisfied, a situation that in the present case since the bankruptcy was declared in October 2019, it has never been known, the

trustee has not been able to determine it and with the presentation by the Composition Plan, it is left in a much darker situation.

Since October 2019, there has been no liquidation balance sheet, especially regarding the investment portfolio of Banco del Orinoco N.V., which would be under "custody", and which never until the present opportunity in the meeting for the verification of debts have been able to be reviewed and this is what the trustee has indicated in his multiple reports.

As has been maintained on several occasions, the investments of Banco del Orinoco N.V. would be under the custody of three firms that would be: (i) Welden Securities of Uruguay (WELDEN SECURITIES AGENTE DE VALORES S.A.), which was sanctioned by the Superintendence of Services Financial Institutions of the Central Bank of Uruguay and later liquidated[1]; (ii) VISTRA INTERNATIONAL S.A. of Panama, which is not the renowned International Investment firm Vistra, with global presence and operations, and (iii) FARRINGDON ASSET MANAGEMENT of Singapore[2],

With the presentation of the Composition Plan, far from achieving greater clarity in the determination of the financial situation of the failed party, and now of the "Cartera Group ", on the contrary, the panorama darkens even more when the representation of the failed debtor of in an obscure and generic manner, affirms and confirms that it maintains an investment portfolio with assets greater than the debts of Banco del Orinoco N.V., and that it is in "custody" by a professional and experienced third party, the Plan proposal states. Of composition:

> *The Cartera Group holds a securities investment portfolio of assets worth more than the total debts of BDO (the 'Investment Portfolio') held in custody by a professional and experience third party.*

The assets of the bankrupt company do not appear in this bankruptcy and liquidation procedure; it has not been possible to obtain knowledge of the investment portfolio,

[1] Available from the page of the Central Bank of Uruguay https://www.bcu.gub.uy https://www.bcu.gub.uy/Servicios-Financieros-SSF/Resoluciones_SSF/RR-SSF-2020-613.pdf Available for download from the Central Bank of Uruguay website https://www.bcu.gub.uy https://www.bcu.gub.uy/Servicios-Financieros-SSF/Resoluciones_SSF/RR-SSF-2022-475.pdf

[2] https://www.farringdon.com.sg/

nor the "custodians", now less is known about the assets situation of the "Cartera Group ", its portfolio or of its custodians, all of which is fully identified with the factual assumptions contained in article 147 of the Bankruptcy Law to deny the approval of the agreement or Composition Plan, which in the terms as it has been presented and in the absence of the liquidation balance is not even proposed.

Said Article 147 establishes three cases in which the Bankruptcy Judge may deny approval of the Plan, which are: (i) That the assets of the estate, including the things over which the right of retention is exercised, significantly exceed the amount stipulated in the plan; since in the present case the assets of the estate are not known, as has been indicated, so it cannot be determined whether in fact it "significantly exceeds" that stipulated in the Plan, which is also not evident, if it turns out to be as The prospectus states that the investments exceed the debts, with the understanding that such assets would be used to pay them, nor can they be approved, but rather they should proceed directly with the satisfaction of such; (ii) that compliance with the agreement is not sufficiently guaranteed; In the present case, and just as has happened with the different obligations of both the BOD Group and its shareholders, and now the “Cartera Group ”, they do not not only offer sufficient guarantees of compliance, but they do not even offer the minimum guarantees of knowing the quality of the investments and their amount, much less their proposal can even be considered, and (iii) that the agreement was concluded through fraud, favoring one or more creditors or with the help of other unfair means, regardless of that the bankrupt or another person has cooperated in it; Once again we observe that from the declaration and affirmation of the representation of the failed bankrupt, its shareholders, companies and people of the “Cartera Group ” indicate that they would have 70% of creditors and 75% of the admitted and verified credits, which as has been stated. indicated, they would correspond, on the one hand, to companies and people closely related to and responsible for the bank's financial situation, and on the other, to depository creditors who would have been deceived in their good faith to grant mandates in favor of the proposed agreement, which is also materially contrary to the interests of the people.

The actions of the receivership in the present case have been, at best, insufficient. It did not prepare, present, or disclose the liquidation balance as a minimum document to be considered by this Court and the creditors of the bankruptcy. He did not present before the Court a payment option other than that presented by the shareholders, he

did not at least point out that there is no other possible payment option because there are no assets owned by the bankrupt, since he never obtained information about the bank's shareholders from the bank's shareholders. portfolio of bonds and securities in the hands of the custodians. This is stated by the trustee in his 12 bankruptcy management reports. Worse still, their lack of diligence prevents us from knowing what the bank's investment portfolio is, which, as mentioned, is offered to establish the trust fund referred to in the first payment method offered.

About him "*BOI Bank Corporation*", or simply the "*BOI Corporation*"

It is observed from the proposed agreement and Composition Plan that one of the alternatives that would be made available to creditors is for their debts to be transferred to accounts in the *BOI Bank Corporation* domiciled in Antigua and Barbuda, and whose assets would be made up of those investments that they claim the "Cartera Group " has but which are unknown.

This is the case and it must be kept in mind that "*BOI Bank Corporation*"is, or was, a banking institution per the laws of Antigua and Barbuda, in which, as occurs in the jurisdiction of Curacao, its creditor depositors cannot make use of their assets, number of creditors and amounts that would be very similar to those affected by Banco del Orinoco N.V. which has led to multiple legal actions against BOI Bank, in which, in addition, the results of independent audits result in absolute opacity regarding its assets, to the point that the license has not been renewed to date. as a bank, which would simply make it "*BOI Corporation*¨, without "Bank", since it is not one, it must therefore be the receivership of the bankruptcy and liquidation procedure, as well as the Court itself if it considers that with the sole proposal made by "Cartera Group s" a compliant alternative would be provided. to the bankruptcy legislation in Curacao, and banking in Antigua and Barbuda, given the terms set out in the Composition Plan, request and obtain information on the current situation of the "*BOI Corporation*" regarding the fulfillment of its obligations as a banking institution, especially, verifying whether there are any complaints and irregularities which would have been warned not only by the banking authority in Antigua and Barbuda such as the*Financial Services Regulatory Commission (FSRC)*, but also important auditing firms such as Grant Thornton, which speaks out on the serious situation of lack of transparency, lack of collaboration and irregularities surrounding the custodians of the bonds and securities, as well as the impossibility of locating the same.

About the current situation of the Western Discount Bank BOD.

It is necessary to state in this procedure that one of the shareholders of Bando del Orinoco N.V., which presents the Composition Plan prospectus, Banco Occidental de Crédito (BOD), which is part of the "Cartera Group ", was also subject to measure by the banking authority of Venezuela, revoking its license as such Bank, and notwithstanding the particular situation that occurred and the judicial actions that are underway against it, or the transfer of its portfolios to the National Bank of Discount (BNC), which it did in contravention of the rights and interests of its depositors, mainly those of Banco del Orinoco N.V., and BOI Bank, since it had to record these relationships in the consolidated balance sheets as an economic group, it is found under a liquidation regime in which its creditors were not guaranteed their rights either.

Given what has been said, it is worth asking ourselves: Should anyone who intends to present themselves as a representative of the BOD has authorization from the banking authority to make said offer of a Composition Plan agreement?

The trustee, and the Court, must clarify this situation before proceeding to vote on an agreement and draft a Composition Plan in the terms as presented.

Regarding the current situation of Cartera de Inversiones Venezolanas C.A.,

This company also presents itself as the main shareholder of Banco del Orinoco, N.V, and in which its only shareholder is the Venezuelan citizen Víctor José de Jesús Vargas Irausquín, having absolute decision-making power in the companies of the "Cartera Group ", which indicates have investments that exceed the debt of Banco del Orinoco, in any case, they must indicate their financial situation to assume the obligations indicated in the Composition Plan, in which they mention that they are part of the Group, people, who we understand would be referred to there. ,

Furthermore, citizen Vargas Irausquín, together with the companies that make up the "Cartera Group " as their representatives call them, Venezuelan Investment Portfolio C.A. and the Western Discount Bank, BOD, are being sued in an action for collective

interests before the Constitutional Chamber of the Supreme Court of Justice of Venezuela for obligations related to civil liability for an illicit act resulting from the deception of legitimate confidence that is fully verified in fiduciary activities such as fundraising, which were carried out in the name of banking institutions outside Venezuela of Grupo Financiero BOD, now Cartera Group , in violation of the Venezuelan legal system, a judicial action that, although related to this Bankruptcy and liquidation have different causes, the legal relationship and bankruptcy in Curacao resulting from the deposits existing there, and in Venezuela due to the illicit act.

The lifting of the corporate veil in light of the various related legal systems.

Aspect also of special attention is the treatment in the different jurisdictions in which the companies and people that are part of what is called by the representatives of the bankrupt itself and its shareholders, “Cartera Group ”, are domiciled, regarding the lifting or drilling of the corporate veil, in the sense of having to demand the responsibility not only of certain companies but also of their shareholders, up to the natural person who may hold total management power.

In the present case, it is observed and is under the declaration of the shareholders of Banco del Orinoco N.V., which together with other companies and people make up the “Cartera Group ”, which in light of the requirements provided for in the various legal systems, the existence of a group or economic unit would be verified.

II
REQUIREMENT OF INFORMATION FROM THE FAILED DEBTOR, ITS REPRESENTATIVES AND SHAREHOLDERS.

Articles 111 and 112 of the Bankruptcy Law provide that, in the meeting of creditors and verification of debts, the creditors have the right to request from the judge that the debtor, personally, or in the case of the bankrupt being a commercial company, mutual insurance, guarantee, or any association or foundation with legal personality through its directors or representative, provide information on certain points that must be specified.

In this sense, we ask the Judge to request the representatives of the failed Banco del Orinoco N.V., and its shareholders, Cartera de Inversiones Venezolanas C.A., and Banco Occidental de Crédito, Banco Universal C.A., and in this sense to record in the minutes both of the questions formulated here and the answers provided by those required, the following particulars:

First: In addition to Banco del Orinoco N.V., Cartera de Inversiones Venezolanas C.A., and Banco Occidental de Crédito, Banco Universal C.A., which are the companies that make up the so-called "Cartera Group " referred to in its proposed "Composition Plan" and if they include the following people and companies:

Victor Vargas Irausquín	Multiple Bank of the Americas (Bancamerica)
All Bank Corp (Allbank)	Western Values Inversiones, C.A.
Boi Bank Corporation (BOI)	Western Corporate Values, C.A.
Inlet Finance Corp	Tequesta Holding Corp.
Palco Associates Inc.	Element Capital Advisors Ltd
The Nordhavn Corporation	Corp Casa de Bolsa C.A.
Avente International Corp.	Brinecorp Inc.
Sunbury Trading Co, S.A.	Denstar Inc.
Applemar Inc	Enliven Enterprises Inc
National Leasing & Financial Corp.	Consulting and Investments Dfa 5000.
Corporate Market Unit	VOI Mutual Fund In Dollars
Cendet Global Corp	Firswest Group Ltd.
BOD Valores Casa de Bolsa, C.A	Inversiones Atarep, C.A
Element Capital Group Ltd	Future Star Holdings Ltd
Tesica Services Ltd	Moral Corporation
Cecve Services Ltd	Planesa Services Ltd
Sigmore Holdings Inc.	Latin America Asset Management Corp
Chalenger 5189 Leasing LLC	La Lechuza Holdings
Wescorp Holdings Inc.	Cayfloor Inc.
Total Standard Inc.	Environmental Solutions Esvenca
Grand Main Ltd	1600 Ponce Lenders, S.A.
Protection, C.A.	Plus Capital Market Inc

Icp Consulting Ltd.	Westraders One Inc
Bray Capital Rd, Srl	DXF Capital Managers Inc
Pymefactoring, S.A.	Precision Capital Finance Ltd
Eagle Holding International, L	Assoc Institute Of Management And E
Equinox B.V.I. Ltd	Ubp Investment Inc.
Invest Real Estates Inc.;	Casy Overseas Corp
Unitown Corp.	Firgoe Company Inc.
Operal Investment Inc	Traspan Holdings, S.A.
Sandcorp Enterprises, S.A.	Percys One Corp
Northmile Intertrade, S.A.	Padaall Air Services, S.A.
Ndv Asset Management Ltd	Redcrest LTD
Inversiones ZURU C.A.	

Second: From the list of provisionally admitted creditors and debts, report whether those that you refer to in your proposed "Composition Plan" and that you refer to are related to companies and people that make up the so-called "Cartera Group ", are those that appear as: "*Creditors represented by Carely Valentin, Armando Hurtado Vezga, Félix Ferrer Salas and Rafael Álvaro Ramírez Pulido*" who are found in the aforementioned list among creditors numbers 15 to 1150.

Third: Report who is the sole or majority shareholder of the Venezuelan company Cartera de Inversiones Venezolanas C.A.,

Room: Report who are the shareholders and directors of the company domiciled in Antigua and Barbuda "*BOI Bank Corporation*".

Fifth: Report if you know Carely del Carmen Valentín Morles, and if yes, indicate the reasons and circumstances why you know her and what relationships she has with the companies and people that make up the "Cartera Group ."

Sixth: Report if persons in the name of Banco Occidental de Diseño (BOD) or Banco del Orinoco N.V., have contacted depositors of the failed debtor requiring them to grant as such depositors mandates to (i) Carely del Carmen Valentín Morles, (ii) Félix Ferrer Salas, (iii) Rafael Álvaro Ramírez Pulido and (iv) Armando Hurtado Vezga.

Seventh: Report if you know who has access as the owner of the email address informacionorinoco@gmail and if it has been created by people related to Banco Occidental de Diseño (BOD) or Banco del Orinoco N.V.

Octavo: Indicate if you are aware of any independent audit report or communication from the banking authority in Antigua and Barbuda such as the *Financial Services Regulatory Commission* (FSRC), in which the financial situation of "BOI Bank Corporation" was noted.

Nineth: Report whether the company proposed in the Composition Plan to receive accounts from creditors as it is "*BOI Bank Corporation*" currently has a valid license as a bank in Antigua and Barbuda.

Tenth: Report if you have knowledge that the judicial attorneys of Western Discount Bank (BOD), Juan Jose Delgado, Antonio Gerardo Ramirez Uzcategui, Manuel Ignacio Pulidor Azpurua, Luis Alberto Ortiz Alvarez, Gonzalo Perez Salazar, Angel Melendez Cardoza, Damelis Sarai Toro Orozco, Guillermo Simon Gibbon Polanco, Daniela Urdaneta Rodriguez, Eleana Alejandra Salazar Mendez, and Armando Israel Hurtado Vargas, filed before the Constitutional Chamber of the Supreme Court of Venezuela in the lawsuit for collective interests (*Class Action*) against Banco Occidental de Discount (BOD), Cartera de Inversiones Venezolanas C.A., and Víctor José de Jesús Vargas Irausquín requesting the inadmissibility of the action alleging, among other things, that there is no legal link between the defendants and the Caribbean banking entities indicated in the lawsuit among them Banco del Orinoco N.V. of which the Composition Plan proposal states that they are part of the "Cartera Group "

Eleventh: Report whether the investment portfolio of Banco del Orinoco N.V. referred to in point 2.1 of the Composition Plan proposal, is the same one that must appear in the liquidation balance sheet that the trustee is obliged to present since it is part of the bankruptcy estate.

Twelfth: Report if the investment portfolio of Banco del Orinoco N.V. has been valued by the bankruptcy trustee

Thirteenth: Report which companies whose shares and participations in the oil, advertising, insurance, health, and real estate sectors held by Cartera de Inversiones de Venezuela C.A., are offered to form the trust fund referred to in point 2.2 of the Plan proposal Of composition.

Fourteenth: Report which securities and securities make up the investment portfolio of the “Cartera Group ” and whether this has been known to the bankruptcy trustee.

Fifteenth: Report who is the professional and experienced third-party custodian that maintains the investment portfolio of the “Cartera Group ” as stated in the Composition Plan, is greater than the total debts of Banco del Orinoco N.V.

Sixteenth: Report who makes up the Coordination and Investment Committee “The Committee” with their professional capacity and personal and ethical conditions, following the standard international standards, as expressed in the Composition Plan in point 2.2, which “have already been designated”, as well as informing who designated them.

III
CONCLUSIONS AND REQUEST

In this way, in compliance with the provisions of the Bankruptcy Law, regarding the rights and participation of creditors and their representatives in the meeting of creditors and verification of debts, we very respectfully request that you please request the bankrupt in the person of those who represent it, respond to the questions contained herein, recording in the corresponding minutes the questions and the answers given.

This is how it appears on December ninth 09th, 2023.