



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

(MRHCJ)

CAUSE NO. FSD OF 2025 ()

IN THE MATTER OF SECTION 131 OF THE COMPANIES ACT (2025 REVISION)

AND IN THE MATTER OF PACIFIC OVERSEAS FINANCIAL CORPORATION (IN VOLUNTARY LIQUIDATION)

PETITION FOR SUPERVISION ORDER

TO: The Grand Court of the Cayman Islands

THE HUMBLE PETITION of Christopher Kennedy and Alexander Lawson of Alvarez & Marsal Cayman Islands Limited, 2nd Floor, Flagship Building, 142 Seafarers Way, George Town, Grand Cayman, Cayman Islands (the “**Petitioners**”), in their capacity as Joint Voluntary Liquidators (“**JVLs**”) of Pacific Overseas Financial Corporation (in Voluntary Liquidation) (the “**Company**”) shows that:

A. SUMMARY

1. The Company was placed into voluntary liquidation by Special Resolution of its members passed pursuant to section 116(c) of the Companies Act (2023 Revision) on 9 October 2024. The Petitioners were appointed as JVLs of the Company by Special Resolution of its members passed on the same date.

This **Petition** was presented by Campbells LLP of Floor 4, Willow House, Cricket Square, George Town, Grand Cayman KY1-9010, Cayman Islands, Attorneys for the Petitioners, whose address for service is that of their attorneys. (Ref: HTS/JFI/17549-44398)

2. At the time of the Company being placed into Voluntary Liquidation, the sole director of the Company was Mr Luis Eduardo Correa Saavedra ("**Mr Correa**"). Mr Correa signed a declaration of solvency in the prescribed form dated 16 October 2024 indicating that to the best of his knowledge and belief, the Company was solvent. The Petitioners have since confirmed for themselves that the Company was and remains solvent.
3. For the reasons set out below, the Petitioners now consider that continuing the liquidation of the Company under the supervision of the Court will facilitate a more effective, economic and expeditious liquidation of the Company in the interests of the contributories and creditors.
4. Therefore, the Petitioners seek to bring the liquidation of the Company under the supervision of the Grand Court pursuant to section 131(b) of the Companies Act (2025 Revision).

B. BACKGROUND

5. The Company was incorporated in the Cayman Islands on 24 October 1989 as an exempt limited company with registration number 33770 and which has its registered office at Alvarez & Marsal Cayman Islands Limited, 2nd Floor Flagship Building, 142 Seafarers Way, P.O. Box 2507, George Town, Grand Cayman, Cayman Islands, KY1-1104.
6. The Company was incorporated as part of a joint venture between Mr Jaun Enrique Werner Rassmuss Echeopar ("**Mr Rassmuss Snr**") and Mr Correa for the purposes of setting up a merchant bank to trade in international debt in Latin America. Mr Rassmuss Snr died on 26 March 2016, leaving Mr Correa as the Company's sole director since that time.
7. The Company's Memorandum of Association dated 13 October 1989 records that the share capital of the Company is US\$900,000 divided into 900,000 shares of US\$1 each (the "**Shares**"). As at the date hereof, the Company has issued 100 Shares.
8. There is a dispute between Mr Correa and Mr Juan Enrique Rassmuss Raier ("**Mr Rassmuss Jnr**") as to the ownership of the Shares. Mr Rassmuss Jnr is the son of Mr Rassmuss Snr and acquired his late father's shares. Mr Rassmuss Snr had held 67 shares in the Company and Mr Correa had held 33 (either directly or via a nominee affiliated with Cayman National Trust). Mr Correa asserts an interest in a further 17 of the Shares held by Mr Rassmuss Snr on the basis that he and Mr

Rassmuss Snr verbally agreed that the Shares in the Company would be held 50/50. Mr Rassmuss Jnr denies this, and asserts he is entitled to the beneficial ownership of all 67 of his late father's Shares.

9. That dispute is the subject of proceedings in the Grand Court of the Cayman Islands with Cause No. FSD 50 of 2022 (DDJ). Those proceedings were stayed pursuant to a consent order dated 4 October 2024 following an agreement recorded in a Deed of Compromise between Mr Rassmuss Jnr, Mr Correa and the Company dated 30 September 2024 (the "**Deed of Compromise**").
10. Pursuant to clause 4.1(a) of the Deed of Compromise and Article 42 of the Company's Articles of Association ("**Articles**"), Mr Correa requisitioned an Extraordinary General Meeting of the Company on 30 September 2024 (the "**EGM**"). The EGM was duly convened on 9 October 2024, at which the Company passed Special Resolutions (i) placing the Company into voluntary liquidation pursuant to section 116(c) of the Companies Act (2023 Revision), and (ii) appointing the Petitioners as its JVLs.
11. A notice of voluntary winding up was filed with the Registrar of Companies on 14 October 2024.
12. The other terms of the Deed of Compromise include, *inter alia*, the following:
 - 12.1. The 50 Shares held by Mr Rassmuss Snr which are not the subject of any claim by Mr Correa can be transferred to Mr Rassmuss Jnr, with the Company's Register of Members to be updated accordingly (clause 3.1);
 - 12.2. Mr Correa agreed to provide the Petitioners (within 30 days of their appointment as JVLs) with certain information, including the Company's financial information and all information relating to any current or former subsidiaries of the Company which came into existence within ten years of the execution of the Deed of Compromise, and any other relevant information of which Mr Correa is aware and which is in his possession, custody or control (clause 5);
 - 12.3. Mr Correa and Mr Rassmuss Jnr agreed to unconditionally support any application made by the Petitioners to continue the voluntary liquidation of the Company under the supervision of the Court pursuant to section 131(b) of the Companies Act (the

“Supervision Application”), with the Petitioners being appointed as official liquidators (clause 6.1);

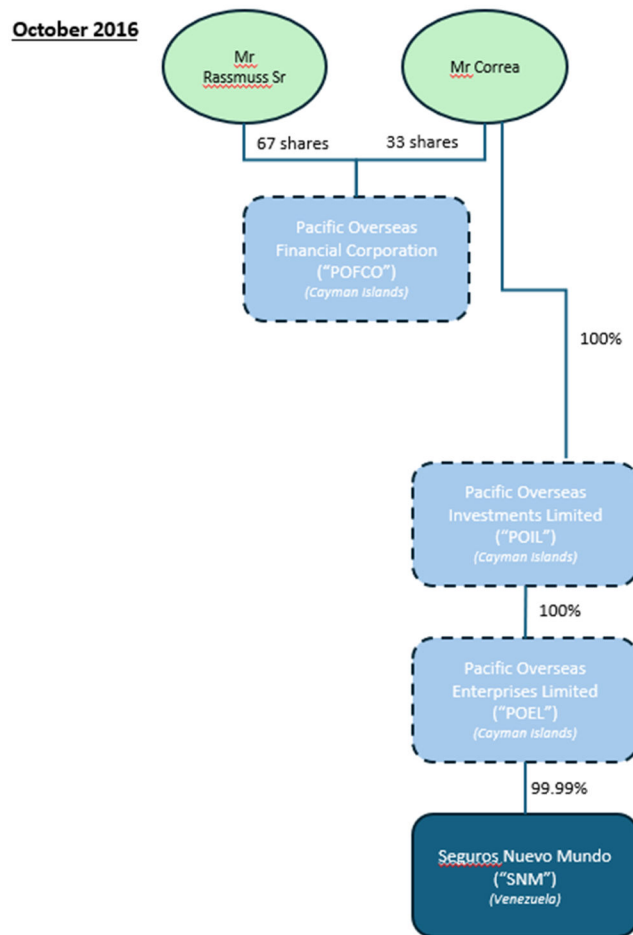
- 12.4. In furtherance of the Deed of Compromise to support the Supervision Application, Mr Correa and Mr Rassmuss Jnr shall (without limitation):
- (a) Provide all reasonably necessary documentation and information requested by the Petitioners in connection with the Supervision Application in a timely manner; and
 - (b) Attend through counsel any hearings before the Court as required to support the Supervision Application (clause 6.2); and
- 12.5. Mr Correa agrees to provide an undertaking to the Court that he will assist the Petitioners investigations, including to comply, to the best of his abilities, with all reasonable requests for information made by the Petitioners in connection with the affairs of the Company (including, without limitation, with respect to the financial affairs of its current or former subsidiaries) (clause 7(a)).
13. This application is therefore supported by the Company’s two ultimate beneficial owners, Mr Correa and Mr Rassmuss Jnr.
14. The Petitioners have conducted preliminary investigations from all available documents collected during the course of the Company’s voluntary liquidation (including from Mr Correa, Mr Rassmuss Jnr, the Company’s former Cayman Islands attorneys and local authorities in Venezuela, among others).
15. Although the Petitioners have obtained further information in relation to the historical affairs of the Company and its subsidiaries as a result of those investigations, the Petitioners consider that the liquidation of the Company should be brought under the supervision of the Court and that an official liquidation of the Company will be more effective, economic and expeditious as the Petitioners have concluded that the Company will need to bring litigation claims to rectify what the Petitioners believe was the misappropriation of the Company’s assets.

C. Alleged misappropriation

16. As a result of a series of transactions that began in October 2016 the Company's entire interest in its then primary asset, being shares in a Venezuelan entity known as Seguros Nuevo Mundo SA ("**SNM**"), were transferred to Mr Correa personally (at his sole direction). The shares in SNM, which in 2016 were of substantial value, had previously been held by a wholly owned subsidiary of the Company known as Pacific Overseas Enterprises Limited ("**POEL**"). The Shares in POEL were held in the name of CNT Nominees Ltd ("**CNT Nominees**"), as nominee for the Company and pursuant to a nominee agreement dated 13 August 1996 ("**Nominee Agreement**"). POEL owned 99.99% of the shares in SNM. The remaining shares in SNM were held directly by the Company, Pacific Overseas investments Limited ("**POIL**"), Mr Rassmuss Snr and Mr Correa.
17. On 12 October 2016, following the death of Rassmuss Snr, CNT Nominees was instructed by Mr Correa to transfer the 100 shares in POEL directly to the Company (thus terminating the Nominee Agreement which had been in effect since 13 August 1996). A share transfer form was executed that day, making the Company the direct owner of 100% of the shares in POEL.
18. On 24 October 2016, Mr Correa passed various resolutions (qua director of the Company and qua director of POIL) to cause:
 - 18.1. the Company to sell its 100 shares in POEL to POIL for US\$5,309,272 (payable within 5 years);
 - 18.2. the Company to transfer its 100 shares in POEL to POIL accordingly; and
 - 18.3. the Company to transfer its entire shareholding in POIL to Mr Correa personally for no consideration; and
 - 18.4. POIL to issue a promissory note in favour of the Company in the sum of US\$5,309,272.

(jointly, the "**2016 Transactions**").
19. The Petitioners continue to investigate:
 - 19.1. how these commercial terms came to be agreed, and what was their commercial rationale;

- 19.2. whether Mr Correa appropriately managed his inherent conflict of interest;
- 19.3. the value of the Company's interest in SNM in October 2016, and currently; and
- 19.4. what means POIL had to service the promissory note and/or whether Mr Correa was personally intending to funds POIL's obligations.
20. Following the 2016 Transactions, the Mr Correa became the beneficial owner of substantially all shares within the structure as follows:

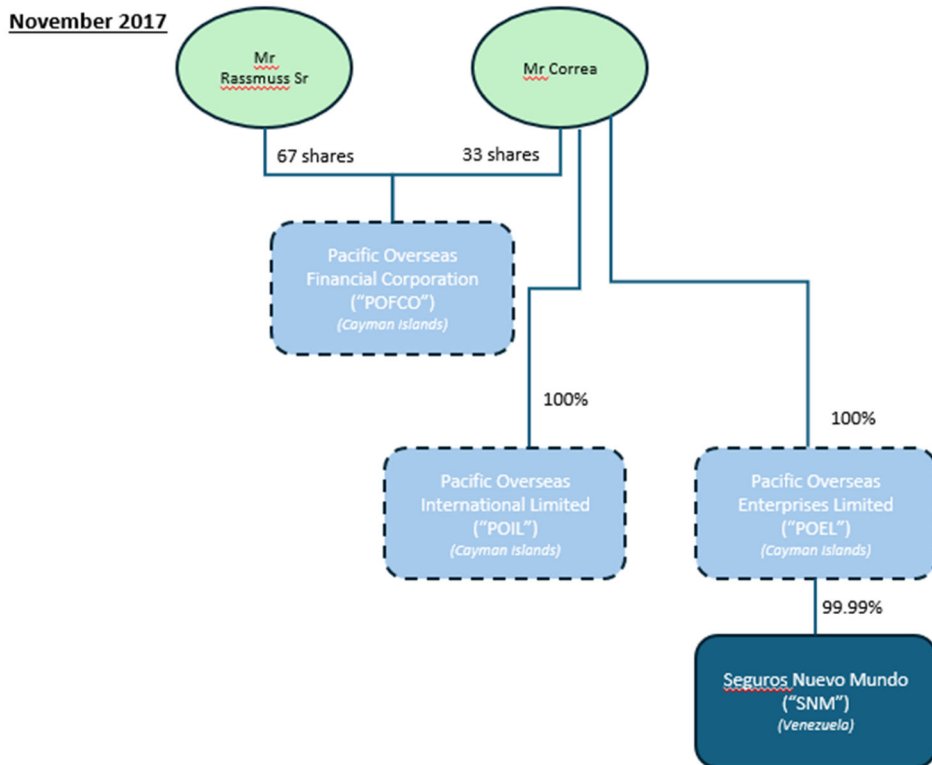


21. The 2016 Transactions were overtaken by events in late October and early November 2017 when Mr Correa took steps to reverse the 2016 Transaction, detailed below (collectively, the “**2017 Reversal**”).

22. On 30 October 2017, over a year after the 2016 Transactions, Mr Correa passed a written resolution as the sole director of POEL to reverse the 2016 Transactions on the basis that he personally already owned 100% of the shares in POEL. The recitals to that resolution reflect that his claim to owning 100% of the shares in POEL is based upon a survivorship/joint tenancy clause with a Registered Office Service and Fee Agreement entered into between Cayman National Trust Co. Ltd and POEL on 9 February 2009 (the “**RO Agreement**”). The clause which Mr Correa relies upon reads as follows:

*“9. If there is more than one Beneficial Owner, then the Beneficial Owners shall be entitled to the shares and proceeds thereof as joint tenants with right of survivorship, unless it is otherwise evidenced in writing to Cayman National” (the “**Survivorship Clause**”)*

23. Mr Correa contends that, by operation of the Survivorship Clause, he was the beneficial owner of all of the Company’s shares in POEL from 26 March 2016 (upon the passing of Mr Rassmuss Snr) by right of survivorship, and that: (i) the Nominee Agreement was invalid; (ii) the transfer of shares from POEL to the Company on 12 October 2016 was invalid; and (iii) the Company’s sales of shares to POIL and the related promissory notes (pursuant to the 24 October 2016 resolutions) were invalid. Mr Correa further resolved that the transfer of POEL’s shares to POIL was cancelled, the promissory note was cancelled, and a new transfer of those shares to Mr Correa personally was authorised. On 8 November 2017 Mr Correa caused the Company to pass related resolutions to reverse entirely the 2016 Transactions, again in reliance on the RO Agreement.
24. The result of the 2016 Transactions and the 2017 Reversal is the same, in that Mr Correa claims to have become the sole shareholder of POEL to the exclusion of the Company and therefore the 100% beneficial owner of the Company’s most valuable asset, SNM, for nil consideration.



D. The need for a supervision order

25. The Petitioners have conducted preliminary investigations and sought information and documents from available sources (including Mr. Correa, Mr. Rassmuss Jr. and the former attorneys for the Company, being both Appleby and Stuarts) to better understand the circumstances surrounding the 2016 Transactions and 2017 Reversal, and have been able to form a preliminary view as to such matters.
26. The Petitioners' preliminary view is that the Survivorship Clause, which is not a clause to which the Company is bound (the RO Agreement is a contract between POEL and Cayman National Trust Co. Ltd.), does not have the effect of permitting a transfer of all of the Company's shares in POEL to whichever of the Company's shareholders survives the other. At all times prior to the 2016 Transactions, POEL's shares were registered in the name of CNT Nominees (as nominee for the Company) as reflected on POEL's Register of Members. Further, by the Nominee Agreement CNT Nominees was directed to hold the POEL shares on trust for the benefit of the company and that such shares vested exclusively in the Company.

27. As noted above, the Company's shares were held in separate portions by Mr Rassmuss Snr and Mr Correa (per the Company's Register of Members). Whether the share split was 67/33 or 50/50, the Company's shares have never been held jointly between joint tenants (e.g. 100% of the shares being owned jointly by Mr Rassmuss Snr and Mr Correa).
28. Further, where the 2016 Transactions were set aside in late 2017 by Mr Correa (and would have been subject to challenge as being against the interests of the Company in any event), the Petitioners regard the transactions detailed above as unlawful, ultra vires, contrary to the interests of the Company, and tantamount to misappropriation, and give rise to claims for (intentional) breach of director's duty, (intentional) breach of trust, knowing receipt, dishonest assistance, or for proprietary relief. In short, the Company remains entitled to the shares in POEL/SNM or to be appropriately compensated.
29. The Petitioners' concerns with the 2016 Transactions, the 2017 Reversal and Mr Correa's position on the effect of the Survivorship Clause have been communicated to Mr Correa through his attorneys by Campbells' letter to Walkers dated 20 March 2025. In response, Mr Correa maintained the legitimacy of the transactions detailed above through which he acquired the Company's entire interest in POEL and thus in SNM.
30. It is evident from the position still advanced by Mr Correa that he and the Petitioners have fundamentally differing views as to the legitimacy and lawfulness of the transactions through which Mr Correa claimed to be entitled to retain materially all of the Company's assets for no consideration.
31. The Petitioners are of the view that it will be necessary to bring litigation claims against Mr Correa and potentially against other entities to seek damages or equitable compensation for the alleged losses which his actions have caused to the Company and/or seek proprietary relief in relation to what the Petitioners regard as the Company's shares in POEL. In connection with such claims, it appears to the Petitioners that it will become necessary to:
- 31.1. exercise statutory powers, which are only available to official liquidators, under sections 103 and 138 of the Companies Act (2025 Revision), to obtain documents, information and conduct investigations. JVLs do not have such powers; and

- 31.2. to take steps within Venezuela in connection with investigating the status of SNM and its historic and current value, which in turn would necessitate seeking recognition of an official liquidation. Such work has begun in the course of the voluntary liquidation, however as the Company is a direct shareholder in SNM, recognition of the Petitioners' authority to represent the Company in its dealing related to SNM would be aided by a winding up order confirming that the Petitioners are court-appointed office holders.
32. If the Petitioners are required to cause the Company to bring claims, particularly against one of the Company's two shareholders, it is appropriate that this occur under the supervision of the Court in an official liquidation and that sanction to bring claims is sought accordingly.
33. In all the circumstances, the supervision of the Court and an official liquidation of the Company will be more effective, economic and expeditious in the interests of the contributories and creditors.
34. The Petitioners are qualified insolvency practitioners who consider that they meet the independence, residency, eligibility and insurance requirements of the Insolvency Practitioner's Regulations (2023 Consolidation), and who consent to being appointed as official liquidators of the Company, if such is approved by this Honourable Court.

YOUR PETITIONERS THEREFORE HUMBLY PRAY AS FOLLOWS:

1. The liquidation of the Company shall continue under the supervision of the Court in accordance with Section 131(b) of the Companies Act.
2. Christopher Kennedy and Alexander Lawson, of Alvarez & Marsal Cayman Islands Limited, 2nd Floor, Flagship Building, 142 Seafarers Way, George Town, Grand Cayman, Cayman Islands, be appointed as Joint Official Liquidators of the Company (the "**Liquidators**").
3. The Liquidators shall not be required to give security for their appointment.
4. The Liquidators shall have the power to act jointly and severally in their capacity as joint official liquidators of the Company.
5. The Liquidators shall not be required to take steps to establish a liquidation committee.

6. In addition to the powers prescribed in Part II of the Third Schedule to the Companies Act which are exercisable without sanction of this Court, the Liquidators are hereby sanctioned to exercise the following powers set out in Part I of the Third Schedule to the Companies Act:
 - 6.1. The power to engage staff (whether or not as employees of the Company) to assist the Liquidators in the performance of their functions; and
 - 6.2. The power to engage Cayman Islands attorneys to assist and advise the Liquidators in the conduct of the liquidation.
7. No disposition of the property of the Company by or with the authority of the Liquidators in carrying out their duties and functions and the exercise of their powers under this Order shall be voided by virtue of Section 99 of the Companies Act.
8. Subject to Section 109(2) of the Companies Act and the Insolvency Practitioners' Regulations (2023 Consolidation), the Liquidators shall be authorised to render and pay invoices out of the assets of the Company for their own remuneration.
9. The Liquidators shall be at liberty to meet all disbursements reasonably incurred in connection with the performance of their duties and, for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as an expense of the liquidation.
10. The Liquidators shall be at liberty to apply generally.
11. The Petitioner's costs of and incidental to the Petition shall be paid forthwith out of the assets of the Company as an expense of the official liquidation, such costs to be taxed on the indemnity basis if not agreed with the Liquidators.

Dated the 3rd day of September 2025.



Campbells LLP
Attorneys for the Petitioners

NOTE: This petition is intended to be served on Walkers (Cayman) LLP, Attorneys for Mr Luis Eduardo Correa Saavedra (a shareholder of the Company) and Maples and Calder (Cayman) LLP, Attorneys for Mr Juan Enrique Rassmuss Raier (a shareholder of the Company).

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman, on _____ at _____ am/pm.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone (345) 949 4296.