

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

**WIGBERTO LUGO-MENDER as the duly
appointed Trustee in the liquidation of
EURO PACIFIC INTERNATIONAL
BANK, INC.**

Plaintiff,

vs.

**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.

CASE NO.: **25-cv-1501(PAD/GLS)**

VIOLATION OF THE COMMODITY
EXCHANGE ACT, 7 U.S.C. § 1, *et. seq.*;
VIOLATION OF THE RACKETEER
INFLUENCED AND CORRUPT
ORGANIZATIONS ACT, 18 U.S.C. §1962;
DECLARATORY JUDGMENT;
REQUEST FOR PROVISIONAL
REMEDIES PURSUANT TO THE
PUERTO RICO RULES OF CIVIL
PROCEDURE; DEMAND FOR TRIAL BY
JURY

**MOTION TO SUBMIT DOCUMENT IN FURTHER SUPPORT OF PLAINTIFF'S
REQUEST FOR PROVISIONAL REMEDIES**

TO THE HONORABLE COURT:

COMES NOW, Wigberto Lugo-Mender, in his capacity as the duly appointed Trustee in the liquidation of **Euro Pacific International Bank, Inc.** (hereinafter "EPIB"), by and through its undersigned counsel, very respectfully STATES and PRAYS:

Motion to Submit...

Case No. **25-cv-1501(PAD/GLS)**

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1. As part of Exhibit 1 to Docket No. 14 there is a document titled *Notice of Termination from Qenta, Inc.* dated July 11, 2025. This document is already part of the record in this matter and is central to the issues now before the Court on Plaintiff's request for provisional remedies.

2. In anticipation of today's oral argument and to facilitate the Court's and all parties' ready access to this critical exhibit, Plaintiff respectfully requests leave to resubmit the referenced document as a stand-alone submission, enclosed herein as **Exhibit 1**.

3. The referenced document is essential to understanding both the context of the dispute and the urgent need for the provisional remedies requested by Plaintiff.

WHEREFORE, Plaintiff respectfully requests that the Court take notice of the attached document, and grant such other and further relief as may be just and proper.

WE HEREBY CERTIFY: that on this date, we electronically filed the foregoing motion with the Clerk of the Court using the CM/ECF system that will send notification of such filing to all attorneys of record registered in the use of the CM/ECF system.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 8th day of October 2025

EDGE Legal, LLC
252 Ponce de León Ave.
Citibank Tower, Suite 1200
San Juan, Puerto Rico 00918
Tel. (787) 522-2000
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S/Eyck O. Lugo

Motion to Submit...

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EYCK O. LUGO, ESQ.

USDN 216708

E-mail: elugo@edgelegal.com

July 11, 2025

Wigberto Lugo Mender, Esq. CPA

Trustee in the Liquidation of
Euro Pacific Intl. Bank, Inc.
Centro Internacional de Mercadeo
Carr. 165, Torre 1, Suite 501
Guaynabo, PR 00968

Re: Notice of Termination of Purchase and Assumption Agreement

Dear Mr. Lugo Mender:

Reference is made to the Purchase and Assumption Agreement (the “Agreement”) dated September 30, 2022 between Qenta Inc. and Responsible Gold Trading DMCC (together “Purchasers”), Euro Pacific Intl. Bank, Inc. (“EPB”), and Mr. Schiff as EPB’s sole shareholder. Capitalized terms not defined herein have the meanings ascribed thereto in the Agreement.

1. Introduction

This letter constitutes formal notice of the Purchasers’ termination of the Agreement concerning the acquisition of assets and customer relationships from EPB. After nearly three years of exhaustive efforts to reach a final closing, continued performance has become legally impossible due to:

- Irreconcilable disagreements on asset and customer splits between those who had initially opted to migrate to the Purchasers (“opt-ins”) and those who had opted to participate in the liquidation of EPB (“opt-outs”) led by you as its OCFI-appointed Receiver pursuant to the Cease-and-Desist Order dated June 30, 2022;
- Third-party interventions (correspondent banks, custodians) preventing final Closing;
- Lack of final regulatory approval to support the migration plan; and
- Frustration of the Agreement’s core purpose.

2. Grounds for Termination

2.1. Impossibility of Performance

Despite good-faith efforts since the execution of the Agreement, the following unforeseen and unresolvable issues prevent final Closing:

- Third-party complications: EPB's correspondent banks refusing or delaying the release of assets for reasons outside of the Purchasers' control.
- Asset-split deadlock: The partial transfer by the Receiver or third parties of insufficient assets vis-à-vis the opt-in customer now being considered final by the Receiver; the inability of the parties to finalize the distribution of assets and customers, and your threatened legal actions, which have frustrated communication, fallen short of EPB's obligations under the Agreement, and created an indefinite impasse in the migration, rendering contractual obligations unfulfillable.
- Regulatory Approvals. The lack of final approval by the OCFI of your final liquidation plan including all necessary aspects of the migration to Purchasers to provide certainty to them and to the customers pursuant to section 6.1(c) of the Agreement.

2.2. Frustration of Purpose

The fundamental objective of the Agreement —seamless transfer of unencumbered assets and customers to ensure continuity of services and facilitating the liquidation of EPB— has been irreversibly undermined by a fundamental misalignment between your liquidation mandate, and the Purchasers' expectation to acquire and serve customers.

Without viable options, the Purchasers have been forced to take the role of a de-facto manager of a portion of the assets without having the possibility of migrating any customers. The assets were preserved and readied for distribution upon what was thought to be an imminent receipt of customers at Qenta affiliates and the need to fulfill possible liquidity demands. Almost three years have passed. All the while Qenta has tried to help the Receiver resolve the transfer of customers and has incurred significant expense, time of personnel and reputational harm. First, in preservation of the spirit of the original transaction, the Purchasers paid a portion of the purchase price (\$500,000) and assumed control of a number of EPB's liquidated assets — including precious metals, mutual funds, and FX positions. The Purchasers hired several of EPB's former employees and committed internal resources to manage the assets, assist in consolidating customer accounts and even help respond to requests for information sent to EPB by certain tax and other regulators.

At this point the original intent of the transaction has been irreparably frustrated as there is no chance of preserving customers. So, after nearly three years of continued but unsuccessful efforts to achieve final closing of the original deal, and receiving no recognition or reimbursement for the substantial costs incurred, the Purchasers are left with no option but to terminate the Agreement and return the assets for the ultimate benefit of the customers.

2.3. Breach of Covenant of Good Faith and Fair Dealing

By failing to act reasonably and with fidelity to the agreed-upon common purpose and justified expectations of the Purchasers, the Receiver has, on behalf of EPB, effectively deprived the Purchasers of the benefits of the Agreement.

As the agent for the seller under the Agreement, the Receiver is obligated not only to fulfill its express contractual duties (i.e. delivering assets, providing disclosures) but also to act in good faith throughout the transaction process, particularly during the period between signing and closing. Contrary to this principle, the Receiver, acting for EPB, has failed to, among other things: cooperate reasonably with the Purchasers to facilitate the closing conditions, take reasonable steps to preserve the value of the assets being sold, refrain from taking actions that intentionally or negligently undermine the Purchasers' ability to realize the benefits of the acquisition and, generally, proceed with a genuine intent to close the transaction on the agreed terms.

3. Resolution

To resolve this fairly and amicably we are returning to you all assets received on or around September 30, 2022 at their receipt values as of their receipt date, with a portion to be returned within 10 business days from your countersignature hereof, and the balance 60 days thereafter, net of a reasonable termination amount to compensate for the Purchasers' time, effort, and expenses. This is subject to the execution of customary releases.

With the same goal of facilitating the termination of the transaction and the liquidation of EPB, the Purchasers are prepared to keep the EPB subsidiaries, control of which they acquired pursuant to the Agreement (i.e. Euro Pacific Securities Inc., Euro Pacific Funds SCC Ltd., Euro Pacific Cards Services Ltd. and Global Corporate Staffing Ltd.), but the Purchasers will not be settling the unpaid portion of the purchase price since the condition for its payment (i.e. final Closing) has not occurred.

Attached is a document summarizing the liquidated assets, their value and the net amounts being returned.

4. Conclusion

We have exhausted all avenues to salvage the Agreement. Termination is the only viable path forward, as regulatory approvals have not occurred, performance is legally impossible, the purpose has been frustrated, and the Receiver –acting for EPB– has breached the implied covenant of good faith and fair dealing. We request written acknowledgment of this termination by July 21, 2025 and propose a meeting to coordinate asset returns.

We are convinced that this course of action will facilitate the liquidation of EPB and prioritize customer interests by ending this unsustainable limbo.

The grounds recited above are not meant as a complete statement of Purchasers' legal position or of their rights and remedies, all of which are hereby expressly preserved.

A handwritten signature in black ink, appearing to read 'Brent de Jong', with a stylized flourish at the end.

Brent de Jong, on behalf of
Qenta Inc. and Responsible Gold Trading DMCC

Acknowledged and agreed in the terms hereof:

Wigberto Lugo Mender, Esq. CPA,
as Trustee in the Liquidation of Euro Pacific Intl. Bank, Inc.

C.c. Eyck O. Lugo, Esq. – EDGE Legal

Appendix**Liquidated Assets**

Asset	Received/Liquidated Value (USD)¹
Silver Bullion Account ²	24,749,109
Saxo - EPS	71,608
Interactive Brokers - EPS	17,558,862
Interactive Brokers - EPIB	520,116
Sensus, GBE Trading - EPS	870,659
Sensus, GBE Wallet - EPS	30,699
Mutual Fund positions	5,872,665
Initial EPIB investment in Mutual Funds ³	385,008
Total:	50,058,725

Netted Values

Asset	Liquidated Value (USD)
Subsidiaries ⁴	(367,241)
Partial Reimbursement of Purchase Price ⁵	(500,000)
Mutual Fund positions ³	(5,872,665)
Termination Costs ⁶	(4,946,030)
Total:	(11,685,936)

Return of Funds:**\$38,372,789.00**

¹ Values as of September 30, 2022 or as of date noted.

² Considers partial sales and wires to bank account under control of the Receiver for the purpose of settling storage fees.

³ Represents the balance of EPIB's seed investment in the mutual funds, but is not the value of the mutual fund portfolios (shown in the preceding line). Given the acquisition and preservation of the corresponding entity (Euro Pacific Funds SCC Ltd.), the relevant customers and portfolios will remain with Purchasers and will be satisfied, thus appearing in the netted values section.

⁴ Reflects negative book value of the subsidiaries that Purchasers propose to keep to facilitate EPB's liquidation, considering that Purchasers will incur additional costs to manage their wind-up.

⁵ Represents the initial payment for entering into the Agreement that was never completed.

⁶ On account of the extraordinary costs incurred due to the protracted nature of the transaction.