

2. The Debtors' revenue is almost exclusively dependent on dividends paid by the Bank, and they own no property other than shares of the Bank, approximately \$13 million of unencumbered cash, and their interests in their respective subsidiaries. The Debtors have no operations or trade obligations, but have the following financial debt:

- Substantial secured obligations to Itaú and other South American banks, described below.
- \$500 million in face amount of New York law 6.750% notes due 2023 (the "**Notes**," and the holders thereof, the "**Noteholders**"), which were issued in 2013 and remain outstanding as of the Petition Date.

3. Over the past several years, the financial performance of the Bank has deteriorated dramatically. In turn, the share price of Itaú Corpbanca has decreased and the Debtors have received far smaller dividends than expected when CGB issued the Notes and incurred obligations to Itaú. Based on the current condition of the Bank, the Debtors are unable to repay their obligations in full.

4. Beginning in the third quarter of 2020, the Debtors and their subsidiaries (collectively, "**Corp Group Financial**") urged their two primary creditor constituencies—Itaú and an ad hoc group of Noteholders (the "**Ad Hoc Group**")—to engage in discussions aimed at achieving a consensual restructuring or orderly liquidation of Corp Group Financial. While Itaú has participated in difficult negotiations with Corp Group Financial for several months, the Ad Hoc Group has been unwilling to negotiate on the basis of Corp Group Financial's proposals. Over the past several weeks, Corp Group Financial has had productive discussions with Itaú on the terms of a transaction to be implemented through Chapter 11 proceedings. In recent days, rumors of a potential transaction have begun to leak into the Chilean press.

5. In January 2021, certain Noteholders in the Ad Hoc Group commenced proceedings in Santiago, Chile (the "**Chilean Action**") by filing a pre-judicial discovery motion requesting

certain information from CGB and certain of its affiliates.² On June 15, 2021, the Ad Hoc Group filed a complaint in the Chilean Action seeking to avoid numerous transactions made by CGB over the past seven years, and on June 23, 2021, the Ad Hoc Group filed a request for an emergency injunction appointing an administrator over CGB and freezing its assets (including assets that are pledged to Itaú and other secured creditors). The Debtors believe—and will ultimately demonstrate—that the claims asserted by the Ad Hoc Group are without merit. Unfortunately, the Ad Hoc Group’s attempts to collect on their unsecured claims³ have forced the Debtors to expedite the filing of these Chapter 11 cases (the “*Chapter 11 Cases*”) to protect the value of the Debtors’ estates and to ensure that all of their creditors are treated fairly, in accordance with their respective priority under applicable law.

6. Because the Debtors are not operating companies, they do not require any immediate first day relief; however, in the coming days, they will file customary motions seeking limited first and second day relief (such as authority to continue using existing bank accounts and professional retentions). The Debtors expect that certain other Corp Group Financial subsidiaries will file additional chapter 11 cases, which the Debtors intend to ask to be jointly-administered with these Chapter 11 Cases. A simplified corporate structure of the Debtors and their subsidiaries is attached as Exhibit A.

² The request was granted, but CGB filed an opposing motion that remains undecided to date.

³ The Debtors believe that, in filing the Chilean Action, the Ad Hoc Group may have breached Section 7.06 (the “no-action” clause) of the notes indenture, which requires that the indenture trustee decline to bring a suit before individual noteholders may commence an action with respect to the Indenture or the Notes. *See, e.g., Quadrant Structured Prods. Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1173-4 (N.Y. 2014) (discussing application of no-action clauses under New York law).

II. The Debtors' History and Assets

7. The Debtors are controlled by Corp Group, a private Chilean conglomerate. As discussed above, the Debtors have no operations, and their primary asset is their interest in Itaú Corpbanca. Itaú Corpbanca, the fifth largest private bank in Chile, is the result of several merger and acquisition transactions which can be traced back to the creation of Banco de Concepción in 1871. In 1995, Banco de Concepción was acquired by INFISA (a predecessor to Corp Group) and was rebranded in 1997 to the name "Corpbanca." In 2011, Corpbanca formed Banco Corpbanca Colombia S.A. after acquiring Banco Santander Colombia. At this time, Corpbanca was a public company in which CGB held a controlling stake.

8. In January 2014, CGB (and its Corp Group affiliates) agreed to convey a controlling interest in Corpbanca and Banco Corpbanca Colombia S.A. to Itaú. The merger of Corpbanca with Banco Itaú Chile was agreed in January 2014 and closed in April 2016, after a lengthy process to receive regulatory approvals. In connection with the merger, Corpbanca was renamed "Itaú Corpbanca," Banco Corpbanca Colombia was renamed "Itaú Corpbanca Colombia S.A.," and each came under Itaú's control.

9. Itaú Corpbanca remains a publicly traded company ("*sociedad anónima abierta*"), organized under the laws of Chile. 39.22% of Itaú Corpbanca is owned by Itaú, approximately 26.2% is owned by CGB, approximately 0.9% is owned by affiliates of the Debtors, and the remainder is publicly held. CGB is directly owned by Corpgroup Interhold SpA ("*Interhold*"),⁴ and CGFC 2 is wholly-owned by CGB.

⁴ One share of CGB is owned by an affiliate of Interhold, Corp Group Financial Chile B.V. Sucursal en Chile.

II. The Debtors' Capital Structure

10. The Debtors' assets are composed of the following:

- 26.2% minority ownership stake in Itaú Corpbanca;
- 10.3% minority ownership stake, held directly and indirectly, in Itaú Corpbanca Colombia;
- Approximately \$13 million in unencumbered cash; and
- Direct and indirect equity interests in the rest of Corp Group Financial.

11. A portion of the Debtors' Itaú Corpbanca shares—comprising approximately 6.7% of Itaú Corpbanca—are unencumbered. The remainder are pledged to Itaú and other South American banks.

12. As of the Petition Date, the Debtors' capital structure consists of the following debt obligations of CGB. The Debtors have no trade debt.

| Indebtedness | Approximate Outstanding Amount |
|---------------------------|--------------------------------|
| CGB Unsecured Notes | \$543 million |
| Itaú Chile Obligations | \$843 million |
| Itaú Colombia Obligations | \$417 million ⁵ |
| Other Secured Obligations | \$46 million |

Unsecured Notes

13. In 2013, CGB issued \$500,000,000 of 6.750% Notes due 2023 under the Indenture dated as of February 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"). The Notes are unsecured. CGB is the sole obligor under the Notes and

⁵ As discussed below, only part of the Itaú Colombia Obligations are obligations of the Debtors.

has been in default on its obligations under the Notes since September 2020. The Notes have a scheduled maturity date of March 15th, 2023. As of June 24, 2021, there was approximately \$543,031,250 of outstanding Notes, including accrued and unpaid interest.

Itaú Chile Obligations

14. On January 29, 2014, Interhold, as borrower, entered into the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Itaú Chile Credit Agreement*”) with Itaú, as lender, the guarantors party thereto and Banco Itaú Chile, as administrative agent. CGB and its affiliate, Compañía Inmobiliaria y de Inversiones Saga Limitada SpA (“*Saga*”), have each guaranteed the repayment in full of the loans under the Itaú Chile Credit Agreement (the “*Itaú Chile Loans*”), and CGB has pledged 84,693,464,489 shares of Itaú Corpbanca—approximately 16.5% of Itaú Corpbanca—to Itaú to secure its guarantee. The proceeds of the Itaú Chile Loans generally were used to refinance existing loans secured by shares of Itaú Corpbanca pledged by CGB. The Itaú Chile Loans have a scheduled maturity date of April 9, 2021. As of June 24, 2021, there was approximately \$842,841,810 outstanding under the Itaú Chile Credit Agreement, including accrued and unpaid interest.

Itaú Colombia Obligations

15. On October 28, 2013, Interhold, as borrower, entered into the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Itaú Colombia Credit Agreement*”) with Itaú, as lender, the guarantors party thereto and Banco Itaú Chile, as administrative agent. CGB has pledged its direct interest in Itaú Corpbanca Colombia to secure obligations under the Itaú Colombia Credit Agreement. Subsidiaries of CGFC 2, through which the Debtors indirectly hold the bulk of their interest in Itaú Corpbanca Colombia, are guarantors of the full amount of the Itaú Colombia Credit Agreement and have pledged their interests in Itaú

Corpbanca Colombia to secure their obligations thereunder. The loans under the Itaú Colombia Credit Agreement (the “*Itaú Colombia Loans*” and together with the Itaú Chile Loans, the “*Itaú Loans*”) have a scheduled maturity date of January 31, 2022.⁶

Other Secured Obligations

20. CGB has pledged shares of Itaú Corpbanca with a value of approximately \$46 million to local Chilean banks and private creditors, including Banco Estado de Chile, Banco BTG Pactual Chile, Banco Security, Banco de Crédito e Inversiones and Deutsche Bank Trust Company Americas, to secure indebtedness of Interhold and other non-Debtor Corp Group affiliates (the “*Other Secured Obligations*”). These pledges are so-called “non-recourse” pledges, with no accompanying direct obligation or guarantee. CGB expects to satisfy these claims in full by returning the collateral to the applicable secured party, or by providing alternative treatment with the secured party’s consent.

Intercompany Obligations

21. CGB owes an approximately \$72 million net intercompany payable to its non-Debtor parent, Interhold, and an approximately \$10 million intercompany payable to its subsidiary Saga.⁷

III. Appointment of Independent Director and Continuing Negotiations

36. On April 29, 2021, CGB appointed Roberto Guerrero Del Río to serve as an independent director. Mr. Guerrero is the founding partner of Guerrero Olivos, a prominent law firm in Chile. Before that, he was general counsel of the Central Bank of Chile between

⁶ As of June 24, 2021, there was approximately \$416,961,182 outstanding under the Itaú Colombia Credit Agreement, including accrued and unpaid interest; however CGB’s obligations under the Itaú Colombia Credit Agreement are limited to a portion of the full amount.

⁷ CGFC 2 owes a *de minimis* (less than \$50,000) net intercompany payable to Interhold.

1975-1979; advisor to the Monetary Council and the Ministers of Finance and Economy of Chile between 1975-1979; General Coordinator of the restructuring of the Chilean foreign debt between 1977-1979; and the Deputy Executive Secretary of the Foreign Investment Committee of Chile between 1975-1979. He has been a member of the Chilean Bar Association since 1965 and is a listed arbitrator at the Arbitration and Mediation Center of Santiago. Mr. Guerrero has approved the filing of CGB's Chapter 11 Case.

37. The Debtors intend to continue to pursue a consensual transaction during the Chapter 11 Cases. While the Ad Hoc Group's decision to pursue litigation over negotiation is unfortunate, the Debtors are hopeful that the breathing room created by the automatic stay and exclusivity will encourage all of their stakeholders to engage in negotiating a fair, orderly and fully-consensual wind down of Corp Group Financial.

Dated: June 25, 2021
Wilmington, Delaware

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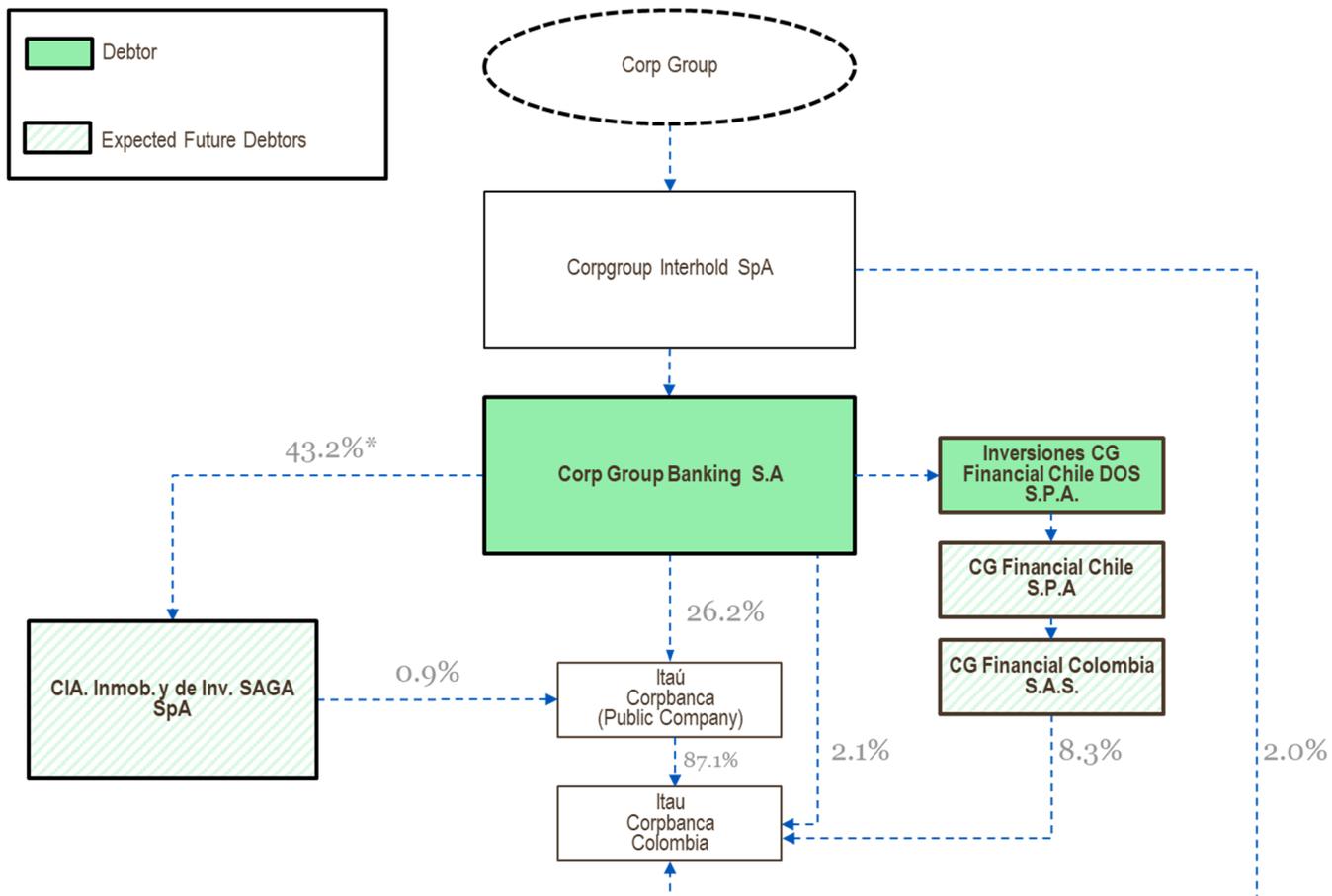
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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A Simplified Corporate Chart



* Remaining 56.8% of SAGA owned by a Corp Group affiliate, Inversiones Gasa Ltda.