

BEFORE
THE INTERNATIONAL CENTRE FOR THE SETTLEMENT OF INVESTMENT DISPUTES
ADDITIONAL FACILITY

BETWEEN:

GR MINING (BARBADOS) INC.,

Claimant

AND

THE BOLIVARIAN REPUBLIC OF VENEZUELA,

Respondent

REQUEST FOR ARBITRATION

MARCH 5, 2025

NORTON ROSE FULBRIGHT US LLP

COUNSEL FOR CLAIMANT

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1. GR Mining (Barbados) Inc. (“GR Mining,” “Gold Reserve,” or “Claimant”) serves this Request for Arbitration (the “Request”) against the Bolivarian Republic of Venezuela (“Venezuela” or “Respondent”) in accordance with Article 8 of the Agreement between the Government of Barbados and the Government of the Republic of Venezuela for the Promotion and Protection of Investments, dated July 15, 1994, and entered into force on October 31, 1995 (the “Barbados BIT”),¹ and Article 2(1), Arbitration Rules 2-4 of the 2022 ICSID Additional Facility Rules and Regulations (the “2022 ICSID Additional Facility Rules”).²

I. INTRODUCTION

2. This dispute arises from Venezuela’s arbitrary and politically motivated measures that deprived Gold Reserve of its rights to, and materially damaged its investment in, a multi-billion-dollar mining project located in Venezuela.
3. Venezuela owns the majority interest, and Gold Reserve the minority interest, in the “Siembra Minera” gold, copper, and other minerals mining project through a Venezuelan joint venture vehicle called a “mixed company.” Gold Reserve had agreed to invest and in fact invested in the mining project based on Venezuela’s promises of a 20-plus year partnership between Venezuela and Gold Reserve to develop and operate the project. Venezuela nevertheless abandoned those promises. After years of insincere pledges, Venezuela abruptly revoked the mixed company’s mining rights in the project, effectively expropriating Gold Reserve’s investment and leaving Gold Reserve without legal recourse in Venezuela.
4. Venezuela had induced Gold Reserve into forming the mixed company over years of negotiations. Claimant’s parent company, Gold Reserve Inc. (“GRI”),³ had previously held an indirect interest in rights over a mining project in Venezuela, before Venezuela arbitrarily expropriated those rights for political reasons. As compensation for that

¹ A copy of the Barbados BIT is attached as Exhibit 1. It was concluded in English and Spanish, each text being equally authentic. All references to the Barbados BIT in this Request are to the English text.

² A certified extract of the Minutes of a Meeting of the Board of Directors of GR Mining (Barbados) Inc. on February 12, 2025 authorizing this Request is attached as Exhibit 2.

³ On September 30, 2024, GRI completed a continuance and re-domiciled from Alberta to Bermuda, and in connection therewith changed its name to Gold Reserve Ltd.

prior breach of Venezuela's legal obligations, a unanimous ICSID Additional Facility tribunal in 2014 ordered Venezuela to pay over \$700 million,⁴ inclusive of interest, to GRI. When Gold Reserve was in the process of enforcing that arbitration award, Venezuela requested that Gold Reserve engage in settlement discussions.

5. In a show of good faith, Gold Reserve agreed to negotiate. During these negotiations, the government expressed interest in promoting gold mining in Venezuela, starting with the development of a new mega-project, "Siembra Minera." The Siembra Minera mining project was in fact the combination of two former mining area projects: (i) the Brisas mining area project, the investment in which Venezuela had previously expropriated from Gold Reserve; and (ii) the adjacent Cristinas mining area project, the investment in which Venezuela had expropriated from a different Canadian investor, Crystallex International Corporation ("Crystallex") (for which Venezuela was also condemned to pay in excess of \$1.2 billion). That combined Siembra Minera mining area contained potentially the largest deposit of gold and other minerals in the country and represented one of the largest undeveloped mining projects in the world.
6. Venezuela needed Gold Reserve to partner with it to develop the Siembra Minera mining project. Not only was Gold Reserve in possession of detailed geotechnical mining data about the project area, which Gold Reserve had collected at great expense, but Gold Reserve also had substantial mining experience and expertise. Venezuela would not have been able to develop a project as large and complex as the Siembra Minera mining project without Gold Reserve as a partner.
7. Gold Reserve's main concern in the negotiations was that Venezuela satisfy the debt it owed under the 2014 arbitration award. Venezuela, by contrast, convinced Gold Reserve that payment of Venezuela's debt was a certainty that simply required flexibility in timing. Venezuela's primary interest appeared to be the strategic development of the country's gold ore—and partnership with Gold Reserve to develop the Siembra Minera mining project was therefore of paramount importance to Venezuela.

⁴ All figures are stated in USD unless otherwise noted.

8. Gold Reserve thus agreed to again invest in Venezuela. Gold Reserve entered into the Siembra Minera mining project with Venezuela through the formation of a mixed company of which the government would own 55% and Gold Reserve 45%. For its part, Venezuela agreed to fund the first year of capital costs of the mixed company, pass a series of decrees and regulations that would apply to the project, including regulations that would provide favorable tax treatment, and purchase the mining data from Gold Reserve for the use of the mixed company. In exchange, Gold Reserve agreed to operate the project, including through an engineering, procurement, construction, and management contract, and to accept Venezuela's full payment of the 2014 arbitration award in installments. The terms of the parties' agreement were reflected in a July 17, 2016 Settlement Agreement (described in further detail below).
9. Venezuela's President Nicolás Maduro himself publicly announced the Siembra Minera project with much fanfare. During an official ceremony dedicated to the development of the mining sector in Venezuela in February 2016, President Maduro celebrated the venture with Gold Reserve, describing it as "the resolution of a conflict that has had a happy ending."⁵ It was reported that Venezuela would acquire at least 2 billion dollars to finance the Siembra Minera project, which would spark the development of the mining sector in Venezuela and enrich the country. And, the Minister of Petroleum and Mines declared that Venezuela would acquire \$5 billion for the Siembra Minera venture, which would be divided into \$1 billion to settle its debts to Gold Reserve for the previous arbitration, \$2 billion to finance the mining project, and \$2 billion for the country.⁶
10. For years after the parties entered into the agreement, Venezuela failed to fulfill its obligations yet continued to persuade Gold Reserve that it would fulfill its obligations if given more time. In the meantime, Gold Reserve advanced the project at its own expense. Although the project was already somewhat progressed, as it comprised two former mining projects that had been developed prior to Venezuela's expropriation,

⁵ Exhibit 4, *Venezuela signs investment agreement with Gold Reserve mining company*, Portal Minero, February 29, 2016, <https://www.portalminero.com/pages/viewpage.action?pageId=107220324> (last accessed March 4, 2025).

⁶ *Id.*

there was still much work to be done. Gold Reserve bore the costs of commissioning studies, applying for permits, and developing social programs in the mining area.

11. By 2021, Venezuela shifted from stall tactics to active sabotage. Factions within the government headed by President Maduro were negotiating with rival investors from France, the United Kingdom, and Turkey with the goal of usurping Gold Reserve's interest in the project. The Ministry of the People's Power of Ecological Mining ("Ministry of Mining" or "Ministry"), the government entity that majority owned and controlled the mixed company, commenced an "administrative investigation" into the mixed company's supposed lack of progress on the project. In fact, the Ministry's failure to fulfill its own contractual obligations was the cause of any lack of progress. The Ministry nonetheless used the alleged lack of progress as an excuse to revoke the mixed company's mining rights.
12. Gold Reserve appealed to the Venezuelan courts to annul the Ministry's revocation of the mining rights. Thereafter, the government unlawfully imprisoned Gold Reserve's chief legal and commercial representative in Venezuela thereby intimidating any potential advocates from representing Gold Reserve in the Venezuelan courts. As a result, the Supreme Court of Venezuela dismissed Gold Reserve's appeal for "lack of representation."
13. Venezuela's behavior surrounding the revocation of the mining rights and destruction of Gold Reserve's investment in the Siembra Minera mining project was arbitrary and discriminatory. Whether Venezuela intentionally misled Gold Reserve into investing in the project in an attempt to evade paying the full amount owed under the 2014 arbitration award, or whether competing political interests within the Venezuelan government resulted in the government's interference with the project, the result of Venezuela's conduct remains the same: Venezuela breached the provisions of the Barbados BIT that require Venezuela to afford fair and equitable treatment, full protection and security, and treatment no less favorable than that afforded to other foreign investors and to its own nationals and companies, as well as the provisions that prohibit expropriation except in limited circumstances and that include the requirement of prompt, adequate and effective compensation. These treaty breaches caused substantial loss and damage to Gold Reserve.

14. In accordance with well-settled principles of international law, Gold Reserve seeks full reparation for the loss and damage resulting from Venezuela's breaches of the Barbados BIT, as well as Venezuela's breaches of its obligations under international law. Gold Reserve would accept such reparation in the form of monetary compensation sufficient to remediate the consequences of Venezuela's wrongful and unlawful acts.

II. PARTIES TO THE ARBITRATION

15. Claimant is a Barbadian company and a wholly owned subsidiary of GRI. Claimant's registered agent's address is Chancery Corporate Services Limited, Chancery House, High Street, Bridgetown, BB 11128. Gold Reserve historically has been dedicated to the acquisition, exploration and development of mining projects, mainly in Venezuela.
16. Claimant is represented by Norton Rose Fulbright US LLP in this proceeding.⁷ Correspondence for this arbitration should be addressed as follows:

Matthew H. Kirtland
Courtney Hikawa
NORTON ROSE FULBRIGHT US LLP
799 9th Street NW, Suite 1000
Washington, District of Columbia 20001
United States of America
Tel: +1 202 662 4659
matthew.kirtland@nortonrosefulbright.com
courtney.hikawa@nortonrosefulbright.com

Kevin O'Gorman
Denton Nichols
Timothy Tyler
Taylor J. LeMay
NORTON ROSE FULBRIGHT US LLP
1550 Lamar Street, Suite 2000
Houston, Texas 77010
United States of America
Tel: +1 713 651 5151
kevin.ogorman@nortonrosefulbright.com
denton.nichols@nortonrosefulbright.com
timothy.tyler@nortonrosefulbright.com
taylor.lemay@nortonrosefulbright.com

⁷ The corporate resolution authorizing counsel is included in Exhibit 2, Certified Extract of the Minutes of a Meeting of the Board of Directors of GR Mining (Barbados) Inc.

Katherine G. Connolly
NORTON ROSE FULBRIGHT US LLP
1 Embarcadero Center, Suite 1050
San Francisco, California 94111
United States of America
Tel: +1 628 231 6816
katie.connolly@nortonrosefulbright.com

17. Pending other notification from Venezuela, correspondence to Respondent may be addressed as follows:

The Honorable Nicolás Maduro
President of the Bolivarian Republic of Venezuela
Palacio de Miraflores
Final Avenida Urdaneta, Esquina de Bolero
Caracas 1010, Venezuela
correo@presidencia.gob.ve
gestionperfecta@presidencia.gob.ve
dggcomunicacional@presidencia.gob.ve
drsociales@presidencia.gob.ve

The Honorable Yván Gil Pinto
Minister of the People's Power for Foreign Affairs
Dirección del Servicio Consular Extranjero
Oficina de Relaciones Consulares
Edificio Anexo a la Torre MRE, piso 1
Avenida Urdaneta – Esquina Carmelitas a Puente Llaguno
Caracas 1010, Venezuela
Relaciones.consulares@mppre.gob.ve

III. BACKGROUND TO THE DISPUTE

A. Gold Reserve and Venezuela Created a Mixed Company to Develop the Siembra Minera Mining Project

18. In 2016, through a joint venture with Venezuela, Gold Reserve commenced a project to mine one of the world's largest reserves of gold, copper, silver, and other minerals, located in the southeast of Venezuela. The project, which the government named the "Siembra Minera" mining project, falls within a zone of rich material deposits that spans the country and which President Maduro designated the "Orinoco Mining Arc" as part of a national economic and social development plan to promote gold mining.⁸

⁸ Exhibit 5, Decree No. 2.248, Official Gazette of Venezuela, No. 40.855, February 24, 2016 (excerpt, with unofficial English machine translation).

19. The Siembra Minera mining project is immense. The surface area covers approximately 18,950 hectares. At the outset, the project was projected to yield 32,302,000 ounces of gold and 2,933 million pounds of copper over an estimated 27-year life of the mine. In 2016, with the average closing prices of gold at \$1,251.92 per ounce and copper at \$2.2010 per pound, the gross value of those minerals was valued at approximately \$47 billion.
20. Venezuela combined two adjacent mining plots known as Brisas and Cristinas to form the area designated for the Siembra Minera mining project. The government had formerly granted the mining rights over the Brisas area to Gold Reserve and the mining rights over the Cristinas area to Crystallex. However, in and around 2008, Venezuela effectively expropriated the rights over both mining areas.
21. GRI initiated an ICSID Additional Facility arbitration against Venezuela for its unlawful measures with respect to its investments in relation to the Brisas mining area. In a final award dated September 22, 2014 (the “2014 Award”), the tribunal unanimously concluded that Venezuela had violated its obligations to GRI under the Agreement Between the Government of Canada and the Government of the Republic of Venezuela for the Promotion and Protection of Investments dated the July 1, 1996 (the “Canada BIT”). The tribunal found that Venezuela violated Article II(2) of the Canada BIT by failing to accord fair and equitable treatment to GRI and its investments by arbitrarily delaying, and ultimately revoking, permits to construct and develop the Brisas project. The tribunal awarded GRI compensation of \$713,032,000 plus pre- and post-award interest and legal costs and expenses.⁹
22. Similarly, Crystallex initiated an arbitration against Venezuela with respect to the Cristinas mining area project and in 2016, was awarded \$1,202,000,000 plus pre- and post-award interest. The tribunal in that case also found that Venezuela had breached its obligations under the Canada BIT; specifically, that Venezuela had violated the

⁹ Exhibit 6, *Gold Reserve Inc. v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB(AF)/09/1, Award, September 22, 2014, ¶ 863.

obligations of fair and equitable treatment and due process and compensation with respect to expropriation.¹⁰

23. Venezuela has routinely mistreated foreign investors and their investments, as a series of international arbitration awards has confirmed. Between 2014-2019, Venezuela was found liable in at least 9 arbitrations, in addition to the GRI and Crystallex arbitrations above, for breaching its investment treaty obligations in relation to investments in numerous industries (including mining, marine transportation services, oil and gas, fertilizer production, corn and wheat production, and glass container production).¹¹ In every instance, the tribunals concluded that Venezuela had treated investors unfairly and inequitably and/or unlawfully expropriated investments.
24. Turning back to the 2014 Award, Venezuela failed to pay the sums it owed, and Gold Reserve was thus compelled to initiate recognition and enforcement proceedings against Venezuela in France, Luxembourg, the United States, and the United Kingdom.
25. While Gold Reserve was pursuing recognition and enforcement of the 2014 Award, Venezuela requested that Gold Reserve meet to discuss settlement of Venezuela's payment obligations. Gold Reserve agreed. Over months of meetings, Venezuela

¹⁰ *Crystallex International Corporation v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB(AF)/11/2, Award, April 4, 2016, ¶ 961 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw7194.pdf>).

¹¹ See, e.g., *Tidewater Investment Srl, Tidewater Caribe, C.A. v. The Bolivarian Republic of Venezuela*, ICSID Case No. ARB/10/5, Award, March 13, 2015 (available at https://www.italaw.com/sites/default/files/case-documents/italaw4206_0.pdf); *ConocoPhillips Petrozuata B.V., ConocoPhillips Hamaca B.V., ConocoPhillips Gulf of Paria B.V., and ConocoPhillips Company v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/07/30, Award, March 8, 2019 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw10402.pdf>); *OI European Group B.V. v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/11125, Award, March 10, 2015 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw7100.pdf>); *Rusoro Mining Limited v. The Bolivarian Republic of Venezuela*, ICSID Case No. ARB(AF)/12/5, Award, August 22, 2016 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw7507.pdf>); *Koch Minerals Sárl, Koch Nitrogen International Sárl v. The Bolivarian Republic of Venezuela*, ICSID Case No. ARB/11/19, Award, October 30, 2017 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw9397.pdf>); *Saint-Gobain Performance Plastics Europe v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/12/13, Award, November 30, 2017 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw10244.pdf>); *Valores Mundiales, S.L. and Consorcio Andino S.L. v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/13/11, Award, July 25, 2017 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw10247.pdf>); *Tenaris S.A. and Talta - Trading e Marketing Sociedade Unipessoal Lda. v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/11/26, Award, January 29, 2016 (available at <https://www.italaw.com/sites/default/files/case-documents/italaw7098.pdf>); *Tenaris S.A. and Talta - Trading e Marketing Sociedade Unipessoal Lda. v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB/12/23, Award (November 12, 2016) (available at https://www.italaw.com/sites/default/files/case-documents/italaw8137_0.pdf).

expressed its intention to not just agree to a payment schedule under the 2014 Award, but also to develop and mine its mineral resources—specifically, those of its crown jewel, the Siembra Minera mining project. But, Venezuela did not have the experience or capabilities to develop and mine these resources on its own—it needed an international mining partner.

26. According to Venezuela, Gold Reserve, which had the experience and expertise to develop and operate such a large project, and which had collected essential mining data on the Siembra Minera project area, was the ideal match. Gold Reserve was wary of partnering with Venezuela. It was wary not only because Venezuela had previously flouted its treaty obligations with respect to the Brisas mining area project and to many other foreign investors, but also because the Siembra Minera mining project was bound to encounter challenges in its development. Gold Reserve knew from experience on the Brisas mining area project, and on other mines, that mining projects require prolonged coordination with host governments and local communities, in addition to the fiscal and technical challenges they entail. Over the course of many more months of negotiations, Venezuela assuaged Gold Reserve’s concerns with reassuring promises. Venezuela promised to support the development and operation of the mining project, including by funding the start-up costs and passing decrees and regulations to facilitate the economics of the Siembra Minera mining project.
27. On July 17, 2016, Gold Reserve and Venezuela, represented by the Attorney General and the Ministry of Mining entered into a contract to memorialize the outcome of the parties’ negotiations over the previous two years (the “2016 Agreement”).¹² The terms of the 2016 Agreement included the following:
 - a. Venezuela and Gold Reserve agreed to create a mixed company, which would be beneficially owned 55% by a Venezuelan state-owned company and 45% by Gold Reserve, to develop and operate the Siembra Minera Mining Project;¹³

¹² Exhibit 7, [CONFIDENTIAL] Settlement Agreement by and between Gold Reserve and the Bolivarian Republic of Venezuela, July 17, 2016 (“2016 Agreement”).

¹³ *Id.* § 2.4(a).

- b. Venezuela agreed to issue several decrees and resolutions to facilitate the formation and operation of the mixed company, including:¹⁴
- i. a resolution dictating the terms and conditions governing the mixed company in accordance with article 16 of the Organic Law that Reserves to the State the Activities of Exploration and Production of Gold and other Strategic Minerals (the “Organic Gold Law”);¹⁵
 - ii. a decree authorizing the creation of the mixed company (the “Creation Decree”);¹⁶
 - iii. a decree transferring to the mixed company the mining rights for the Siembra Minera Mining Project reserved to the government under the Organic Gold Law (the “Transfer Decree”);¹⁷
 - iv. a resolution delimiting certain geographic areas in the Sifontes Municipality, State of Bolivar, Venezuela, in which the mixed company will develop the Project (the “Delimited Area Resolution”);¹⁸
 - v. a decree authorizing the mixed company to export offshore concentrate containing gold and copper, and doré containing gold and silver and other strategic minerals, extracted in the Delimited Areas, and to further sell and deliver gold, copper, silver and other strategic minerals to entities other than the Central Bank of Venezuela during the life of the Mining Project;¹⁹
 - vi. a decree designating copper and silver, in addition to gold, as strategic minerals of the Mining Project;²⁰ and,
- c. a decree dictating the special tax regime applicable to mining mixed companies.²¹
- d. The estimated capital costs of the Siembra Minera Mining Project were \$2.14 billion for the first five years, including circa \$110 million for Year 1. Venezuela agreed to advance the circa \$110 million to the mixed company to

¹⁴ *Id.* § 2.3.

¹⁵ *Id.* § 2.3(a), (b).

¹⁶ *Id.* § 2.3(c).

¹⁷ *Id.* § 2.3(d).

¹⁸ *Id.* § 2.3(e).

¹⁹ Exhibit 7, 2016 Agreement, § 2.3(d).

²⁰ *Id.* § 2.3(b).

²¹ *Id.* § 2.3(a).

cover the Year 1 costs, including costs to facilitate early startup of the pre-operation and construction activities;²²

- e. Gold Reserve, the minority shareholder, among other things, agreed to operate the mixed company and the Siembra Minera Mining Project;²³
 - f. Venezuela agreed to pay to Gold Reserve the amount it owed under the 2014 Award in full plus interest through December 31, 2016 (totaling \$769,681,823) in two installments, with payment to be completed by December 31, 2016;²⁴ and
 - g. Venezuela agreed to purchase the mining data of the Brisas and Cristinas concessions (the “Mining Data”) from Gold Reserve for \$240 million, paid in five installments to be completed by October 31, 2017, and to grant to the mixed company an exclusive license to use the Mining Data.²⁵
28. However, Venezuela fulfilled only some of these obligations. On August 4, 2016, the Ministry of Mining and Gold Reserve entered into a contract for the constitution and administration of the mixed company that would come to be officially named “Siembra Minera.”²⁶ Pursuant to the 2016 Agreement, Venezuela subsequently issued the Creation Decree (No. 2.465) on September 29, 2016, and published it the next day in the Official Gazette No. 41.000, by which the government (i) authorized the creation of a mixed company for the purpose of the development and exploitation of mines and deposits of gold and other strategic minerals in the Siembra Minera Mining Project area, (ii) named state-owned company Venezuelan Mining Corporation (“CVM”)²⁷ as the owner of its shares in the mixed company, and (iii) named the mixed company “Siembra Minera.”²⁸

²² *Id.* § 2.3(f).

²³ *Id.* § 2.4(c).

²⁴ *Id.* § 2.2(a).

²⁵ *Id.* § 2.2(b), (c).

²⁶ Exhibit 11, Contract for the Constitution and Administration of the Brisas/Cristinas Mixed Company S.A., August 4, 2016 (with unofficial English machine translation).

²⁷ For the name in Spanish, *Corporación Venezolana de Minería*.

²⁸ Exhibit 12, Decree No. 2.465, Official Gazette of Venezuela, No. 41.000, September 29, 2016 (excerpt, with unofficial English machine translation).

29. On October 4, 2016, Siembra Minera was duly incorporated before the Register Office in Puerto Ordaz, Bolivar, and notice of its incorporation was published in the Official Gazette of Venezuela N° 41.002 the same day.²⁹
30. On October 31, 2016, the Ministry of Mining issued the Delimited Area Resolution, Resolution 000030, delimiting the area (approximately 18,950 hectares) of the Siembra Minera Mining Project, which included the areas of the prior Brisas and Cristinas concessions. The Delimited Area Resolution was published in the Official Gazette N° 41.022 on November 2, 2016.³⁰
31. On March 27, 2017, Venezuela issued and published the Transfer Decree (No. 2.788) in Official Gazette No. 41.122. The Transfer Decree assigned the rights over the mining of mine gold, copper, silver, and other strategic minerals in the Siembra Minera Mining Project to Siembra Minera for a period of 20 years, with the possibility of renewal.³¹
32. Although Venezuela did form the mixed company, Siembra Minera, and did transfer to it the mining rights over the Siembra Minera Mining Project, Venezuela failed to satisfy a number of its other contractual obligations it agreed to in the 2016 Agreement.
33. Venezuela failed to comply with its payment obligations under the 2016 Agreement. This failure started with the obligation to make its first payment of \$600 million toward the 2014 Award on October 31, 2016. In a good faith effort to bring Venezuela back into compliance, Gold Reserve agreed to amend the 2016 Agreement to lower the first installment payment amount, increase the number of installment payments, decrease the number of Mining Data installment payments, and untie the respective ownership interests in the mixed company from Venezuela's payment obligations.³² Under the

²⁹ Exhibit 13, Official Gazette of Venezuela, No. 41.002, October 4, 2016 (excerpt, with unofficial English machine translation).

³⁰ Exhibit 14, Resolution No. 000030, Official Gazette of Venezuela, No. 41.022, November 2, 2016 (excerpt, with unofficial English machine translation).

³¹ Exhibit 15, Decree No. 2.788, Official Gazette of Venezuela, No. 41.122, March 27, 2017 (excerpt, with unofficial English machine translation).

³² Exhibit 8, [CONFIDENTIAL] Addendum to the Settlement Agreement by and between Gold Reserve and the Bolivarian Republic of Venezuela, October 31, 2016, §§ 1.3, 1.6.

revised terms, Venezuela renewed its agreement to make its first payment, but with a delay from October 31, 2016, to November 30, 2016.

34. As the new deadline approached, however, Venezuela claimed it was not prepared to fulfill its financial obligations. On November 30, 2016, Gold Reserve again offered forbearance to Venezuela and agreed to amend the 2016 Agreement. This second amendment once again extended Venezuela's payment schedule, and granted Venezuela additional time to issue and publish certain decrees related to the mixed company's ability to receive payments in foreign currencies and to keep overseas bank accounts.³³
35. Venezuela failed yet again to fulfill its amended obligations. In good faith and in the interest of the Siembra Minera Mining Project joint venture, Gold Reserve agreed to negotiate a third and final amendment to the 2016 Agreement, which the parties signed on June 8, 2017. In this amendment, the parties agreed, *inter alia*, (i) to incorporate additional post-award interest in the amount due to satisfy payment of the 2014 Award, for a total amount of \$791,822,786; (ii) to further extend the due dates for Venezuela's payments of the 2014 Award and the Mining Data purchase price; (iii) to further extend the deadlines for the publishing of certain decrees related to the Mixed Company's ability to keep foreign currency in overseas accounts;³⁴ and (iv) that Venezuela would guarantee the payment of its obligations to Gold Reserve by depositing a U.S. bond with a face value of \$350 million in an escrow account for Gold Reserve's benefit.³⁵
36. Following the third amendment to the 2016 Agreement, Venezuela made its first payment of \$40 million on June 15, 2017, and then several monthly payments of \$29.5 million, before it again ceased compliance. In total, Venezuela paid Gold Reserve only circa \$254 million toward its obligations of over \$1 billion under the 2016 Agreement.

³³ Exhibit 9, [CONFIDENTIAL] Second Addendum to the Settlement Agreement by and between Gold Reserve and the Bolivarian Republic of Venezuela, November 30, 2016, § 1.

³⁴ Exhibit 10, [CONFIDENTIAL] Third Addendum to the Settlement Agreement by and between Gold Reserve and the Bolivarian Republic of Venezuela, June 8, 2017, § 1.

³⁵ *Id.* § 2.

37. Further, and critically, Venezuela never advanced the promised \$110 million in start-up costs to Siembra Minera, nor did it issue several decrees and resolutions it had agreed to in the 2016 Agreement, as amended, to enable the Mining Project to proceed.

B. Gold Reserve Advanced the Siembra Minera Mining Project

38. Once Siembra Minera was granted the mining rights through the Transfer Decree, Gold Reserve commenced work on the Mining Project. On behalf of Siembra Minera, Gold Reserve conducted necessary technical studies of the Project area and applied for the initial permits to occupy and develop the Project. Gold Reserve also initiated several social welfare programs in the region of the Project, including the building of schools and the funding of public health measures.
39. Between 2017 and 2019, Gold Reserve’s development activities on behalf of Siembra Minera included, but were not limited to, the following:
- a. Publishing the results of a technical report in connection with a preliminary economic assessment of the Siembra Minera Mining Project;
 - b. Completing the preliminary design and engineering on a Phase 1 plant to process oxide saprolite and a Phase 2 larger hard rock processing plant;
 - c. Completing the preliminary work for a Phase 1 and Phase 2 Tailings Dam design;
 - d. Completing and obtaining approval of a Venezuelan Environmental Impact Statement; and subsequently receiving the environmental permit to affect the area for the early works including site clearing, construction of a temporary camp and warehouse facilities, construction of access roads on the property, and the opening of the quarry for construction aggregates (the “Permit to Affect”);
 - e. Obtaining approval of the Environmental Authorization to Occupy the Land;
 - f. Collecting and transporting a surface saprolite material sample to the U.S. for future metallurgical testing;
 - g. Validating, with the assistance of Empresa Nacional Forestal (a state-owned company affiliated with the Ministry of Environment), the forest inventory for the Siembra Minera Mining Project area;
 - h. Assisting with the preparation of budgets for the mixed company according to parameters set forth by the Venezuelan budgeting agency;

- i. Obtaining the “Initiation Act” pursuant to the Permit to Affect, allowing Siembra Minera to initiate the authorized preliminary/early works on the Siembra Minera Mining Project;
 - j. Completing in March 2019 the Environmental Supervision Plan for the permitted (early or preliminary) works;
 - k. Hosting multiple significant community events, for example, related to the granting of the Permit to Affect and the granting of the Initiation Act;
 - l. Working with Mission Piar (a Small Miner Program affiliated with the Ministry of Mining) to complete an initial survey and census of small miners located in the Siembra Minera Mining Project area, which included cataloging identities, locations, infrastructure and health status;
 - m. Completing a feasibility study for a rock quarry in March 2019 as part of the opening of the quarry needed for the “early works” and during both Phases 1 and 2 of the Siembra Minera Mining Project;
 - n. Assisting small miner alliances, with the support of the Ministry of Mining, to obtain mining rights to a property north of the Siembra Minera Project—with the purpose of relocating small miners from the Siembra Minera Project area;³⁶ and
 - o. Establishing Siembra Minera’s Liaison Office in Caracas and Operating Office in Puerto Ordaz.
40. Gold Reserve also launched social welfare programs in the Mining Project region. Such programs included plans to address a malaria problem with medicines and protective measures, to rehabilitate and upgrade schools and sports areas, and to develop engineering assessments for future upgrades to the local communities’ water supply and sewage system infrastructure.
41. Gold Reserve bore all the costs of these activities. Despite being the majority shareholder of Siembra Minera, and despite having committed in the 2016 Agreement to pay circa \$110 million to Siembra Minera for these types of start-up costs, Venezuela provided no financial support to the mixed company. By 2022, Gold Reserve had invested approximately \$25 million in Project operational costs and more than \$6 million in social welfare programs in the Project region.

³⁶ See, e.g., Exhibit 16, *Mixed Company*, Gold Reserve, Inc., <https://www.goldreserveinc.com/mixed-company/> (last accessed March 3, 2025).

C. Venezuela Obstructed the Further Development of the Siembra Minera Mining Project

42. While Gold Reserve was moving the Mining Project forward at its own expense, Venezuela was continuing to ignore the majority of its obligations. Under the 2016 Agreement, as amended, Venezuela was obligated, *inter alia*,

(i) to pay circa \$110 million to Siembra Minera to cover Year I startup costs,

(ii) to pass several decrees, including those to allow the company to receive revenue in foreign currency in overseas bank accounts—which was crucial for the company to secure financing to cover its capital costs;

(iii) to deposit a \$350 million bond in an escrow account to guarantee payment of the 2014 Award; and

(iv) to complete payment of the balance of the 2014 Award so that Gold Reserve could transfer the Mining Data and grant an exclusive license for Siembra Minera to use the Data.

Venezuela did just enough to keep Gold Reserve convinced that Venezuela would eventually satisfy all of these promises. However, aside from forming Siembra Minera, assigning to it the mining rights, and making the above-referenced partial payments towards the 2014 Award and for the Mining Data, Venezuela failed to fulfill its manifold obligations under the 2016 Agreement.

43. Gold Reserve wrote multiple letters to Venezuela expressing concerns over the government's delays and failures to abide by its contractual commitments. Venezuela's failure to complete those obligations prevented Gold Reserve from fully advancing the Project. Gold Reserve nevertheless did all it could, as described above, commissioning studies, applying for permits, maintaining social programs—and investing millions of dollars at its own cost.

44. During the development of the Siembra Minera Mining Project, Venezuela's relations with other countries deteriorated as a result of Venezuela's serial violations of international law and endemic corruption. The Venezuelan presidential election in

May 2018 was criticized by many countries including the United States and Canada, resulting in both countries increasing sanctions on Venezuela. At all times, Gold Reserve consistently worked to advance the Mining Project in all feasible ways that respected and complied with applicable law.

45. Despite Gold Reserve's efforts, progress on the Siembra Minera Mining Project slowed in 2019. Although nothing, including the U.S. and Canadian sanctions, prevented Venezuela from advancing the Siembra Minera Mining Project, Venezuela continued to ignore its obligations to Gold Reserve and the mixed company. In retrospect, it is apparent Venezuela had developed its own agenda for the Mining Project that did not include Gold Reserve.
46. By 2020, Gold Reserve became aware that several officials in the Maduro government had been meeting with certain investors from France, the United Kingdom, and Turkey with a view to supplanting Gold Reserve. Venezuela and Gold Reserve had always anticipated that third-party funding would be required for the Mining Project, but Venezuela was meeting in secret with other investors in an apparent attempt to usurp Gold Reserve's rights in relation to the Mining Project.
47. On October 25, 2021, the Ministry of Mining issued Resolution No. 0027. The resolution initiated an administrative procedure purportedly to "determine the compliance or non-compliance that may exist, with respect to the obligations that the [Siembra Minera mixed company] assumed as holder of the mining rights transferred by Decree No. 2.788 of March 27, 2017."³⁷ In other words, the Ministry of Mining commenced an investigation of itself with regard to a Project over which the Ministry itself held majority control. The Ministry purported to investigate what the Ministry had in fact orchestrated, *i.e.*, the extent to which Siembra Minera had developed the Siembra Minera Mining Project. As part of that administrative procedure, the Ministry of Mining allowed itself—in the form of the mixed company—10 days from the date of Resolution No. 0027 to produce documents in Siembra Minera's defense.

³⁷ Exhibit 19, Ministry of People's Power for Ecological Mining Development, Resolution No. 0027, October 25, 2021 (with unofficial English machine translation).

48. At Gold Reserve's insistence,³⁸ Siembra Minera, through its president Mr. Victor Cano and then through its specially appointed representative, Mr. Carlos Ojeda, defended the mixed company's actions and objected to the proceedings. Siembra Minera asserted, *inter alia*, that it had advanced the Mining Project in every way that was possible without the Ministry's promised financial support and thus had complied with all of its duties as holder of the mining rights.³⁹ Nevertheless, Siembra Minera also explained in its response submission that the formation of the Company was unique in that it resulted from settlement negotiations of an arbitration award against the State. The Project therefore entailed special considerations with respect to disputes, which the Ministry's investigation did not respect. Siembra Minera also explained that the administrative investigation proceedings themselves were contrary to law due to several procedural improprieties. Siembra Minera also submitted that the proceedings were fundamentally flawed because of the conflict of interest in the Ministry investigating actions over which the Ministry had majority control.⁴⁰ Venezuela continued the investigation despite these objections.

D. Venezuela's Actions Resulted in the Effective Expropriation of Gold Reserve's Investment

49. Venezuela's administrative investigation reached its preordained result, concluding that Siembra Minera had failed to sufficiently advance the Mining Project in line with Siembra Minera's obligations as holder of the mining rights. The Ministry asserted that Siembra Minera had not timely submitted technical studies or commenced operations at the Project site, which allegedly was abandoned and overrun with illegal small mining operators and gangs that caused environmental harm.⁴¹ This conclusion

³⁸ Exhibit 29, Letter from José Ignacio Moreno Suárez, Representative of GR Mining (Barbados) Inc. to Victor Hugo Cano Pacheco, President of Empresa Mixta Ecosocialista Siembra Minera, S.A. (EMESM), November 12, 2021.

³⁹ Exhibit 20, Letter from Victor Hugo Cano Pacheco, Chairman of the Board of Directors of Empresa Mixta Ecosocialista Siembra Minera, S.A. (EMESM), to William Miguel Serantes Pinto, Minister of People's Power for Ecological Mining Development, November 15, 2021 (with unofficial English machine translation).

⁴⁰ Exhibit 28, Letter from Carlos Rafael Ojeda Cortesia, Special Representative of Empresa Mixta Ecosocialista Siembra Minera, S.A. (EMESM), to William Miguel Serantes Pinto, Minister of People's Power for Ecological Mining Development, February 10, 2022 (with unofficial English machine translation).

⁴¹ Exhibit 21, Ministry of People's Power for Ecological Mining Development, Resolution No. 0005, March 7, 2022 (with unofficial English machine translation).

was the result of a fundamentally flawed administrative procedure. Venezuela not only controlled the investigation, Venezuela, as the majority shareholder of Siembra Minera, controlled the actions, or rather inactions, of Siembra Minera on which the administrative investigation purportedly was based. The state of the Project site in particular illustrates this contradiction. Venezuela had the responsibility to police and maintain law and order in the Mining Project area. The government's failure to do so cannot be the fault of the mixed company.

50. Nevertheless, on March 7, 2022, the Ministry issued Resolution No. 005, which revoked Siembra Minera's mining rights.
51. Thereafter, Gold Reserve made multiple additional attempts to contact the Venezuelan government concerning Venezuela's failure to perform its obligations under the 2016 Agreement and the revocation of the mining rights.⁴² Gold Reserve obtained no satisfaction from these efforts.
52. Gold Reserve has since learned that CVM, the state-owned entity co-shareholder of Siembra Minera, was working throughout 2022-2023 on developing mining in the Siembra Minera mining area in alliance with local criminal organizations. Satellite imagery confirms that various mines, some similar in location to areas that were planned to be developed as part of the Siembra Minera Mining Project, have been developed in the area, reportedly by CVM and local criminal organizations, with apparent disregard of environmental regulations.⁴³ These criminal alliances are reportedly using small planes and helicopters to smuggle mined gold across the border with Guyana.

⁴² On March 10, 2022, Gold Reserve sent a letter to President Maduro and the Minister of the Presidency and Government Management Jorge E. Márquez M. requesting an emergency meeting. Gold Reserve followed up on March 15 and 22, 2022, with an additional two letters to Mr. Márquez following up on the request for an emergency meeting.

⁴³ This satellite image of the Siembra Minera Mining Project area from September 2024 shows what appears to be an active chemical leaching facility that Siembra Minera did not construct.



53. On March 29, 2022, Siembra Minera, through its appointed legal representative, Mr. Carlos Ojeda, formally requested that the Ministry reconsider Resolution No. 005.⁴⁴ Siembra Minera again explained that the mixed company was a result of the 2016 Agreement under which the government had several obligations to Gold Reserve that it had failed to fulfill, and that Resolution No. 005 was flawed. Not only did Resolution No. 005 suffer from an incurable conflict of interest inherent in the Ministry adjudicating the rights of a company over which the Ministry had control, but also the Resolution relied on multiple violations of procedure and due process. The Ministry of Mining rejected the request for reconsideration.⁴⁵
54. At this point, Venezuelan law permitted Siembra Minera to challenge the Ministry of Mining's actions before the Venezuelan courts. Mr. Cano and Mr. Ojeda nevertheless chose to refrain from further challenges of the government's actions on behalf of Siembra Minera for fear of physical and legal reprisals by the government and its proxies. Members of the Venezuelan intelligence agency had reportedly followed Mr. Cano and threatened him if he continued to represent Siembra Minera in its appeals.

⁴⁴ Exhibit 22, Letter from Victor Hugo Cano Pacheco, Chairman of the Board of Directors of Empresa Mixta Ecosocialista Siembra Minera, S.A. (EMESM), to William Miguel Serantes Pinto, Minister of People's Power for Ecological Mining Development, March 29, 2022 (with unofficial English machine translation).

⁴⁵ Exhibit 23, Letter from William Miguel Serantes Pinto, Minister of People's Power for Ecological Mining Development to Carlos Rafael Ojeda, Special Representative of Empresa Mixta Ecosocialista Siembra Minera, S.A. (EMESM), May 27, 2022 (with unofficial English machine translation).

55. Gold Reserve therefore took it upon itself to appeal Resolution No. 005 before the Political-Administrative Chamber of the Supreme Court of Justice of Venezuela on behalf of Siembra Minera. On December 7, 2022, Gold Reserve moved for Resolution No. 005 to be annulled and requested that the Court order the suspension of the application of Resolution No. 005 pending the Court's decision on the annulment request.⁴⁶
56. The Supreme Court separated the proceedings related to Gold Reserve's request for interim measures from the request for annulment. On February 9, 2023, the Supreme Court rejected the application for interim measures because, it claimed, Gold Reserve had not established a likelihood of success on the merits of the case.⁴⁷ After rejecting the request for interim measures, on May 18, 2023, the Supreme Court scheduled the hearing of Gold Reserve's request to annul Resolution No. 005 for July 27, 2023.
57. In parallel with the court proceedings in Venezuela, Gold Reserve was pursuing enforcement of the still unsatisfied 2014 Award in Portugal, the United States and other countries where Venezuela held assets. Gold Reserve's enforcement efforts had progressed through a court hearing in Portugal. In the United States, Venezuela's U.S. incorporated petroleum company, Citgo, was subject to auction to satisfy Venezuela's debts. This infuriated Venezuela, and Venezuela publicly directed that fury at Gold Reserve and other judgment creditors. In a televised conference in May 2023, the Vice President of Venezuela attacked Gold Reserve, as well as others, as enemies of the state.⁴⁸
58. Between May and July, Venezuela took further punitive and illegal measures targeting Gold Reserve and ensuring that Gold Reserve's case on behalf of Siembra Minera would not proceed. On or about June 11, 2023, Venezuela arrested and unjustly imprisoned Gold Reserve's chief legal and commercial representative in Venezuela—

⁴⁶ Exhibit 24, Request to the Supreme Court of Venezuela for Annulment of Administrative Actions, December 7, 2022 (with unofficial English machine translation).

⁴⁷ Exhibit 25, Decision of the Supreme Court of Venezuela, File No. 2022-0385, February 9, 2023 (with unofficial English machine translation).

⁴⁸ Exhibit 26, Transcript of 4:40-9:38 of video of media conference with Delcy Rodriguez (with English translation), May 3, 2023, YouTube, https://www.youtube.com/watch?v=TduWNOOV_XY&t=13s (last accessed March 4, 2025).

José Ignacio Moreno Suárez—a Venezuelan lawyer who had represented Gold Reserve in many of its communications with the government about the Siembra Minera Mining Project, who had testified on Gold Reserve’s behalf in the enforcement proceedings in Portugal, and who had represented Gold Reserve in connection with its appeal before the Supreme Court. Mr. Moreno was imprisoned by the Directorate General of Military Counterintelligence (DGCIM), an arm of the government known for the use of torture and other crimes against humanity to repress dissent.⁴⁹ He was imprisoned based on fabricated charges of an attempted coup against the Maduro administration. Gold Reserve’s Venezuelan representative has remained unjustly imprisoned to date.

59. Following the imprisonment of Gold Reserve’s Venezuelan representative, other Venezuelan lawyers who had represented or been representing Gold Reserve declined to act in the Supreme Court proceedings. Other of Gold Reserve’s Venezuelan representatives fled Venezuela for fear of the government’s actions and remain unwilling to return. No one dared take up the mantle of Gold Reserve in Venezuela, where the Maduro regime, its police, and its courts had made clear their willingness to engage in unlawful and terrorizing tactics against all opponents.
60. Without legal representation in Venezuela, Gold Reserve could not appear before the Venezuelan Supreme Court. At the hearing, which the court had rescheduled for September 28, 2023, and which no representative of Gold Reserve attended, Venezuela’s *fait accompli* was complete: the court declared that Gold Reserve had “deserted” the case, and then shortly thereafter dismissed Gold Reserve’s case.⁵⁰
61. After months of silence from Venezuela in response to Gold Reserve’s repeated notification of the issues in dispute, and efforts to resolve the revocation of Siembra

⁴⁹ See Exhibit 17, *Statement by Mara Valiñas, Chair of the Independent International Fact-Finding Mission on the Bolivarian Republic of Venezuela, at the 55th session of the Human Rights Council*, United Nations Human Rights, Office of the High Commissioner, March 20, 2024, <https://www.ohchr.org/en/statements-and-speeches/2024/03/statement-marta-valinas-chair-independent-international-fact> (last accessed March 3, 2025); Exhibit 18, *Venezuela intelligence agencies guilty of crimes against humanity – UN report*, The Guardian, September 20, 2022, <https://www.theguardian.com/world/2022/sep/20/venezuela-crimes-against-humanity-un-report-maduro> (last accessed March 3, 2025).

⁵⁰ Exhibit 27, Judgment of the Venezuelan Supreme Court, File No. 2022-0385, October 11, 2023 (with unofficial English machine translation).

Minera's mining rights, Gold Reserve sent a formal notice of dispute to Venezuela on December 4, 2023.⁵¹ That letter, too, has been ignored by Venezuela.

IV. **VENEZUELA'S ACTIONS VIOLATED THE BARBADOS BIT**

62. Through its actions, Venezuela has violated, at minimum, the following provisions of the Barbados BIT:

a. Article 2(2) Promotion and Protection of Investment

Investments of nationals or companies of each Contracting Party shall at all times be accorded fair and equitable treatment in accordance with the rules and principles of International law and shall enjoy full protection in security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by arbitrary or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of nationals or companies of the other Contracting Party. Each Contracting Party shall observe any obligation it may have entered into with regard to the treatment of investments of nationals or companies of the other Contracting Party.

b. Article 3 National Treatment and Most-Favored-Nation Provisions

1. Neither Contracting Party shall in its territory subject investments or returns of nationals or companies of the other Contracting Party to treatment less favourable than that which it accords to investments or returns of its own nationals or companies or to investments or returns of nationals or companies of any third State.

2. Neither Contracting Party shall in its territory subject nationals or companies of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investments, to treatment less favourable than that which it accords to its own nationals or companies or to nationals or companies of any third State.

3. The treatment provided for in paragraphs (1) and (2) above shall apply to the provisions of Articles 1 to 11 of this Agreement.

c. Article 5 Expropriation

1. Investments of nationals or companies of either Contracting Party shall not be nationalised, expropriated or subjected to measures having

⁵¹ Exhibit 30, Notice of Dispute from Gold Reserve Inc. and GR Mining (Barbados) Inc. to the Government of the Republic of Venezuela, December 4, 2023.

effect equivalent to nationalisation or expropriation (hereinafter referred to as “expropriation”) in the territory of the other Contracting Party except for a public purpose related to the internal needs of that Party on a non-discriminatory basis and against prompt, adequate and effective compensation. Such compensation shall amount to the market value of the investment expropriated immediately before the expropriation or before the impending expropriation became public knowledge, whichever is the earlier, shall include interest at a normal commercial rate until the date of payment, shall be made without delay, be effectively realizable and be freely transferable. The national or company affected shall have a right, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Party, of his or its case and of the valuation of his or its investment in accordance with the principles set out in this paragraph.

2. Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which nationals or companies of the other Contracting Party own shares, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to guarantee prompt, adequate and effective compensation in respect of their investment to such nationals or companies of the other Contracting Party who are owners of those shares.

63. Also, with respect to Article 3 of the Barbados BIT, in the Agreement on Reciprocal Promotion and Protection of Investments between the Government of the Republic of Venezuela and the Government of the Republic of Paraguay, dated September 5, 1996, and entered into force on November 14, 1997, Venezuela has undertaken in Article 3(2) as follows:

A Contracting Party that has admitted an investment in its territory shall not arbitrarily deny or unduly delay the necessary permits in connection with such investment, including the execution of contracts for licenses and technical, commercial or administrative assistance and the entry of necessary managerial, administrative, advisory or technical personnel.⁵²

64. Venezuela has violated its obligations under the Barbados BIT through its actions and inaction with respect to the Siembra Minera Project, as described above. By delaying or failing in the fulfillment of its obligations under the 2016 Agreement, discriminating against Gold Reserve in favor of other foreign investors and/or nationals, conducting a

⁵² Translation of counsel.

flawed and baseless investigation of the work of the mixed company—of which Venezuela itself was the majority shareholder—and ultimately revoking the mining rights for the Siembra Minera Mining Project from Siembra Minera unlawfully, without just cause and without providing a valid process for appeal, failing to secure the Siembra Minera Mining Project area, and by unlawfully arresting and imprisoning Gold Reserve’s legal representative, Venezuela has failed to accord Claimant fair and equitable treatment, full protection and security, and treatment no less favorable than that afforded to other foreign investors with respect to its investment in the Siembra Minera Mining Project. Venezuela’s measures also effectively expropriated Claimant’s investment, without affording Claimant due process or any compensation.

V. VENEZUELA HAS CAUSED CLAIMANT SUBSTANTIAL LOSS AND DAMAGE

65. Venezuela’s breaches of its treaty obligations have caused substantial loss and damage to Claimant. This loss and damage includes rendering worthless the entire value of Claimant’s 45% shareholding in the Siembra Minera Mining Project. This loss and damage also includes the costs and efforts that Gold Reserve has invested with respect to Siembra Minera, all of which have now been wasted.
66. At present, Claimant estimates the present value of its loss and damage to be in excess of \$7 billion. The precise amount of Claimant’s loss and damage is subject to quantification at the proper time in these arbitration proceedings.

VI. JURISDICTION

A. This Dispute May Be Submitted to Arbitration Pursuant to Article 8 of the Barbados BIT

67. This dispute may be submitted to arbitration under Article 8 of the Barbados BIT, which provides:

1. Disputes between one Contracting Party and a national or company of the other Contracting Party concerning an obligation of the former under this Agreement in relation to an investment of the him [sic] shall, at the request of the national concerned, be submitted to the International Centre for Settlement of Investment Disputes for settlement by arbitration or conciliation under the Convention on the

Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington on March 18, 1965.

2. As long as the Republic of Venezuela has not become a Contracting State of the Convention as mentioned in paragraph 1 of this Article, disputes as referred to in that paragraph shall be submitted to the International Centre for Settlement of Investment disputes under the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the Centre (Additional Facility Rules). If for any reason the Additional Facility is not available the investor shall have the right to submit the dispute to arbitration under the rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. The arbitral award shall be limited to determining whether there is a breach by the Contracting Party concerned of its obligations under this Agreement, whether such breach of obligations has caused damages to the national concerned, and if such is the case, the amount of compensation.

4. Each Contracting Party hereby gives its unconditional consent to the submission of disputes as referred to in paragraph 1 of this Article to international arbitration in accordance with the provisions of this Article.

1. Claimant is a company of a Contracting Party and has made a protected investment

68. Claimant is a company within the meaning of Articles 1(d) of the Barbados BIT. Article 1(d) defines “companies” as “corporations, firms, and associations incorporated or constituted under the law in force in that Contracting Party.”⁵³ Claimant is a corporation incorporated under the laws of Barbados, a Contracting Party of the Barbados BIT.

69. Claimant has made “investment[s]” within the meaning of Article 1(a), which provides in part:

“investment” means every kind of asset invested by nationals or companies of one Contracting Party in the territory of the other Contracting Party and in particular, though not exclusively, includes:

⁵³ Exhibit 1, Barbados BIT, Art. 8.

i. movable and immovable property and any other property rights such as mortgages, liens or pledges;

ii. shares in and stock and debentures of a company and any other form of participation in a company;

iii. claims to money or to any performance under contract having a financial value;

iv. intellectual property rights, goodwill, technical processes and know-how;

v. business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources.⁵⁴

As set forth above, Claimant's investments include (a) 45% of the shares of Siembra Minera; (b) the rights conferred by the Transfer Decree associated with the Siembra Minera Mining Project in proportion to Claimant's participation in Siembra Minera; (b) the other land-use, mineral, and property rights derived from concessions, contracts, licenses, authorizations, and permits associated with the development of the Siembra Minera Mining Project in proportion to Claimant's participation in Siembra Minera; (c) the capital contributions, equipment, and facilities constructed in connection with the Siembra Minera Mining Project; (d) the intellectual property rights associated with the Mining Data related to the Brisas concession and the studies and plans, including but not limited to technical and geological studies and detailed engineering plans developed in connection with the Siembra Minera Mining Project; and (f) rights and claims to money and to performance under the 2016 Agreement.

2. Claimant and Venezuela have consented to submit this dispute to arbitration under the Barbados BIT

70. The dispute between Claimant and Venezuela concerns obligations of Venezuela under the Barbados BIT in relation to investments of Claimant. As Venezuela is not a contracting state of the ICSID Convention, in accordance with Article 8 of the Barbados BIT, Claimant submits this dispute to arbitration under the 2022 ICSID Additional Facility Rules.

⁵⁴ Exhibit 1, Barbados BIT, Art. 1(a).

71. As expressed above, Claimant consents to submit this dispute to arbitration. Venezuela gives its unconditional consent to submit this dispute to arbitration in Article 8(4) of the Barbados BIT.

B. The Requirements of the 2022 ICSID Additional Facility Rules Are Met

72. This dispute may be submitted to arbitration under the 2022 ICSID Additional Facility Rules. Article 2 of the 2022 ICSID Additional Facility Rules provides that the Secretariat is authorized to administer arbitration proceedings for the settlement of legal disputes arising out of an investment between a State and a national of another State. The dispute between Claimant and Venezuela is a legal dispute that arises out of Claimant's investment in Venezuela, and as a result of Venezuela's measures, Claimant has suffered significant damages.
73. Article 2 of the 2022 ICSID Additional Facility Rules, consistent with Article 8(2)(b) of the Barbados BIT, also allows for submission to arbitration under the ICSID Additional Facility if "either the State party to the dispute, or the State whose national is a party to the dispute, but not both, is a Contracting State" to the ICSID Convention.⁵⁵ Claimant's home state, Barbados, is a contracting state to the ICSID Convention, while Venezuela was but is no longer a contracting state to the ICSID Convention.
74. As required by Arbitration Rule 3(1)(e) of the 2022 ICSID Additional Facility Rules, Claimant has taken all necessary internal actions to authorize this Request.⁵⁶ Additionally, for good measure, and in satisfaction of Arbitration Rule 3(2)(b) of the 2022 ICSID Additional Facility Rules, Claimant notes again that its consent to submit this dispute to arbitration pursuant to the 2022 ICSID Additional Facility Rules is contained in this Request, which meets the requirements for consent for purposes of the 2022 ICSID Additional Facility Rules. Venezuela expresses its consent in Article 8 of the Barbados BIT, entered into force on October 31, 1995, which satisfies the requirements for consent for purposes of the 2022 ICSID Additional Facility Rules. In satisfaction of Arbitration Rule 3(2)(b)(iv) of the 2022 ICSID Additional Facility

⁵⁵ ICSID Additional Facility Rules (2022), Art. 2; *see* Exhibit 1, Barbados BIT, Art. 8(2).

⁵⁶ *See* ICSID Additional Facility Arbitration Rules (2022), Rule 3(1)(e); *see also* Exhibit 2, Certified Extract of the Minutes of a Meeting of the Board of Directors of GR Mining (Barbados) Inc.

Rules, Claimant has complied with all conditions for submission of the dispute in the Barbados BIT.

75. Furthermore, in satisfaction of Arbitration Rule 3(2)(d)(i) of the 2022 ICSID Additional Facility Rules, Claimant is a Barbadian company as of the date of this Request.⁵⁷

VII. REQUEST FOR RELIEF

76. Claimant respectfully requests that the Arbitral Tribunal:
- a. declare that the Arbitral Tribunal has jurisdiction to decide the dispute between the Parties described herein;
 - b. find that Respondent violated its obligations under the Barbados BIT;
 - 1. order Respondent to pay Claimant compensation in an amount to be proven, but which Claimant currently estimates to be in excess of \$7 billion;
 - c. order Respondent to pay Claimant moral damages in an amount to be proven, in respect of Respondent's intimidation, harassment, unlawful arrest and continuing imprisonment of Claimant's representative in Venezuela;
 - d. order Respondent to pay taxes and pre- and post-award interest on all sums awarded, in amounts to be determined;
 - e. order Respondent to pay all Claimant's costs associated with these proceedings, including Claimant's legal fees and expenses, expert witness fees and expenses, and all other recoverable costs and expenses; and
 - f. grant any further and other relief as the Arbitral Tribunal may find appropriate in the circumstances.

⁵⁷ See Exhibit 3, GR Mining (Barbados) Inc. Certificate of Incorporation, attaching the Articles of Incorporation, April 15, 2016.

VIII. RESERVATION OF RIGHTS

77. Claimant reserves the right to raise any and all further claims arising out of or in connection with the disputed matters described in this Request or otherwise arising between the Parties; amend this Request, including the right to supplement and modify the claims set forth herein; submit briefs, memoranda and exhibits during the proceedings herein, and generally to produce such factual or legal arguments or evidence (including witness testimony, expert testimony and other documents) as may be necessary to present its case or rebut any case which may be put forward by Respondent; and seek interim and provisional measures before this Arbitral Tribunal or any competent national court.

Respectfully submitted,

Matthew H. Kirtland
Courtney Hikawa
NORTON ROSE FULBRIGHT US LLP
799 9th Street NW, Suite 1000
Washington, District of Columbia 20001
United States of America
Tel: +1 202 662 4659
matthew.kirtland@nortonrosefulbright.com
courtney.hikawa@nortonrosefulbright.com

Kevin O’Gorman
Denton Nichols
Timothy Tyler
Taylor J. LeMay
NORTON ROSE FULBRIGHT US LLP
1550 Lamar Street, Suite 2000
Houston, Texas 77010
United States of America
Tel: +1 713 651 5151
kevin.ogorman@nortonrosefulbright.com
denton.nichols@nortonrosefulbright.com
timothy.tyler@nortonrosefulbright.com
taylor.lemay@nortonrosefulbright.com

Katherine G. Connolly
NORTON ROSE FULBRIGHT US LLP

1 Embarcadero Center, Suite 1050
San Francisco, California 94111
United States of America
Tel: +1 628 231 6816
katie.connolly@nortonrosefulbright.com

COUNSEL FOR CLAIMANT