

Hearing Date: June 25, 2019 at 11:00 a.m. (Prevailing Eastern Time)

Objection Deadline: June 18, 2019 at 4:00 p.m. (Prevailing Eastern Time)

Reply Deadline: June 21, 2019 at 4:00 p.m. (Prevailing Eastern Time)

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*Counsel for William A. Brandt, Jr., Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CHINA FISHERY GROUP LIMITED (CAYMAN)</b>	:	<b>Case No. 16-11895 (JLG)</b>
<b><i>et al.,</i></b>	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CFG Peru Investments Pte. Limited (Singapore),</b>	:	<b>Case No. 16-11914 (JLG)</b>
<b>Debtor.</b>	:	
	:	<b>(Jointly Administered)</b>

<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGL (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

**NOTICE OF HEARING ON CHAPTER 11 TRUSTEE'S APPLICATION FOR AN  
ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a) AND 328(a),  
BANKRUPTCY RULE 2014(a), AND LOCAL RULE 2014-1 AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF ASAB INVESTMENT LLC  
AS LIMITED BROKER FOR THE CHAPTER 11 TRUSTEE**

**PLEASE TAKE NOTICE** that William A. Brandt, Jr., not individually but solely in his capacity as chapter 11 trustee ( the "Chapter 11 Trustee") of CFG Peru Investments Pte. Limited (Singapore) ("CFG Peru Singapore" or the "Debtor") in the above-captioned chapter 11 cases, by his attorneys, Skadden, Arps, Slate, Meagher & Flom LLP, hereby files the *Chapter 11 Trustee's Application for an Order Pursuant to Bankruptcy Code Sections 327(a) and 328(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1 Authorizing the Retention and Employment of Asab Investment LLC as Limited Broker for the Chapter 11 Trustee* (the "Application").

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Application will be held before the Honorable James L. Garrity, United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 601, New York, New York 10004 (the "Bankruptcy Court"), on **June 25, 2019 at 11:00 a.m. (prevailing Eastern Time)** (the "Hearing"), or as soon thereafter as counsel may be heard.

**PLEASE TAKE FURTHER NOTICE** that responses or objections to the Application and the relief requested therein, if any, must be made in writing and (a) filed with the Bankruptcy Court no later than **4:00 p.m. (prevailing Eastern Time) on June 18, 2019** (the "Objection Deadline") and (b) served so as to be actually received by the following parties by the Objection Deadline:

(i) counsel for William A. Brandt, Jr., the Chapter 11 Trustee for the bankruptcy estate of CFG Peru Investments Pte. Ltd., Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Lisa Laukitis (lisa.laukitis@skadden.com), and Skadden, Arps, Slate, Meagher & Flom LLP, 500 Boylston Street, Boston, Massachusetts 02116, Attn: Elizabeth Downing (elizabeth.downing@skadden.com);

(ii) counsel for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew S. Barr, Esq. (matt.barr@weil.com), Marcia Goldstein, Esq. (marcia.goldstein@weil.com), and Gabriel A. Morgan, Esq. (gabriel.morgan@weil.com);

(iii) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Richard Morrissey (richard.morrissey@usdoj.gov);

(iv) the Chapter 11 Trustee, 110 East 42nd Street, Suite 1818, New York, New York 10017, Attn: William A. Brandt, Jr. (bbrandt@dsi.biz); and

(v) any party that has requested notice pursuant to Bankruptcy Rule 2002.

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**PLEASE TAKE FURTHER NOTICE** that unless a written objection to the Application, with proof of service, is filed with the Bankruptcy Court and a courtesy copy delivered to the Honorable James L. Garrity's Chambers by the Objection Deadline, the Chapter 11 Trustee may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of a proposed order to the Application, which order may be entered with no further notice or opportunity to be heard.

Dated: June 7, 2019  
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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*Counsel for William A. Brandt, Jr., Chapter 11 Trustee*

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*Counsel for William A. Brandt, Jr., Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**CHINA FISHERY GROUP LIMITED (CAYMAN)**  
***et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 16-11895 (JLG)**

**(Jointly Administered)**

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**In re:**

**CFG Peru Investments Pte. Limited (Singapore),**  
**Debtor.**

**Chapter 11**

**Case No. 16-11914 (JLG)**

**(Jointly Administered)**

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGL (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

**CHAPTER 11 TRUSTEE’S APPLICATION FOR AN ORDER PURSUANT TO  
BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), BANKRUPTCY  
RULE 2014(a), AND LOCAL RULE 2014-1 AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF ASAB INVESTMENT LLC  
AS LIMITED BROKER FOR THE CHAPTER 11 TRUSTEE**

William A. Brandt, Jr., not individually but solely in his capacity as the chapter 11 trustee (the “Chapter 11 Trustee”) of CFG Peru Investments Pte Limited (Singapore) (“CFG Peru Singapore” or the “Debtor”) in the above-captioned chapter 11 cases, by his attorneys, Skadden, Arps, Slate, Meagher & Flom LLP, hereby submits this application (the “Application”) for entry of an order, pursuant to sections 327(a) and 328(a) of Title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), substantially in the form attached hereto as Exhibit A (the “Proposed Order”) authorizing the Chapter 11 Trustee’s retention and employment of Asab Investment LLC (“Asab”) as a limited broker in the CFG Peru Sale (as defined below) solely with respect to the Sovereign Funds (as defined below). In support of this Application, the Chapter 11 Trustee relies upon and incorporates by reference (i) the Declaration of William A. Brandt, Jr., the Chapter 11 Trustee, attached hereto as Exhibit B (the “Brandt Declaration”); and (ii) the Declaration of Suhail Alansari, a director of Asab, attached hereto as Exhibit C (the “Alansari Declaration”). In further support of the Application, the Chapter 11 Trustee, by and through his undersigned counsel, respectfully represents:

## **PRELIMINARY STATEMENT**<sup>2</sup>

1. The Chapter 11 Trustee is currently engaged in the sale (the “CFG Peru Sale”) of CFG Peru Singapore’s direct and indirect equity interests in CFGI (the “CFG Equity Interests”), and has worked diligently to market the CFG Equity Interests to potential bidders over the past two (2) years. It is expected that proceeds from the CFG Peru Sale will constitute the bulk of recoveries for creditors across all Debtor entities. As part of these efforts, the Chapter 11 Trustee has reached out to hundreds of potential bidder parties, and has subsequently engaged with many of them to facilitate due diligence, management presentations, and site visits. Unfortunately, due to a variety of factors outside the Chapter 11 Trustee’s control, no party has yet submitted a binding bid in the CFG Peru Sale that exceeds the CFG Peru Sale Threshold.<sup>3</sup>

2. The CFG Equity Interests include equity in the Peruvian Opcos. The Peruvian Opcos fish and process Peruvian anchovy into fishmeal and fish oil, and together

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<sup>2</sup> Capitalized terms not otherwise defined in this Preliminary Statement have the meanings ascribed to them below in this Application.

<sup>3</sup> “CFG Peru Sale Threshold” means a binding offer in the CFG Peru Sale that exceeds in the aggregate the following:

- (i) the principal, interest, costs, and expenses compensable under the terms of the third party debt documents at CFGI and its subsidiaries, including (i) CFGI’s 9.75% senior notes due 2019, issued pursuant to that certain indenture, dated July 30, 2012, with CFGI as the issuer and TMF Trustee Limited as the indenture trustee (the “Notes”); and (ii) the term loan made pursuant to that certain \$650 million facility agreement, dated March 20, 2014, by and among CFGI, Corporacion Pesquera Inca S.A.C., and China Fisheries International Limited (“CFIL”) as borrowers and guarantors, the lenders from time to time party thereto, and Coöperatieve Rabobank U.A. as the agent (the “Club Loan”);
- (ii) any necessary tax payments at CFGI and its subsidiaries;
- (iii) any administrative expense priority claims at CFG Peru Singapore and China Fishery Group Limited (“CFGL”) and its debtor affiliates at which Bank of America, N.A., and Standard Chartered Bank (Hong Kong) Limited hold claims on account of debt issued by or guaranteed by CFGL or its direct or indirect subsidiaries;
- (iv) the principal and interest incurred under that certain letter, dated August 26, 2014, by and among CFIL and South Pacific Shipping Agency as borrowers, CFGL as guarantor, and Bank of America, N.A. as lender; and
- (v) the principal and interest incurred under that certain facility letter, dated March 26, 2015, by and among Champion Maritime Limited and Growing Management Limited as borrowers, CFGL as guarantor, and Standard Chartered Bank (Hong Kong) Limited as lender.

control the largest anchovy fishing quotas fixed by the Peruvian government. The Chapter 11 Trustee believes that the Peruvian Opcos' anchovy fishing quotas and processing capabilities may be an attractive strategic asset for certain sovereign wealth funds in the Middle East and Asia listed on Schedule A to the Limited Broker Agreement (as defined below), their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A to the Limited Broker Agreement (as defined below) (collectively, the "Sovereign Funds").

3. The Chapter 11 Trustee understands that the Sovereign Funds are approached by a large number of parties regarding potential investment opportunities. In order to increase the likelihood that the CFG Peru Sale is evaluated by the Sovereign Funds, it is desirable to approach the Sovereign Funds through an intermediary that has pre-existing relationships with the Sovereign Funds and that can arrange the necessary introductions and facilitate communications between the Sovereign Funds and the Chapter 11 Trustee. The intermediary would also assist the Chapter 11 Trustee in negotiating the terms of the CFG Peru Sale with a Sovereign Fund, and assist in closing the CFG Peru Sale with a Sovereign Fund.

4. Asab has over a decade of experience in facilitating transactions involving the Sovereign Funds. Asab's founders are some of the most experienced individuals in working with the Sovereign Funds, with over forty (40) years of combined experience, and have deep personal and professional relationships with the Sovereign Funds. The Chapter 11 Trustee believes that the services of Asab will allow him to more successfully engage in a potential CFG Peru Sale with a Sovereign Fund. Accordingly, the Chapter 11 Trustee desires to retain and employ Asab as a limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds.



### **JURISDICTION AND VENUE**

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

6. The statutory predicates for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1.

### **BACKGROUND**

7. On June 30, 2016 (the “Petition Date”), each of the debtors in the above-captioned cases (the “Debtors”), except Pacific Andes Resources Development Ltd. (“PARD”), Nouvelle Foods International Ltd. (“Nouvelle”), Golden Target Pacific Limited (“Golden Target”), Pacific Andes International Holdings (BVI) Limited (“PAIH (BVI)”), Zhonggang Fisheries Limited (“Zhonggang”), and the Additional Debtors (defined below) filed voluntary petitions under Chapter 11 of the Bankruptcy Code in this Court. On September 29, 2016, PARD filed its Chapter 11 bankruptcy case. On March 27, 2017, Nouvelle and Golden Target filed Chapter 11 bankruptcy cases. On April 17, 2017, PAIH (BVI) and Zhonggang filed Chapter 11 bankruptcy cases. Last, on May 2, 2017, an additional sixteen (16)<sup>4</sup> Debtors filed Chapter 11 bankruptcy cases (the “Additional Debtors,” collectively, with PARD, Nouvelle, Golden Target, PAIH (BVI), Zhonggang, and the other Debtors’ chapter 11 cases, the “Chapter 11 Cases”).

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<sup>4</sup> The Additional Debtors are: Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

8. To date, no creditors' committee has been appointed in these Chapter 11 Cases by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee").

9. The Debtors constitute a small part of a group of companies that once collectively constituted the world's twelfth largest fishing company. The Debtors consist principally of holding companies and defunct, non-operating companies. Their value is derived largely from their indirect or direct interests in two (2) Peruvian operating companies which are non-Debtor subsidiaries – CFG Investment S.A.C. ("CFGI") and Corporacion Pesquera Inca S.A.C. ("Copeinca," and together with CFGI, the "Peruvian Opcos"). CFGI and Copeinca operate the Peruvian Opcos' anchovy fishing and processing business and together control a significant percentage of the anchovy fishing quota fixed by the Peruvian government. The Peruvian Opcos are included in the CFG Peru Sale, and have repeatedly been referred to as the "crown jewels" of these Chapter 11 Cases. It is expected that proceeds from the CFG Peru Sale will constitute the bulk of recoveries for creditors across all Debtor entities.

10. On November 10, 2016, the U.S. Trustee sought approval of William A. Brandt, Jr., as the Chapter 11 Trustee of CFG Peru Singapore [Dkt. No. 218]. On that same date, the Court entered an order approving the selection of Mr. Brandt as the Chapter 11 Trustee [Dkt. No. 219].

### **RELIEF REQUESTED**

11. By this Application, the Chapter 11 Trustee seeks entry of the Proposed Order, pursuant to Bankruptcy Code sections 327(a) and 328(b), and Bankruptcy Rule 2014(a), and Local Rule 2014-1 authorizing the Chapter 11 Trustee to retain and employ Asab as a limited broker solely with respect to the Sovereign Funds in connection with the CFG Peru Sale.

### **BASIS FOR RELIEF**

#### **A. The Need to Retain Asab as Limited Broker for the CFG Peru Sale**

12. The Chapter 11 Trustee and his advisors have worked diligently over the course of the Debtor's chapter 11 case to stabilize the operations at the Peruvian Opcos. As mentioned above, for the past two (2) years, the Chapter 11 Trustee and his advisors have marketed the CFGI Equity Interests to potential bidders in the CFG Peru Sale. As part of that effort, the Chapter 11 Trustee sent resolicitation materials in March 2019 to over three hundred (300) potential bidder parties (the "Resolicitation Memorandum") in an effort to reinvigorate interest in the CFG Peru Sale. Among other things, the Resolicitation Memorandum detailed the Chapter 11 Trustee's efforts to improve operations at the Peruvian Opcos, and to simplify and streamline the CFG Peru Sale process.

13. Despite these efforts, the Chapter 11 Trustee has yet to receive an offer in the CFG Peru Sale that exceeds the CFG Peru Sale Threshold. As the Court is aware, given that the Peruvian Opcos are non-Debtor entities, their third party debt obligations cannot be compromised through the Chapter 11 process. Rather, the CFG Peru Sale must achieve a minimum threshold price sufficient to pay, *inter alia*, the Notes and Club Loan in full in cash.

14. One potential group of bidders in the CFG Peru Sale that the Chapter 11 Trustee has not yet engaged successfully are the Sovereign Funds. While the Chapter 11 Trustee has engaged with intermediaries and principals at several sovereign wealth funds, including one of the Sovereign Funds, it is in part the feedback and knowledge he has gained through those interactions that helped him to understand how critical an effective intermediary is in order to successfully engage with the Sovereign Funds. While the Sovereign Funds have not been active in the Peruvian market in the past, they have participated in a number of transactions in the

United States and have more recently shown an increasing interest in the Central and South American markets. In addition, the Sovereign Funds have in recent years increased their focus on state owned industries. Further, the Sovereign Funds have significant amounts of readily available capital, which means they have the ability to consummate a transaction like the CFG Peru Sale expeditiously and without the need for outside financing. For these reasons, the Chapter 11 Trustee expects that the CFGI Equity Interests may be attractive to the Sovereign Funds.

15. Given the large amounts of capital at the Sovereign Funds' disposal, the Sovereign Funds are attractive targets for parties marketing investment opportunities. The high volume of transaction opportunities presented to the Sovereign Funds makes for a low likelihood of an individual transaction being evaluated by the Sovereign Funds without some additional assistance. As a result, even strategically attractive transactions may go unnoticed by the Sovereign Funds due to the sheer volume of available opportunities. The Chapter 11 Trustee believes directly engaging the Sovereign Funds regarding the CFG Peru Sale as he has previously attempted with one of the Sovereign Funds and with other sovereign wealth funds may result in the CFG Peru Sale being overlooked as an investment opportunity by the Sovereign Funds, especially given that they are unfamiliar with the Peruvian market where the Peruvian Opcos operate.

16. Thus, the Chapter 11 Trustee believes it is desirable to approach the Sovereign Funds with the help of an intermediary that has pre-existing relationships with the Sovereign Funds, and that can provide the necessary introductions and facilitate communications between the Chapter 11 Trustee and the Sovereign Funds. The intermediary will be able to leverage its pre-existing relationships and experience with the Sovereign Funds to increase the

likelihood that the CFG Peru Sale will be evaluated by the Sovereign Funds as a potential investment, and that the Sovereign Funds will move more quickly to decide whether to move forward. Moreover, because the Sovereign Funds are still somewhat unfamiliar with the Peruvian market, an intermediary who can help guide the Sovereign Funds through the transaction process is especially relevant for the CFG Peru Sale. Asab has over a decade of experience in facilitating transactions involving the Sovereign Funds. The Chapter 11 Trustee believes that engaging and retaining Asab as a limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds will enable him to increase the pool of potential bidders in the CFG Peru Sale by establishing strong contact with the Sovereign Funds.

**B. Asab's Qualifications**

17. Asab was founded in 2007 to identify, structure, and execute deals that involve sovereign wealth funds, including the Sovereign Funds. Asab has experience in identifying potential transactions for the Sovereign Funds, co-investing with the Sovereign Funds, and working with companies that wish to engage in transactions with the Sovereign Funds.

18. The founders of Asab have over forty (40) years of combined experience in working with the Sovereign Funds, and have deep personal relationships and long-standing professional connections with the Sovereign Funds. Mr. Suhail Alansari, a co-founder and director of Asab, began his career at the Executive Office of the Crown Prince of Dubai, and in 2006 joined the Mubadala Investment Company PJSC ("Mubadala"), a sovereign wealth fund in Abu Dhabi and one of the Sovereign Funds. During his time at Mubadala, Mr. Suhail Alansari gained unique insights into how to connect with the Sovereign Funds. Mr. Yousef Al Ansari, also a co-founder and director of Asab, has extensive experience in working with the Sovereign Funds as well. Specifically, Mr. Yousef Al Ansari has twenty-two (22) years of experience at

ADNOC Gas Processing (a subsidiary of the Abu Dhabi National Oil Company) in various roles ranging from procurement, administration, sales and marketing, and strategy, and six (6) years of experience at the Abu Dhabi Ship Building Company (a company founded and majority owned by Mubadala) in a senior executive capacity responsible for procurements and purchasing. Mr. Yousef Al Ansari has also held several positions in the oil and gas, real estate, energy, general trading, and automotive service investment sectors.

19. The Sovereign Funds place a great degree of emphasis on personal relationships, trust, and prior track record. Asab's prior track record in working with the Sovereign Funds allows Asab greater access to the Sovereign Funds and their key personnel as compared to other potential intermediaries. Given Asab's experience and familiarity with key decision makers at the Sovereign Funds, potential transactions presented by Asab are more likely to be given serious consideration by the Sovereign Funds. In addition, Asab is able to identify the appropriate channels at the Sovereign Funds to help ensure a transaction is evaluated and progressed expeditiously.

20. Since it was founded, Asab has been involved in six (6) deals in the energy and real estate development sectors with the Sovereign Funds, including a \$120 million joint venture partnership with a Sovereign Fund to explore and develop five (5) oil and gas sites in the United Arab Emirates.

21. Based on the foregoing, the Chapter 11 Trustee believes that Asab is well qualified and able to provide the requested services with respect to the CFG Peru Sale.

### **C. Services to be Provided**

22. Pursuant to the terms of the proposed limited broker agreement, substantially in the form attached to the Alansari Declaration as Exhibit 1 (the "Limited Broker

Agreement”) to be entered into between the Chapter 11 Trustee and Asab following the Court’s approval of Asab’s retention, Asab will provide the following professional services:

- (i) identify which sovereign wealth funds in the Middle East and Asia listed on Schedule A to the Limited Broker Agreement, their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A to the Limited Broker Agreement, may be interested in bidding in the CFG Peru Sale;
- (ii) facilitate introductions and communications between the Chapter 11 Trustee and the Sovereign Funds with respect to the CFG Peru Sale;
- (iii) assist the Sovereign Funds in conducting due diligence on the CFGI Equity Interests;
- (iv) assist the Chapter 11 Trustee in negotiating the terms of the purchase and sale agreement for the CFG Peru Sale (the “PSA”) with the Sovereign Funds;
- (v) keep the Chapter 11 Trustee regularly apprised of any discussions between Asab and the Sovereign Funds regarding the CFG Peru Sale;
- (vi) use commercially reasonable efforts to assist the Chapter 11 Trustee in closing the CFG Peru Sale with a Sovereign Fund if a Sovereign Fund is selected as the successful bidder, including completion of any documentation and any other necessary steps; and
- (vii) perform any other services that Asab and the Chapter 11 Trustee mutually determine to be appropriate in furtherance of the closing a CFG Peru Sale with a Sovereign Fund.

23. Asab will provide the services described above with respect to the Sovereign Funds during the term of the Limited Broker Agreement. For the avoidance of doubt, given that Asab has not yet been formally engaged or retained by the Chapter 11 Trustee, Asab has not begun the process of reaching out to any of the Sovereign Funds.

24. As mentioned above, Asab has extensive experience in working in the sovereign wealth fund space and has professional connections with many of the Sovereign Funds. Once Asab’s retention is approved, Asab will leverage its experience and connections to

identify which specific Sovereign Funds may be interested in the CFG Peru Sale given their size, past transactions, and current focus, and then begin to facilitate communications between the Chapter 11 Trustee and the Sovereign Funds. Asab will track all expressions of interest received and will provide regular updates to, and respond to requests for information by the Chapter 11 Trustee.

**D. Compensation**

25. Subject to this Court's approval, the Chapter 11 Trustee has agreed to pay Asab a commission upon the closing of the CFG Peru Sale with a Sovereign Fund equal to ten million United States Dollars (\$10,000,000) in accordance with the terms of the Limited Broker Agreement (the "Commission").

26. The Commission will only be paid if (i) the buyer in the CFG Peru Sale is one of the Sovereign Funds (such buyer, the "Sovereign Fund Buyer"); (ii) the Sovereign Fund Buyer was introduced to the Chapter 11 Trustee by Asab; (iii) the purchase price in the CFG Peru Sale to the Sovereign Fund Buyer exceeds the sum of the Commission and the CFG Peru Sale Threshold;<sup>5</sup> (iv) the Court has entered an order approving the CFG Peru Sale to the Sovereign Fund Buyer; (v) the CFG Peru Sale has closed with the Sovereign Fund Buyer under the relevant PSA; and (vi) notice has been filed consistent with the requirements under the order granting this Application. For the avoidance of doubt, Asab will not be entitled to any other compensation or any reimbursement of expenses.

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<sup>5</sup> If the CFG Peru Sale closes to a Sovereign Fund Buyer at a price below the sum of the Commission and the CFG Peru Sale Threshold, Asab's Commission will be reduced on a proportional basis to be equal to the percentage of the sale price to the CFG Peru Sale Threshold at the time of closing of the CFG Peru Sale. For example, if the CFG Peru Sale closes with a Sovereign Fund Buyer at a price that is equal to 90% of the CFG Peru Sale Threshold, Asab will be paid 90% of the Commission.



27. As is more fully described in the Alansari Declaration, because of the commission-based structure of Asab's fee, and the nature of the services to be provided by Asab, the Chapter 11 Trustee requests that Asab be relieved of the obligation to maintain time records (which it does not maintain in the usual course of its business).

28. Furthermore, the Chapter 11 Trustee requests that the Proposed Order provide that the Commission be paid as an administrative expense<sup>6</sup> from the proceeds of the CFG Peru Sale after the closing of the CFG Peru Sale according to the following procedures (the "Commission Procedures"):

- (i) The Chapter 11 Trustee will file notice (the "Commission Notice") of his intent to pay the Commission to Asab, and serve the Commission Notice on (i) the U.S. Trustee; (ii) counsel to the ad hoc committee of certain entities that hold, or act as investment manager of or advisor to certain funds, controlled accounts, and/or other entities that hold or are beneficial owners of the Notes and Club Loan (the "Ad Hoc Group"); (iii) counsel to the indenture trustee under the Notes (the "Indenture Trustee"); and (iv) counsel to the other Debtors.

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<sup>6</sup> Pursuant to the *Order (I) Authorizing the Chapter 11 Trustee to Obtain Intercompany Postpetition Financing on a Superpriority Administrative Claim Basis and (II) Granting Related Relief* [Dkt. No. 585] (the "Intercompany Loan Order"), amounts borrowed by CFG Peru Singapore under the Second Amended and Restated Loan Agreement, dated March 26, 2019, by and between CFGI and Sustainable Fishing Resources S.A.C. ("SFR") as lenders and CFG Peru Singapore as the borrower (the "Intercompany Loan Agreement") is entitled to superpriority administrative claim status over any and all administrative expense claims, which would include the Commission. It is expected that amounts borrowed under the Intercompany Loan Agreement will be setoff, capitalized, forgiven, or such similar or equivalent mechanism as required in a specific jurisdiction ("Netted") and considered paid in full as contemplated by the Settlement Agreement Among CFG Peru Singapore, CFGI, and SFR Netting Certain Intercompany Claims, dated April 17, 2019 (the "Settlement Agreement") approved by this Court pursuant to the *Order (I) Approving the Settlement Agreement Netting Certain Intercompany Claims Between CFGI Peru Singapore and CFGI, and Between CFG Peru Singapore and SFR, (II) Authorizing Corporate Governance Actions, and (III) Granting Related Relief* [Dkt. No. 1518]. However, there is a possibility that not all amounts under the Intercompany Loan Agreement will have been Netted under the Settlement Agreement before the closing of the CFG Peru Sale and the maturity date of the Intercompany Loan Agreement, in which case such amounts under the Intercompany Loan Agreement would technically still rank senior in priority to this Commission. In this scenario, the Chapter 11 Trustee intends to work with CFGI and SFR to extend the maturity date of the Intercompany Loan Agreement in accordance with the Intercompany Loan Order such that the Commission can be paid in accordance with the Limited Broker Agreement and the order approving this Application without needing to wait for all amounts under the Intercompany Loan Agreement to have been Netted.

- (ii) The Commission Notice will indicate that (i) the CFG Peru Sale has closed according to the terms of the relevant PSA; (ii) the buyer in the CFG Peru Sale is a Sovereign Fund Buyer; and (iii) the Chapter 11 Trustee intends to pay the Commission pursuant to the Limited Broker Agreement and the order granting this Application.
- (iii) The Chapter 11 Trustee will be authorized to pay the Commission to Asab consistent with the Limited Broker Agreement and the order granting this Application without further notice or authorization from the Court following the filing of the Commission Notice.

**E. Disinterestedness**

29. To the best of the Chapter 11 Trustee's knowledge, and as described in the Alansari Declaration, Asab: (i) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (ii) does not represent any person or entity having an interest adverse to the Debtor in connection with its chapter 11 case; (iii) does not hold or represent an interest adverse to the Debtor's estate with respect to matters on which Asab is employed; and (iv) has no connection to the Debtor, its creditors, or any other party-in-interest, except as disclosed in the Alansari Declaration.

30. Asab will promptly review its files against any updated list of Interested Parties (as defined in the Alansari Declaration) received from the Chapter 11 Trustee from time to time during the pendency of the Debtor's chapter 11 case pursuant to the procedures described in the Alansari Declaration. To the extent any new relevant facts or relationships are discovered or arise in the course of such review, Asab will promptly make additional disclosures to the Bankruptcy Court as required by Bankruptcy Rule 2014(a).

**APPLICABLE AUTHORITY**

**A. Approval of Asab's Retention is Proper Under Sections 327 and 328 of the Bankruptcy Code**

31. Section 327(a) of the Bankruptcy Code provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to

the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a).

32. Bankruptcy Rule 2014 requires that an application for retention include: specific facts showing the necessity for the employment, the name of the firm to be employed, the reasons for the selection, the services to be rendered, any proposed compensation arrangement, and all of the firm's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee to the best of the applicant's knowledge. Fed. R. Bankr. P. 2014(a).

33. Section 328(a) of the Bankruptcy Code permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions. Section 328(a) provides that a debtor may employ a professional person on any reasonable terms and conditions of employment, including "on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a) (emphasis added).

34. Bankruptcy Rule 2014 requires that an application for retention include "specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee." Fed. R. Bankr. P. 2014. This Application and the Alansari Declaration set forth the information required under Bankruptcy Rule 2014.

35. Based on the facts and for the reasons stated herein, in the Brandt Declaration, and in the Alansari Declaration, the retention of Asab as limited broker for the

Chapter 11 Trustee in the CFG Peru Sale solely with respect to the Sovereign Funds pursuant to this Application is reasonable, necessary, and appropriate, and satisfies the requirements of sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rule 2014(a). The Chapter 11 Trustee respectfully submits that the relief requested in this Application will enable the Chapter 11 Trustee to administer the Debtor's estate during its chapter 11 case, is in the best interest of the Debtor and its estate and stakeholders, and should be approved by the Court.

**B. Other Courts Have Approved Similar Relief**

36. Courts have entered orders authorizing a debtor to retain and employ a professional to facilitate the sale of assets on a commission basis. See, e.g., In re Toisa Limited, Case No. 17-10184 (SCC) (Bankr. S.D.N.Y. April 5, 2017) (authorizing the debtors to retain and employ a broker for the debtors' vessels and pay the broker a commission of 0.5% of the purchase price for each vessel); In re Primorsk International Shipping Limited, Case No. 16-10073 (MG) (Bankr. S.D.N.Y. April 20, 2016) (authorizing the debtors to retain and employ a broker for the debtors' vessels and pay the broker a commission of 1% of the purchase price for each vessel); In re SunEdison, Inc., Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2016) (authorizing the debtors to retain and employ a real estate agent for a parcel of the debtors' real estate and pay the agent a commission of up to 3% of the gross aggregate purchase price); In re Emerald Investments, LLC, Case No. 14-13407 (MG) (Bankr. S.D.N.Y. July 10, 2015) (authorizing the chapter 11 trustee to retain a commercial real estate broker for the debtor's interest in a marina and pay the broker a commission of 5%); In re Metro Affiliates, Inc., Case No. 13-13591 (SHL) (Bankr. S.D.N.Y. May 1, 2014) (authorizing the debtors to retain a broker for its telecommunications assets and pay the broker a commission of 8%).

37. Accordingly, the Chapter 11 Trustee respectfully requests that the Court approve the relief sought herein.

**NOTICE**

38. Notice of this Application shall be given to (a) the U.S. Trustee; (b) creditors holding the fifty largest claims as set forth in the consolidated list filed with the Debtors' petitions; (c) U.S. counsel to Standard Chartered Bank (Hong Kong) Limited; (d) U.S. counsel to Coöperatieve Rabobank, U.A.; (e) U.S. counsel to the Ad Hoc Group; (f) U.S. counsel to Bank of America N.A.; (g) U.S. counsel to Malayan Banking Berhad, Hong Kong Branch; (h) U.S. counsel to Friedrich von Kaltenborn-Stachau, the insolvency administrator for the Pickenpack companies; (i) U.S. counsel to the Indenture Trustee; (j) U.S. counsel to the other Debtors; (k) the United States Attorney's Office for the Southern District of New York; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) Jessie Ng on behalf of the other Debtors; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the Court's website.

**NO PRIOR REQUEST**

39. No previous request for the relief sought herein has been made to this Court or any other court.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CONCLUSION**

WHEREFORE, the Chapter 11 Trustee respectfully requests that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: June 7, 2019  
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Jay M. Goffman  
Lisa Laukitis  
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-and-

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*Counsel for William A. Brandt Jr.,  
Chapter 11 Trustee*

**EXHIBIT A**

**Proposed Form of Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CHINA FISHERY GROUP LIMITED (CAYMAN)</b>	:	<b>Case No. 16-11895 (JLG)</b>
<i>et al.,</i>	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CFG Peru Investments Pte. Limited (Singapore),</b>	:	<b>Case No. 16-11914 (JLG)</b>
<b>Debtor.</b>	:	
	:	<b>(Jointly Administered)</b>
	:	

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**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a) AND 328(a),  
BANKRUPTCY RULE 2014(a), AND LOCAL RULE 2014-1  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
ASAB INVESTMENT LLC AS LIMITED BROKER FOR THE CHAPTER 11 TRUSTEE**

Upon the application of William A. Brandt, Jr., not individually but solely in his capacity as Chapter 11 Trustee of CFG Peru Singapore (the “Application”),<sup>2</sup> for an order (this “Order”) pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Rule 2004 of the Bankruptcy

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGL (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.



Rules, and Local Rule 2014-1 authorizing the Chapter 11 Trustee to retain and employ Asab Investment LLC (“Asab”) as limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds, all as more fully set forth in the Application; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and the appearance of all interested parties and all responses and objections, if any, to the Application having been duly noted in the record of the hearing on the Application; and upon the consideration of (i) the Declaration of William A. Brandt, Jr. attached as Exhibit B to the Application and (ii) the Declaration of Suhail Alansari attached as Exhibit C to the Application (the “Alansari Declaration”); and this Court being satisfied based on the representations made in the Application and the Alansari Declaration that (x) Asab does not hold or represent any interest adverse to the Debtor’s estate with respect to the matters upon which Asab is to be employed, and (y) Asab is a disinterested person as that term is defined under section 101(14) of the Bankruptcy Code; and after it appearing that the relief requested by the Application is in the best interest of the Debtor, its creditors, its stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Application is GRANTED as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, the Chapter 11 Trustee is hereby authorized to retain and employ Asab as its limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds on the terms set forth in the Limited Broker Agreement attached to the Alansari Declaration as Exhibit 1.

3. Asab shall be compensated in the manner described in the Application and the Limited Broker Agreement and in accordance with the following procedures (the “Commission Procedures”):

- (i) The Chapter 11 Trustee will file notice (the “Commission Notice”) of his intent to pay the Commission to Asab, and serve the Commission Notice on (i) the U.S. Trustee; (ii) counsel to the ad hoc committee of certain entities that hold, or act as investment manager of or advisor to certain funds, controlled accounts, and/or other entities that hold or are beneficial owners of the Notes and Club Loan (the “Ad Hoc Group”); (iii) counsel to the indenture trustee under the Notes (the “Indenture Trustee”); and (iv) counsel to the other Debtors.
- (ii) The Commission Notice will indicate that (i) the CFG Peru Sale has closed according to the terms of the relevant PSA; (ii) the buyer in the CFG Peru Sale is a Sovereign Fund Buyer; and (iii) the Chapter 11 Trustee intends to pay the Commission pursuant to the Limited Broker Agreement and the order granting this Application.
- (iii) The Chapter 11 Trustee will be authorized to pay the Commission to Asab consistent with the Limited Broker Agreement and the order granting this Application without further notice or authorization from the Court following the filing of the Commission Notice.

4. Asab is hereby relieved of the obligation to maintain time records.

5. To the extent the Application or Limited Broker Agreement is inconsistent with this Order, the terms of this Order shall govern.

6. The Chapter 11 Trustee is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

7. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the Local Rules are satisfied by such notice.

8. This Court shall retain exclusive jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the Application, the Limited Broker Agreement, or the implementation of this Order.

Dated: \_\_\_\_\_, 2019  
New York, New York

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HON. JAMES L. GARRITY, JR.  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Brandt Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CHINA FISHERY GROUP LIMITED (CAYMAN)</b>	:	<b>Case No. 16-11895 (JLG)</b>
<i>et al.,</i>	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CFG Peru Investments Pte. Limited (Singapore),</b>	:	<b>Case No. 16-11914 (JLG)</b>
<b>Debtor.</b>	:	<b>(Jointly Administered)</b>

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**DECLARATION OF WILLIAM A. BRANDT, JR. IN SUPPORT OF  
CHAPTER 11 TRUSTEE'S APPLICATION FOR AN ORDER PURSUANT TO  
BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), BANKRUPTCY  
RULE 2014(a), AND LOCAL RULE 2014-1 AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF ASAB INVESTMENT LLC AS  
LIMITED BROKER FOR THE CHAPTER 11 TRUSTEE**

I, William A. Brandt, Jr., being duly sworn, depose and say:

1. I am the Executive Chairman and founder of Development Specialists, Inc. ("DSI"), a restructuring and financial advisory firm that specializes in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGI (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

operational restructuring. DSI maintains offices at 110 E. 42nd Street, Suite 1818, New York, New York 10017.

2. I have approximately forty-five (45) years of experience in the practice of turnarounds and restructurings and have served in various capacities in a large number of cases including as a chapter 11 trustee, a chapter 7 trustee, an examiner, a chief restructuring officer, and other similar fiduciary capacities.

3. I submit this Declaration in my capacity as Chapter 11 Trustee of CFG Peru Investments Pte. Limited (Singapore) ("CFG Peru Singapore"), in support of the *Chapter 11 Trustee's Application for an Order Pursuant to Bankruptcy Code Sections 327(a) and 328(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1 Authorizing the Retention and Employment of Asab Investment LLC as Limited Broker for the Chapter 11 Trustee* (the "Application").<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein, either directly or through professionals working at my direction, or through my representatives and advisors and, if called as a witness, I would testify competently thereto.

**A. The Need to Retain Asab as Limited Broker**

4. My advisors and I have worked diligently over the course of the Debtor's chapter 11 case to stabilize the operations at the Peruvian Opcos. For the past two (2) years, My advisors and I have marketed the CFGI Equity Interests to potential bidders in the CFG Peru Sale. The CFGI Equity Interests include equity in the Peruvian Opcos, which together control the largest anchovy fishing quotas fixed by the Peruvian government. It is expected that proceeds from the CFG Peru Sale will constitute the bulk of recoveries for creditors across all Debtor entities. As part of that effort, I have reached out to hundreds of potential bidder parties,

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

and have subsequently engaged with many of them to facilitate due diligence, management presentations, and site visits. More recently, I sent resolicitation materials in March 2019 to over three hundred (300) potential bidder parties (the “Resolicitation Memorandum”) in an effort to reinvigorate interest in the CFG Peru Sale. Among other things, the Resolicitation Memorandum detailed my efforts to improve operations at the Peruvian Opcos, and to simplify and streamline the CFG Peru Sale process.

5. Despite these efforts, and due to a variety of factors outside my control, I have yet to receive an offer in the CFG Peru Sale that exceeds the CFG Peru Sale Threshold. As the Court is aware, given that the Peruvian Opcos are non-Debtor entities, their third party debt obligations cannot be compromised through the Chapter 11 process. Rather, the CFG Peru Sale must achieve a minimum threshold price sufficient to pay, *inter alia*, the Notes and Club Loan in full in cash.

6. One potential group of bidders in the CFG Peru Sale that I have not yet engaged successfully are the Sovereign Funds. While I have engaged with intermediaries and principals at several sovereign wealth funds, including one of the Sovereign Funds, it is in part the feedback and knowledge I have gained through those interactions that helped me to understand how critical an effective intermediary is in order to successfully engage with the Sovereign Funds. The Sovereign Funds have significant amounts of readily available capital, which means they have the ability to consummate a transaction like the CFG Peru Sale expeditiously and without the need for outside financing. I expect that the CFGI Equity Interests may be attractive to the Sovereign Funds.

7. Given the large amounts of capital at the Sovereign Funds’ disposal, the Sovereign Funds are attractive targets for parties marketing investment opportunities. The high

volume of transaction opportunities presented to the Sovereign Funds makes for a low likelihood of an individual transaction being evaluated by the Sovereign Funds without some additional assistance. As a result, even strategically attractive transactions may go unnoticed by the Sovereign Funds due to the sheer volume of available opportunities. I believe directly engaging the Sovereign Funds regarding the CFG Peru Sale as I have previously attempted with one of the Sovereign Funds and with other sovereign wealth funds may result in the CFG Peru Sale being overlooked as an investment opportunity by the Sovereign Funds.

8. Thus, I believe it is desirable to approach the Sovereign Funds with the help of an intermediary that has pre-existing relationships with the Sovereign Funds, and that can provide the necessary introductions and facilitate communications between the Sovereign Funds and me. The intermediary will be able to leverage its pre-existing relationships and experience with the Sovereign Funds to increase the likelihood that the CFG Peru Sale will be evaluated by the Sovereign Funds as a potential investment, and that the Sovereign Funds will move more quickly to decide whether to move forward. Asab has over a decade of experience in facilitating transactions involving the Sovereign Funds. I believe that engaging and retaining Asab as a limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds will enable me to increase the pool of potential bidders in the CFG Peru Sale by establishing strong contact with the Sovereign Funds.

**B. Services to be Provided**

9. Pursuant to the terms of the proposed limited broker agreement, substantially in the form attached to the Alansari Declaration as Exhibit 1 (the “Limited Broker Agreement”) to be entered into between Asab and me following the Court’s approval of Asab’s retention, Asab will provide the following professional services:



- (i) identify which sovereign wealth funds in the Middle East and Asia listed on Schedule A to the Limited Broker Agreement, their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A to the Limited Broker Agreement, may be interested in bidding in the CFG Peru Sale;
- (ii) facilitate introductions and communications between the Sovereign Funds and me with respect to the CFG Peru Sale;
- (iii) assist the Sovereign Funds in conducting due diligence on the CFGI Equity Interests;
- (iv) assist me in negotiating the terms of the purchase and sale agreement for the CFG Peru Sale (the “PSA”) with the Sovereign Funds;
- (v) keep me regularly apprised of any discussions between Asab and the Sovereign Funds regarding the CFG Peru Sale;
- (vi) use commercially reasonable efforts to assist me in closing the CFG Peru Sale with a Sovereign Fund if a Sovereign Fund is selected as the successful bidder, including completion of any documentation and any other necessary steps; and
- (vii) perform any other services that Asab and I mutually determine to be appropriate in furtherance of the closing a CFG Peru Sale with a Sovereign Fund.

10. Asab has extensive experience in working in the sovereign wealth fund space and has professional connections with many of the Sovereign Funds. Once Asab’s retention is approved, Asab will leverage its experience and connections to identify which specific Sovereign Funds may be interested in the CFG Peru Sale given their size, past transactions, and current focus, and then begin to facilitate communications between the Sovereign Funds and me. Asab will track all expressions of interest received and will provide regular updates to, and respond to requests for information by me.

### **C. Asab’s Compensation**

11. Subject to this Court’s approval, I have agreed to pay Asab a commission (the “Commission”) upon the closing of the CFG Peru Sale with a Sovereign Fund equal to ten

million United States Dollars (\$10,000,000) in accordance with the terms of the Limited Broker Agreement.

12. The Commission will only be paid if (i) the buyer in the CFG Peru Sale is one of the Sovereign Funds (such buyer, the “Sovereign Fund Buyer”); (ii) the Sovereign Fund Buyer was introduced to me by Asab; (iii) the purchase price in the CFG Peru Sale to the Sovereign Fund Buyer exceeds the sum of the Commission and the CFG Peru Sale Threshold;<sup>3</sup> (iv) the Court has entered an order approving the CFG Peru Sale to the Sovereign Fund Buyer; (v) the CFG Peru Sale has closed with the Sovereign Fund Buyer under the relevant PSA; and (vi) notice has been filed consistent with the requirements under the order granting this Application. For the avoidance of doubt, Asab will not be entitled to any other compensation or any reimbursement of expenses.

13. As is more fully described in the Alansari Declaration, because of the commission-based structure of Asab’s fee, and the nature of the services to be provided by Asab, I request that Asab be relieved of the obligation to maintain time records (which it does not maintain in the usual course of its business). Further, I request that the Proposed Order provide that the Commission be paid as an administrative expense<sup>4</sup> from the proceeds of the CFG Peru Sale after the closing of the CFG Peru Sale according to the Commission Procedures.

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<sup>3</sup> If the CFG Peru Sale closes to a Sovereign Fund Buyer at a price below the sum of the Commission and the CFG Peru Sale Threshold, Asab’s Commission will be reduced on a proportional basis to be equal to the percentage of the sale price to the CFG Peru Sale Threshold at the time of closing of the CFG Peru Sale. For example, if the CFG Peru Sale closes with a Sovereign Fund Buyer at a price that is equal to 90% of the CFG Peru Sale Threshold, Asab will be paid 90% of the Commission.

<sup>4</sup> Pursuant to the *Order (I) Authorizing the Chapter 11 Trustee to Obtain Intercompany Postpetition Financing on a Superpriority Administrative Claim Basis and (II) Granting Related Relief* [Dkt. No. 585] (the “Intercompany Loan Order”), amounts borrowed by CFG Peru Singapore under the Second Amended and Restated Loan Agreement, dated March 26, 2019, by and between CFGI and Sustainable Fishing Resources S.A.C. (“SFR”) as lenders and CFG Peru Singapore as the borrower (the “Intercompany Loan Agreement”) is entitled to superpriority administrative claim status over any and all administrative expense claims, which would include the Commission. It is expected that amounts borrowed under the Intercompany Loan Agreement will be setoff, (cont'd)

**D. Objectives of This Application**

14. The retention of Asab as my limited broker in the CFG Peru Sale solely with respect to the Sovereign Funds pursuant to this Application is reasonable, necessary, and appropriate. I respectfully submit that the relief requested in this Application will enable me to administer the Debtor's estate during its chapter 11 case, is in the best interest of the Debtor and its estate and stakeholders, and should be approved by the Court.

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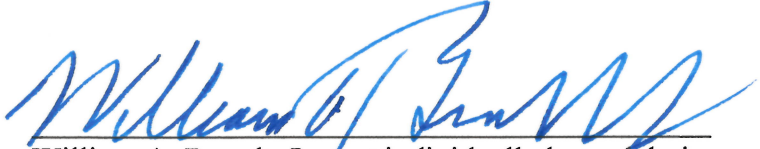
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capitalized, forgiven, or such similar or equivalent mechanism as required in a specific jurisdiction ("Netted") and considered paid in full as contemplated by the Settlement Agreement Among CFG Peru Singapore, CFGI, and SFR Netting Certain Intercompany Claims, dated April 17, 2019 (the "Settlement Agreement") approved by this Court pursuant to the *Order (I) Approving the Settlement Agreement Netting Certain Intercompany Claims Between CFGI Peru Singapore and CFGI, and Between CFG Peru Singapore and SFR, (II) Authorizing Corporate Governance Actions, and (III) Granting Related Relief* [Dkt. No. 1518]. However, there is a possibility that not all amounts under the Intercompany Loan Agreement will have been Netted under the Settlement Agreement before the closing of the CFG Peru Sale and the maturity date of the Intercompany Loan Agreement, in which case such amounts under the Intercompany Loan Agreement would technically still rank senior in priority to this Commission. In this scenario, I intend to work with CFGI and SFR to extend the maturity date of the Intercompany Loan Agreement in accordance with the Intercompany Loan Order such that the Commission can be paid in accordance with the Limited Broker Agreement and the order approving this Application without needing to wait for all amounts under the Intercompany Loan Agreement to have been Netted.

I declare under penalty of perjury under the laws of the United States of America  
that, to the best of my knowledge, information, and belief, the foregoing is true and correct.

Dated: June 7, 2019  
New York, New York



William A. Brandt, Jr., not individually but solely in  
his capacity as Chapter 11 Trustee of CFG Peru  
Investments Pte. Ltd.

**EXHIBIT C**

**Alansari Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CHINA FISHERY GROUP LIMITED (CAYMAN)</b>	:	<b>Case No. 16-11895 (JLG)</b>
<i>et al.,</i>	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>

<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CFG Peru Investments Pte. Limited (Singapore),</b>	:	<b>Case No. 16-11914 (JLG)</b>
<b>Debtor.</b>	:	<b>(Jointly Administered)</b>

**DECLARATION OF SUHAIL ALANSARI IN SUPPORT OF  
CHAPTER 11 TRUSTEE'S APPLICATION FOR AN ORDER PURSUANT TO  
BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), BANKRUPTCY  
RULE 2014(a), AND LOCAL RULE 2014-1 AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF ASAB INVESTMENT LLC AS  
LIMITED BROKER FOR THE CHAPTER 11 TRUSTEE**

I, Suhail Alansari, being duly sworn, depose and say:

1. I am a founding partner and director of Asab Investment LLC ("Asab"), a company specializing in working with and facilitating transactions involving certain sovereign wealth funds in the Middle East and Asia listed on Schedule A to the Limited Broker Agreement

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), CFGI (Singapore) Private Limited, Chanery Investment Inc. (BVI), Champion Maritime Limited (BVI), Growing Management Limited (BVI), Target Shipping Limited (HK), Fortress Agents Limited (BVI), Ocean Expert International Limited (BVI), Protein Trading Limited (Samoa), CFG Peru Investments Pte. Limited (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

(as defined below), their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A to the Limited Broker Agreement (collectively, the “Sovereign Funds”). Asab’s headquarters are located at the Costa Coffee Building, MO2, Delma Street, Abu Dhabi, United Arab Emirates. I am authorized to make this declaration on behalf of Asab in support of the *Chapter 11 Trustee’s Application for an Order Pursuant to Bankruptcy Code Sections 327(a) and 328(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1 Authorizing the Retention and Employment of Asab Investment LLC as Limited Broker for the Chapter 11 Trustee* (the “Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, I would testify competently thereto.

**A. Asab’s Qualifications**

2. Asab was founded in 2007 to identify, structure, and execute deals that involve sovereign wealth funds, including the Sovereign Funds. Asab has experience in identifying potential transactions for the Sovereign Funds, co-investing with the Sovereign Funds, and working with companies that wish to engage in transactions with the Sovereign Funds.

3. The founders of Asab have over forty (40) years of combined experience in working with the Sovereign Funds, and have deep personal relationships and long-standing professional connections with the Sovereign Funds. I began my career at the Executive Office of the Crown Prince of Dubai, and in 2006 joined the Mubadala Investment Company PJSC (“Mubadala”), a sovereign wealth fund in Abu Dhabi and one of the Sovereign Funds. During my time at Mubadala, I gained unique insights into how to connect with the Sovereign Funds.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

Mr. Yousef Al Ansari, also a co-founder and director of Asab, has extensive experience in working with the Sovereign Funds as well. Specifically, Mr. Yousef Al Ansari has twenty-two (22) years of experience at ADNOC Gas Processing (a subsidiary of the Abu Dhabi National Oil Company) in various roles ranging from procurement, administration, sales and marketing, and strategy, and six (6) years of experience at the Abu Dhabi Ship Building Company (a company founded and majority owned by Mubadala) in a senior executive capacity responsible for procurements and purchasing. Mr. Yousef Al Ansari has also held several positions in the oil and gas, real estate, energy, general trading, and automotive service investment sectors.

4. The Sovereign Funds place a great degree of emphasis on personal relationships, trust, and prior track record. Asab's prior track record in working with the Sovereign Funds allows Asab greater access to the Sovereign Funds and their key personnel as compared to other potential intermediaries. Given Asab's experience and familiarity with key decision makers at the Sovereign Funds, potential transactions presented by Asab are more likely to be given serious consideration by the Sovereign Funds. In addition, Asab is able to identify the appropriate channels at the Sovereign Funds to help ensure a transaction is evaluated and progressed expeditiously.

5. Since it was founded, Asab has been involved in six (6) deals in the energy and real estate development sectors with the Sovereign Funds, including a \$120 million joint venture partnership with a Sovereign Fund to explore and develop five (5) oil and gas sites in the United Arab Emirates.

6. While the Sovereign Funds have not been active in the Peruvian market in the past, they have participated in a number of transactions in the United States and have more recently shown an increasing interest in the Central and South American markets. In addition,



the Sovereign Funds have in recent years increased their focus on state owned industries. Thus, I believe that the CFGI Equity Interests may be attractive to the Sovereign Funds.

**B. Asab's Services**

7. Pursuant to the terms of the proposed limited broker agreement, substantially in the form attached hereto as Exhibit 1 (the "Limited Broker Agreement") to be entered into between the Chapter 11 Trustee and Asab following the Court's approval of Asab's retention, Asab will provide the following professional services:

- (i) identify which sovereign wealth funds in the Middle East and Asia listed on Schedule A to the Limited Broker Agreement, their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A to the Limited Broker Agreement, may be interested in bidding in the CFG Peru Sale;
- (ii) facilitate introductions and communications between the Chapter 11 Trustee and the Sovereign Funds with respect to the CFG Peru Sale;
- (iii) assist the Sovereign Funds in conducting due diligence on the CFGI Equity Interests;
- (iv) assist the Chapter 11 Trustee in negotiating the terms of the purchase and sale agreement for the CFG Peru Sale (the "PSA") with the Sovereign Funds;
- (v) keep the Chapter 11 Trustee regularly apprised of any discussions between Asab and the Sovereign Funds regarding the CFG Peru Sale;
- (vi) use commercially reasonable efforts to assist the Chapter 11 Trustee in closing the CFG Peru Sale with a Sovereign Fund if a Sovereign Fund is selected as the successful bidder, including completion of any documentation and any other necessary steps; and
- (vii) perform any other services that Asab and the Chapter 11 Trustee mutually determine to be appropriate in furtherance of the closing a CFG Peru Sale with a Sovereign Fund.

8. Asab will provide the services described above with respect to the Sovereign Funds during the term of the Limited Broker Agreement. For the avoidance of doubt, given that

Asab has not yet been formally engaged or retained by the Chapter 11 Trustee, Asab has not begun the process of reaching out to any of the Sovereign Funds.

9. As mentioned above, Asab has extensive experience in working in the sovereign wealth fund space and has professional connections with many of the Sovereign Funds. Once Asab's retention is approved, Asab will leverage its experience and connections to identify which specific Sovereign Funds may be interested in the CFG Peru Sale given their size, past transactions, and current focus, and then begin to facilitate communications between the Chapter 11 Trustee and the Sovereign Funds. Asab's role as an intermediary between the Chapter 11 Trustee and the Sovereign Funds will increase the likelihood that the CFG Peru Sale will be evaluated by the Sovereign Funds as a potential investment, and is especially relevant given that the Sovereign Funds are still somewhat unfamiliar with the Peruvian market. Asab will track all expressions of interest received and will provide regular updates to, and respond to requests for information by the Chapter 11 Trustee.

**C. Asab's Compensation**

10. Subject to this Court's approval, the Chapter 11 Trustee has agreed to pay Asab a commission (the "Commission") upon the closing of the CFG Peru Sale with a Sovereign Fund equal to ten million United States Dollars (\$10,000,000) in accordance with the terms of the Limited Broker Agreement.

11. The Commission will only be paid if (i) the buyer in the CFG Peru Sale is one of the Sovereign Funds (such buyer, the "Sovereign Fund Buyer"); (ii) the Sovereign Fund Buyer was introduced to the Chapter 11 Trustee by Asab; (iii) the purchase price in the CFG Peru Sale to the Sovereign Fund Buyer exceeds the sum of the Commission and the CFG Peru

Sale Threshold;<sup>3</sup> (iv) the Court has entered an order approving the CFG Peru Sale to the Sovereign Fund Buyer; (v) the CFG Peru Sale has closed with the Sovereign Fund Buyer under the relevant PSA; and (vi) notice has been filed consistent with the requirements under the order granting this Application. For the avoidance of doubt, Asab will not be entitled to any other compensation or any reimbursement of expenses.

12. Because Asab does not customarily maintain billing records, it does not maintain an accounting or computer system that can timely generate detailed billing reports or time records. Additionally, because Asab will be performing considerable activities on behalf of the Chapter 11 Trustee, such a requirement would reduce Asab's efficiency and timeliness in providing its services and would increase the corresponding cost to the Chapter 11 Trustee.

**D. Asab's Disinterestedness**

13. The Debtor has numerous creditors, equity holders, and other parties with whom they maintain business relationships. In connection with its proposed retention by the Chapter 11 Trustee, Asab undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor. Specifically, Asab obtained from representatives of the Chapter 11 Trustee the names of individuals and entities that may be parties in interest in the Debtor's chapter 11 case (the "Interested Parties"). A list of Interested Parties is provided on Schedule 2 attached hereto.

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<sup>3</sup> If the CFG Peru Sale closes to a Sovereign Fund Buyer at a price below the sum of the Commission and the CFG Peru Sale Threshold, Asab's Commission will be reduced on a proportional basis to be equal to the percentage of the sale price to the CFG Peru Sale Threshold at the time of closing of the CFG Peru Sale. For example, if the CFG Peru Sale closes with a Sovereign Fund Buyer at a price that is equal to 90% of the CFG Peru Sale Threshold, Asab will be paid 90% of the Commission.

14. Asab has researched its client database to determine its connections with the Interested Parties. Based on the results of Asab's review, it was determined that Asab has no relationships with any of the Interested Parties.

15. To the best of my knowledge, Asab: (i) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (ii) does not represent any person or entity having an interest adverse to the Debtor in connection with its chapter 11 case; (iii) does not hold or represent an interest adverse to the Debtor's estate with respect to matters on which Asab is employed; and (iv) has no connection to the Debtor, its creditors, or any other party-in-interest.

16. Asab will promptly review its files against any updated list of Interested Parties received from the Chapter 11 Trustee from time to time during the pendency of the Debtor's chapter 11 case pursuant to the procedures described herein. To the extent any new relevant facts or relationships are discovered or arise in the course of such review, Asab will promptly make additional disclosures to the Bankruptcy Court as required by Bankruptcy Rule 2014(a).

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I declare under penalty of perjury under the laws of the United States of America  
that, to the best of my knowledge, information, and belief, the foregoing is true and correct.

Dated: June 7, 2019  
Dubai, United Arab Emirates



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Suhail Alansari  
Director, Asab Investment LLC

Exhibit 1

Limited Broker Agreement

## LIMITED BROKER AGREEMENT

This limited broker agreement (this “Agreement”), dated as of [•], 2019, is made and entered into by and between William A. Brandt Jr., not in his individual capacity but solely in his capacity as chapter 11 trustee (the “Trustee”) of CFG Peru Investments Pte Limited (Singapore), a company organized under the laws of the Republic of Singapore (“CFG Peru Singapore”), and Asab Investment LLC, a limited liability company organized under the laws of the United Arab Emirates (“Asab,” and together with the Trustee, the “Parties,” and each a “Party”).

**WHEREAS**, CFG Peru Singapore is a debtor in a chapter 11 case (the “Chapter 11 Case”) filed before the United States Bankruptcy Court for the Southern District of New York (the “U.S. Bankruptcy Court”);

**WHEREAS**, On November 10, 2016, the U.S. Bankruptcy Court issued an order authorizing the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) to appoint a chapter 11 trustee in the Chapter 11 Case, and the U.S. Trustee subsequently appointed William A. Brandt, Jr. as the Trustee;

**WHEREAS**, the Trustee has been seeking a buyer in the sale (the “CFG Peru Sale”) of CFG Peru Singapore’s direct and indirect equity interests (the “CFG Equity Interests”) in CFG Investment S.A.C. (“CFG”), a company organized under the laws of the Republic of Peru;

**WHEREAS**, Asab has represented to the Trustee that Asab has the ability and experience to act as an intermediary to facilitate introductions and communications between the Trustee and the sovereign wealth funds listed on Schedule A attached hereto, their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A attached hereto (the “Sovereign Funds,” and each a “Sovereign Fund”) regarding the CFG Peru Sale; and

**WHEREAS**, this Agreement sets forth the terms and conditions by which Asab may be compensated upon the closing of the CFG Peru Sale if the buyer in the CFG Peru Sale is a Sovereign Fund.

**NOW THEREFORE**, in consideration of the foregoing premises, and of the mutual covenants and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services.**

- 1.1 Asab is hereby given the right to act as an intermediary between the Trustee and the Sovereign Funds to facilitate introductions and communications between the Trustee and the Sovereign Funds with respect to the CFG Peru Sale (the

“Services”), provided that Asab agrees to use its best efforts to perform the Services until this Agreement is terminated as herein provided.

- 1.2 The Trustee shall not retain or employ any party other than Asab to perform the Services, and shall not pay or agree to pay the Commission (as defined below) or any similar commission in connection with any party other than Asab performing the Services.
- 1.3 In relation to the CFG Peru Sale, Asab shall provide the following services to the Trustee during the term of this Agreement:
  - (i) identify which sovereign wealth funds listed on Schedule A attached hereto, their wholly or majority owned subsidiaries, or any non-subsidiary investment fund or investment company that is at least 50% funded by a sovereign wealth fund listed on Schedule A attached hereto, may be interested in bidding in the CFG Peru Sale;
  - (ii) facilitate introductions and communications between the Trustee and the Sovereign Funds with respect to the CFG Peru Sale;
  - (iii) assist the Sovereign Funds in conducting due diligence on the CFGI Equity Interests;
  - (iv) assist the Trustee in negotiating the terms of the purchase and sale agreement for the CFG Peru Sale (the “PSA”) with the Sovereign Funds;
  - (v) keep the Trustee regularly apprised of any discussions between Asab and the Sovereign Funds regarding the CFG Peru Sale;
  - (vi) use commercially reasonable efforts to assist the Trustee in closing the CFG Peru Sale with a Sovereign Fund if a Sovereign Fund is selected as the successful bidder, including completion of any documentation and any other necessary steps; and
  - (vii) perform any other services that Asab and the Trustee mutually determine to be appropriate in furtherance of the closing a CFG Peru Sale with a Sovereign Fund.

## 2. **Term; Termination.**

- 2.1 Following the execution of this Agreement by the Parties, this Agreement shall be effective on the date on which the U.S. Bankruptcy Court enters the Retention Order, and shall extend for an initial period of six (6) months (the “Initial Term”). Thereafter, this Agreement may be renewed for an additional six (6) month period upon the mutual agreement of the Trustee and Asab in writing (the “Renewed Term”).



- 2.2 In the event that the U.S. Bankruptcy Court issues an order approving a Sovereign Fund introduced to the Trustee by Asab as the stalking horse buyer, this Agreement shall automatically extend from the last day of the Initial Term, or if this Agreement has been renewed in accordance with Section 2.1, from the last day of the Renewed Term, for an additional six (6) month period.
- 2.3 This Agreement may be terminated at any time by either the Trustee or Asab by providing ninety (90) days advance notice in writing, and shall terminate automatically upon the closing of the CFG Peru Sale; provided, however, that applicable provisions of this Agreement shall survive and continue in effect to the extent necessary to provide for payment of the Commission (as defined below).
- 2.4 Notwithstanding any termination pursuant to this Section, Asab's authority shall continue as to those Sovereign Funds whom Asab introduced to the Trustee, so that if subsequent to such termination, but not more than eighteen (18) months thereafter, the CFG Peru Sale closes with such Sovereign Fund, Asab shall be entitled to the Commission (as defined below) in accordance with this Agreement. For the avoidance of doubt, payment of the Commission (as defined below) shall be conditioned upon fulfillment of the conditions enumerated in Section 4.1.
- 2.5 As soon as possible, but not more than five (5) days following termination pursuant to this Section, Asab shall furnish to the Trustee a list of all Sovereign Funds with whom Asab engaged in discussions regarding the CFG Peru Sale.
3. **Minimum Price.** Asab is authorized to act as an intermediary between the Trustee and the Sovereign Funds and facilitate communication and introductions between them with respect to offering the CFGI Equity Interests for sale to the Sovereign Funds at a gross purchase price that exceeds the sum of the Commission (as defined below) and the following (items (i) through (v) below, the "CFG Peru Sale Threshold"):
- (i) the principal, interest, costs, and expenses compensable under the terms of the third party debt documents at CFGI and its subsidiaries, including (i) CFGI's 9.75% senior notes due 2019, issued pursuant to that certain indenture, dated July 30, 2012, with CFGI as the issuer and TMF Trustee Limited as the indenture trustee; and (ii) the term loan made pursuant to that certain \$650 million facility agreement, dated March 20, 2014, by and among CFGI, Corporacion Pesquera Inca S.A.C., and China Fisheries International Limited ("CFIL") as borrowers and guarantors, the lenders from time to time party thereto, and Coöperatieve Rabobank U.A. as the agent;
  - (ii) any necessary tax payments at CFGI and its subsidiaries;
  - (iii) any administrative expense priority claims at CFG Peru Singapore and China Fishery Group Limited ("CFGL") and its debtor affiliates at which Bank of America, N.A., and Standard Chartered Bank (Hong Kong)

Limited hold claims on account of debt issued by or guaranteed by CFGL or its direct or indirect subsidiaries;

- (iv) the principal and interest incurred under that certain letter, dated August 26, 2014, by and among CFIL and South Pacific Shipping Agency as borrowers, CFGL as guarantor, and Bank of America, N.A. as lender; and
- (v) the principal and interest incurred under that certain facility letter, dated March 26, 2015, by and among Champion Maritime Limited and Growing Management Limited as borrowers, CFGL as guarantor, and Standard Chartered Bank (Hong Kong) Limited as lender.

4. **Commission.**

4.1 As compensation for the services rendered hereunder, the Trustee agrees to pay Asab (via wire transfer or other mutually acceptable means) a fee of US\$10,000,000 (ten million United States Dollars) in cash as an administrative expense<sup>1</sup> (the “Commission”) following the occurrence of each of the following conditions:

- (i) the buyer in the CFG Peru Sale is one of the Sovereign Funds (such buyer, the “Sovereign Fund Buyer”);
- (ii) the Sovereign Fund Buyer was introduced to the Trustee by Asab;
- (iii) the purchase price in the CFG Peru Sale to the Sovereign Fund Buyer exceeds the sum of the Commission and the CFG Peru Sale Threshold (except as otherwise provided in Section 4.2 below);

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<sup>1</sup> Pursuant to the *Order (I) Authorizing the Chapter 11 Trustee to Obtain Intercompany Postpetition Financing on a Superpriority Administrative Claim Basis and (II) Granting Related Relief* [Dkt. No. 585] (the “Intercompany Loan Order”), amounts borrowed by CFG Peru Singapore under the Second Amended and Restated Loan Agreement, dated March 26, 2019, by and between CFGI and Sustainable Fishing Resources S.A.C. (“SFR”) as lenders and CFG Peru Singapore as the borrower (the “Intercompany Loan Agreement”) is entitled to superpriority administrative claim status over any and all administrative expense claims, which would include the Commission. It is expected that amounts borrowed under the Intercompany Loan Agreement will be setoff, capitalized, forgiven, or such similar or equivalent mechanism as required in a specific jurisdiction (“Netted”) and considered paid in full as contemplated by the Settlement Agreement Among CFG Peru Singapore, CFGI, and SFR Netting Certain Intercompany Claims, dated April 17, 2019 (the “Settlement Agreement”) approved by this Court pursuant to the *Order (I) Approving the Settlement Agreement Netting Certain Intercompany Claims Between CFGI Peru Singapore and CFGI, and Between CFG Peru Singapore and SFR, (II) Authorizing Corporate Governance Actions, and (III) Granting Related Relief* [Dkt. No. 1518]. However, there is a possibility that not all amounts under the Intercompany Loan Agreement will have been Netted under the Settlement Agreement before the closing of the CFG Peru Sale and the maturity date of the Intercompany Loan Agreement, in which case such amounts under the Intercompany Loan Agreement would technically still rank senior in priority to this Commission. In this scenario, the Trustee intends to work with CFGI and SFR to extend the maturity date of the Intercompany Loan Agreement in accordance with the Intercompany Loan Order such that the Commission can be paid in accordance with this Agreement and the order approving this Application without needing to wait for all amounts under the Intercompany Loan Agreement to have been Netted.

- (iv) the U.S. Bankruptcy Court has entered an order approving the CFG Peru Sale to the Sovereign Fund Buyer (the “Sale Order”);
- (v) the CFG Peru Sale has closed with the Sovereign Fund Buyer under the relevant PSA; and
- (vi) notice has been filed consistent with the requirements under the Retention Order.

For the avoidance of doubt, no Commission shall be paid to Asab if the buyer in the CFG Peru Sale is not a Sovereign Fund, or if the CFG Peru Sale has not closed with the Sovereign Fund Buyer under the terms of the relevant PSA.

- 4.2 In the event that the CFG Peru Sale closes with a Sovereign Fund Buyer introduced by Asab to the Trustee at a price below the sum of the Commission and the CFG Peru Sale Threshold, Asab’s Commission shall be reduced on a proportional basis to be equal to the percentage of the sale price to the CFG Peru Sale Threshold at the time of closing of the CFG Peru Sale. For example, if the CFG Peru Sale closes with a Sovereign Fund Buyer introduced by Asab to the Trustee at a sale price that is equal to 90% of the CFG Peru Sale Threshold, Asab shall be paid 90% of the Commission.
- 4.3 If the requirements in Section 4.1(i)-(vi) have been met, the Commission shall be payable from the proceeds of the CFG Peru Sale in accordance with the Retention Order.

5. **Acknowledgement by Asab.** Asab hereby acknowledges and agrees to the following:

- 5.1 Nothing in this Agreement shall obligate the Trustee to engage in a business transaction with any Sovereign Fund. The Trustee may, in his sole discretion, refuse to enter into or consummate a business transaction with any party for any reason. The Trustee retains the right to oversee the CFG Peru Sale process as he deems appropriate, and Asab shall have no right to compel the Trustee to sell the CFGI Equity Interests to any party.
- 5.2 The CFG Peru Sale process is subject to the oversight of the U.S. Bankruptcy Court, and the Trustee in conducting the CFG Peru Sale must comply with applicable U.S. Bankruptcy Court orders including, but not limited to, the *Order (I) Approving Bidding Procedures, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Dkt. No. 716] (the “Bidding Procedures Order”) and the Sale Order as the same may be amended or superseded in the future. The Trustee shall have no obligation under this Agreement to seek any necessary approvals from the U.S. Bankruptcy Court to facilitate closing the CFG Peru Sale with a Sovereign Fund Buyer. If the U.S. Bankruptcy Court refuses to enter the Sale Order, the Trustee shall have no obligation under this Agreement to take any action, including, but not limited to, payment of the Commission.

5.3 The closing of the CFG Peru Sale is subject to the conditions enumerated in the relevant PSA. In the event that any condition enumerated in the relevant PSA is not fulfilled for any reason and the CFG Peru Sale is thereby unable to close with a Sovereign Fund Buyer, the Trustee shall have no obligation under this Agreement to take any action, including, but not limited to, payment of the Commission.

**6. Trustee's Obligations to Provide Information; Confidentiality.**

6.1 The Trustee shall furnish to, or cause to be furnished to, Asab any information the Trustee reasonably deems appropriate to enable Asab to render services hereunder (all such information, the "Information"). The Trustee recognizes and confirms that Asab shall use and rely solely on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having assumed any obligation to verify the same independently.

6.2 Asab shall maintain all confidential information received under this Agreement in accordance with the Confidentiality and Non-Disclosure Agreement between CFG Peru Singapore and Asab, dated June 7, 2019 (the "NDA").

6.3 Asab acknowledges and agrees that any breach of the NDA may result in forfeiture of the Commission in the Trustee's sole discretion.

7. **Application for Retention of Asab.** This Agreement shall be conditioned upon the U.S. Bankruptcy Court entering an order approving (i) this Agreement; and (ii) Asab's retention by the Trustee under this agreement pursuant to Sections 327(a) and 328(b) of the Bankruptcy Code (the "Retention Order"). The Trustee shall use his best efforts to obtain the Retention Order from the U.S. Bankruptcy Court, and shall supply Asab with a draft of the application for the Retention Order to enable Asab to review and comment thereon. For the avoidance of doubt, Asab shall have no obligation to provide any services under this Agreement unless the Retention Order has been entered.

Asab acknowledges that in the event that the U.S. Bankruptcy Court enters the Retention Order, payment of the Commission shall be subject to (i) the Retention Order; (ii) any applicable fee and expense guidelines; (iii) any U.S. Bankruptcy Court orders; and (iv) the terms of this Agreement.

8. **Notices.** All notices or demands given or made by one Party to another relating to this Agreement shall be in writing and either personally served or sent by registered or certified mail (postage paid, return receipt requested), overnight delivery service, or by electronic mail (e-mail) transmission, and shall be deemed to be given for purposes of this Agreement on the earlier of the date of actual receipt or five (5) days after the deposit thereof in the mail. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands shall be sent as follows:

<p><b>If to the Trustee:</b></p> <p>William A. Brandt, Jr. Development Specialists, Inc. 110 E. 42nd Street, Suite 1818 New York, New York 10017 Tel: 212-425-4141 Fax: 312-263-1180 bbrandt@dsiconsulting.com</p> <p>with a copy to:</p> <p>Lisa Laukitis, Esq. Skadden, Arps, Slate, Meagher &amp; Flom LLP Four Times Square New York, New York 10036 Tel: 212-735-3000 Fax: 212-735-2000 lisa.laukitis@skadden.com</p>	<p><b>If to Asab:</b></p> <p>Suhail Alansari, Director PO Box 2306 Asab Investment LLC Costa Coffee Building, MO2 Delma Street Abu Dhabi, United Arab Emirates Tel: +971-2-4437595 Fax: +971-2-4437595 suhail78@eim.ae suhail@biolinka.com</p>
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**9. Miscellaneous.**

- 9.1 *No Assignment.* This Agreement is not assignable by either Party without the prior written consent of the non-assigning Party. Any assignment without such prior approval is voidable by such non-assigning Party.
- 9.2 *Entire Agreement.* This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change, or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each of the Parties.
- 9.3 *Governing Law.* This Agreement, the rights and obligations of the Parties under this Agreement, and any and all disputes arising under or in connection with this Agreement, shall be governed by and construed in accordance with (i) the laws of the State of New York, without regard to any conflict of law provisions that would require the application of the Law of any other jurisdiction (other than New York General Obligations Law § 5-1401), and (ii) any applicable provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure.
- 9.4 *Submission to Jurisdiction; Waiver of Forum Non-Conveniens.* The Parties agree that any dispute, claim, or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, or the engagement contemplated by this Agreement (any of the foregoing, a “Claim”) shall be commenced in the U.S. Bankruptcy Court which shall have exclusive jurisdiction over the adjudication of such matters during the pendency of CFG Peru Singapore’s Chapter 11 Case. If the U.S. Bankruptcy Court does not have jurisdiction or

declines jurisdiction, such Claim shall be brought in the Commercial Division of the Supreme Court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York. The Parties agree and consent to personal jurisdiction, service of process, and venue of such courts with respect to any Claim, and agree not to assert the defense of *forum non-conveniens*.

- 9.5 *Authority; Representation by Asab.* Each Party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement. Each Party hereto further represents that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each of the parties hereto and constitutes the legal, valid and binding agreement thereof, enforceable in accordance with its terms. Asab represents and warrants that it is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation.
- 9.6 *Nature of Relationship.* The relationship of Asab to the Trustee hereunder shall be that of an independent contractor and Asab shall have no authority to bind, represent, or otherwise act as agent, executor, administrator, trustee, lawyer, or guardian for the Trustee, nor shall Asab have the authority to manage money or property of the Trustee or CFG Peru Singapore. The Parties acknowledge and agree that by providing the services contemplated hereunder, Asab shall not act, nor shall it be deemed to have acted, in any managerial or fiduciary capacity whatsoever with respect to the Trustee or any third party.
- 9.7 *No Waiver.* No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any term and condition of this Agreement is breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach.
- 9.8 *Counterparts.* This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned hereto have caused this Agreement to be duly executed as of the date first written above.

## **CHAPTER 11 TRUSTEE**

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**Name:** William A. Brandt, Jr., not  
individually, but solely in his capacity as  
the Trustee

**Title:** Chapter 11 Trustee of CFG Peru  
Investments (Singapore) Pte. Limited

**ASAB INVESTMENT LLC**

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**Name:** Suhail Alansari

**Title:** Director



**Schedule A**

**List of Sovereign Wealth Funds**

1. United Arab Emirates
  - a. Mubadala Investment Company
  - b. Abu Dhabi Investment Authority (ADIA)
  - c. Abu Dhabi Investment Council (ADIC)
  - d. Investment Corporation Dubai (ICD)
  - e. Dubai Holding
  - f. Meeras Holding
2. Kuwait
  - a. Kuwait Investment Authority
  - b. Kuwait Investment Company
  - c. Global Investment House
3. Oman
  - a. State General Reserve Fund of The Sultanate of Oman
  - b. Oman Investment Fund
4. Saudi Arabia
  - a. Public Investment Fund (PIF)
  - b. Saudi Arabian Monetary Agency (Investment Fund)
  - c. Kingdom Holding
5. Bahrain
  - a. Bahrain Mumtalakat Holding Co
6. Singapore
  - a. Temasek Holdings
  - b. GIC Private Ltd
7. Malaysia
  - a. Khazanah
  - b. Employees Provident Fund
  - c. Kumpulan Wang Persaraan (KWP)
8. Turkey
  - a. Turkiye Varlik Fonu

Exhibit 2

List of Interested Parties

A & A Const. E.I.R.L.	Amrop Peru S.A.C.
A & C Eng & Tech S.A.	Amsumar S.A.C.
A & R Remisse Eirl	Andes Agency Limited (HK)
A Sillon Servicios Eirl	Andes Int'l (Qingdao) Shipping Agency
A Y C Diesel E.I.R.L.	Andina De Desarrollo Ande
A&M Seguridad Y Superviven En El Ma	Andrea B. Schwartz
A.P.A.P.P.Emb Del Puerto	Andrew Llabal Johnny Chicoma Cruz
Abast. Const. Y Serv. Peru Sac	Andy Velez-Rivera
Abconser Peru Sac	Ang Sze Wee Erik
Abs Import Y Represent	Anixter Jorvex S.A.C.
Ac Tours S.A.C.	Aom Suministros Indust
ACE Field Limited (BVI)	Apang Rodz Dequiroga Lucy Elvira
Aceros Navales Vidal E.I.R.L.	Apapp Emb DI Prto Tmbo Demora
Actividades Electromecanicas	Apmisur Sac
Acuicola Mares Del Sur S.A.C.	Aprochicama
Adecco Peru S.A.	Aproferrol S.A.
Admitted Agents Limited (BVI)	Apropisco S.A.
Advokatfirmaet Schjodt AS	Aptein Sac
Agentur Valle GMBH	Aqua Foods (Qingdao) Ct. Ltd. (PRC)
Agricultural Bank of China	Aqua Management Limited (BVI)
Aimee Levine	Arana Cuyate Ronald Carlos
Aire Con Tecnologia Sac	Arana Gutrz Jrge Mercedes
Airelav S.A.C.	Araujo Lescano Genaro Ale
Alatir Limited	Araujo Lscno Gnro Aljndro
Albemarco Sac.	Arctic Raven Pelagic A/S
Albert GmbH	Arellan Tarazona Julio Cesar
Albites Corzo Ynes Aurelia	Arellano Invst. De Mkting
Albujar De Sanchez Brigida	Aremar S.R.L.
Albujar Dsanchez Brigidab	Arkkan Capital Management Ltd
Alcamp Services S.A.C.	Arkkan Opportunities Fund Ltd.
Aldea Cordova Erica Jacqu	Armas Garcia Ana Ysabel
Alexandrou, Yianna	Arocutipa Pco Karina Jdth
Alfa Laval (China) Ltd	Arroyo Chavez Gaby Mabel
Alfa Laval S A	Ars Ruber Compani S.A.C.
Alicia Leonh	ASAP Consulting Group S.A.C.
Allemant Asoc.Peritos Val	Ascde.Pescad.Artes.Dpto Mal.
Allen & Gledhill LLP	Ashurst Hong Kong
Alliance Capital Enterprises Limited (HK)	Ashurst LLP
Almacenera Del Peru S A	Asintep S.A.C.
Alvarez & Marsal	Asoc De Pescad Artes De P
Alvarez Eche Flora	Asoc De Prod De Harina
Amanda Cassara	Asoc De Product De Ha
America Express S.A.	Asociacion De Productores De Harina
America Movil Peru S.A.C.	Ass'n Depescadores Artsn

Assn Deprtva Lima Mrna Clb  
ASW Law Limited  
Athos Capital Limited  
Atlantic Pacific Fishing (Pty) Ltd  
Atlantic Shipping A/S  
Autonomy Americas LLC  
Autonomy Capital  
Av Enriq Canaval Moreyra  
Aviles Zapata Carlos Stalin  
Ayala Quinones Roberto Jesus  
Azabache Caracciolo Eirl  
Badinotti Peru S.A.  
Bafing S.A.C.  
Baker & McKenzie  
Baker & McKenzie International  
Banco de Credito del Peru Copeinca  
Bank of America, N.A.  
Bank of Communications, Qingdao Branch  
Bank of Panshin  
Baraka Seari Limited  
Beighton, Kris  
Bello Herrera Crls Albrto  
Beltran Gris Y Asociados  
Bernuy Curo Carlos Danilo  
Best Concept (Far East) Limited (HK)  
Bestmate Investments Limited (Samoa)  
Bhatia Sarita  
Blas Oliva Emerita Jsfna  
Blondet Medina Armando  
Blondet Torres Raul Arm.  
Blue Pacific Oils S.A.  
Boardroom Corporate & Advisory Services  
Pte Ltd  
Boardroom Corporate Services (HK)  
Boies Schiller Flexner LLP  
Bonaire Developments Limited (BVI)  
Bonavista S.A.C.  
Borja De Pach. Nely Edelm.  
Boss-Tech Sociedad Anonima Cerrada  
Bp Servicios Globales S.A.C.  
Bpo Tank Terminals S.A.0  
Brandberg (Mauritius) Investments Holding  
Ltd  
Brandberg Namibia Investments  
Brian S. Masumoto  
Brough, Paul Jeremy

Bryan Cave LLP  
Bumble Zarate Marlin  
Burlington Loan Management Designated  
Activity Company  
Business Consultants Limited  
Caballero Otoya Jaime  
Cabrera Bertini Patricia  
Cadenas Industriales S.A  
Calizaya Pastor Rosa Elvira  
Callao Yache De Hinojosa  
Cantuarias Ortiz Ls Hbrto  
Caporal Ramos Juan Andres  
Carlyle  
Carnero Eguiluz Carmen Lindaaura  
Carnero Eguiluz Raul Mart  
Carolina Garcia Sayan Roca  
Carrizales De Jimenez Maria  
Carrizales Dejimenez Maria Del Rosario  
Carter, Ledyard & Milburn LLP  
Caryant E.I.R.L.  
Caycho Dulanto Margarita  
Cayo Morales Victor Ramon  
Cert Del Peru S A Cerper  
Certificaciones Del Peru S A Cerper  
CFG Investment S.A.C.  
CFG Investments Shanghai Ltd. (PRC)  
CFG Peru Investments Pte. Ltd. (Singapore)  
CFGL (Singapore) Private Limited  
CGIA Ambiental Eirl  
Chailease International Financial Services  
Co.  
Champion Maritime Ltd (BVI)  
Champion Shipping Limited (BVI)  
Chan Tak Hei  
Chan, Yiu Fai  
Chanery Investment Inc. (BVI)  
Chang Hwa Commercial Bank, Ltd.  
Chasterton Group Limited (BVI)  
Chavez Felipa Yov. Magdl.  
Chavez Felipa Yovana Mag  
Chee Hoong Chee  
Chen Mingkang  
Cheng Peck Lee  
Cheong Kai Tjieh Augustine  
Cheuk M. Ng  
Chicoma Cruz Andrw Llabal Johnny

Chief Judge Cecelia G. Morris	Comercial Proveeduría Yesica S.R.L.
Chiksano Management Ltd	Comercializadora Lorens S.A.C.
China CITIC Bank International Limited	Comercializadora Sachun S.A.C.
China Cold Chain Food Products Trade Development Limited (BVI)	Comercializadora Y Servicios Bodser
China Cold Chain Group Limited (BVI)	Comercl. Paolas Eirl
China Fisheries International Limited (Samoa)	Comercl. Sol Y Mar Eirl
China Fishery Group Limited (Cayman)	Comercl. Y Servs Bodserg
China Fishery Group Limited (HK)	Comfer S A
China Minsheng Banking Corp, Ltd.	Compa CFG Investment S.A.C. (Peru)
Chinchay Caballa Serapio	Compariia Almacenera S.A.
Chirinos Delfin Carlos Alberto	Comtrate S.A.C.
Chirinos Delfin Cris Albrto	Con Turis Host El Bumerang
Ch'ng Ai Lee	Concept China Investment Limited (HK)
Christine Black	Conf Atlanta Srltda
Chumpitaz Fritz Service S.R.L.	Conf Cardenas S.A.
Cia Importadora Derteano & Stucker	Confeciones Atlanta Srltda
Cia.Indust De Pisco S.A.C.	Confeciones Cardenas S.A.
Cistar Tech Hk Ltd.	Conmetal E.I.R.L.
CITIC Securities International Company Limited	Conred Limited (HK)
Citicorp International Limited (as Trustee)	Consorcio Joviza S.A
Citra Usa Inc.	Consorcio Servimport Sac
City North District, Shanghai Electricity	Consorcio Sery S.A.C.
CJSC Invest Group	Consorcio Vollmacht S.A.C. (Peru)
Clamford Holding Limited (BVI)	Consorcio Turistico Hostal El Bumerang E.I.R.L.
Clarke Ey Korla Lawyers	Const Y Sery Milla Eirl
Clifford Chance	Constr E Inmobiliaria Sta
Climber World Peru S.A.C.	Constr Y Repar Marinas
Climber World Peru S.R.L	Constr. Y Negocios Multiples Kayros Sac
CLSA Capital Markets Ltd	Construccion Y Servicios Milla E.I.
Cm Reparaciones Navales Indust. Sac	Construcciones E Inmobiliaria Jj S.
CMS Albinana & Suarez	Constructora E Inmobiliaria Standar
Cntrl Remoto Y Seguridad Hasac Sociedad Anonima Cerrada - Coreseha S.A.C.	Constructora War Sac
Co Almacenera S.A.	Constructora Y Comercializadora Dal
Code Sery Gen Soc De R.L	Contugas Sac
Coesti S.A.	Cooperatieve Centrale Raiffeisen- Boerenleenbank B.A.
Coesti Sa	Cooperativa De Ahorro Y Credito Efi
Coinbiser S.R.L.	Cooperative Rabobank U.A.
Collantes Salv. Nat. Dina	Copeinca AS (Norway)
Colpex Intl S.A.C.	Copeinca Internacional S.A.
Com Lorens Sac	Copeinca SAC (Peru)
Com Paolas E.I.R.L.	Copemargi S.A.C.
Comercial Del Acero S A	Copemary S.A.C.
	Coremasa S.A.C.
	Corn Prov Yesica S.R.L

Corp De Lab De Ensay Clin  
Corp E Invers Mar Azul  
Corp Hidraulica Tecnica  
Corp Horus Mar S.A.C.  
Corp Mega Gourmet Sac  
Corp Palvar S.A.O  
Corp Pesquera Inca Sac  
Corp South Naval S.A.  
Corp T & T S.A.C.  
Corp Walter S.A.C.  
Corporacion E Inversiones Mar Azul  
Corporacion Empresarial D & B S.A.C.  
Corporacion Hidraulica Tecnica Sac  
Corporacion Mara S.A.  
Corporacion Mega Gourmet S.A.C.  
Corporacion Mg Sac  
Corporacion Palvar Sac  
Corporacion Pesquera Edc Sac  
Corporacion Pesquera Frami S.A.C. (Peru)  
Corporacion Pesquera Herma Sac  
Corporacion Pesquera Inca S.A.C. (Peru)  
Corporacion T & T Sac  
Corporacion Walter Sac  
Cortijo Hj Manuel Antonio  
Costa Gas Chimbote S.A.C.  
Costamar Travel Cruise & Tours S.A.C.  
Cowell & Lee Advisors Limited  
Cowell & Lee Asia Credit Opportunities  
Fund  
Creation One Management Limited  
Criterium Peru S.A.C.  
Critical Sac  
Critical Solutions S.A.C.  
Csi Renting Peru S.A.C.  
Curtis, Mallet-Prevost, Colt & Mosle LLP  
Danny A. Choy  
Dasha Service E.I.R.L.  
Data Consulting Empresa Individual  
David Lim & Partners  
Davidson Kempner Capital Management  
Davis Limited (HK)  
Davis Polk & Wardwell LLP  
Dayana Import Peru Sac  
DBS Bank (Hong Kong) Limited  
Institutional Banking Group  
De La Cruz Martinez Felix

De La Torre Cadenas Rosa  
De Rivero Castro Roberto Victor  
Decaman Group Eirl  
Deloitte & Touche Financial Advisory  
Services Limited  
Deloitte Touche Tohmatsu  
Denis Chang's Chambers  
Denver Ingenieros S.A.C.  
Des Pesq Artes De Chancay  
Desembarcadero Pesq Artesanal De  
Chancay  
Det Norske Veritas Sociedad Anonima  
Detroit Diesel - Mtu Peru S.A.C.  
Deutsche Bank AG, Hong Kong  
Deutsche Bank Luxembourg S.A.  
Development Specialists, Inc  
Dextra Sociedad Anonima Cerradant  
Diamond Capital  
Dicomersa S.A.C.  
Diez Representaciones Sa  
Directv Peru S.R.L.  
Disergor S.R.Ltda.  
Dist Stefany E.I  
Dist Villar E I  
Distr Ancash Srl  
Distr Cummins Peru S.A.C.  
Distr Las Dunas S  
Distribuidora Ancash S R L  
Distribuidora Cummins Peru S.A.O  
DLA Piper Hong Kong  
Dme Consulting E.I.R.L.  
Dobroflot Group  
Don Fernando Sac  
Donayre Becerra Carlos Jv  
Double Haven Capital (Hong Kong) Limited  
DoubleLine Capital LP  
Drew & Napier LLC  
Dsd Ingenieros Asociados S.A.C.  
Dulanto Huertas Mayra  
DVS-R Pte. Ltd.  
Dynamic Choice Limited (HK)  
E & L Florian Servicios Generales S.R.L.  
E&J Martinez Ingenieria & Construccin  
S.R.L.  
Eartec E.I.R.L.  
Ebisu Consulting S.A.C.

Eca Martinez Pedro Pablo  
Eca Temoche David  
Eche Sanchez Gregorio  
Echeandia Paiva Augusto  
Ecrafys S.R.L.  
Edward Nathan Sonnenbergs Inc.  
Eficiencia Electrica E Ingenieria  
Importadores Sociedad Comercial De  
Responsabilidad El Kebir S.A.0  
EG Capital Advisors  
El Pacifico Peruano-Suiza Cia Seg Y Rea  
El PacifVida Cia De Seguros Y Reaseg.Sa  
El Parque Restaurant S.A.0  
El Portillo S.R.L.  
Electro Ferro Centro S.A.C.  
Electrodata S.A.C.  
Electrodunas  
Electromecanic Service E.I.R.L.  
Electronic Systems International S.  
Ellen Chirinos Oswaldo Al  
Emapisco S.A  
Emelyanov, Roman  
Emerald Nirwana Sdn. Bhd. (Malaysia)  
Emj Serv. Mult Srl  
Emj Serv. Multiples S.R.L.  
Emp Comercializadora  
Emp De Servicios Mult  
Emp De Sery Mlti Arturo  
Emp De Sery Mult La Sol.  
Emp De Sery Multiples La  
Emp De Sery Tiburon S.A.C.  
Emp Nacional De Puertos S A  
Emp Pesquera Andrecalix  
Emp Pesquera Narcisa De J  
Emp Transp Cruz Del Norte  
Emp.De Transp Y Mult Grup  
Emp.De Transp.Y Multis.Grupo Leo Sa  
Emp.Reg.Serv.Pub.Elect.Electrosur S.A.  
Emp.Trans.Serv.Grls.Quiromi S.C.R.L.  
Empresa De Ingen Y Montaj  
Empresa De Servicios Guerrero S.A.0  
Empresa De Servicios Tiburon S.A.C.  
Empresa De Trans Cruz Del Norte Sac  
Empresa De Transp Aur Eirlo  
Empresa De Transp Turist

Empresa De Transporte Turistico Olano  
S.A.  
Empresa De Transportes Anticona S.R.L.  
Empresa De Transportes Baby Tours S.A.0  
Empresa Pesquera Branimar Sac  
Empresa Pesquera En Ti Confio Srl  
Empresa Pesquera Jesus En Ti Confio Srl  
Empresa Pesquera Joalmi Srl  
Empresa Pesquera Maria Del Rocio Srl  
Empresa Pesquera Saliente Marina Sac  
Empresa Pesquera Salomi  
Empresa Pesquera Tio Caramelo Srl  
Energias Del Mar S.A.C.  
Energgroup S.A.  
Enerkory S.A.C.  
Enrique Cassinelli E Hijos Sac  
Entel Peru S.A.  
Entie Commercial Bank Co.  
Entie Commercial Bank Co., Ltd.  
Entregas Rapidas S.A.C.  
Epiq Bankruptcy Solutions, LLC  
Epiq Systems Limited  
Equip De Sistemas Metalic  
Equip Y Controles Indust  
Equipos Y Controles Industriales Sa  
Ercilia A. Mendoza  
Eric Hui  
Ernst & Young Asesores S.Civil De R. L.  
Esc.Nac.De Marina Merc. Alm.Miguel  
Espnza Fbre Oswlido Mart  
Est Luis Echecopar Garcia  
Estacion De Servicio Samoa  
Estacion De Servicios Samoa S.A.C.  
Estructuras Industriales Ega S A  
Estudio Luis Echecopar Garcia S.R.L  
Estudio Muniz S.A.C.  
Estudio Osterling S. Civ  
Eurofish Limited Company (BVI)  
Europaco (AP) Limited (BVI)  
Europaco (BP) Limited (BVI)  
Europaco (EP) Limited (BVI)  
Europaco (GP) Limited (BVI)  
Europaco (HP) Limited (Hong Kong)  
Europaco (QP) Limited (Samoa)  
Europaco Limited (BVI)  
Everfine Memberships Limited

Excel Concept Ltd  
Extintores Coimser S.A.C.  
F Eberhardt S A  
Fab.Montajes Y Sery Armij  
Fabricaciones Indust D&Fe  
Fabricaciones y Reparaciones Industriales –  
FMERM S.R.L.  
Faco Ing Soc'd Anonma Cer  
Faco Ingenieros Sociedad Anonma Cer  
Factoria Agromar S.A.C.  
Factoria Miguel Grau S.R.L.  
Faemgu E.I.R.L.  
Fajas Y Empaquetaduras Gutierrez E.  
Famegah Contr Gen S.A.  
Fameinduz Sac  
Fameinduz Sociedad Anonima Cerrada  
Fantastic Buildings Limited (BVI)  
Fastact Group Limited (BVI)  
Fca Nac De Acum Etna S A  
Felipa De Ascona Luisa Ju  
Fer Pacifico S.R.L.  
Fernandez Heraud & Sanchez Abogados  
Ferreyros S.A.  
Ferreyros Soc'd Anonima  
Fibras Marinas S.A.  
Fibras Marinas Sa  
Fiestas Periche Norberto Rolando  
Fiestas Querevalu Percy Rolanod  
Fiestas Querevalu Raul Wilfredo  
First Commercial Bank, Ltd.  
Fishman S.A.C.  
Fitcon Group S.A.C.  
Flores Taxi K & A S.A.C.  
Flottweg Peru S.A.C.  
Flow Machines S.A.C.  
Flujomatica S.R.L.  
FM Corporation (China) Limited  
Fmrem S.R.L.  
Foo Seak Chee  
Forbes Hare LLP  
Force Seals Security S.A.C.  
Fortress Agents Limited (BVI)  
Fortune Midas Limited (BVI)  
Fosun Group  
FTI Consulting  
Fubon Bank (Hong Kong) Limited

Fuji Trading Co., Ltd.  
Full Enrich Limited (HK)  
Full Pak Peru Bulk Containers S.A  
Fund Y Maestranza Ind Srl  
Fyr Inversions Comerc  
G.F Marine Service Co., Ltd  
G.I. Industria Peru S.A.C.  
G.I. Industria Peru S.A.O  
Gain Star Management Ltd  
Gallo Barrios Pickmann Sociedad Civil De  
Responsabilidad Limitada  
Galvezrissozegarra & Asoc  
Garrido E.I.R.L.  
Gelmer SAS (France)  
Generavapor S.A.  
GenNex Financial Media Limited  
Gewalt Peru Sac  
Global Research Group Inv. (BVI)  
Global Research Services Inc. (BVI)  
Glorious Ocean Limited (HK)  
Gmc Servicios Industriales S.A.C.  
Goalco Ingenieros S.A.C.  
Gobierno Regional Piura  
Goh, Grace  
Golden Target Pacific Limited  
Goldin Associates, LLC  
Gonzales De Valderrama Maria Magdalena  
Gordillo Jacinto Toribia  
Grados Dulanto Susana Hortencia  
Grafica Montenegro S.A.0  
Grand Success investment (Singapore) Pte  
Ltd  
Grandluck Enterprises Limited (HK)  
Grandway Capital Resources Limited (HK)  
Grandwell Investment Group Ltd  
Grant Thornton Recovery  
Grau Abogados  
Green Care Del Peru S.A.  
Greenberg Traurig LLP  
Greg M. Zipes  
Growing Management Limited (BVI)  
Grupo Hierro S.A.C.  
Grupo Shanoc S.A  
Grupo Tecnologico Del Peru S.A.  
Grupo Tranex S.A.C.  
Grupo Venture S.A.0

Gs-Hydro Hong Kong Ltd  
Guadamos Garcia Luis Alberto  
Guangtai Trading Ltd.  
Guerra LiAn Fernando Cesar  
Guy A. Van Baalen  
Gyakiva Business S.A.0  
Haarslev Industries S.A.C.  
Haldanes  
Halperin Battaglia Benzija, LLP  
Hamburg Sud  
Han Kai Ching  
Hanjin Shipping Co, Ltd  
Hansabay Pte Ltd.  
Harmony Advisors Limited  
Heng Holdings (BVI) Limited  
Henry Alvarez Cano Eir  
Hidrandina S A  
Hidroquimica Industrial S.A  
Hidrostal S A  
High Power S.A.  
High Service International S A C  
Hill Cosmos International Ltd  
Hnos. Panta Alvarez S.R.L  
Hogan Lovells US LLP  
Hon & Co  
HongKong Haichen International Logistics Ltd  
Hora, Robas-Cassinelli & Gonzales-  
Host Y Turis El Parque Ii  
Hostal - Restaurant El Candelabro S.A.C.  
Hostal Los Flamencos Sac  
Hostal Rey EIRL  
Hostales Y Turismo El Parque Ii Sociedad Anonima Cerrada  
Hotel Buenos Aires S.R.L.  
Hotel Chiribaya S.R.L.  
Hotel Nuevo Amanecer E.I.R.L.  
Hotel Playa Escondida S.A.0  
Houlihan Lokey  
Huaman Arbulu Jose Julio  
Huanri Lopez Sergio  
Huatong Electrical Distribution Department  
Huaxia Bank  
Hutch Capital Advisors  
Hydraulic & Hidrostatic Eirl  
I Mabri Films S.A.C.

Ian Morton  
Iberoamericana De Plasticos S.A.C.  
Ibm Del Peru S.A.C.  
Iffo Rs Limited  
Ilusion Rodriguez  
Inmobiliaria Y Constructora Pahk S.A.C. (Peru)  
Inmobiliarie Gainesville S.A.C. (Peru)  
Imp De Rodamientos S.A.C.  
Imp Rios Mechan Diessel S  
Imp Sihi Chile Ltd Suc Per  
Imp Y Repres Orellana S R  
Import 360 S.A.C.  
Import Y Repres Orellana S R Ltda  
Importaciones Gelco Sac  
Importaciones Rios Mechan Diessel S  
Importadora Sihi Chile Ltda.Suc. Pe  
Indokru Pratama Samudra  
Indust Vetsi Intl S.A.  
Industrial and Commercial Bank of China  
Industrial Vetsi Internacional S.A.  
Industrias De Transformaciones Meta  
Industrias Zinke S. A.  
Infinito Consultores De Imagen Y Es  
Infralinks, Inc.  
Ingenier.Mecanico Metalurg & Consul  
Ingenieria, Fabricacion Y Montaje S  
Inmaculada Virgen De Guad  
Inmaculada Virgen De Guadalupe Sac  
Innovaquimica S.A.  
Insmersac  
Inspect Sery Peru S.A.C.  
Inspectorate Services Peru S.A.C.  
Inst Mec Y Repar Navales  
Instel Maco E.I.R.L.  
Inter Test Sery Peru S.A  
Interkronos, LLC  
International Paint (Hong Kong) Ltd  
Intraco Global Investment Ltd  
Intralinks, Inc.  
Inver Divino Cautivo Sac  
Inver Karina Eirl  
Inver Mares Peru S.A.C.  
Inver Pesqueras Don Max S  
Inver Pesqueras Snta Hilaria  
Inver Seval E.I.R.L.



Inver Turist Marzuq Sac  
Inver Turisticas Marzuq  
Inver Y Nego Don Julio E  
Inver Y Sery La Roca Ete  
Invers. Peru Platinum De Chimbote S  
Inversiones Flash Eirl  
Inversiones Karina Eirl  
Inversiones Mares Peru S.A.C.  
Inversiones May E.I.R.L.  
Inversiones Pesqueras Junior Sac  
Inversiones Pesqueras Mi Ketty Sac  
Inversiones Pesqueras West S.A.C. (Peru)  
Inversiones Seval E.I.R.L.  
Inversiones Y Proveedor  
Inversiones Y Proveedores Amalia Sa  
Inversiones Y Serv.La Roca Eterna E  
Inversiones Y Servicios De Los Ande  
Inversiones Y Servicios Generales S  
Ione Finc'l Press Limited  
Irish Stock Exchange  
Isabel Herrera Abogados S. Civil De  
Isopetrol Lubricants Del Peru S.A.0  
Italmeccan S.A.C.  
Itgh S.A.C.  
Ittsa  
J & M Refrigeracion E.I.R.L.  
J N Aceros S A  
J. Wiludi & Asociados Consultores En  
Pesca SAC (Peru)  
J. Wiludi & Asociados SAC (Peru)  
J.P. Morgan  
Jacinto Panta Crescencio  
Jacinto Panta Victorino  
Jade China  
Jahesa S.A.  
JCNG Investment Limited  
Jf Hillebrand Chile Ltda  
Jimo Huifengyuan Labour Supply Center  
Jiu Li Rope Co.,Ltd  
Join Power Assets Limited (BVI)  
Joseph Allen  
Joshua Taylor  
Jrb Consultores Sac  
Js Lab Support S.A.C.  
JSC DOBROVOLNIY FLOT  
Jsi Pacific, Inc.

Judge James L. Garrity  
Judge Martin Glenn  
Judge Mary Kay Vyskocil  
Judge Michael E. Wiles  
Judge Robert D. Drain  
Judge Robert E. Grossman  
Judge Sean H. Lane  
Judge Shelley C. Chapman  
Judge Stuart M. Bernstein  
Julca Sanchez Reynaldo Trinidad  
K&L Gates LLP  
Kalypzus Services S.A.0  
Kalypzus Trading Sac  
Kathleen Schmitt  
KBC Bank Limited  
KCS Corporate Services Pte. Ltd.  
Kelley Drye & Warren LLP  
Kemars E.I.R.L.  
Kirkland & Ellis  
Klestadt Winters Jureller Southard &  
Stevens, LLP  
Kohlberg Kravis Roberts, KKR Asia  
Limited  
Konstantin Liakh  
Korea Development Bank  
KPMG  
Kurmi Color S.A.C.  
Kwok Yih & Chan  
Kyoshoku Marketing Co. Limited (Japan)  
L.A Electric E.I.R.L.  
La Llave S.A.  
Lamartrade Peru S.A.C.  
Laos De Lama Eduardo Jose Atilio  
Lap Wai Paper Products Investment  
Lasaponara Distr S.A.  
Lau Chung Carlos  
Lawson, Alexander  
Lee Han Chew  
Lee Yuit Chieng  
Lee, Po Chun  
Legal Element  
Leung Wai Law Firm  
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Lianyungang Zhonglian Fishery Co. Ltd  
Lim Chun Yip David

Lim Song-Ann  
Lim Soon Huat  
Lim Soon Kiat  
Lim, Soon Hock  
Limited Liability Co. "Albatros"  
Limtek Servicios Integral  
Limtek Servicios Integrales S.A.  
Linda Riffkin  
Linde Gas Peru S.A.  
Linklaters  
Lions City Investment Inc. (BVI)  
Lisa Penpraze  
LLC Investment Company Kredo (Russia)  
Lomote Tamayo Isaac Cecilio  
Lopez Avalos Efrain Cirilo  
Lopez Diaz Yicenia Carolina  
Low Soo Chin  
Low Soo Chin / Ch'ng Ai Lee  
Lowenstein Sandler LLP  
Loyal Mark Holdings Ltd  
Lsm E.I.R.L.  
Luskin, Stern & Eisler LLP  
M & M Trading S.R.Ltda.  
M & N Sociedad Comercial De  
M Y G Transportes Y Servi  
Maclau Servicios Eirl  
Macro Capitales S.A. (Panama)  
Macrotecnica S.A.C.  
Maduerio Calizaya Teodoro Maximo  
Magnolia Road Capital LP  
Malayan Banking Berhad, Hong Kong  
Branch  
Man Diesel & Turbo Peru S.A.C.  
Mang. Hidraul Y Agrícolas E  
Mangueras Hidraulicas Y Agrícolas E  
Mannucci Diesel Sac  
Mar De Guerra Del Peru  
Mar Nort Invers E.I.R.L.  
Mar Seguro Group Sac  
Marco Peruana S A  
Maria Catapano  
Mariluz Benites Percy Ceferino  
Marines Force S.A.C.  
Marnets S.A.C.  
Marnets Soc'd Anonima Cer  
Martin & Mauricci Consultores Emp.A

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Maskim Ermokhin  
Mayer Brown JSM  
Mc Trade S.A.C.  
Mediterranean Shipping Company S.A.  
Medrano Rosas Carmen Roci  
Mendez Abogados S.A.C.  
Mendez Silva Elva Carla  
Meneses Bermudez Ruth Elena  
Meneses Mostajo Lourdes Soledad  
Menzala Motors Sociedad Anonima Cer  
Meprotec S.A.C.  
Mercer, Inc.  
Meridian Investment Group Pte Limited  
Merieux Nutrisciences Corporation  
Merino Diaz Evelyn Del Rosario  
Messer Gases Del Peru Sa  
Messrs. John C H Suen & Co  
Metalprotec S.A.C.  
Metalurgica Quimica Sac  
Metro E Ingenieria Lino Sac  
Metro Island International Ltd  
Metro Win Inc. Ltd (In Liquidation)  
Meyer, Suozzi, English & Klein, P.C.  
Meza Sagastegui Pablo  
Middleton, Edward Simon  
Millennium Capital Management Pte Ltd.  
Min Chuan Kueh  
Min De Transp Y Comu  
Ministerio De La Produccion  
Miranda & Amado  
Miranda Chaves Juan Jose Domingo  
Mission Excel International Ltd  
Mitsui Osk Lines. Ltd  
Modern Energy Holdings Limited (BVI)  
Monarch Alternative Capital  
Monarch Master Funding Ltd.  
Mondeo Trading S.A.C.  
Monsante Eirl  
Montanez Munoz Reynaldo Miguel  
Montero Anton Basilides  
Montesinos Gomez Marino Primitivo  
Moody's Investors Service Hong Kong  
Limited  
Moody's Investors Service, Inc  
Moran Murioz Ever Francisco

Moreno Sandoval Fallon Janina  
Moses & Singer LLP  
Mostacero Fajardo Henry Milton  
Mourant Ozannes Service (Hong Kong) Ltd  
Movitecnica S A  
Mr Yash Paul & Bhatia Santa Mrs Yash  
Paul Gupta  
Msiceres S.A.C.  
Mu Kwek Fei  
Mu Quek Siong  
Multiservicios Giomar S.R.L.  
Multiservicios Tav Eirl  
Mun Distr De Chancay  
Muna Lim Bt Abdullah  
Munayco Valdez, Luis Fernando  
Municipalidad Distrital D  
Municipalidad Distrital De Chancay  
Municipalidad Provincial De Sechura  
Municipalidad Provincial Del Santa  
Munoz Diaz Vicente  
MuYOz Diaz Vicente  
Myrna R. Fields  
Mys Fabr Y Montaj es Eirl  
Mys Fabric Y Montajes  
N & J Serger S.R.Ltda  
N.S. Hong Investment (BVI) Limited  
Nadia S.A.  
Nadkarni Joseph  
Nantong Antarctic Marine Equipment Co.,  
Ltd  
National Fish and Seafood Inc. (US)  
National Fish and Seafood Ltd (HK)  
Natprop Investments Limited (Coop Islands)  
Nautilus Service E.I.R.L.  
Navales S.A.C.  
Negociaciones Marinas Del Sur E.I.R  
Negocios Corp Suarez Sac  
Negocios Pesqueros Maxomar Eirl  
Negocios Xiomy & Chavely Eirl  
Nellagroup S.A.C.  
Neptunia  
Nesinper S.R.L.  
New Millennium Group Holdings Limited  
(BVI)  
Newbon Marine Co., Ltd.  
Nexo Lubricantes S.A.

NFS Management Ltd (HK)  
Ng Joo Kwee  
Ng Joo Siang  
Ng Teng Kuang  
Ng Teng Kuang and Sng Kiat Huang  
Ng, Joo Puay  
Ng, Joo Thieng  
Ng, Joo Yau  
Ng, Puay Yee  
Ng, Weng Sin  
Nguyen, Van Tu, Peter  
Nicholas James Gronow  
Nidaro International Limited (BVI)  
Nippon Fishery Holdings Limited (BVI)  
NJK Investment Ltd.  
NLC Law Asia LLC  
Nomura International (Hong Kong) Limited  
Norsac S.A.  
North Atlantic Eirl  
Nouvelle Foods International Limited (BVI)  
Ocean Expert International Limited (BVI)  
Ocean Kingdom Enterprises Limited (HK)  
Oceanico Group Sea Eirl  
Och-Ziff Capital Management Group LLC  
Oleaginosa Huacho S.A.C.  
Oleotanks Paita S.A.C.  
Olva Courier S.A.  
Omnia Solution S.A.C.  
Onn Profits Limited (BVI)  
Org Negocios Generales Sa  
Orient Ocean Limited (BVI)  
Osterling Abogados  
Oxi Venta Alquiler Y Sery  
OZ SG Investors, LLC  
P & Q Tecnica S.A.C.  
PA Capital Investment Limited (BVI)  
Pacific Andes (EP) Limited (BVI)  
Pacific Andes (Europe) Limited (BVI)  
Pacific Andes (HP) Limited (HK)  
Pacific Andes Development Limited (BVI)  
Pacific Andes Development Sdn. Bhd.  
(Malaysia)  
Pacific Andes Enterprises (BVI) Limited  
Pacific Andes Enterprises (Hong Kong) Ltd.  
Pacific Andes Food (BVI) Limited

Pacific Andes Food (Hong Kong) Company Limited  
Pacific Andes Food Limited (PRC)  
Pacific Andes International Holdings (BVI) Limited  
Pacific Andes International Holdings Limited (Bermuda)  
Pacific Andes Resources Development Limited  
Pacific Andes Treasury Management Ltd (BVI)  
Pacific Andes Vegetables, Inc. (BVI)  
Pacific Fruit Trading Limited (HK)  
Pacific Innovation (BVI) Limited  
Pacific Marine Supply Co., Ltd  
Pacifico S.A. Ent. Prestadora De Sa  
Paco Alpha Limited (BVI)  
Paco Beta Limited (BVI)  
Paco Gamma Limited (BVI)  
Paco Kappa Limited (BVI)  
Paco Sigma Limited (BVI)  
Paco Theta Limited (BVI)  
Paco Zeta Limited (BVI)  
Paco-EP Limited (Cyprus)  
Paco-GP Limited (Cyprus)  
Paco-HP Limited (Cyprus)  
Pacos (QP) Limited (Cyprus)  
Pacos Processing Limited (Cayman)  
Pacos Trading Limited (Cayman)  
PAE Ltd.  
Paggi Eirl  
Paitan S.A.C.  
Paitan Sac  
Paiva Martinez Eliseo  
Paloma Partners  
Paniagua Jara, Francisco Javier  
Panta Ipanaque Venancio  
Panta Panta Eduardo  
Panta Panta Hector  
Panta Panta Leonardo  
Panta Panta Pablo Cesar  
Panta Periche Crescencio  
Panta Periche Froilan  
Paramount Holdings Limited  
PARD Trade Limited (BVI)  
Parkmond Group Limited (BVI)

Paul K. Schwartzberg  
Pazo Reyes Silvestre  
Peaklane Development Limited (BVI)  
Peaksville Limited (UK)  
Pelican Food Limited (BVI)  
Perales & Asociados Abogados S.C.R.  
Perales & Asociados, Abogados Socie  
Perez Acasiete Viviana Aurelia  
Perez Trillo Katherine Da  
Perez Trillo Katherine Dassna  
Periche E.P. Celestino  
Periche Inga Jose Feliciano  
Perla Adrianzen Basilides  
Peru Broker S A  
Perun Limited  
Pesq Mi Yahve Grp Eirl  
Pesquera Caral S.A.  
Pesquera Cent S.A.C.  
Pesquera Dar Sac  
Pesquera Diamante S.A.  
Pesquera Don Adolfo Eirl  
Pesquera Dona Carolina Sa  
Pesquera Doria Paula Eirl  
Pesquera Escar S.A.C.  
Pesquera Faipa Srl  
Pesquera Gregoria Eirl  
Pesquera Hayduk S.A.  
Pesquera Jesus Sobre Las Aguas Srl  
Pesquera Jose Isidro Sac  
Pesquera Kellymar S.R.L.  
Pesquera Llenmar E.I.R.L.  
Pesquera Mi Carmelita Srl  
Pesquera Mi Chalponcito Eirl  
Pesquera Mi Herminia Srl  
Pesquera Rosario Sa  
Pesquera Tambo Srl  
Pesquera Zemar Sac  
Petrol Del Peru Petroperu  
Petroleos Del Peru Petroperu Sa  
PFB Fisheries BV (Netherlands)  
Pfc Ent Prestadora De Sa  
Philippi, Prietocrrisoza, Ferrero DU & Uria  
PICC Property & Casualty Co Ltd.  
Pickenpack Europe GmbH  
Pickenpack Group

Pickenpack Holding Germany GmbH  
(Germany)  
Pickenpack Production Liineburg GmbH  
Pillsbury Winthrop Shaw Pittman  
Pinter Peru S.A.C.  
Pinturas International Peru S.A.C.  
Pioneer Investments  
Pioneer Logistics Ltd.  
Polimetales S.A.C.  
Port Logistics S.A.C.  
Potomac Enterprise S.A.C.  
Power, Fergal Thomas  
Poweroute Limited (BVI)  
Powertech Engineering (Qingdao) Co.  
Praxis Energy Agents LLC  
Predictivo Total S.A.0  
Premium Choice Group Limited (BVI)  
Premium Choice Grp Ltd  
Prentice Segura Enrique  
PricewaterhouseCoopers Ltd  
Primelink  
Prince's Chambers  
Procables S.A.  
Productos Perforados Sac  
Profish Trading S.A.C.  
Promar Sac Brokers  
Protein Trading Limited (Samoa)  
Prov St Teresita E.I.R.L.  
Provedora Comercial S.A.  
Proveduria Angela E.I.R.L.  
Proveduria Juan E.I.R.L.  
Proveduria Santa Teresita E.I.R.L.  
Pss Peru Sociedad Anonima Cerrada  
Ptarmigan and Eden Asset Management  
Qingdao Aodujianuo Trade Co., Ltd  
Qingdao Canning Foodstuff Co. Limited  
(PRC)  
Qingdao Deerfeng Gongmou Co Ltd  
Qingdao Dingsheng Ship Fittings Co., Ltd  
Qingdao Hanguang Packaging Equipment  
Co., Ltd  
Qingdao Juncai Pelagic Fishery Co., Ltd  
Qingdao Jundelong Packing Co. Ltd  
Qingdao Lixin Labor Limited Supplies  
Qingdao New Millennium Food Co. Ltd.  
(PRC)

Qingdao Pacific Andes Farm Co. Ltd. (PRC)  
Qingdao Pacific Andes International  
Trading Company Limited (BVI)  
QINGDAO SHANGBINGKUN TRADING  
CO.,LTD  
Qingdao Sigang Chunlin Stainless Steel  
Products Business  
Qingdao Taihengrui Maringe Co. Ltd  
Qingdao Tianhe Pharmaceutical Group  
QINGDAO YINGZE HUAGONG  
CO.,LTD  
Qingdao Yue Hai Tong Hotel Supplies Co.,  
Ltd  
Quality Food (Singapore) Pte. Limited  
(Singapore)  
Quck, Wee Lin  
Quek Eu Lyn  
Quimica San Andres S.A.C.  
Quimicos Goicochea S.A.C.  
Quimtia S.A.  
Quingdao Pacific Andes Food Limited  
(PRC)  
Quinn Emanuel Urquhart & Sullivan, LLP  
Quipu Energia Y Telecom  
Quiroz CastaEda Robinson  
Quispe Cruz Laura Natividad  
R & J Investment Limited  
R.A. Maquinarias S.A.0  
Rabobank International (Hong Kong  
Branch)  
Ragen S.A.  
Ramirez Chavez Victor Raul  
Ramirez V.P. Luis  
Raul Gustavo Romero Salazar  
Rawley Trading Limited (BVI)  
Rebaza, Alcazar & De Las Casas  
Recubrimientos Marinos  
Redicat Sac  
Redimar S.A.C.  
Reed Smith Richards Butler  
Refractarios Peruanos S A  
Reinfha S.A.C.  
Renova S.A.C.  
Rentaequipos Leasing Peru S.A.  
Renting S A C  
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Rep Tyg Sac.	San Fernando S.A.
Rep Westfalia Separato	Sanchez Damian Carlos Santiago
Repar Y Sery Navales Ch	Sanchez Sipiran Noelia Te
Reparac.Y Servic.Navales Chaval Srl	Saneamiento Ecol?Gico E.I.R.L.
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Reparaciones Navales E Ind.Wrpi Srl	SantivaEz Abogados S.A.
Representaciones Dorita S.A.C.	Santo Domingo Cont Gen
Representaciones T Y G S.A.C.	Sapiensa Consultores Limitada
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Responsabilidad Limitada	Savichev, Alexander
Restaurant Mi Estrella Sac	SC Lowy Primary Investments, Ltd.
Restaurant Y Servicios Jhire S.R.L.	Sea Capital International Ltd
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Rich System Limited (HK)	Seah Yang Howe
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Richtown Development Limited (BVI)	Sedalib S.A.
Rikky & Associates Engineering	Sedisa S.A.C.
Rimac Peritos - Ingenieros S.R.L.	Segemind Sac
Rimac Seguros Y Reaseguros	Serene Nakano
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Rivera Carnero Raul Martin	Serv. Gen. Mi NiOY Del Milagro Aron
Robinson Marine Electronics S.R.L.	Serv. Industriales Navales Reinaldo
Rodimport S.R.L.	Serv. Y Represent. Generales Escla S
Rodrigo, Elias, & Medrano	Servicios Generales Business Consul
Rodriguez Crisostomo Fern	Servicios Generales Dunyor Sac
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Rokasa Sac	Servicios Generales Soltec S.R.L.
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Ronal Ortiz Amparo Cruz	Servicios Industriales Emily E.I.R.
Rongcheng Double Super Mechanical Ang	Servicios Miv E.I.R.L.
Electrical Co., Ltd	Servicios Tecnicos Mecanicos Culqui
Rongcheng Hetai Shangmao Co. Ltd.	Servicios Trujillo S.R.L
Rongcheng Longyan Shipping Agency Co., Ltd	Servicios Turisticos Marias S.R.L.
Rosales Zumaran David	Servicios Turisticos Takahuay Eirl
RSM Corporate Advisory (HK) Ltd	Servicios Y Ventas Industriales S.R
RSR Consulting, LLC	Servillantas San Juan S.R.Ltda
Ruesa Rectificaciones Sac	Servitransortega E.I.R.L.
S C Chan & Co.	Sery Gen Capricornio Srl
S. G. Yiyos E.I.R.L.	Sery Gen P&J Ingenieros Sac
S.G Natclar S.A.0	Sery Indust De La Marina
Saga Marine Co., Ltd	Sery Indust Navales
Sahara Investment Group Limited	Sery Prof De Buceo Y
	Sery Y Represent Gen Escla

Sery Y Transp Olachea  
Sevenseas Enterprises Limited (BVI)  
Sew Eurodrive Del Peru  
Seward & Kissel LLP  
Sgs Del Peru S.A.C.  
Shandong Boxing Huachen Steel Plate Co.,  
Ltd  
Shangong Haoyuntong Nets Technology  
Co., Ltd  
Shannon Scott  
Shell Marine Products Singapore  
Shine Bright Management Ltd  
Sidley Austin LLP  
Sifang District Haiyuanbo Ship Accessories  
Supply Center  
Sigelec S.A.C.  
Silva Tafur De Leon Donatila Ofelia  
Simons Abogados Soc'd  
Singapore Exchange Securities Trading  
Limited  
Sinwa (China) Marine Service  
Sistemas De Telecomunicaciones Eirl  
Skadden, Arps, Slate, Meagher & Flom LLP  
Skandiaverken America S.A.C.  
Smart Group Limited (Cayman)  
Sng Kiat Huang  
Soc'd Nac'l De Pesqueria  
Sociedad Nacional De Pesqueria  
Solar Fish Trading Limited  
Soluciones Termicas Y Acusticas E.I  
Sonimar Servicios E.I.R.L.  
South Pacific Shipping Agency Ltd. (BVI)  
Spectrum Consulting S.A.0  
Spider S.R.L.  
Standard Chartered Bank (Hong Kong)  
Limited  
Strategic Financial Relations Limited  
Sucesion Intestada Sumar  
Sumaj Traveling S.A.0  
Sung Yu Ching  
Sunrise Partners Limited Partnership  
Suparman Wang Chan Tak  
Super Investment Limited (Cayman)  
Superb Choice Int't Limited (BVI)  
Susan Arbeit  
Susan Golden

Sustainable Pelagic Fishery S.A.C. (Peru)  
Syb Ingenieros Sac Syb Sa  
Sylmar Group Limited  
Tacch E.I.R.L.  
Tahan Capital Management Pte. Ltd.  
Tai Geok Choo  
Taipei Fubon Commercial Bank Co., Ltd.  
Taishin International Bank  
Taiwan Cooperative Bank, Ltd.  
Taiwan Shin Kong Commercial Bank  
Company Limited  
TaiZhou HaiGuang Machinery Produce Co.,  
Ltd  
Tan Chuang Tong  
Tan Guan Lee Company Limited  
Tan Hsing Loong  
Tan Ngiap Joo  
Tao, Kwok Lau, Clement  
Target Shipping Limited (HK)  
Tarikovics, Vladiir  
Taxi A La Vista Srltda  
Taxi Crucero S.A.C.  
Taxi Ya Setar S.A.  
Tay Buan Huat  
Tec De Separacion Sac  
Tec Integ De Pesaje Peru  
Tec Naval E Ind Ja & Dan  
Tecn Y Proyecto Peru Sac  
Tecnifaj as S.A.  
Tecnipesca Eirl  
Tecnologia Integral De Pesaje E.I.R  
Tecnologias De Separacion S.A.C.  
Tecnologica De Alimentos S.A.  
Teh Hong Eng Investments Holding Ltd.  
Teh, Hong Eng  
Telefonica Del Peru Saa  
Telefonica Gestion De Servicios Corn  
Telsat Peru S.A.C.  
Tembusu Investments Limited  
Temoche Amaya Manuel  
Temoche Eche Eusebio Calixto  
Temoche Eche Santos Leonardo  
Temoche Eche Santos Vicente  
Tencologica Alimentos S.A.  
Teng Cheong Guan  
Teo Siew Geok Catherine

Terence Pui Ming SOH and Vera Ching Yin  
LIEW  
Term Portuario Paracas  
Terminal Portuario Paracas S.A.  
Termodinamica Sa  
The Best Option Eirl  
The Government of the HKSAR  
The Hongkong and Shanghai Banking  
Corporation Limited  
The Hongkong Electric Co., Ltd.  
The Incorporated Owners of Hong Kong  
Plaza  
The Law of Aimee P. Levine  
The Marine Ingred Org  
Tirado, Jose Miguel  
TMF Trustee Limited  
Top Metal Constr Sac  
Toyama Holding Ltd  
Tp Consulting Peru Sa  
Trabajo Maritimo Celendin S.A.C.  
Trade Ocean Limited (BVI)  
Trade Ocean Shipping Services  
Tradi S A  
Transfar Supplies Comp Sa  
Transfar Supplies Computer S A  
Transp El Pino Sac  
Transp Rengifo Unidos Sr Ltd  
Transp Y Comerc Widachk  
Transp Y Maniobras Scrl  
Transp Y Serv. Gener.  
Transp Y Servicios M Y E  
Transp Y Sery Olaechea  
Transp. Y Servic. Generales Joselit  
Transporte El Pino Sac.  
Transporte Esperanza Orpi Eirl  
Transporte Rengifo Unidos S.R.Ltda  
Transporte Y Gruas Chimbote S.R.L.  
Transporte Y Turismo Latino S.A.C.  
Transportes Esperanza Orpi E.I.R.L.  
Transportes Jesus Delgado  
Transportes Jk S.A.C.  
Transportes L.D.A. Gonzales S.A.C.  
Transportes Via Sac  
Transportes Y Servicios 0  
Tricor Secretaries Limited  
Trio S.A.

Triton Trading S.A  
Truly Peru S.A.C.  
Ts Net S.A.  
Tse Man Bun  
Tsm Technical Services & Marine  
TST The Seafood Traders GmbH  
Turbo (Asia) Ltd. (HK)  
Turismo Express Del Norte S.A.C.  
UAB "Tralu servisas"  
Umi Jidosha S.R.L.  
UniCredit Bank AG  
Unilever Andina Peru S.A.  
United Overseas Bank Limited (Hong Kong  
Branch)  
V & F Servicios Generales Sac  
V&F Sery Gen S.A.C.  
Valdivia Sanchez Rosario Luzgarda  
Value Food Supply Limited (BVI)  
Value Partners Group Ltd  
Vaneco E.I.R.Ltda.  
Vaportec S.A.C.  
Varde Partners  
Vargas De Palma Maria Del Socorro  
Vargas Medina Juan Alberto  
Veg Inversions S.R.L.  
Velebit Group S.A.C.  
Vend S.A.C.  
Victor Abriano  
Villatty Chavez Luis Alberto  
Vision Invest Limited (BVI)  
Vision It E.I.R.L.  
Vite Group Eirl  
Vite Zeta Merardo  
Vito Genna  
Vulco Peru S.A.  
Walkers  
Watson Enterprises Limited (HK)  
Wealthy Nation Holdings Limited (BVI)  
Wee Fong Thim  
Wee Poh Heng Johnny  
Well Hope International Limited (BVI)  
White & Case LLP  
William K. Harrington  
Windspeed Enterprise Limited  
Windswept Pte Ltd.  
Winston Terence Milner



Wolters Kluwer Financial Services,  
Wong Kahoe / Lim Peck Neo Lillian  
World Integral Logistic S.A.C.  
World Survey Services Peru S.A.C.  
Xi Hai Tong Da Marine Service Co., Ltd  
Xinxing Foodstuffs (Qingdao) Company  
Limited (PRC)  
Yahve Yihre S.R.L.  
Yancari Castro Lizzet Paola  
Yap Peng Leng Karen  
Yeoh Phee Eng  
Ymuiden Stores Holland B.V.  
Yuzmorrybvflot  
Zambrano Falcon De Perez  
Zambrano Falcon De Perez Juana  
Zeta Gas Andino S.A.  
Zhonggang Fisheries Limited  
Zhonghai Ocean Science & Technology Co.  
Ltd.  
Zolotaya Orda Ltd. (In Liquidation)  
Zurfel E.I.R.L.