

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

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In re:	:	Case No. 16-11895 (JLG)
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CHINA FISHERY GROUP LIMITED	:	Chapter 11 (Jointly Administered)
(CAYMAN), <u>et al.</u> , ¹	:	
	:	
Debtors.	:	
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In re:	:	Case No. 16-11914 (JLG)
	:	
CFG PERU INVESTMENTS PTE. LTD.	:	Chapter 11
(SINGAPORE),	:	
	:	
Debtor.	:	
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**ORDER PURSUANT TO THE HONGKONG AND SHANGHAI BANKING
CORPORATION LIMITED’S MOTION FOR ENTRY OF AN ORDER PURSUANT TO
THE *CREDITOR PLAN PROPONENTS’ CHAPTER 11 PLAN FOR CFG PERU
INVESTMENTS PTE. LTD. (SINGAPORE)* AND SECTION 1129(A)(4) OF THE
BANKRUPTCY CODE (I) APPROVING PRE-CONFIRMATION FEES INCURRED BY
DAVIS POLK & WARDWELL LLP AND BOIES SCHILLER FLEXNER LLP AND
(II) AUTHORIZING AND DIRECTING THE PLAN ADMINISTRATOR TO
PROMPTLY PAY SUCH AMOUNTS**

Upon the motion (the “**Motion**”)² of The Hongkong and Shanghai Banking Corporation Limited (“**HSBC-HK**”) to approve \$5,500,000 of pre-Confirmation Date Restructuring Expenses (including any fees, costs and other disbursements) of HSBC-HK pursuant to the *Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket 2569-1] (as amended, supplemented or modified from time to time, the “**Plan**”); and this Court having

¹ The debtors in these chapter 11 cases are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda) (“**PAIH**”), 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. Ltd. (Singapore), Smart Group Limited (Cayman), and Super Investment Limited (Cayman).

² Capitalized terms used but not defined herein shall have the definitions given to them in the Motion.

jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Bankruptcy Court being satisfied that the fees incurred by HSBC-HK in connection with these Chapter 11 Cases are reasonable; and this Court having found that HSBC-HK's notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Plan Administrator is authorized and directed to promptly pay (or reimburse) \$5,500,000 of the Restructuring Expenses incurred by HSBC-HK to HSBC-HK. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, costs or other disbursements payable to HSBC-HK, subject to Article IV.X of the Plan.
3. Nothing herein shall limit any right or claim of HSBC-HK in respect of (a) Restructuring Expenses payable in accordance with the terms of the Plan, whether incurred before or after the Reimbursement Period, or (b) any unreimbursed fees or expenses in the UK Proceeding, the Singapore Scheme and/or any other Restructuring Plan (as defined in the HSBC-HK Settlement Stipulation and Order), in each case subject to the HSBC-HK Settlement Stipulation and Order. All rights of HSBC-HK with respect to the foregoing are expressly reserved.

4. The Plan Administrator, the Creditor Plan Proponents, HSBC-HK, Davis Polk, and Boies Schiller are authorized to take all actions necessary to effectuate the relief granted in this Order.

5. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. Notwithstanding the foregoing or any other provisions herein, this Order shall not in any way prejudice the rights of HSBC-HK with respect to any rights or defenses it may have, and shall not constitute, nor be used as evidence of, waiver of any rights or consent to jurisdiction in the United States.

Dated: August 13, 2021
New York, New York

/s/ James L. Garrity, Jr.
THE HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE