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*Co-Counsel to the Creditor Plan Proponents*

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

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In re:

CHINA FISHERY GROUP LIMITED  
(CAYMAN), *et al.*,<sup>1</sup>

Debtors.

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)  
) Case No. 16-11895 (JLG)  
)  
) Chapter 11  
)  
)  
) (Jointly Administered)  
)

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<sup>1</sup> The debtors in these chapter 11 cases 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. Ltd. (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).

In re:	)	
	)	Case No. 16-11914 (JLG)
	)	
CFG PERU INVESTMENTS PTE. LIMITED	)	Chapter 11
(SINGAPORE)	)	
	)	
Debtor.	)	(Jointly Administered)
	)	

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**NOTICE OF FILING OF AMENDED GLOBAL SETTLEMENT  
AGREEMENT BETWEEN THE CREDITOR PLAN PROPONENTS, THE OTHER  
DEBTORS, THE NG FAMILY MEMBERS, AND THE NON-DEBTOR AFFILIATES**

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**PLEASE TAKE NOTICE THAT** that the Amendment Agreement, dated August 2, 2021, with respect to the Global Settlement Agreement (as defined in the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 25691] (as amended, supplemented, or modified from time to time, the "Plan")) is attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Plan, the Global Settlement Agreement, the Amendment Agreement, and all other documents filed in these chapter 11 cases may be obtained on the Solicitation Agent's public restructuring website at <https://dm.epiq11.com/case/chinafishery/info>.

*[Remainder of page intentionally left blank.]*

Dated: August 17, 2021  
Chicago, Illinois

*/s/ Patrick J. Nash, Jr.*

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*Co-Counsel to the Creditor Plan Proponents*

**Exhibit A**

**Amendment Agreement**



## **AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT (this “Amendment Agreement”) is entered into as of 2 August, 2021, by and among:

(a) China Fishery Group Limited (Cayman) (“CFGL”) and its debtor affiliates (other than CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore”)), as debtors and debtors in possession (collectively, the “Other Debtors,” and, together with CFG Peru Singapore, the “Debtors”<sup>1</sup>);

(b) The Other Debtors’ non-debtor affiliated companies controlled by the Ng Family Members (as defined below) listed on Exhibit I hereto (collectively, the “Non-Debtor Affiliates”<sup>2</sup>);

(c) The Ng family members who act as directors (or the equivalent) or officers of the CFG Peru Singapore Subsidiaries, the Debtors, and the Non-Debtor Affiliates (collectively, the “Ng Family Members”) listed on Exhibit II hereto; and

(d) Kirkland & Ellis LLP, in its capacity as counsel to Burlington Loan Management DAC and Monarch Alternative Capital LP, solely on behalf of certain advisory clients and related entities that hold claims, in their capacities as the Creditor Plan Proponents (as defined in the *Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd (Singapore) and Smart Group Limited (Cayman)* [Docket No. 2467] (as amended, modified, or supplemented, the “Plan”)) (together with the Ng Family Members, the Other Debtors, and the Non-Debtor Affiliates, the “Parties” and each individually, a “Party”).

## **RECITALS**

**WHEREAS**, on June 2, 2021, (i) the Other Debtors, the Non-Debtor Affiliates, and the Ng Family Members and (ii) the Creditor Plan Proponents entered into a settlement and release agreement to support confirmation of the Plan and consummation of the transactions contemplated by the Plan (including the UK Proceeding and Singapore Scheme) (the “Settlement Agreement” and, together with this Amendment Agreement, the “Agreement”); 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), 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) (as applicable), 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> The CFG Peru Singapore Subsidiaries are included as Non-Debtor Affiliates as applicable.

**WHEREAS**, this Amendment Agreement further memorializes the Parties' agreement to pursue and/or support certain further actions and agreements that may be necessary to implement the terms of the Plan and the Settlement Agreement.

**NOW, THEREFORE**, after good faith, arm's-length negotiations, in consideration of the mutual representations, agreements and covenants contained in this Amendment Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS; AMENDMENTS**

1.1 Definitions. Capitalized terms used but not defined in this preamble shall have the meaning ascribed to them in the Settlement Agreement. In addition:

(a) "CFGL Entity-at-Risk" means any of: (i) CFGL; (ii) a subsidiary of CFGL that is not listed on the SGX or an approved exchange; or (iii) an associated company of CFGL that is not listed on the SGX or an approved exchange, provided that the CFGL Group, or the CFGL Group and its Interested Person(s) has control over the associated company;

(b) "CFGL Group" means CFGL together with its subsidiaries;

(c) "CFGL Held Senior Notes" means the US\$4 million in value of the Senior Notes held directly and solely by CFGL;

(d) "Interested Person Transaction" has the meaning given to it in Chapter 9 of the SGX-ST Listing Manual;

(e) "Interested Person" has the meaning given to it in Chapter 9 of the SGX-ST Listing Manual;

(f) "LM Mechanism" means any of the corporate exercises or transactions described in Rule 915(1) of the SGX-ST Listing Manual;

(g) "LM Transaction" means a transaction entered into between a CFGL Entity-at-Risk and an Interested Person which includes but is not limited to the transactions described (on a non-exhaustive basis) under Rule 904(6) of the SGX-ST Listing Manual whether or not in the ordinary course of business, and whether or not entered into directly or indirectly (for example, through one or more interposed entities);

(h) "Proposed Transactions" means, collectively, the Disposal, whether in itself or taken into consideration with the transactions contemplated by or under the Plan;

(i) "Amendment Effective Date" means the date on which the conditions set out in Section [3.1] of this Amendment Agreement have been satisfied; and

(j) "SGX-ST Listing Manual" means the listing manual of the SGX, as amended, modified or supplemented from time to time.

1.2 Amendments. With immediate effect from the Amendment Effective Date, the Settlement Agreement shall be amended as follows:

(a) A definition of the term “Milestones” shall be inserted in section 1.1 of the Settlement Agreement, in appropriate alphabetical order, to read as follows:

“Milestones” means, collectively:

(i) the delivery to the Creditor Plan Proponents by no later than August 2, 2021, of a copy of a clear and unequivocal written confirmation issued by Drew & Napier LLC, in its capacity as legal counsel to CFGF, to CFGF, provided that such copy is delivered to the Creditor Plan Proponents on a strictly non-reliance basis and shall not in any way be construed as being legal advice to the Creditor Plan Proponents, that, based on the scope as set out in the written confirmation, the Disposal is not an Interested Person Transaction;

(ii) if requested by the Creditor Plan Proponents, the submission by CFGF to SGX of an application, in the form to be consulted with the Creditor Plan Proponents, for waiver of any requirement for CFGF’s shareholders to approve the Disposal under Chapter 10 of the SGX-ST Listing Manual, and provision to the Creditor Plan Proponents of evidence of the application submitted to SGX, as soon as reasonably practicable but in any event no later than 30 days (or such later date as agreed between CFGF and the Creditor Plan Proponents) from the date on which the Creditor Plan Proponents provides such request in writing to CFGF;

(iii) if requested by the Creditor Plan Proponents, the submission to SGX of a draft circular to shareholders of CFGF, in the form to be consulted with the Creditor Plan Proponents, in relation to obtaining CFGF’s shareholders’ approval of the Disposal, and provision to the Creditor Plan Proponents of evidence of the submission of such draft circular, as soon as reasonably practicable but in any event no later than 30 days (or such later date as agreed between CFGF and the Creditor Plan Proponents) from the date on which the Creditor Plan Proponents provides such request in writing to CFGF;

(iv) if requested by the Creditor Plan Proponents, the issuance of a notice of extraordinary general meeting of CFGF’s shareholders in relation to obtaining CFGF’s shareholders’ approval of the Disposal (“EGM Notice”), in the form to be agreed with the Creditor Plan Proponents provided always that CFGF shall comply with any directives or rulings issued by the SGX and the prevailing rules of the SGX-ST Listing Manual in relation to the EGM Notice, and provision to the Creditor Plan Proponents of evidence of the issuance of such notice of extraordinary general meeting, as soon as reasonably practicable, but in

any event no later than 10 days from the date of receipt by CFGL of clearance from SGX of such notice of extraordinary general meeting and the draft circular as referred to in section 1.2(a)(iii) above;

(v) if requested by the Creditor Plan Proponents, an extraordinary general meeting of CFGL's shareholders in relation to obtaining CFGL's shareholders' approval of the Disposal to be held as soon as reasonably practicable but in any event no later than 16 days (excluding the date of issuance of the notice of extraordinary general meeting and the date of the extraordinary general meeting) from the issuance of the notice of extraordinary general meeting as referred to in section 1.2(a)(iv) above;

(vi) if requested by the Creditor Plan Proponents, the exercise, by the Ng Family Members, Other Debtors and Non-Debtor Affiliates of all and any voting rights attached to shares in CFGL held by each of them in favor of approving the Disposal at the extraordinary general meeting of CFGL's shareholders referred to at section 1.2(a)(v) above;

and "Milestone" means any one of them.

(b) The definition of "Settlement Effective Date" in section 1.1(pp) of the Settlement Agreement shall be deleted in its entirety and replaced with the following:

"Settlement Effective Date" means the earliest date on which:

(i) each director of CFGL has executed the resolutions in the form set out in Part A of Exhibit III to the Amendment Agreement and a duly authorised representative of CFGL (in its capacity as shareholder of Smart Group) has executed an irrevocable proxy in the form set out in Part B of Exhibit III to the Amendment Agreement and a duly authorised representative of CFGL has executed the resolutions in the form set out in Part C of Exhibit III to the Amendment Agreement;

(ii) a duly authorised signatory of Smart Group has signed, sealed and delivered a certificate of appointment of corporate representative pursuant to Section 179 of the Companies Act (Chapter 50) of Singapore in the form set out in Part D of Exhibit III to the Amendment Agreement;

(iii) each director of Smart Group has executed the resolutions in the form set out in Part E of Exhibit III to the Amendment Agreement;

(iv) if requested by the Creditor Plan Proponents prior to the occurrence of the Settlement Effective Date, the Plan Administrator shall have been duly appointed as a director of Smart Group;

(v) the Ng Family, Other Debtors, and Non-Debtor Affiliates, shall have each, insofar as they are direct or indirect equity holders of CFGL, executed an irrevocable undertaking addressed to CFGL to exercise all and any of voting rights attached to shares in CFGL held by each of them in favor of approving of the Disposal in the form set out in Part F of Exhibit III;

(vi) the Plan Administrator shall have been duly appointed and, if requested by the Creditor Plan Proponents, registered with the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”) as a director and officer of CFG Peru Singapore;

(vii) a Person selected by the Creditor Plan Proponents, in their sole discretion, (the “CFG Peru Singapore Local Director”) shall have been duly appointed and, if requested by the Creditor Plan Proponents, registered with ACRA as a director of CFG Peru Singapore;

(viii) each director of CFG Peru Singapore, other than the Plan Administrator and the CFG Peru Singapore Local Director, shall have executed and tendered to CFG Peru Singapore their irrevocable resignations in writing from their office as directors and officers of CFG Peru Singapore, in the form set out in Part G of Exhibit III to the Amendment Agreement;

(ix) all existing directors of CFG Peru Singapore shall have executed all resolutions and/or documents and/or issued all instructions, necessary to give effect to and, if requested by the Creditor Plan Proponents, register with the Accounting and Corporate Regulatory Authority of Singapore the matters set out at clause (vi) of this section, including by executing requisite resolutions, each of which shall be in form and substance acceptable to the Creditor Plan Proponents; and

(x) each existing “Class A” general manager or attorney of CFGI shall have irrevocably resigned from such position and the Plan Administrator shall have been duly appointed as the sole “Class A” general manager or attorney of CFGI.

(c) The definition of “Holdback Amount” in section 1.5(b) (*Holdback Payment*) of the Settlement Agreement shall be deleted in its entirety and replaced with the following:

“Cash in aggregate amount equal to US\$5,000,000 minus amounts paid by CFGI to Drew & Napier LLC pursuant to the fee letter to be entered into between CFGI, CFGL and Drew & Napier LLC as referred to in Section 4.1 of the Amendment Agreement”

(d) Section 4.4 of the Settlement Agreement shall be deleted in its entirety and replaced with the following:

Notwithstanding Section 4.2, in the event that (a) the Settlement Effective Date does not occur by August 2, 2021 unless extended in writing by the Creditor Plan Proponents and the Other Debtors, any such request for an extension to be reasonably agreed to by such parties; (b) the Restructuring Effective Date does not occur by March 1, 2022; or (c) the Plan is withdrawn; or (d) any of the Milestones are not met by their respective deadlines, unless extended or waived in writing by the Creditor Plan Proponents in their sole discretion (each of (a), (b), (c) and (d) being a “**Termination Event**”), and to the extent such Termination Event shall not be cured to the satisfaction of the Creditor Plan Proponents within ten (10) days from written notice of such Termination Event, this Agreement shall immediately terminate and will have no further force or effect. Notice of a Termination Event shall be made in writing pursuant to Section 5.10 of the Settlement Agreement. For the avoidance of doubt, the fact that the Creditor Plan Proponents have or have not made a request referred to in a Milestone shall not be construed to be a satisfaction or waiver of any conditions to the Effective Date under Article IX of the Plan unless otherwise confirmed in writing by the Creditor Plan Proponents in their sole discretion.

(e) A definition of the term “Amendment Agreement” shall be inserted in section 1.1 of the Settlement Agreement, in appropriate alphabetical order, to read as follows:

“Amendment Agreement” means that certain Amendment Agreement, dated as of August 2, 2021 by and between the Parties.

## **ARTICLE II**

### **REPRESENTATIONS, COVENANTS, AND ACKNOWLEDGEMENTS**

2.1 Representations; Covenants. Each of the Ng Family Members and the Other Debtors hereby represent and covenant to the Creditor Plan Proponents as of the date of this Amendment Agreement and on each day up to and including the Restructuring Effective Date that:

(a) they will not raise to any person (including but not limited to the SGX and the Singapore Court) as an issue in relation to the Proposed Transactions that any Proposed Transaction is an Interested Person Transaction;

(b) in the event that any person (including but not limited to the SGX and the Singapore Court) raises any issue or suggests that that any of the Proposed Transactions may be an Interested Person Transaction, they shall use their best endeavours to establish (to the satisfaction of the Creditor Plan Proponents) that the Proposed Transactions should not be considered Interested Person Transactions;

provided that the disclosure by CFGL and/or PARD of this Amendment Agreement pursuant to the prevailing rules of the SGX-ST Listing Manual on the SGXNET, or any query raised by SGX following such disclosure in respect of whether any of the Proposed Transactions may be an Interested Person Transaction, shall not constitute a breach by any of the

Ng Family Members and the Other Debtors of the representations and covenants set out in sections 2.1(a) and 2.1(b); and

(c) no Interested Person vis-à-vis CFGL:

(i) separately holds any interest in the CFGL Held Senior Notes or Senior Notes, other than the interest in the CFGL Held Senior Notes and Senior Notes that is held through CFGL;

(ii) has entered or will enter into any LM Transaction with a CFGL Entity-at-Risk in connection with sections 1.5(d)(i), 1.5(d)(ii) and 1.5(d)(iii) of the Settlement Agreement; and

(iii) will derive or obtain any other benefits under the Settlement Agreement, save in relation to section 1.5(d) of the Settlement Agreement.

2.2 Covenants. The Ng Family Members and the Other Debtors hereby each covenant to the Creditor Plan Proponents that, notwithstanding anything in this Amendment Agreement, that each of them shall:

(a) exercise all and any voting rights attached to shares in CFGL held by each of them in favor of approving the Disposal at an extraordinary general meeting of CFGL's shareholders convened for the purpose of obtaining approval for the Disposal;

(b) consent and not object to all applications commenced with the Singapore Court, by the Creditor Plan Proponents, the Plan Administrator or CFG Peru Singapore for orders:

(i) that the proceedings commenced in respect of CFG Peru Singapore under the Bankruptcy Code, the Plan and/or the appointment of the Plan Administrator be recognised in Singapore and by the Singapore Court;

(ii) relating to the proposal of a compromise or an arrangement pursuant to Part VII of Division 2 of the Singapore Companies Act, and/or the Insolvency, Restructuring and Dissolution Act of Singapore, in relation to solely CFG Peru Singapore; and

(iii) allowing the Disposal to be implemented and/or effectuated by CFG Peru Singapore without: (1) the need for any prior approval for the Disposal being obtained from CFGL's shareholders pursuant to the SGX-ST Listing Manual; (2) a waiver of the need for the same from the SGX; and/or (3) any prior approval for the Disposal being obtained from Smart Group, pursuant to section 160 of the Singapore Companies Act, and/or any other law,

notwithstanding this section 2.2(b), the Ng Family Members and the Other Debtors shall not be prevented from complying with any directives or rulings issued by the SGX and the prevailing rules of the SGX-ST Listing Manual in relation to the Disposal.

(c) take and do, or procure to be taken and done, as timely as possible, all steps deemed necessary by the Creditor Plan Proponents, to meet their obligations under the

Settlement Agreement and this Amendment Agreement, to provide that: (a) the Settlement Effective Date occurs by August 2, 2021 or such date as extended by the Creditor Plan Proponents and the Other Debtors; (b) the Restructuring Effective Date occurs by March 1, 2022; (c) the Milestones are met by their respective deadlines under this Amendment Agreement (including, but not limited to, sharing with the Creditor Plan Proponents all draft documents pertaining to the Milestones, within a reasonable period prior to the date by which documents in their final form must be submitted or issued to satisfy the Milestones); and

(d) procure that the distribution of any Settlement Funds pursuant to section 1.5(d)(iv) of the Settlement Agreement shall:

(i) be on a pro-rata basis to all shareholders of CFGL and made by way of a LM Mechanism; and

(ii) not constitute or result in any LM Transaction.

2.3 Acknowledgments. Each Party is represented by, and has consulted with, its own legal and other advisors to the extent it has deemed necessary to enter into this Amendment Agreement. The Parties have participated jointly in the negotiating and drafting of this Amendment Agreement. If an ambiguity or a question of intent or interpretation arises, this Amendment Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Amendment Agreement. Prior drafts of this Amendment Agreement or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Amendment Agreement shall not be construed in favor of or against any Party on account of its participation in such negotiations and drafting or be used as an aide of construction or otherwise constitute evidence of the intent of the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of such prior drafts.

### **ARTICLE III**

#### **CONDITIONS TO EFFECTIVENESS**

3.1 Effective Date. This Amendment Agreement shall be effective when executed by all Parties.

### **ARTICLE IV**

#### **TRANSACTION COSTS**

4.1 Transaction Costs. Notwithstanding anything to the contrary in the Settlement Agreement and this Amendment Agreement, the Parties agree that CFGI shall pay, on behalf of CFGL, all fees, costs and reasonable expenses incurred by Drew & Napier LLC, in its capacity as legal counsel to CFGL in connection with:

(a) the preparation of necessary documents (including but not limited to, a circular to CFGL's shareholders, notice of extraordinary general meeting and announcements pertaining to the same) for the purpose of convening of an extraordinary general meeting of shareholders of CFGL to approve the Disposal; and/or



(b) any application to SGX by CFGL for a waiver of any requirement that the Disposal be approved by CFGL's shareholders under Chapter 10 of the SGX-ST Listing Manual;

based on the terms as set out in a fee letter to be entered into between CFGI, CFGL and Drew & Napier LLC, up to a cap of US\$250,000 (or other amount as agreed in writing between CFGI and Drew & Napier). For the avoidance of doubt, any other fees, costs and expenses incurred by CFGL and fees, costs and expenses incurred by the Other Debtors, the Non Debtor Affiliates and the Ng Family Members shall be borne by the Other Debtors, the Non Debtor Affiliates and the Ng Family Members.

## **ARTICLE V**

### **MISCELLANEOUS**

5.1 Continuity. Save as amended by this Amendment Agreement, the Settlement Agreement shall remain in full force and effect. The Settlement Agreement and this Amendment Agreement shall be read and construed as a single agreement. All references in the Settlement Agreement and any related document shall hereafter refer to the Settlement Agreement as amended by this Amendment Agreement.

5.2 Miscellaneous. The provisions of sections 5.1 (*Voluntary Agreement*), 5.2 (*No Admission of Liability*), 5.3 (*Counterparts*), 5.5 (*Authority*) and 5.10 (*Headings, Construction*) of the Settlement Agreement shall apply *mutatis mutandis* to this Amendment Agreement as if set out in full herein.

5.3 Notices. All notices or demands given or made by one Party to another relating to this Amendment 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 transmission with a copy by first-class mail, and shall be deemed to be given for purposes of this Amendment 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 set out in the Settlement Agreement.

5.4 Governing Law; Jurisdiction; Waiver of Jury Trial. This Amendment Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York, without giving effect to the conflict of laws principles thereof. Each Party agrees that it shall bring any action or proceeding in respect of any Claim arising out of or related to the Agreement in the Bankruptcy Court and, solely in connection with Claims arising under the Agreement: (i) irrevocably submits to the exclusive jurisdiction and the authority of the Bankruptcy Court, (ii) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and (iii) waives any objection that the Bankruptcy Court is an inconvenient forum, does not have jurisdiction over any Party, or lacks the constitutional authority to enter final orders in connection with such action or proceeding. Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of, or relating to, this Amendment Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each Party (a) certifies

that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges that it and the other Parties have been induced to enter into this Amendment Agreement by, among other things, the mutual waivers and certifications in this Section 5.4.

5.5 Settlement Discussions. This Amendment Agreement and the transactions contemplated herein are part of a proposed settlement among the Parties. Nothing herein shall be deemed an admission of any kind. To the extent provided by Federal Rule of Evidence 408, and any applicable state rules of evidence, this Amendment Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than proceedings to enforce the terms of this Amendment Agreement.

5.6 Time is of the Essence. Time is of the essence with respect to the performance of all obligations under Section 1 of this Amendment Agreement.

**[SIGNATURE PAGES FOLLOW EXHIBITS]**

**Exhibit I**

**Non-Debtor Affiliates**

ACE FIELD LIMITED  
ALLIANCE CAPITAL ENTERPRISES LIMITED  
ANDES AGENCY LIMITED  
ANDESHALI NAMIBIA INVESTMENT HOLDINGS (PROPRIETARY) LIMITED  
AQUA FOODS (QINGDAO) CO LTD  
AQUA MANAGEMENT LIMITED  
ASARMONA HOLDINGS LIMITED  
ATLANTIC PACIFIC FISH PROCESSORS (PTY) LTD  
ATLANTIC PACIFIC FISHING (PTY) LTD  
ATLANTIC PACIFIC MANAGEMENT (PTY) LTD  
BESTMATE INVESTMENTS LIMITED  
BONAIRE DEVELOPMENTS LIMITED  
BRANDBERG (MAURITIUS) INVESTMENTS HOLDING LIMITED  
BRANDBERG NAMIBIA INVESTMENTS COMPANY (PROPRIETARY) LIMITED  
CFG INVESTMENT S.A.C.  
CFG INVESTMENTS (SHANGHAI) LTD  
CHAMPION SHIPPING LIMITED  
CHASTERTON GROUP LIMITED  
CHINA COLD CHAIN FOOD PRODUCTS TRADE DEVELOPMENT LIMITED  
CHINA COLD CHAIN GROUP LIMITED  
CHINA FISHERY GROUP LIMITED (HONG KONG)  
CONCEPT CHINA INVESTMENT LIMITED  
CONRED LIMITED  
CONSORCIO VOLLMACHT SAC  
COPEINCA AS (NORWAY)  
COPEINCA INTERNACIONAL, S.A.  
CORPORACION PESQUERA INCA S.A.C.  
CORPORACION PESQUERA FRAMI S.A.C.  
DAVIS LIMITED  
DYNAMIC CHOICE LIMITED  
EUROFISH COMPANY LIMITED  
EUROPACO (HP) LIMITED  
EUROPACO (QP) LIMITED  
FASTACT GROUP LIMITED  
FORTUNE MIDAS LIMITED  
FULL ENRICH LIMITED  
GLOBAL RESEARCH GROUP INC.  
GLOBAL RESEARCH SERVICES INC.  
GLORIOUS OCEAN LIMITED  
GRANDLUCK ENTERPRISES LIMITED  
GRANDWELL INVESTMENT GROUP LIMITED  
HENG HOLDINGS (BVI) LIMITED  
INMOBILIARIA GAINESVILLE S.A.C.  
INMOBILIARIA Y CONSTRUCTORA PAHK S.A.C.  
INVERSIONES PESQUERAS WEST S.A.C.

J.WILUDI & ASOCIADOS CONSULTORES EN PESCA SAC  
JOIN POWER ASSETS LIMITED  
KYOSHOKU COMPANY LIMITED  
KYOSHOKU MARKETING COMPANY LIMITED  
LIONS CITY INVESTMENT INC.  
MACRO CAPITALES S.A.  
MASTONIA INVESTMENTS LIMITED  
MODERN ENERGY HOLDINGS LIMITED  
NATIONAL FISH & SEAFOOD LIMITED  
NATIONAL FISH & SEAFOOD MANAGEMENT LIMITED  
NIDARO INTERNATIONAL LIMITED  
NIPPON FISHERY HOLDINGS LIMITED  
OCEAN KINGDOM ENTERPRISES LIMITED  
ONN PROFITS LIMITED  
ORIENT OCEAN LIMITED  
PA CAPITAL INVESTMENT LIMITED  
PACIFIC ANDES (EP) LTD  
PACIFIC ANDES (EUROPE) LTD  
PACIFIC ANDES (HP) LIMITED  
PACIFIC ANDES DEVELOPMENT LIMITED  
PACIFIC ANDES DEVELOPMENT SDN BHD  
PACIFIC ANDES ENTERPRISES (HONG KONG) LIMITED  
PACIFIC ANDES FOOD (BVI) LIMITED  
PACIFIC ANDES FOOD (HONG KONG) COMPANY LIMITED  
PACIFIC ANDES FOOD LTD  
PACIFIC ANDES INTERNATIONAL TRADE LIMITED  
PACIFIC ANDES TREASURY MANAGEMENT LIMITED  
PACIFIC ANDES VEGETABLES, INC.  
PACIFIC FRUIT TRADING LIMITED  
PACO (ET) LIMITED  
PACO (GT) LIMITED  
PACO (HT) LIMITED  
PACO ALPHA LIMITED  
PACO BETA LIMITED  
PACO-EP LIMITED  
PACO GAMMA LIMITED  
PACO KAPPA LIMITED  
PACO THETA LIMITED  
PACO ZETA LIMITED  
PACO-GP LIMITED  
PACO-HP LIMITED  
PACOS (QP) LIMITED  
PACOS PROCESSING LIMITED (CYPRUS)  
PACOS TRADING LIMITED (CYPRUS)  
PAE LIMITED  
PARAMOUNT HOLDINGS LIMITED  
PEAKLANE DEVELOPMENT LIMITED  
PEAKSVILLE LIMITED  
PELICAN FOOD LIMITED  
PFB FISHERIES B.V.  
POWERROUTE LIMITED

POWERTECH ENGINEERING (QINGDAO) CO LTD  
PREMIUM CHOICE GROUP LIMITED  
QINGDAO CANNING FOODSTUFF CO LTD  
QINGDAO PACIFIC ANDES INTERNATIONAL TRADE LIMITED  
QINGDAO PACIFIC ANDES INTERNATIONAL TRADING COMPANY LIMITED  
QUALITY FOOD (SINGAPORE) PTE LIMITED  
RAWLEY TRADING LIMITED  
RICH REWARD ASSETS LIMITED  
RICH SYSTEM LIMITED  
RINGSTON HOLDINGS LIMITED  
SEVENSEAS ENTERPRISES LIMITED  
SILLIKER HONG KONG LIMITED  
SUSTAINABLE FISHING RESOURCES S.A.C.  
SUSTAINABLE PELAGIC FISHERY S.A.C.  
TRADE OCEAN LIMITED  
TURBO (ASIA) LIMITED  
VALUE FOOD SUPPLY LIMITED (BVI)  
VISION INVEST LTD  
VOTAMOS HOLDINGS LIMITED  
WATON ENTERPRISES LIMITED  
WEALTHY NATION HOLDINGS LIMITED  
WELL HOPE INTERNATIONAL LIMITED  
XINXING FOODSTUFFS (QINGDAO) CO LTD

**Exhibit II**

**Ng Family Members**

Ng Joo Kwee

Ng Joo Puay Frank

Ng Joo Siang

Ng Joo Thieng

Ng Puay Yee Annie

**Exhibit III**

**Part A**

**China Fishery Group Limited**  
(the "**Company**")

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WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

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**1 Conflict of Interest**

Each Director (as defined below) has generally declared his/her interests in accordance with the articles of association of the Company, including his/her interests as a director of other members of the corporate group of the Company that are involved in the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd (Singapore) and Smart Group Limited (Cayman)* [Docket No. 2467] (as amended, modified, or supplemented from time to time, together with the Exhibits therein including without limitation the Settlement Agreement, the "**Plan**"). Unless otherwise defined, all capitalised terms used herein shall bear the same meaning as defined in the Plan.

**2 Irrevocable Proxy**

- 2.1 It is noted that the Company is the sole shareholder of Smart Group Limited ("**Smart Group**").
- 2.2 It is noted that on or after June 30, 2016, the Company and 36 affiliated companies (collectively, the "**Debtors**") each filed petitions in the United States Bankruptcy Court for the Southern District of New York seeking relief under chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**").
- 2.3 On May 6, 2021, the Creditor Plan Proponents filed the Plan with the Bankruptcy Court. On 10 June, 2021, the Bankruptcy Court confirmed the Plan pursuant to section 1129 of the Bankruptcy Code [Docket No. 2569] (the "**Confirmation Order**").
- 2.4 In connection with confirmation of the Plan, the Company proposes to execute an irrevocable proxy (the "**Irrevocable Proxy**") to appoint Michael E. Foreman (the "**Attorney**"), in his capacity as the Plan Administrator, as the true and lawful attorney and proxy of the Company, in its capacity as the sole shareholder of Smart Group, solely for the purpose of implementing and doing all things the Plan Administrator deems necessary to implement the Plan with full power to appoint a nominee or nominees to act thereunder from time to time and to vote the shares of Smart Group at all general meetings of shareholders of Smart Group and to sign any written resolutions of the shareholders of Smart Group with the same force and effect as the Company might or could do and to requisition and convene a meeting or meetings of the shareholders of Smart Group or to sign any written resolutions of the shareholders of Smart Group for the purpose of appointing or confirming the appointment of new directors of Smart Group and/or such other matters as may in the opinion of the Attorney be necessary for the purpose of implementing the Plan, *provided, however,*
  - (a) that such Irrevocable Proxy shall not modify the rights and obligations of the directors of the Company or Smart Group to transfer any distributions of the Settlement Funds or

Holdback Amount (as defined in the Settlement Agreement and Release Agreement between the Creditor Plan Proponents, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates filed in the the United States Bankruptcy Court for the Southern District of New York on June 3, 2021 and as supplemented and modified by the Amendment Agreement entered into between *inter alia* the Company, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates on July 2021 ("**Settlement Agreement**") or any funds for distribution under a plan of reorganization of the Other Debtors, other than the Plan or the Restructuring Transactions (as defined in the Settlement Agreement); and

- (b) that, where the voting of the shares of Smart Group held by the Company at any general meetings of shareholders of Smart Group, and the signing of any written resolutions of the shareholders of Smart Group, relates to the Disposal (as defined in the Plan), the Attorney shall be permitted to exercise those rights, without further delays, authorisations, or conditions, upon the occurrence of any of the following events:
  - (i) the Company obtaining the approval of its shareholders ("**CFGL Approval**") pursuant to Chapter 10 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST**");
  - (ii) the Company obtaining the waiver of the requirement to obtain the CFGL Approval from the SGX-ST;
  - (iii) the delisting of the Company from the official list of the Singapore Exchange Securities Trading Limited; and / or
  - (iv) order(s) of the Singapore Court being granted in favour of CFG Peru Investments Pte. Ltd. ("**CFG Peru Singapore**"), the Plan Administrator and/or the Creditor Plan Proponents (each term as defined in the Plan) for:
    - (A) leave, to convene a meeting of CFG Peru Singapore's creditors to consider and, if thought fit, to approve, a compromise or an arrangement on terms providing for *inter alia* the Disposal without the need for prior approval from the Company's shareholders or CFG Peru Singapore's shareholder ("**CFG Peru Singapore Scheme**"), unless the CFG Peru Singapore Scheme is proposed pursuant to section 71 of the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018), in which event, an order of the Singapore Court for leave to convene a meeting of CFG Peru Singapore's creditors shall not be required; and
    - (B) sanction of the CFG Peru Singapore Scheme,

((a) and (b) collectively, the "**Requirements**").

2.5 The Irrevocable Proxy, subject to the Requirements, shall be valid for the period commencing on the date hereof and ending on the earlier of:

- (a) March 1, 2022, in the event that the Restructuring Effective Date does not occur by March 1, 2022;
- (b) the date on which the Plan is withdrawn; and/or
- (c) the termination of Settlement Agreement.



- 2.6 It is further noted that in connection with the Plan, Smart Group is proposing to pass written resolutions of the sole shareholder (the "**Shareholder Resolutions**") to amend certain provisions of the memorandum and articles of association of Smart Group.
- 2.7 Drafts of the Irrevocable Proxy and the Shareholder Resolutions have been reviewed and considered in detail by the Directors.
- 2.8 The terms of the Irrevocable Proxy and the transactions and obligations contemplated by or referred to in the Irrevocable Proxy have been fully considered by the Directors. It is noted that it is in the Company's commercial interests and in the interests of its creditors that the Company should approve and, as the case may be, enter into the Irrevocable Proxy.
- 2.9 Accordingly, it is resolved that, subject to the Requirements:
- (a) the Company believes that the Plan and the transactions contemplated thereby, including the Settlement Agreement are in the best interests of the Company and its estates by helping secure certain funds for distribution to the Company's stakeholders;
  - (b) it being in the Company's commercial interests and in the interests of its creditors, the Company approves and, as the case may be, enters into the Irrevocable Proxy;
  - (c) the form and terms of the Irrevocable Proxy be and are approved;
  - (d) any Director be and is authorised to give, make, sign, execute (under hand or seal or as a deed) and deliver the Irrevocable Proxy;
  - (e) any Director be authorised to sign the Shareholder Resolutions on behalf of the Company, in its capacity as sole shareholder of Smart Group; and
  - (f) all prior actions taken by any Director, officer and agent for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorisations, instructions, releases, waivers, proxies and other documents (whether of a like nature or not) and the payment of all and any related fees and expenses be confirmed, ratified and approved in all respects.

*[Signatures on next page]*

**Signature Page to the Written Resolutions of the Board of Directors of the Company**

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Ng Puay Yee, Annie

Director

Date:

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Sung Yu Ching

Director

Date:

---

Lim Soon Hock

Director

Date:

---

Tse Man Bun

Director

Date:

---

Ng Joo Kwee

Director

Date:

**Part B**

**Irrevocable Proxy**

**SMART GROUP LIMITED**

1. The undersigned, China Fishery Group Limited ("**CFGL**"), being the legal owner of \_\_\_\_\_ issued shares (the "**Shares**") in the share capital of Smart Group Limited (the "**Company**"), a company incorporated in the Cayman Islands, hereby makes, constitutes and appoints Michael E. Foreman (the "**Attorney**"), in his capacity as the Plan Administrator (as defined in the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd (Singapore) and Smart Group Limited (Cayman)* [Docket No. 2467] (as amended, modified, or supplemented from time to time, together with the Exhibits therein including without limitation the Settlement Agreement and Release Agreement between the Creditor Plan Proponents, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates ("**Global Settlement Agreement**") filed in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") on June 3, 2021, the "**Plan**")), as the true and lawful attorney and proxy of the undersigned, in its capacity as the sole shareholder of the Company, solely for the purpose of implementing and doing all things the Plan Administrator deems necessary to implement the Plan with full power to appoint a nominee or nominees to act hereunder from time to time and to vote the Shares represented by the Share Certificate(s) of the Company at all general meetings of shareholders of the Company and to sign any written resolutions of the shareholders of the Company with the same force and effect as the undersigned might or could do and to requisition and convene a meeting or meetings of the shareholders of the Company or to sign any written resolutions of the shareholder of the Company for the purpose of appointing or confirming the appointment of new directors of the Company and/or such other matters as may in the opinion of the Attorney be necessary for the purpose of implementing the Plan and the undersigned hereby ratifies and confirms all that the Attorney or its nominee or nominees shall do or cause to be done by virtue hereof, *provided, however*:
  - (a) that such Irrevocable Proxy shall not modify the rights and obligations of the directors of China Fishery Group Limited or the Company to transfer any distributions of the Settlement Funds or Holdback Amount (as defined in the Global Settlement Agreement and as supplemented and modified by the Amendment Agreement entered into between *inter alia* the Company, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates on July, 2021 ("**Settlement Agreement**")) or any funds for distribution under a plan of reorganization of the Other Debtors, other than the Plan or the Restructuring Transactions (as defined in the Settlement Agreement); and
  - (b) that, where the voting of the shares of the Company held by CFGL at any general meetings of shareholders of the Company, and the signing of any written resolutions of the shareholders of the Company, relates to the Disposal (as defined in the Plan), the Attorney shall be permitted to exercise those rights, without further delays, authorisations, or conditions, upon the occurrence of any of the following events:
    - (i) China Fishery Group Limited obtaining the approval of its shareholders ("**CFGL Approval**") pursuant to Chapter 10 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST**");
    - (ii) China Fishery Group Limited obtaining the waiver of the requirement to obtain the CFGL Approval from the SGX-ST;

(iii) the delisting of China Fishery Group Limited from the official list of the Singapore Exchange Securities Trading Limited; and / or

(iv) order(s) of the Singapore Court being granted in favour of CFG Peru Investments Pte Ltd ("**CFG Peru Singapore**"), the Plan Administrator and/or the Creditor Plan Proponents (each term as defined in the Plan) for:

A. leave, to convene a meeting of CFG Peru Singapore's creditors to consider and, if thought fit, to approve, a compromise or an arrangement on terms providing for *inter alia* the Disposal without the need for prior approval from CFGL's shareholders or CFG Peru Singapore's shareholder ("**CFG Peru Singapore Scheme**"), unless the CFG Peru Singapore Scheme is proposed pursuant to section 71 of the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018), in which event, an order of the Singapore Court for leave to convene a meeting of CFG Peru Singapore's creditors shall not be required; and

B. sanction of the CFG Peru Singapore Scheme,

((a) and (b) collectively, the "**Requirements**").

2. On or after June 30, 2016, the Company and 36 affiliated companies (collectively, the "**Debtors**") each filed petitions in the Bankruptcy Court seeking relief under chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**").
3. On March 16, 2021, the Creditor Plan Proponents filed the initial version of the Plan [Docket No. 2381], for Debtors CFG Peru Investments Ltd and the Company. On 10 June 2021 the Bankruptcy Court confirmed the Plan pursuant to section 1129 of the Bankruptcy Code [Docket No. 2569].
4. This power and proxy is given to the Attorney in order to effectuate the terms of the Plan and is irrevocable provided, however, that this power and proxy, subject to the Requirements, shall be valid for the period commencing on the date hereof and ending on the earlier of:
  - (a) March 1, 2022, in the event that the Restructuring Effective Date does not occur by March 1, 2022;
  - (b) the date on which the Plan is withdrawn; and/or
  - (c) the termination of the Settlement Agreement.

This power and proxy is governed by, and shall be construed in accordance with, the law of the Cayman Islands. The courts of the Cayman Islands shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this power and proxy and for such purposes the parties hereto irrevocably submit to the jurisdiction of such courts.

**In witness whereof** this instrument has been duly executed and delivered this \_\_\_\_\_ 2021 as a deed.

**EXECUTED and DELIVERED as a DEED** )

by )

duly authorised for and on behalf of )

China Fishery Group Limited )

\_\_\_\_\_  
Director

**Part C**

**Smart Group Limited**  
(the "Company")

WRITTEN RESOLUTIONS OF THE SOLE SHAREHOLDER OF THE COMPANY  
(THE "**RESOLUTIONS**")

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**1 Amendment to the Articles of Association**

It is resolved as a special resolution that:

- (a) the following be added lexicographically to the definitions section contained in the articles of association of the Company:

**"Irrevocable Proxy"** means a person or corporation appointed to represent a member of the Company by an Irrevocable Proxy Instrument.

**"Irrevocable Proxy Instrument"** means an instrument appointing an Irrevocable Proxy.

- (b) the following be added following Article 64 of the articles of association of the Company as follows:

64A. The appointment of any Irrevocable Proxy by a Member shall be irrevocable until both the relevant member of the Company and the Irrevocable Proxy appointed by such member of the Company have each provided their written confirmation to the Company that such appointment is terminated.

64B. No member of the Company may appoint more than one Irrevocable Proxy such that there is more than one Irrevocable Proxy of such member of the Company in existence at any one time and any purported later appointment which is inconsistent with an earlier Irrevocable Proxy Instrument shall be ineffective unless both the relevant member of the Company and the Irrevocable Proxy appointed under the earlier Irrevocable Proxy Instrument have provided their written confirmation to the Company that such later appointment should be effective and that the earlier appointment should be terminated.

64C. Notwithstanding any provision to the contrary contained in these Articles, following the appointment of an Irrevocable Proxy and service of a copy of the relevant Irrevocable Proxy Instrument on the Company, and subject to the terms of the Irrevocable Proxy Instrument:

- (a) only the Irrevocable Proxy may cast the vote of the member of the Company represented by such Irrevocable Proxy at a meeting (whether by way of poll or on a show of hands) and the votes of the member of the Company represented by such Irrevocable Proxy, shall, for the avoidance of doubt,

not be counted in any poll or show of hands if cast by the member of the Company or by any proxy other than the Irrevocable Proxy during such period;

- (b) if a resolution is passed in writing in accordance with Article 65, only a resolution in writing signed by the Irrevocable Proxy appointed by the relevant member of the Company and all other members of the Company (if any) shall be valid and effective;
- (c) the Company shall, in addition to giving any notice to members of the Company as required by the Articles, give written notice to the Irrevocable Proxy of any meeting of the members of the Company and shall provide to the Irrevocable Proxy copies of any resolution in writing of the members of the Company (in each case such notice or copies to be provided to the Irrevocable Proxy on such terms and within such time limits as are set out in the articles as if such Irrevocable Proxy were the member of the Company represented by the Irrevocable Proxy).

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For and on behalf of  
China Fishery Group Limited  
By:  
Authorised Representative  
Shareholder

Date:

**Part D**

**[SMART GROUP LIMITED LETTERHEAD]**

**CERTIFICATE OF APPOINTMENT OF CORPORATE REPRESENTATIVE PURSUANT TO SECTION 179 OF THE COMPANIES ACT, CHAPTER 50 OF THE REPUBLIC OF SINGAPORE ("COMPANIES ACT")**

We, Smart Group Limited, being a member entitled to the whole of the issued share capital of CFG Peru Investments Pte. Ltd. (Company Registration No. 200603027K) ("**Company**") hereby appoint **Michael E. Foreman (United States Passport No. 648901962)** ("**Representative**"), in his capacity as the Plan Administrator, as our representative to vote for us and on our behalf at all general meetings of the Company and at any adjournment thereof, including the acceptance of shorter notice of such general meetings; to sign any resolutions of the Company to be passed by written means; and without prejudice to the generality of the foregoing, to exercise the same powers on our behalf as we could exercise if we were an individual member of the Company solely for the purpose of implementing and doing all things the Plan Administrator deems necessary to implement the Plan (as defined in the Global Settlement Agreement between the Creditor Plan Proponents, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates filed in the the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") on June 3, 2021 and as supplemented and modified by the Amendment Agreement entered into between inter alia the Company, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates on July, 2021 ("**Settlement Agreement**")) or the Restructuring Transactions (as defined in the Settlement Agreement) *provided, however,*

1. that the Representative shall not modify the rights and obligations of the directors of China Fishery Group Limited or the Company to transfer any distributions of the Settlement Funds or Holdback Amount (both as defined in the Settlement Agreement) or any funds for distribution under a plan of reorganization of the Other Debtors, other than the Plan or the Restructuring Transactions (as defined in the Settlement Agreement); and
2. that, where the voting of the shares of the Company held by Smart Group Limited at any general meetings of the sole member of the Company, and the signing of any written resolutions of the sole member of the Company, relates to the Disposal (as defined in the Plan), the Representative shall be permitted to exercise those rights (including, for the avoidance of doubt, to vote on behalf of Smart Group Limited, or sign and approve, on behalf of Smart Group Limited, as sole member of the Company, resolutions consenting to the Disposal (as defined under the Plan) for the purposes of section 160 of the Companies Act (Cap 50) of Singapore), without further delays, authorisations, or conditions, upon the occurrence of any of the following events:
  - (i) China Fishery Group Limited obtaining the approval of its shareholders ("**CFGL Approval**") pursuant to Chapter 10 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST**");
  - (ii) China Fishery Group Limited obtaining the waiver of the requirement to obtain the CFGL Approval from the SGX-ST;
  - (iii) the delisting of China Fishery Group Limited from the official list of the Singapore Exchange Securities Trading Limited; and / or

(iv) order(s) of the Singapore Court being granted in favour of the Company, the Plan Administrator and/or the Creditor Plan Proponents (each term as defined in the Plan) for:

(A) leave, to convene a meeting of the Company's creditors to consider and, if thought fit, to approve, a compromise or an arrangement on terms providing for *inter alia* the Disposal without the need for prior approval from CFGL's shareholders or the Company's shareholder ("**CFG Peru Singapore Scheme**"), unless the CFG Peru Singapore Scheme is proposed pursuant to section 71 of the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018), in which event, an order of the Singapore Court for leave to convene a meeting of the Company's creditors shall not be required; and

(B) sanction of the CFG Peru Singapore Scheme.

((1) and (2) collectively, the "**Requirements**").

The authorisation conferred by this certificate is given to the Representative in order to effectuate the terms of the Plan and is irrevocable and cannot be superseded, provided, however, that this authorisation, subject to the Requirements, shall be valid for the period commencing on the date hereof and ending on the earlier of:

1. March 1, 2022, in the event that the Restructuring Effective Date does not occur by March 1, 2022;
2. the date on which the Plan is withdrawn; and/or
3. the termination of the Settlement Agreement.

This certificate, executed under the common seal of Smart Group Limited, serves as the certificate of appointment referred to in Section 179 of the Companies Act.

**SIGNED, SEALED and** )  
**DELIVERED by** )  
duly authorised for and on behalf )  
of ) \_\_\_\_\_  
Smart Group Limited ) Director / Authorised Signatory

Dated this                      day of                      2021



**Part E**

**Smart Group Limited**  
(the "**Company**")

WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY  
(THE "**RESOLUTIONS**")

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**1 Appointment of Corporate Representative of CFG Peru**

- 1.1 It is noted that the Company is the sole member entitled to the whole of the issued share capital of CFG Peru Investments Pte. Ltd. ("**CFG Peru**").
- 1.2 It is noted that as part of the Restructuring, the Creditor Plan Proponents have proposed certain transactions relating to the transfer and/or disposal of all of CFG Peru's direct and indirect shareholding in CFG Investment S.A.C. and Corporacion Pesquera Inca S.A.C. respectively (the "**Disposal**").
- 1.3 It is also noted that for the purposes of section 160 of the Companies Act (Cap 50) of Singapore, the Company is required to consent to the Disposal and approve the sole member's resolutions in writing of CFG Peru (the "**Shareholder Resolutions**").
- 1.4 It is also noted that the Company proposes to execute a certificate of appointment of corporate representative (the "**Certificate**") to appoint Michael E. Foreman ("**Representative**"), in his capacity as the Plan Administrator, as the Company's representative to vote for the Company and on behalf at all general meetings of the CFG Peru and at any adjournment thereof, including the acceptance of shorter notice of such general meetings; to sign any resolutions of CFG Peru to be passed by written means; and without prejudice to the generality of the foregoing, to exercise the same powers on behalf of the Company as the Company could exercise if the Company were an individual member of CFG Peru solely for the purpose of implementing and doing all things the Plan Administrator deems necessary to implement the Plan (as defined in the Global Settlement Agreement between the Creditor Plan Proponents, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates filed in the United States Bankruptcy Court for the Southern District of New York on June 3, 2021 and as supplemented and modified by the Amendment Agreement entered into between *inter alia* the Company, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates on July, 2021 ("**Settlement Agreement**")) or the Restructuring Transaction (as defined in the Settlement Agreement) provided, however:
  - (a) that the Representative shall not modify the rights and obligations of the directors of China Fishery Group Limited or the Company to transfer any distributions of the Settlement Funds or Holdback Amount (both as defined in the Settlement Agreement) or any funds for distribution under a plan of reorganization of the Other Debtors, other than the Plan or the Restructuring Transactions (as defined in the Settlement Agreement); and

- (b) that, where the voting of the shares of CFG Peru held by the Company, at any general meetings of the sole member of CFG Peru and the signing of any written resolutions of the sole member of CFG Peru, relates to the Disposal, the Representative shall be permitted to exercise those rights (including, for the avoidance of doubt, to vote on behalf of the Company, or sign the Shareholder Resolutions, in respect of the Disposal), without further delays, authorisations, or conditions, upon the occurrence of any of the following events:
  - (i) China Fishery Group Limited obtaining the approval of its shareholders ("**CFGL Approval**") pursuant to Chapter 10 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST**");
  - (ii) China Fishery Group Limited obtaining the waiver of the requirement to obtain the CFGL Approval from the SGX-ST;
  - (iii) the delisting of China Fishery Group Limited from the official list of the Singapore Exchange Securities Trading Limited; and / or
  - (iv) order(s) of the Singapore Court being granted in favour of CFG Peru, the Plan Administrator and/or the Creditor Plan Proponents (each term as defined in the Plan) for:
    - (A) leave, to convene a meeting of CFG Peru's creditors to consider and, if thought fit, to approve, a compromise or an arrangement on terms providing for *inter alia* the Disposal without the need for prior approval from CFGL's shareholders or CFG Peru's shareholder ("**CFG Peru Singapore Scheme**"), unless the CFG Peru Singapore Scheme is proposed pursuant to section 71 of the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018), in which event, an order of the Singapore Court for leave to convene a meeting of CFG Peru's creditors shall not be required; and
    - (B) sanction of the CFG Peru Singapore Scheme,

((a) and (b) collectively, the "**Requirements**").

- 1.5 Drafts of the Certificate and the Shareholder Resolutions have been reviewed and considered in detail by the Directors.
- 1.6 The terms of the Certificate and the transactions and obligations contemplated by or referred to in the Certificate have been fully considered by the Directors. It is noted that it is in the Company's commercial interests and in the interests of its creditors that the Company should approve and, as the case may be, enter into the Certificate and the Shareholder Resolutions.
- 1.7 Accordingly, it is resolved that, subject to the Requirements:
  - (a) the Company believes that the Plan and the transactions contemplated thereby, including the Restructuring Transactions and the Disposal, are in the best interests of the Company and its estates by compromising the claims of the Company's secured creditors;

- (b) it being in the Company's commercial interests, the Company hereby appoints Michael E. Foreman, in his capacity as the Plan Administrator, as its corporate representative and approves the form and terms of the Certificate and, as the case may be, the Company's entering into the Certificate;
- (c) any Director or Michael E. Foreman (each an "**Authorised Signatory**") be authorised to give, make, sign, execute (under hand or seal or as a deed) and deliver the Certificate;
- (d) the Certificate be valid, conclusive, binding on and enforceable against the Company when executed and delivered in the manner set out above;
- (e) the Disposal be approved;
- (f) any Authorised Signatory be authorised to sign the Shareholder Resolutions on behalf of the Company, in its capacity as sole member of CFG Peru; and
- (g) all prior actions taken by any Authorised Signatory, officer and agent, for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorisations, instructions, releases, waivers, proxies and other documents (whether of a like nature or not) and the payment of all and any related fees and expenses be confirmed, ratified and approved in all respects.

*[Signature page to follow]*

---

Ng Joo Kwee

Director

Date:

---

Ng Puay Yee, Annie

Director

Date:

**Part F**

[LETTERHEAD OF CFGL SHAREHOLDER]

To: China Fishery Group Limited

Dear Sirs

**Irrevocable Undertaking by Shareholders of China Fishery Group Limited (SGX:B0Z)**  
**("CFGL")**

1. We are writing to you in our capacity as shareholders of CFGL, holding \_\_\_\_\_% of the total issued share capital of CFGL.
2. We are aware that CFGL, along with several of its direct and indirect subsidiaries, are under US Chapter 11 proceedings. One such indirect subsidiary is CFG Peru Investments Pte. Ltd. ("**CFG Peru**"), which is a Singapore incorporated company.
3. We are also aware that:
  - a. as announced by the board of CFGL on 19 March 2021, certain creditors of CFGL and/or its subsidiaries have filed a Chapter 11 Plan in the US Bankruptcy Court in respect of CFG Peru and its sole shareholder, Smart Group Limited ("**Smart**") (the "**Chapter 11 Plan**"); and
  - b. the Chapter 11 Plan envisages *inter alia* a comprehensive restructuring and recapitalisation of CFG Peru and Smart, including *inter alia* certain transactions relating to the transfer and/or disposal of all of the CFG Peru's direct and indirect shareholding in CFG Investment S.A.C., and Corporacion Pesquera Inca S.A.C. respectively (the "**Disposal**").
4. We wish to inform you that we, in our capacity as a shareholder of CFGL, are wholly supportive of:
  - a. the Chapter 11 Plan and the transactions contemplated thereunder insofar as they relate to CFGL and its subsidiaries;
  - b. Smart exercising its voting rights in respect of all its shares in CFG Peru in favour of the Disposal; and / or
  - c. the Disposal whether the Disposal is to be implemented and / or effectuated under a compromise or an arrangement between CFG Peru and its creditors (including under Part VII of the Companies Act (Cap. 50) and / or the Insolvency, Restructuring and Dissolution Act (No.40 of 2018), or otherwise.
5. In the event an extraordinary general meeting of CFGL's shareholders is convened for the purpose of approving the Disposal, we hereby irrevocably confirm and undertake that we shall exercise all and any of our voting rights attached to shares in CFGL held by us in favour of approving of the Disposal at such extraordinary general meeting.

6. We further irrevocably confirm and undertake that should CFGL make an application to SGX that any requirements for shareholders' approval pursuant to the SGX-ST Mainboard Rules, if applicable to the Disposal, be waived by SGX, this letter shall be construed as our support for such a request.

7. Thank you.

Yours faithfully

\_\_\_\_\_  
Signed by: [ ]

Duly authorised corporate representative of [Super Investments Limited / Golden Target Pacific Limited]

**Part G**

To:

**CFG Peru Investments Pte. Ltd.**

**Attn: Board of Directors**

Date:

Dear Sirs

**RESIGNATION AS DIRECTOR**

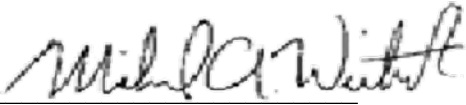
Pursuant to Article 87(e) of the constitution of CFG Peru Investments Pte. Ltd. ("**Company**"), I hereby resign with immediate effect as a director of, and from all executive or other appointments with, the Company and I hereby acknowledge and declare that I have no claims against the Company, whether for compensation for loss of office or otherwise.

Yours faithfully

Signed: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement is executed by the undersigned parties  
as of the date first above.

**MONARCH ALTERNATIVE CAPITAL LP**, on behalf of certain of its advisory clients

By: 

Name: Michael Weinstock  
Title: Chief Executive Officer



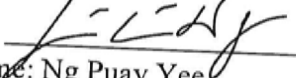
**BURLINGTON LOAN MANAGEMENT DAC**

By: \_\_\_\_\_

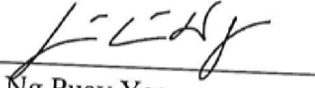
Name: Roddy Stafford

Title: Director

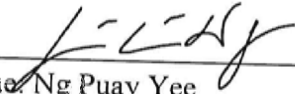
AUTHORIZED REPRESENTATIVE OF  
CHINA FISHERY GROUP LIMITED  
(CAYMAN)

By:   
Name: Ng Puay Yee

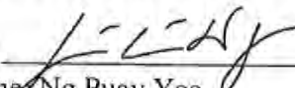
AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES INTERNATIONAL  
HOLDINGS LIMITED (BERMUDA)

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
N.S. HONG INVESTMENT (BVI) LIMITED

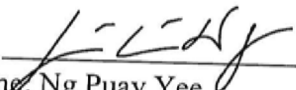
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SOUTH PACIFIC SHIPPING AGENCY  
LIMITED (BVI)

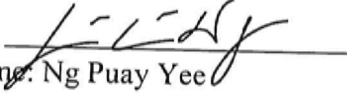
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

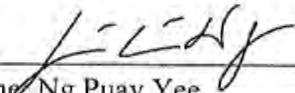
AUTHORIZED REPRESENTATIVE OF  
CHINA FISHERIES INTERNATIONAL  
LIMITED (SAMOA)

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
CFGL (SINGAPORE) PRIVATE LIMITED

By:   
Name: Ng Puay Yee

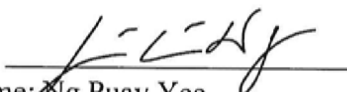
AUTHORIZED REPRESENTATIVE OF  
CHANERY INVESTMENT INC. (BVI)

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

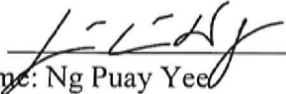


AUTHORIZED REPRESENTATIVE OF  
CHAMPION MARITIME LIMITED (BVI)

By:   
Name: Ng Puay Yee

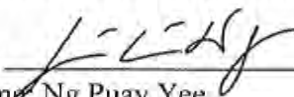
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
GROWING MANAGEMENT LIMITED  
(BVI)

By:   
Name: Ng Puay Yee

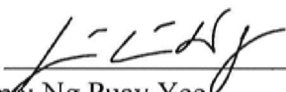
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
TARGET SHIPPING LIMITED (HK)

By:   
Name: Ng Puay Yee

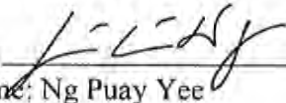
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
FORTRESS AGENTS LIMITED (BVI)

By:   
Name: Ng Puay Yee

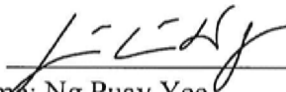
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
OCEAN EXPERT INTERNATIONAL  
LIMITED (BVI)

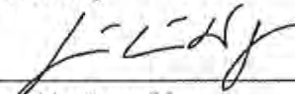
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PROTEIN TRADING LIMITED (SAMOA)

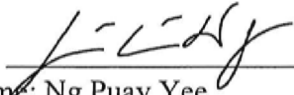
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SUPER INVESTMENT LIMITED  
(CAYMAN)

By:   
Name: Ng Puay Yee

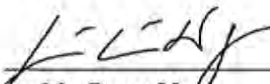
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES RESOURCES  
DEVELOPMENT LIMITED (BERMUDA)

By:   
Name: Ng Puay Yee

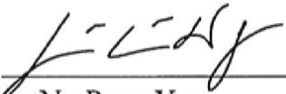


AUTHORIZED REPRESENTATIVE OF  
NOUVELLE FOODS INTERNATIONAL  
LTD. (BVI)

By:   
Name: Ng Puay Yee

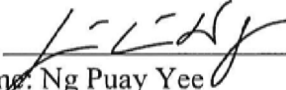
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
GOLDEN TARGET PACIFIC LIMITED  
(BVI)

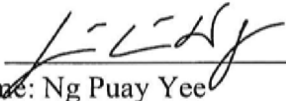
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES INTERNATIONAL  
HOLDINGS (BVI) LIMITED

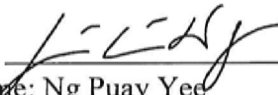
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
ZHONGGANG FISHERIES LIMITED (BVI)

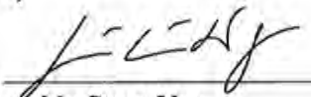
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
ADMIRED AGENTS LIMITED (BVI)

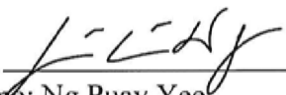
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
CHIKSANO MANAGEMENT LIMITED  
(BVI)

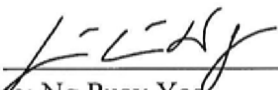
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
CLAMFORD HOLDING LIMITED (BVI)

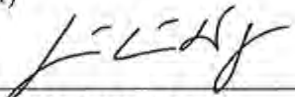
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
EXCEL CONCEPT LIMITED (BVI)

By:   
Name: Ng Puay Yee

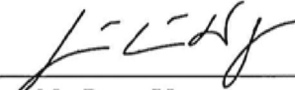


AUTHORIZED REPRESENTATIVE OF  
GAIN STAR MANAGEMENT LIMITED  
(BVI)


By: 

Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
GRAND SUCCESS INVESTMENT  
(SINGAPORE) PRIVATE LIMITED

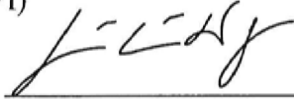
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
HILL COSMOS INTERNATIONAL  
LIMITED (BVI)

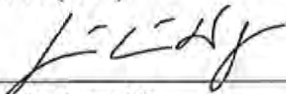
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
LOYAL MARK HOLDINGS LIMITED  
(BVI)

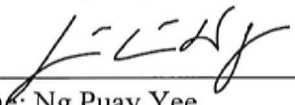
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
METRO ISLAND INTERNATIONAL  
LIMITED (BVI)

By:   
Name: Ng Puay Yee

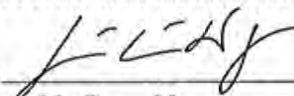
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
MISSION EXCEL INTERNATIONAL  
LIMITED (BVI)

By:   
Name: Ng Puay Yee

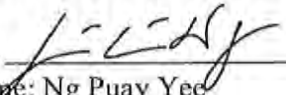
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
NATPROP INVESTMENTS LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

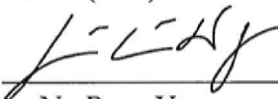
AUTHORIZED REPRESENTATIVE OF  
PIONEER LOGISTICS LIMITED (BVI)

By:   
Name: Ng Puay Yee

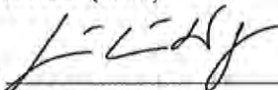
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AUTHORIZED REPRESENTATIVE OF  
SEA CAPITAL INTERNATIONAL  
LIMITED (BVI)

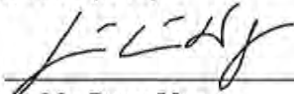
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SHINE BRIGHT MANAGEMENT  
LIMITED (BVI)

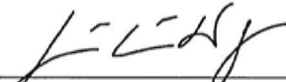
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
SUPERB CHOICE INTERNATIONAL  
LIMITED (BVI)

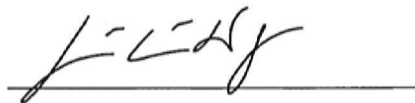
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
TOYAMA HOLDINGS LIMITED (BVI)

By: 


Name: Ng Puay Yee

NG PUAY YEE

A handwritten signature in black ink, appearing to read 'NG PUAY YEE', is written over a horizontal line.

AMENDMENT AGREEMENT - SIGNATURE PAGES

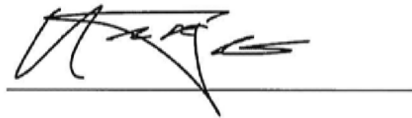
NG JOO PUAY, FRANK



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AMENDMENT AGREEMENT - SIGNATURE PAGES

NG JOO KWEE

A handwritten signature in black ink, appearing to be 'NG JOO KWEE', is written over a horizontal line.

AMENDMENT AGREEMENT - SIGNATURE PAGES

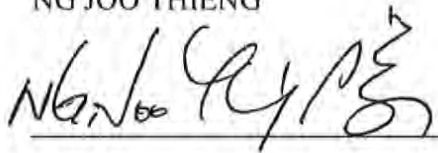
NG JOO SIANG

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AMENDMENT AGREEMENT - SIGNATURE PAGES

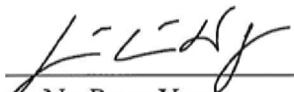


NG JOO THIENG

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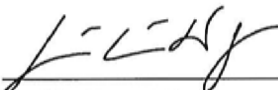
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AUTHORIZED REPRESENTATIVE OF  
ACE FIELD LIMITED

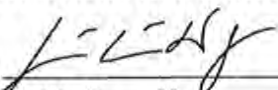
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
ALLIANCE CAPITAL ENTERPRISES  
LIMITED

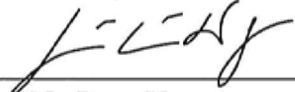
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
ANDES AGENCY LIMITED

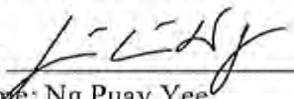
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
ANDESHALI NAMIBIA INVESTMENT  
HOLDINGS (PROPRIETARY) LIMITED

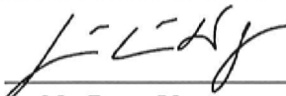
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
AQUA FOODS (QINGDAO) CO LTD.

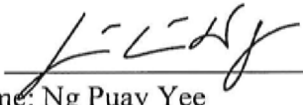
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
AQUA MANAGEMENT LIMITED

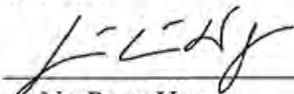
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
ASARMONA HOLDINGS LIMITED

By:   
Name: Ng Puay Yee

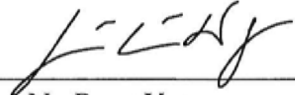


AUTHORIZED REPRESENTATIVE OF  
ATLANTIC PACIFIC FISH PROCESSORS  
(PTY) LTD.

By:   
Name: Ng Puay Yee

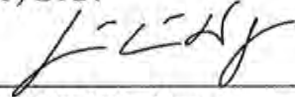
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
ATLANTIC PACIFIC FISHING (PTY) LTD.

By: 

Name: Ng Puay Yee

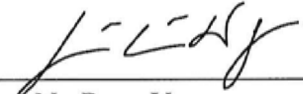
AUTHORIZED REPRESENTATIVE OF  
ATLANTIC PACIFIC MANAGEMENT  
(PTY) LTD.

By: 

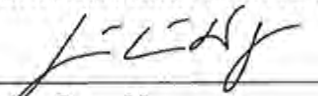
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
BESTMATE INVESTMENTS LIMITED

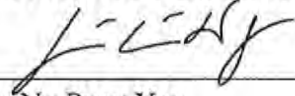
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
BONAIRE DEVELOPMENTS LIMITED

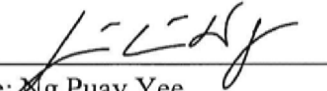
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

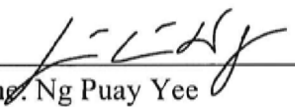
AUTHORIZED REPRESENTATIVE OF  
BRANDBERG (MAURITIUS)  
INVESTMENTS HOLDING LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
BRANDBERG NAMIBIA INVESTMENTS  
COMPANY (PROPRIETARY) LIMITED

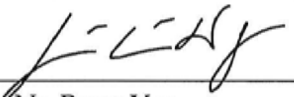
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
CFG INVESTMENTS (SHANGHAI) LTD

By:   
Name: Ng Puay Yee

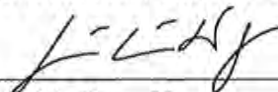


AUTHORIZED REPRESENTATIVE OF  
CHAMPION SHIPPING LIMITED

By:   
Name: Ng Puay Yee

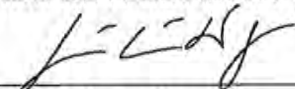
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
CHASTERTON GROUP LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

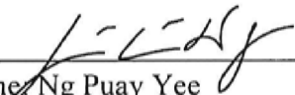
AUTHORIZED REPRESENTATIVE OF  
CHINA COLD CHAIN FOOD PRODUCTS  
TRADE DEVELOPMENT LIMITED

By: 

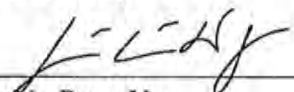
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

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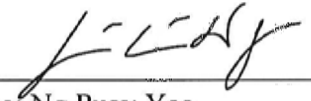
By:   
Name: ~~Ng Puay Yee~~

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(HONG KONG)

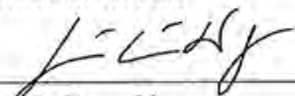
By:   
Name: Ng Puay Yee

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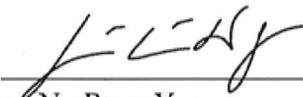
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
CONRED LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

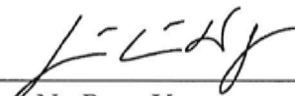
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By:   
Name: Ng Puay Yee

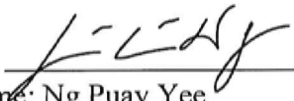
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By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
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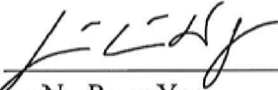
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AUTHORIZED REPRESENTATIVE OF  
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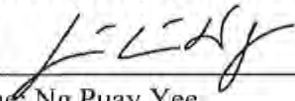
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
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By:   
Name: Ng Puay Yee

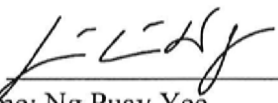
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AUTHORIZED REPRESENTATIVE OF  
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By:   
Name: Ng Puay Yee

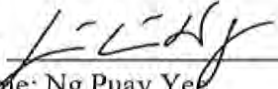
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By:   
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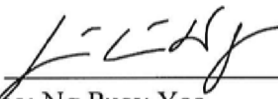
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FORTUNE MIDAS LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

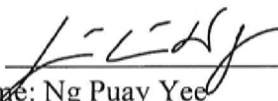
AUTHORIZED REPRESENTATIVE OF  
FULL ENRICH LIMITED

By:   
Name: Ng Puay Yee


AMENDMENT AGREEMENT - SIGNATURE PAGES



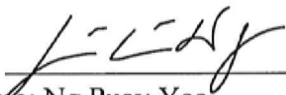
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GLOBAL RESEARCH GROUP INC.

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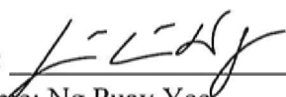
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GLOBAL RESEARCH SERVICES INC.

By:   
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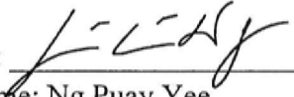
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GLORIOUS OCEAN LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
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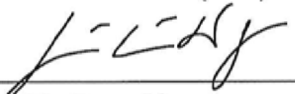
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
GRANDWELL INVESTMENT GROUP  
LIMITED

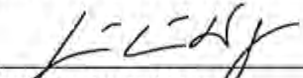
By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
HENG HOLDINGS (BVI) LIMITED

By:   
Name: Ng Puay Yee

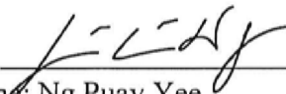
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INMOBILIARIA GAINESVILLE S.A.C.

By: 

Name: Ng Puay Yee

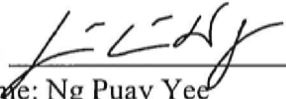
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AUTHORIZED REPRESENTATIVE OF  
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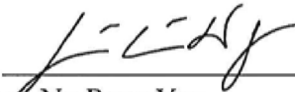
By:   
Name: Ng Puay Yee



AUTHORIZED REPRESENTATIVE OF J.  
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EN PESCA SAC

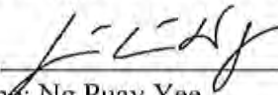
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
JOIN POWER ASSETS LIMITED

By:   
Name: Ng Puay Yee

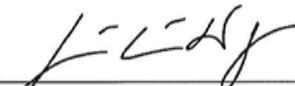
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
KYOSHOKU COMPANY LIMITED

By:   
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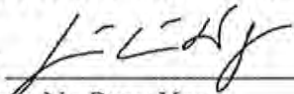
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
KYOSHOKU MARKETING COMPANY  
LIMITED

By: 

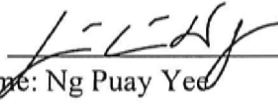
Name: Ng Puay Yee

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LIONS CITY INVESTMENT INC.

By:   
Name: Ng Puay Yee

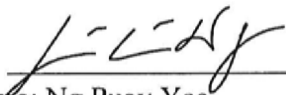
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
MACRO CAPITALES S.A.

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
MASTONIA INVESTMENTS LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
MODERN ENERGY HOLDINGS LIMITED

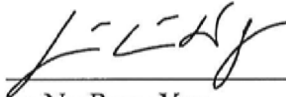
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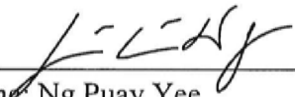


AUTHORIZED REPRESENTATIVE OF  
NAITONAL FISH & SEAFOOD LIMITED

By:   
Name: Ng Puay Yee

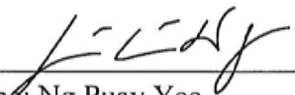
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AUTHORIZED REPRESENTATIVE OF  
NATIONAL FISH & SEAFOOD  
MANAGEMENT LIMITED

By:   
Name: Ng Puay Yee

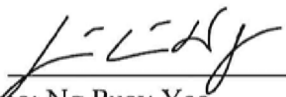
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AUTHORIZED REPRESENTATIVE OF  
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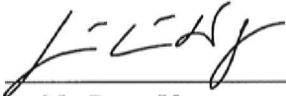
By:   
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AMENDMENT AGREEMENT - SIGNATURE PAGES

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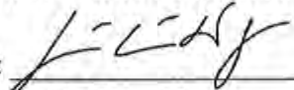
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
ONN PROFITS LIMITED

By: 

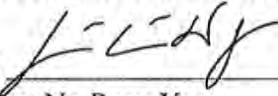
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
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By:   
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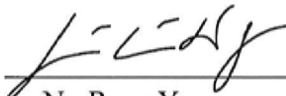
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF PA  
CAPITAL INVESTMENT LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

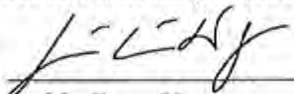
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PACIFIC ANDES (EP) LTD

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

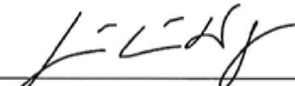


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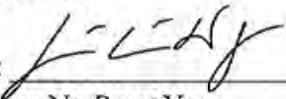
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES (HP) LIMITED

By: 

Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES DEVELOPMENT  
LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

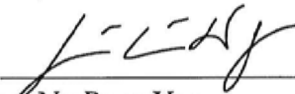
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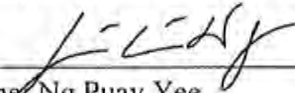
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AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES ENTERPRISES (HONG  
KONG) LIMITED

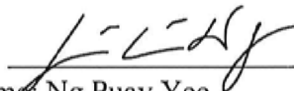
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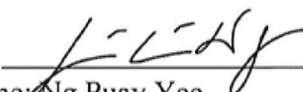
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Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES FOOD (HONG KONG)  
COMPANY LIMITED

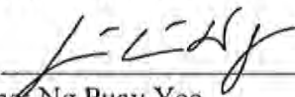
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By:   
Name: Ng Puay Yee

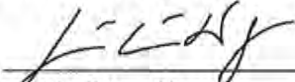


AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES INTERNATIONAL  
TRADE LIMITED

By:   
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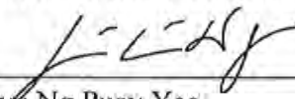
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AUTHORIZED REPRESENTATIVE OF  
PACIFIC ANDES TREASURY  
MANAGEMENT LIMITED

By:   
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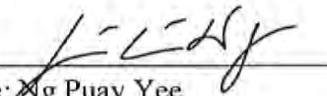
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AUTHORIZED REPRESENTATIVE OF  
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By:   
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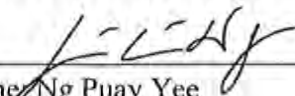
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AUTHORIZED REPRESENTATIVE OF  
PACIFIC FRUIT TRADING LIMITED

By:   
Name: Ng Puay Yee

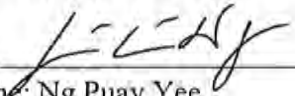
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AUTHORIZED REPRESENTATIVE OF  
PACO (ET) LIMITED

By:   
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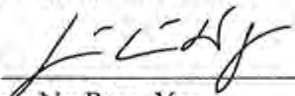
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PACO (GT) LIMITED

By:   
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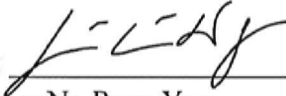
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AUTHORIZED REPRESENTATIVE OF  
PACO (HT) LIMITED

By:   
Name: Ng Puay Yee


AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACO ALPHA LIMITED

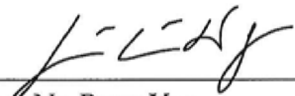
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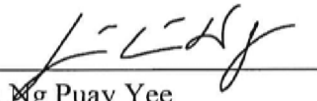
AUTHORIZED REPRESENTATIVE OF  
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By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
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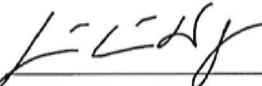
By:   
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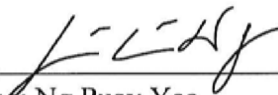
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AMENDMENT AGREEMENT - SIGNATURE PAGES

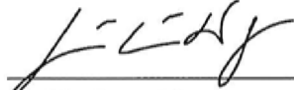
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By:   
Name: Ng Puay Yee

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PACO THETA LIMITED

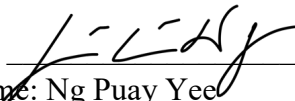
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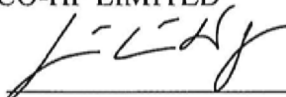
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AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF PACO-GP  
LIMITED

By:   
Name: Ng Puay Yee

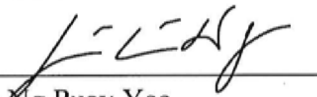
AUTHORIZED REPRESENTATIVE OF  
PACO-HP LIMITED

By: \_\_\_\_\_

Name: Ng Puay Yee

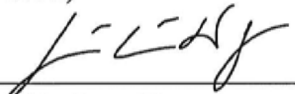


AUTHORIZED REPRESENTATIVE OF  
PACO (QP) LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
PACOS PROCESSING LIMITED  
(CYPRUS)

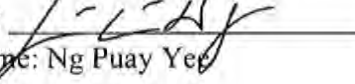
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
PACOS TRADING LIMITED (CYPRUS)

By: \_\_\_\_\_

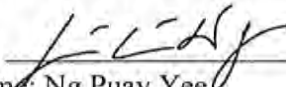
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
PAE LIMITED

By:   
Name: Ng Puay Yee

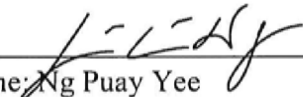
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PARAMOUNT HOLDINGS LIMITED

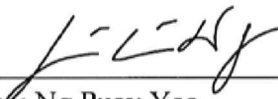
By:   
Name: Ng Puay Yee

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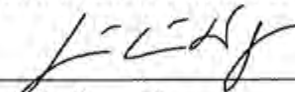
AUTHORIZED REPRESENTATIVE OF  
PEAKLANE DEVELOPMENT LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
PEAKSVILLE LIMITED

By:   
Name: Ng Puay Yee

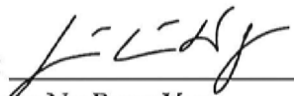
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PELICAN FOOD LIMITED

By:   
Name: Ng Puay Yee

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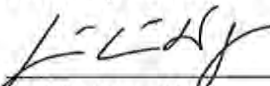


AUTHORIZED REPRESENTATIVE OF  
POWERROUTE LIMITED

By:   
Name: Ng Puay Yee

AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
POWERTECH ENGINEERING  
(QINGDAO) LIMITED

By:   
Name: Ng Puay Yee

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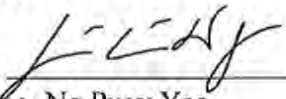
AUTHORIZED REPRESENTATIVE OF  
PREMIUM CHOICE GROUP LIMITED

By: 

Name: Ng Puay Yee


AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
QINGDAO CANNING FOODSTUFF CO.  
LTD.

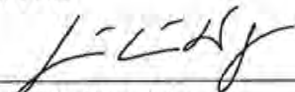
By:   
Name: Ng Puay Yee

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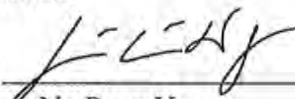
AUTHORIZED REPRESENTATIVE OF  
QINGDAO PACIFIC ANDES  
INTERNATIONAL TRADE LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
QINGDAO PACIFIC ANDES  
INTERNATIONAL TRADING COMPANY  
LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
QUALITY FOOD (SINGAPORE) PTE  
LIMITED

By:   
Name: Ng Puay Yee

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AUTHORIZED REPRESENTATIVE OF  
RAWLEY TRADING LIMITED

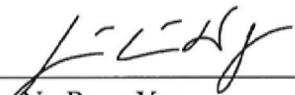
By: 

Name: Ng Puay Yee

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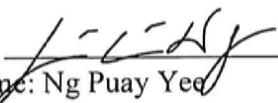


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RICH REWARD ASSETS LIMITED

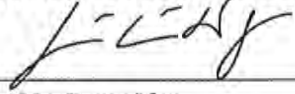
By:   
Name: Ng Puay Yee

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AUTHORIZED REPRESENTATIVE OF  
RICH SYSTEM LIMITED

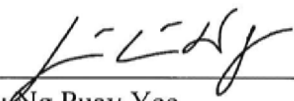
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
RINGSTON HOLDINGS LIMITED

By:   
Name: Ng Puay Yee

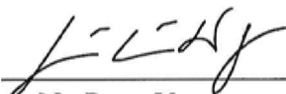
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SEVENSEAS ENTERPRISES LIMITED

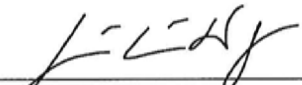
By:   
Name: Ng Puay Yee

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AUTHORIZED REPRESENTATIVE OF  
SILLIKER HONG KONG LIMITED

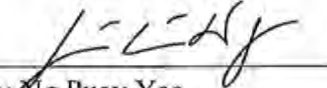
By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SUSTAINABLE FISHING RESOURCES  
S.A.C.

By: 

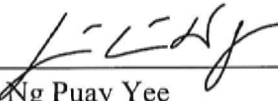
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SUSTAINABLE PELAGIC FISHERY  
S.A.C.

By:   
Name: Ng Puay Yee

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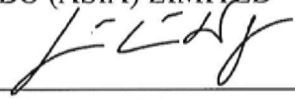
AUTHORIZED REPRESENTATIVE OF  
TRADE OCEAN LIMITED

By:   
Name: Ng Puay Yee

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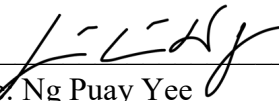


AUTHORIZED REPRESENTATIVE OF  
TURBO (ASIA) LIMITED

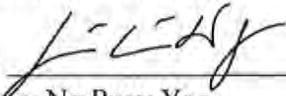
By:   
Name: Ng Puay Yee

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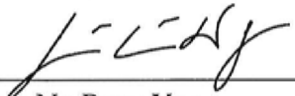
AUTHORIZED REPRESENTATIVE OF  
VALUE FOOD SUPPLY LIMITED (BVI)

By:   
Name: Ng Puay Yee

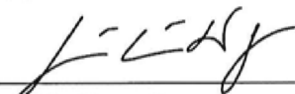
AUTHORIZED REPRESENTATIVE OF  
VISION INVEST LTD.

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
VOTAMOS HOLDINGS LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
WATON ENTERPRISES LIMITED

By:   
Name: Ng Puay Yee

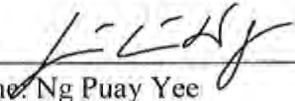
AUTHORIZED REPRESENTATIVE OF  
WEALTHY NATION HOLDINGS  
LIMITED

By: 

Name: Ng Puay Yee

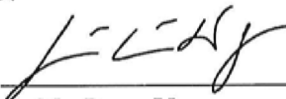
AMENDMENT AGREEMENT - SIGNATURE PAGES

AUTHORIZED REPRESENTATIVE OF  
WELL HOPE INTERNATIONAL LIMITED

By:   
Name: Ng Puay Yee

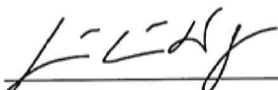
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AUTHORIZED REPRESENTATIVE OF  
XINXING FOODSTUFFS (QINGDAO) CO.  
LTD.

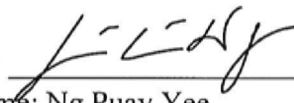
By:   
Name: Ng Puay Yee



AUTHORIZED REPRESENTATIVE OF  
OCEAN KINGDOM ENTERPRISES  
LIMITED

By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF  
SMART GROUP LIMITED (CAYMAN)


By:   
Name: Ng Puay Yee

AUTHORIZED REPRESENTATIVE OF CFG  
INVESTMENTS S.A.C.

By: 

Name: Michael E. Foreman

AUTHORIZED REPRESENTATIVE OF  
CORPORACION PESQUERA INCA S.A.C.

By: 

Name: Michael E. Foreman

AUTHORIZED REPRESENTATIVE OF  
CORPORACION PESQUERA INCA S.A.C.

By: 

Name: Francisco Paniagua

AUTHORIZED REPRESENTATIVE OF  
COPEINCA AS (NORWAY)

By: \_\_\_\_\_

Name: Francisco Paniagua

AUTHORIZED REPRESENTATIVE OF  
COPEINCA INTERNACIONAL, S.A.

By: 

Name: Francisco Paniagua

AUTHORIZED REPRESENTATIVE OF  
CONSORCIO VOLLMACHT/SAC

By:  \_\_\_\_\_

Name: Francisco Paniagua



AUTHORIZED REPRESENTATIVE OF PFB  
FISHERIES B.V.

By: 

Name: Francisco Paniagua

AUTHORIZED REPRESENTATIVE OF  
INMOBILIARIA Y CONSTRUCTORA PAHK  
S.A.C.

By: 

Name: Francisco Paniagua

AUTHORIZED REPRESENTATIVE OF  
INMOBILIARIA Y CONSTRUCTORA PAHK  
S.A.C.

By: 

Name: Jose Miguel Tirado