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Counsel for Michael E. Foreman, Plan Administrator for

CFG Peru Investments Pte. Limited (Singapore)

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

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

In re:

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

Debtors.¹

Chapter 11

Case No. 16-11895 (JLG)

(Jointly Administered)

In re:

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

Chapter 11

Case No. 16-11914 (JLG)

(Jointly Administered)

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

**NOTICE OF HEARING ON THIRTEENTH INTERIM AND FINAL FEE
APPLICATION OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO THE CHAPTER 11 TRUSTEE FOR (I) THE
THIRTEENTH INTERIM PERIOD FROM NOVEMBER 1, 2020 THROUGH
AND INCLUDING JUNE 10, 2021 AND (II) THE ENTIRE CASE PERIOD FROM
NOVEMBER 18, 2016 THROUGH AND INCLUDING JUNE 10, 2021**

PLEASE TAKE NOTICE that a hearing on the *Thirteenth Interim and Final Fee Application of Skadden, Arps, Slate, Meagher & Flom LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Chapter 11 Trustee for (I) the Thirteenth Interim Period From November 1, 2020 Through and Including June 10, 2021 and (II) the Entire Case Period From November 18, 2016 Through and Including June 10, 2021* (the “Application”) will be held before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 601, New York, New York 10004 (the “Bankruptcy Court”), on **October 27, 2021 at 11:00 a.m. (Prevailing Eastern Time)** (the “Hearing”), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE, that the Hearing will be conducted through Zoom for Government. Any parties wishing to participate must do so through Zoom for Government by registering at <https://www.nysb.uscourts.gov/content/judge-james-l-garrity-jr> by **4:00 p.m. (Prevailing Eastern Time) on October 25, 2021.**

PLEASE TAKE FURTHER NOTICE that responses or objections to the Application and the relief requested therein, if any, must be made in writing and (a) filed with the Bankruptcy Court no later than **4:00 p.m. (Prevailing Eastern Time) on October 20, 2021** (the “Objection Deadline”) and (b) served so as to be actually received by the following parties by the Objection Deadline:

(i) counsel for Michael E. Foreman, the Plan Administrator for CFG Peru Investments Pte. Limited (Singapore), and former counsel for William A. Brandt, Jr., the Chapter

11 Trustee for the bankruptcy estate of CFG Peru Investments Pte. Limited (Singapore), Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001-8602, Attn: Lisa Laukitis (lisa.laukitis@skadden.com), and Clark Xue (clark.xue@skadden.com), and Skadden, Arps, Slate, Meagher & Flom LLP, 500 Boylston Street, Boston, Massachusetts 02116, Attn: Elizabeth Downing (liz.downing@skadden.com);

(ii) counsel for the other Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew S. Barr, Esq. (matt.barr@weil.com), Marcia Goldstein (marcia.goldstein@weil.com), and Gabriel A. Morgan (gabriel.morgan@weil.com), and Klestadt Winters Jureller Southard & Stevens, LLP, Attn: Tracy Klestadt (tklestadt@klestadt.com), and John Jureller, Jr. (jjureller@klestadt.com);

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

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

(v) the Plan Administrator for CFG Peru Investments Pte. Limited (Singapore), 24 Talcott Road, Rye Brook, NY 10573, Attn: Michael E. Foreman (michael@foremanlawpllc.com).

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

Dated: September 13, 2021
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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*Counsel for Michael E. Foreman, Plan Administrator for
CFG Peru Investments Pte. Limited (Singapore)
Former Counsel for William A. Brandt, Jr., Chapter 11
Trustee*

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

**THIRTEENTH INTERIM AND FINAL FEE APPLICATION OF
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO THE CHAPTER 11 TRUSTEE FOR
(I) THE THIRTEENTH INTERIM PERIOD FROM NOVEMBER 1, 2020
THROUGH AND INCLUDING JUNE 10, 2021 AND (II) THE ENTIRE CASE PERIOD
FROM NOVEMBER 18, 2016 THROUGH AND INCLUDING JUNE 10, 2021**

General Information

Name of Applicant:	Skadden, Arps, Slate, Meagher & Flom LLP
Authorized to Provide Services to:	William A. Brandt, Jr. as Chapter 11 Trustee of CFG Peru Investments Pte. Limited
Petition Date:	June 30, 2016
Date of Retention:	<i>Nunc pro tunc</i> to November 18, 2016

Summary of Fees and Expenses Sought in the Application for the Thirteenth Interim Period

This is a/an:	<input type="checkbox"/> monthly application <input checked="" type="checkbox"/> interim application <input type="checkbox"/> final application
Period for Which Compensation and Expense Reimbursement is Sought:	November 1, 2020 through and including June 10, 2021 (the “ <u>Thirteenth Interim Period</u> ”)
Amount of Actual, Reasonable and Necessary Compensation Attributable to the Thirteenth Interim Period:	\$4,049,273.82
Amount of Expense Reimbursement Requested as Actual, Reasonable and Necessary:	\$20,307.06
Voluntary Fee Waiver and Expense Reduction in the Thirteenth Interim Period:	\$53,279.54

Total Compensation and Expense \$4,069,580.88²
Reimbursement Attributable to the Thirteenth
Interim Period:

Summary of Fees and Expenses Sought in the Application for the Entire Case Period

This is a/an: ☐ monthly application
☐ interim application
☒ final application

Period for Which Compensation and Expense Reimbursement is Sought: November 18, 2016 through and including June 10, 2021 (the “Entire Case Period”)

Amount of Actual, Reasonable and Necessary Compensation Attributable to the Entire Case Period: \$25,727,170.76³

Amount of Expense Reimbursement Requested as Actual, Reasonable and Necessary: \$405,622.46

Voluntary Fee Waiver and Expense Reduction in the Entire Case Period: \$1,791,211.08

² Skadden submitted monthly fee statements for the months covered by the Thirteenth Interim Period on various dates through August 30, 2021.

³ Through this Application, Skadden requests authorization of additional fees and expenses incurred in connection with the preparation, filing, and prosecution of this Application between the period from June 11, 2021, through and including the date of the hearing on this Application (the “Supplemental Fee Period”), which are estimated in the amount of approximately \$140,000.00. Skadden will invoice the Plan Administrator for the lower of \$140,000.00 or the actual amounts incurred during the Supplemental Fee Period. The amounts sought in this Application do not reflect the fees and expenses incurred in connection therewith.

(cont'd)

Total Compensation and Expense \$26,132,793.22⁴
Reimbursement Attributable to the Entire
Case Period:

Summary of Fees, Professionals, Rates and Budget for the Thirteenth Interim Period

Total Allowed Compensation and Expense \$4,069,580.88⁵
Reimbursement Sought in this Application for
the Thirteenth Interim Period Already Paid
Pursuant to the Interim Compensation
Procedures Order and the Confirmation Order
but Not Yet Approved:

Blended Rate in this Application for All \$1,108.09
Attorneys:

Blended Rate in this Application for All \$1,077.28
Timekeepers:

Number of Professionals and 35
Paraprofessionals Included in this Application
for the Thirteenth Interim Period:

Number of Professionals and 12
Paraprofessionals Billing Fewer than 15
Hours to this Case during the Thirteenth
Interim Period:

⁴ Skadden submitted monthly fee statements for the months covered by the Entire Case Period on various dates through August 30, 2021.

⁵ This represents 100% of fees (\$4,049,273.82), and 100% of expenses (\$20,307.06) requested for the months of November 2020 [Dkt. No. 2284], December 2020 [Dkt. No. 2314], January 2021 [Dkt. No. 2361], February 2021 [Dkt. No. 2394], March 2021 [Dkt. No. 2516], April 2021 [Dkt. No. 2555], May 2021 [Dkt. No. 2633], and June 2021 [Dkt. No. 2650].

Increase in Rates:

On January 1, 2021, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of each of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 2237].

Summary of Fees, Professionals, Rates and Budget for the Entire Case Period

Total Allowed Compensation and Expense \$26,132,793.22⁶
Reimbursement Sought in this Application for
the Entire Case Period Already Paid Pursuant
to the Interim Compensation Procedures
Order and the Confirmation Order but Not
Yet Approved:

⁶ For the period spanning November 18, 2016, through February 28, 2017 (the "First Interim Period"), Skadden has received \$1,344,766.23 in payment, representing 100% of fees (\$1,283,243.00), and 100% of expenses (\$61,523.23) requested in the First Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from November 18, 2016 Through and Including February 28, 2017 [Dkt. No. 551] (the "First Interim Compensation Order").

For the period spanning March 1, 2017, through June 30, 2017 (the "Second Interim Period"), Skadden has received \$1,951,927.19 in payment, representing 100% of fees (\$1,907,074.01), and 100% of expenses (\$44,853.15) requested in the Second Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from March 1, 2017 Through and Including June 30, 2017 [Dkt. No. 856] (the "Second Interim Compensation Order").

For the period spanning July 1, 2017, through October 31, 2017 (the "Third Interim Period"), Skadden has received \$2,754,349.94 in payment, representing 100% of fees (\$2,688,904.06), and 100% of expenses (\$65,445.88) requested in the Third Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from July 1, 2017 Through and Including October 31, 2017 [Dkt. No. 1051] (the "Third Interim Compensation Order").

For the period spanning November 1, 2017, through February 28, 2018 (the "Fourth Interim Period"), Skadden has received \$1,695,534.43 in payment, representing 100% of fees (\$1,662,992.00), and 100% of expenses (\$32,542.43) requested in the Fourth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from November 1, 2017 Through and Including February 28, 2018 [Dkt. No. 1299] (the "Fourth Interim Compensation Order").

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For the period spanning March 1, 2018, through June 30, 2018 (the “Fifth Interim Period”), Skadden has received \$2,408,213.42 in payment, representing 100% of fees (\$2,372,196.25), and 100% of expenses (\$36,017.17) requested in the Fifth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from March 1, 2018 Through and Including June 30, 2018 [Dkt. No. 1419] (the “Fifth Interim Compensation Order”).

For the period spanning July 1, 2018, through October 31, 2018 (the “Sixth Interim Period”), Skadden has received \$1,519,716.71 in payment, representing 100% of fees (\$1,495,011.50) and 100% of expenses (\$24,705.21) requested in the Sixth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from July 1, 2018 Through and Including October 31, 2018 [Dkt. No. 1655] (the “Sixth Interim Compensation Order”).

For the period spanning November 1, 2018, through February 28, 2019 (the “Seventh Interim Period”), Skadden has received \$2,054,496.10 in payment, representing 100% of fees (\$2,015,428.27) and 100% of expenses (\$39,067.83) requested in the Seventh Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from November 1, 2018 Through and Including February 28, 2019 [Dkt. No. 1814] (the “Seventh Interim Compensation Order”).

For the period spanning March 1, 2019, through June 30, 2019 (the “Eighth Interim Period”), Skadden has received \$2,126,894.47 in payment, representing 100% of fees (\$2,087,536.20) and 100% of expenses (\$39,358.27) requested in the Eighth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from March 1, 2019 Through and Including June 30, 2019 [Dkt. No. 2100] (the “Eighth Interim Compensation Order”).

For the period spanning July 1, 2019, through October 31, 2019 (the “Ninth Interim Period”), Skadden has received \$2,116,331.06 in payment, representing 100% of fees (\$2,096,709.55) and 100% of expenses (\$19,621.51) requested in the Ninth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from July 1, 2019 Through and Including October 31, 2019 [Dkt. No. 2207] (the “Ninth Interim Compensation Order”).

For the period spanning November 1, 2019, through February 29, 2020 (the “Tenth Interim Period”), Skadden has received \$1,997,350.48 in payment, representing 100% of fees (\$1,975,772.97) and 100% of expenses (\$21,577.51) requested in the Tenth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from November 1, 2019 Through and Including February 29, 2020 [Dkt. No. 2208] (the “Tenth Interim Compensation Order”).

For the period spanning March 1, 2020, through June 30, 2020 (the “Eleventh Interim Period”), Skadden has received \$1,333,159.63 in payment, representing 100% of fees (\$1,327,368.97) and 100% of expenses (\$5,790.66) requested in the Eleventh Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from March 1, 2020 Through and Including June 30, 2020 [Dkt. No. 2325] (the “Eleventh Interim Compensation Order”).

For the period spanning July 1, 2020, through October 31, 2020 (the “Twelfth Interim Period”), Skadden has received \$767,356.71 in payment, representing 100% of fees (\$765,660.16) and 100% of expenses (\$1,696.55) requested in the Twelfth Interim Fee Application of Skadden, Arps, Slate, Meagher & Flom, LLP for Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Trustee for the Period from July 1, 2020 Through and Including October 31, 2020 [Dkt. No. 2608] (the “Twelfth Interim Compensation Order,” and together with the First Interim Compensation Order, the Second Interim Compensation Order, the Third Interim Compensation Order, the Fourth Interim Compensation Order, the Fifth Interim Compensation

(cont'd)

Blended Rate in this Application for All Attorneys: \$920.81

Blended Rate in this Application for All Timekeepers: \$885.53

Number of Professionals and Paraprofessionals Included in this Application for the Entire Case Period: 152

Number of Professionals and Paraprofessionals Billing Fewer than 15 Hours to this Case: 94

Order, Sixth Interim Compensation Order, the Seventh Interim Compensation Order, the Eighth Interim Compensation Order, the Ninth Interim Compensation Order, the Tenth Interim Compensation Order, and the Eleventh Interim Compensation Order, the “Interim Compensation Orders”).

For the Thirteenth Interim Period, Skadden has received \$4,063,709.78 in payment, representing 100% of fees (\$4,043,376.91) and 100% of expenses (\$20,307.06) requested for the months of November 2020 [Dkt. No. 2284], December 2020 [Dkt. No. 2314], January 2021 [Dkt. No. 2361], February 2021 [Dkt. No. 2394], March 2021 [Dkt. No. 2516], April 2021 [Dkt. No. 2555], May 2021 [Dkt. No. 2633], and June 2021 (through June 10, 2021 only) [Dkt. No. 2650]. Pursuant to the Creditor Plan (as defined below), no Holdbacks (as defined below) remain outstanding.

Cumulatively, Skadden has received \$26,133,806.12 in payment, representing 100% of fees (\$25,721,273.85) and 100% of expenses (\$412,532.27) approved pursuant to the Interim Compensation Orders or paid pursuant to the Confirmation Order since case inception. No fees or expenses have been disallowed.

Increase in Rates:

On January 1, 2017, January 1, 2018, January 1, 2019, January 1, 2020, and January 1, 2021, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of each of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. Nos. 277, 911, 1409, 1864, and 2237, respectively].

In addition, effective as of September 1, 2017, September 1, 2018, September 1, 2019, September 1, 2020, and September 1, 2021, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. Each of these increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases."

**PRIOR MONTHLY FEE STATEMENTS OF
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

DATE FILED	DOCKET NO.	PERIOD COVERED	FEES REQUESTED	EXPENSES REQUESTED	FEES AUTHORIZED	EXPENSES AUTHORIZED
12/30/2016	300	11/18/2016- 11/30/2016	\$173,168.00	\$14,782.68	\$173,168.00	\$14,782.68
1/31/2017	335	12/1/2016- 12/31/2016	\$379,291.00	\$14,711.40	\$379,291.00	\$14,711.40
3/1/2017	364	1/1/2017- 1/31/2017	\$350,820.50	\$11,206.31	\$350,820.50	\$11,206.31
3/30/2017	417	2/1/2017- 2/28/2017	\$379,963.50	\$20,822.84	\$379,963.50	\$20,822.84
5/1/2017	494	3/1/2017- 3/31/2017	\$529,785.26	\$8,650.56	\$529,785.26	\$8,650.56
5/31/2017	573	4/1/2017- 4/30/2017	\$423,991.50	\$19,969.29	\$423,991.50	\$19,969.29
6/30/2017	617	5/1/2017- 5/31/2017	\$425,953.75	\$7,637.34	\$425,953.75	\$7,637.34
7/28/2017	652	6/1/2017- 6/30/2017	\$527,343.50	\$8,595.96	\$527,343.50	\$8,595.96
8/30/2017	723	7/1/2017- 7/31/2017	\$854,586.12	\$32,182.15	\$854,586.12	\$32,182.15
10/4/2017	811	8/1/2017- 8/31/2017	\$696,923.38	\$17,482.57	\$696,923.38	\$17,482.57
10/31/2017	858	9/1/2017- 9/30/2017	\$586,979.77	\$3,290.51	\$586,979.77	\$3,290.51
12/4/2017	910	10/1/2017- 10/31/2017	\$550,414.79	\$12,490.65	\$550,414.79	\$12,490.65
12/29/2017	939	11/1/2017- 11/30/2017	\$473,732.50	\$20,060.48	\$473,732.50	\$20,060.48
1/29/2018	969	12/1/2017- 12/31/2017	\$329,046.50	\$5,733.16	\$329,046.50	\$5,733.16
2/26/2018	1003	1/1/2018- 1/31/2018	\$313,361.50	\$1,597.08	\$313,361.50	\$1,597.08
4/03/2018	1072	2/1/2018- 2/28/2018	\$546,851.50	\$5,151.71	\$546,851.50	\$5,151.71
4/30/2018	1115	3/1/2018- 3/30/2018	\$718,106.00	\$11,548.90	\$718,106.00	\$11,548.90
06/06/2018	1153	4/1/2018- 4/30/2018	\$808,849.50	\$14,813.37	\$808,849.50	\$14,813.37
7/12/2018	1203	5/1/2018- 5/31/2018	\$338,871.00	\$732.08	\$338,871.00	\$732.08
08/03/2018	1242	6/1/2018- 6/30/2018	\$506,369.75	\$8,922.82	\$506,369.75	\$8,922.82
08/27/2018	1277	7/1/2018 - 7/31/2018	\$227,691.00	\$4,872.00	\$227,691.00	\$4,872.00
10/01/2018	1334	8/1/2018 - 8/31/2018	\$432,757.50	\$8,600.50	\$432,757.50	\$8,600.50
10/31/2018	1363	9/1/2018 - 9/30/2018	\$369,352.50	\$6,149.63	\$369,352.50	\$6,149.63
12/11/2018	1408	10/1/2018 - 10/31/2018	\$465,210.50	\$5,083.08	\$465,210.50	\$5,083.08

DATE FILED	DOCKET NO.	PERIOD COVERED	FEES REQUESTED	EXPENSES REQUESTED	FEES AUTHORIZED	EXPENSES AUTHORIZED
1/7/2019	1428	11/1/2018 - 11/30/2018	\$533,587.00	\$9,938.53	\$533,587.00	\$9,938.53
2/11/2019	1483	12/1/2018 - 12/31/2018	\$438,651.52	\$15,285.14	\$438,651.52	\$15,285.14
3/4/2019	1508	1/1/2019 - 1/31/2019	\$560,981.50	\$6,362.56	\$560,981.50	\$6,362.56
4/1/2019	1525	2/1/2019 - 2/28/2019	\$482,208.25	\$7,481.60	\$482,208.25	\$7,481.60
5/7/2019	1590	3/1/2019 - 3/31/2019	\$518,441.38	\$13,993.13	\$518,441.38	\$13,993.13
5/31/2019	1603	4/1/2019 - 4/30/2019	\$524,273.51	\$6,927.48	\$524,273.51	\$6,927.48
6/25/2019	1628	5/1/2019 - 5/31/2019	\$573,502.29	\$14,246.99	\$573,502.29	\$14,246.99
8/6/2019	1678	6/1/2019 - 6/30/2019	\$471,319.02	\$4,190.67	\$471,319.02	\$4,190.67
9/6/2019	1719	7/1/2019 - 7/31/2019	\$674,747.00	\$2,289.81	\$674,747.00	\$2,289.81
9/27/2019	1738	8/1/2019 - 8/30/2019	\$361,798.68	\$5,780.40	\$361,798.68	\$5,780.40
10/30/2019	1785	9/1/2019 - 9/30/2019	\$385,912.00	\$7,074.04	\$385,912.00	\$7,074.04
11/26/2019	1831	10/1/2019 - 10/31/2019	\$674,251.87	\$4,477.26	\$674,251.87	\$4,477.26
1/6/2020	1910	11/1/2019 - 11/30/2019	\$200,940.00	\$8,720.99	\$200,940.00	\$8,720.99
2/4/2020	1946	12/1/2019 - 12/31/2019	\$622,728.00	\$8,473.71	\$622,728.00	\$8,473.71
3/2/2020	1976	1/1/2020 - 1/31/2020	\$620,343.61	\$3,168.31	\$620,343.61	\$3,168.31
5/4/2020	2031	2/1/2020 - 2/29/2020	\$531,761.36	\$1,214.50	\$531,761.36	\$1,214.50
6/15/2020	2069	3/1/2020 - 3/31/2020	\$420,050.28	\$1,348.75	\$420,050.28	\$1,348.75
7/8/2020	2103	4/1/2020 - 4/30/2020	\$164,053.00	\$843.40	\$164,053.00	\$843.40
7/30/2020	2127	5/1/2020 - 5/31/2020	\$251,351.50	\$1,156.23	\$251,351.50	\$1,156.23
9/14/2020	2159	6/1/2020 - 6/30/2020	\$491,914.19	\$2,442.28	\$491,914.19	\$2,442.28
9/18/2020	2173	7/1/2020 - 7/31/2020	\$181,177.50	\$831.05	\$181,177.50	\$831.05
10/12/2020	2195	8/1/2020 - 8/31/2020	\$144,013.00	\$60.61	\$144,013.00	\$60.61
11/5/2020	2217	9/1/2020 - 9/30/2020	\$237,398.79	\$325.46	\$237,398.79	\$325.46
11/30/2020	2235	10/1/2020 - 10/31/2020	\$203,070.87	\$479.43	\$203,070.87	\$479.43
1/4/2021	2284	11/1/2020 - 11/30/2020	\$202,327.57	\$273.46	\$202,327.57	\$273.46
1/27/2021	2314	12/1/2020 - 12/31/2020	\$390,398.10	\$418.01	\$390,398.10	\$418.01

DATE FILED	DOCKET NO.	PERIOD COVERED	FEES REQUESTED	EXPENSES REQUESTED	FEES AUTHORIZED	EXPENSES AUTHORIZED
3/5/2021	2361	1/1/2021 – 1/31/2021	\$388,315.91	\$823.21	\$388,315.91	\$823.21
4/2/2021	2394	2/1/2021 – 2/28/2021	\$176,066.00	\$268.86	\$176,066.00	\$268.86
5/28/2021	2516	3/1/2021 – 3/31/2021	\$359,841.62	\$802.24	\$359,841.62	\$802.24
6/7/2021	2555	4/1/2021 – 4/30/2021	\$1,018,043.11	\$4,628.49	\$1,018,043.11	\$4,628.49
8/11/2021	2633	5/1/2021 – 5/31/2021	\$1,075,061.96	\$10,605.13	\$1,075,061.96	\$10,605.13
8/30/2021	2650	6/1/2021 – 6/10/2021	\$439,219.55	\$2,487.66	\$439,219.55	\$2,487.66

* Skadden previously filed the First Interim Fee Application, the Second Interim Fee Application, the Third Interim Fee Application, the Fourth Interim Fee Application, the Fifth Interim Fee Application, the Sixth Interim Fee Application, the Seventh Interim Fee Application, the Eighth Interim Fee Application, the Ninth Interim Fee Application, the Tenth Interim Fee Application, the Eleventh Interim Fee Application, and the Twelfth Interim Fee Application [Dkt. Nos. 467, 762, 981, 1196, 1400, 1561, 1732, 1964, 2117, 2175, 2268, and 2408, respectively], which were approved by the Court pursuant to the Interim Compensation Orders subject to continued 20% holdbacks. Pursuant to the Creditor Plan (as defined below), all holdbacks have now been paid.

**TIME SUMMARY TO THIRTEENTH INTERIM AND FINAL FEE APPLICATION OF
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE THIRTEENTH
INTERIM PERIOD FROM NOVEMBER 1, 2020 – JUNE 10, 2021**

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
PARTNERS					
Anthony W. Clark	1979	Restructuring and Litigation	\$1,650.00	27.70	\$45,705.00
Edward Lam	1997	Corporate	\$1,650.00	6.50	\$10,725.00
Lisa Laukitis	2000	Restructuring	\$1,565.00	89.70	\$140,380.50
			\$1,650.00	405.90	\$669,735.00
Dominic McCahill	2003	Restructuring	£1,095.00	18.50	\$27,042.38
			£1,150.00	9.10	\$14,271.41
Peter Newman	2005	Restructuring	£1,095.00	38.90	\$59,042.17
Andrea L. Nicolas	1999	Capital Markets	\$1,565.00	1.00	\$1,565.00
			\$1,650.00	1.60	\$2,640.00
Eric B. Sensenbrenner	1996	Tax	\$1,850.00	2.70	\$4,995.00
Danny Tricot	1998	Corporate	£990.00	2.70	\$3,491.24
Partner Total				601.60	\$976,101.46
COUNSELS					
Wilfred Ho	2010	International Arbitration	\$1,235.00	0.40	\$494.00
Nicole Stephansen	2009	Restructuring	£940.00	29.80	\$38,830.05
Counsel Total				30.20	\$39,324.05
ASSOCIATES					
Arthur Chan	2016	Corporate	\$1,050.00	7.00	\$7,350.00
Liz Downing	2012	Restructuring	\$1,120.00	162.30	\$181,776.00
			\$1,180.00	1,037.50	\$1,224,250.00
Cameron M. Fee		Restructuring	\$1,125.00	283.30	\$318,712.50
Ebba Gebisa	2008	Restructuring	\$1,120.00	56.80	\$63,616.00
Nicholas S. Hagen	2019	Restructuring	\$825.00	63.30	\$52,222.50
			\$865.00	313.70	\$271,350.50
Daniel C. Kennedy	2020	Restructuring	\$735.00	348.20	\$255,927.00
Victor M. Kmetich	2015	Mergers & Acquisitions	\$1,125.00	0.30	\$337.50
Edward P. Mahaney-Walter	2014	Restructuring	\$1,180.00	0.50	\$590.00
Georgia Papathanasiou		Restructuring	£455.00	118.40	\$74,687.35
Zizi Petkova	2017	Mergers & Acquisitions	\$1,050.00	1.40	\$1,470.00
Desmond Siadat	2021	Restructuring	\$515.00	163.10	\$83,996.50
Sagar Singh		Restructuring	£300.00	5.20	\$2,165.05
Robert C. Stevenson	2010	Tax	\$1,180.00	1.20	\$1,416.00
Edward Taylor	2012	Restructuring	£740.00	4.10	\$4,038.29
			£780.00	80.70	\$87,318.09
Clark L. Xue	2016	Restructuring	\$1,030.00	103.90	\$107,017.00
			\$1,090.00	185.40	\$202,086.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
Associate Total				2,946.40	\$2,949,537.31
TRIAL CONSULTANT					
David J. Aranda		Trial Consulting	\$520.00	5.00	\$2,600.00
Trial Consultant Total				5.00	\$2,600.00
PARAPROFESSIONALS					
Andrea T. Bates		Restructuring	\$450.00	18.30	\$8,235.00
			\$470.00	81.20	\$38,164.00
Maureen A. Cleary		Research	\$450.00	2.30	\$1,035.00
			\$470.00	1.00	\$470.00
Tamsen Conner		Research	\$470.00	2.60	\$1,222.00
Eric Gilde		Professional Support	\$380.00	0.60	\$228.00
			\$395.00	1.80	\$711.00
Erica Harbeson		Research	\$470.00	0.90	\$423.00
Christopher M. Heaney		Restructuring	\$450.00	6.00	\$2,700.00
			\$470.00	42.00	\$19,740.00
Becca Heiser		Research	\$450.00	0.20	\$90.00
Wendy K. LaManna		Restructuring	\$450.00	3.80	\$1,710.00
			\$470.00	13.90	\$6,533.00
Rebecca B. Pasternak		Research	\$450.00	1.00	\$450.00
Paraprofessional Total				175.60	\$81,711.00
Total Attorney Fees				3,578.20	\$3,964,962.82
Attorney Blended Rate					\$1,108.09
Total for All Timekeepers				3,758.80	\$4,049,273.82
Blended Rate for All Time Keepers					\$1,077.28

**SUMMARY OF SERVICES RENDERED BY
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE
THIRTEENTH INTERIM PERIOD FROM NOVEMBER 1, 2020 – JUNE 10, 2021**

PROJECT CATEGORY	TOTAL HOURS	TOTAL FEES
Asset Dispositions (General)	132.10	\$130,640.50
Business Operations / Strategic Planning	3.80	\$5,651.50
Case Administration	180.60	\$142,502.00
Claims Admin. (General)	46.50	\$56,237.00
Creditor Meetings / Statutory Committees	14.70	\$14,304.00
Financing (DIP and Emergence)	110.40	\$114,104.50
Litigation (General)	1,213.50	\$1,337,572.70
Reorganization Plan / Plan Sponsors	1,772.60	\$1,974,890.02
Reports and Schedules	10.50	\$11,458.00
Retention / Fee Matters (SASM&F)	167.90	\$155,944.50
Retention / Fee Matters / Objections (Others)	104.70	\$104,170.10
U.S. Trustee Matters	1.50	\$1,799.00
TOTAL	3,758.80	\$4,049,273.82

**SUMMARY OF EXPENSES INCURRED BY
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE
THIRTEENTH INTERIM PERIOD FROM NOVEMBER 1, 2020 – JUNE 10, 2021**

DISBURSEMENTS	AMOUNT
Computer Legal Research	\$12,902.85
Long Distance Telephone	\$1,261.37
Reproduction-color (@ \$0.10 per page)	\$740.00
Outside Research	\$667.71
Filing/Court Fees	\$840.00
Court Reporting	\$923.35
Local Travel	\$177.61
Courier & Express Carriers (<i>e.g.</i> , Federal Express)	\$566.05
Postage	\$240.48
Electronic Document Management	\$1,987.64
TOTAL	\$20,307.06

**TIME SUMMARY TO THIRTEENTH INTERIM AND FINAL FEE APPLICATION OF
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE ENTIRE CASE
PERIOD FROM NOVEMBER 18, 2016 – JUNE 10, 2021**

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
PARTNERS					
Anthony W. Clark	1979	Restructuring and Litigation	\$697.50	4.90	\$3,417.75
			\$742.50	15.90	\$11,805.75
			\$1,335.00	8.90	\$11,881.50
			\$1,395.00	9.70	\$13,531.50
			\$1,485.00	66.80	\$99,198.00
			\$1,565.00	47.20	\$73,868.00
			\$1,650.00	27.70	\$45,705.00
Rajeev P. Duggal	1995	Corporate	\$1,335.00	0.70	\$934.50
David M. Edwards	2006	International Litigation and Arbitration	£940.00	9.00	\$10,760.09
Warren Feldman	1984	Government Enforcement and White Collar Crime	\$1,485.00	1.50	\$2,227.50
Jay Goffman	1984	Restructuring	\$1,425.00	7.50	\$10,687.50
			\$1,595.00	3.00	\$4,785.00
			\$1,695.00	0.50	\$847.50
Bruce Goldner	1993	Intellectual Property	\$1,335.00	0.60	\$801.00
Edward Lam	1997	Corporate	\$1,335.00	17.00	\$22,695.00
			\$1,395.00	13.20	\$18,414.00
			\$1,485.00	22.70	\$33,709.50
			\$1,650.00	6.50	\$10,725.00
Lisa Laukitis	2000	Restructuring	\$667.50	97.00	\$64,747.50
			\$668.00	166.50	\$114,438.75
			\$697.50	131.20	\$91,512.00
			\$742.50	176.40	\$130,977.00
			\$782.50	1.30	\$1,017.25
			\$1,275.00	69.30	\$88,357.50
			\$1,335.00	880.30	\$1,211,200.50
			\$1,395.00	632.20	\$881,919.00
			\$1,485.00	547.60	\$813,186.00
			\$1,565.00	427.10	\$668,411.50
			\$1,650.00	405.90	\$669,735.00
Gregory A. Litt	2001	International Litigation and Arbitration	\$1,350.00	0.80	\$1,080.00
Maxim Mayer-Cesiano	2006	Mergers & Acquisitions	\$975.00	57.50	\$56,062.50
			\$1,050.00	10.20	\$10,710.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
			\$1,100.00	19.10	\$21,010.00
			\$1,225.00	38.10	\$46,672.50
			\$1,350.00	12.50	\$16,875.00
			\$1,425.00	4.20	\$5,985.00
Rory McAlpine		International Litigation and Arbitration	\$1,410.00	0.80	\$1,128.00
Dominic McCahill	2003	Restructuring	\$1,350.00	12.80	\$17,280.00
			£930.00	9.40	\$11,009.30
			£970.00	5.00	\$6,174.93
			£1,040.00	38.10	\$51,058.22
			£1,095.00	43.30	\$62,024.47
			£1,150.00	9.10	\$14,271.41
Peter Newman	2005	Restructuring	£1,095.00	38.90	\$59,042.17
Andrea L. Nicolas	1999	Capital Markets	\$1,335.00	11.40	\$15,219.00
			\$1,395.00	7.20	\$10,044.00
			\$1,485.00	14.40	\$21,384.00
			\$1,565.00	7.70	\$12,050.50
			\$1,650.00	1.60	\$2,640.00
Richard Oliver	2007	Mergers & Acquisitions	\$1,225.00	0.30	\$367.50
Paul T. Schnell	1981	Mergers & Acquisitions	\$1,495.00	7.50	\$11,212.50
Eric B. Sensenbrenner	1996	Tax	\$1,495.00	42.30	\$63,238.50
			\$1,595.00	0.50	\$797.50
			\$1,850.00	2.70	\$4,995.00
Danny Tricot	1998	Corporate	£990.00	2.70	\$3,491.24
Sarah Ward	1987	Banking	\$1,495.00	31.70	\$47,391.50
			\$1,595.00	7.90	\$12,600.50
			\$1,695.00	1.30	\$2,203.50
Partner Total				4,237.10	\$5,699,514.83
COUNSELS					
Jessica N. Cohen	2000	IP & Technology Transactions	\$1,200.00	1.10	\$1,320.00
Jordan Feirman	2008	Intellectual Property Litigation	\$1,120.00	0.30	\$336.00
Parveet S. Gandoak	2007	Corporate	\$1,090.00	1.00	\$1,090.00
Wilfred Ho	2010	International Arbitration	\$1,235.00	0.40	\$494.00
George R. Howard	2014	Restructuring	\$1,015.00	101.80	\$103,327.00
Jason Liberi	2003	Restructuring	\$547.50	4.40	\$2,409.00
			\$600.00	5.70	\$3,420.00
			\$970.00	5.70	\$5,529.00
			\$1,095.00	216.10	\$236,629.50
			\$1,200.00	59.80	\$71,760.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
			\$1,260.00	139.40	\$175,644.00
Elizabeth A. Malone	2002	Environmental	\$1,090.00	0.40	\$436.00
Sarah Pierce	2005	Restructuring	\$1,040.00	55.80	\$58,032.00
			\$1,090.00	104.70	\$114,123.00
Hilel F. Pohulanik	2001	Latin American Corporate General	\$1,200.00	1.50	\$1,800.00
Nicole Stephansen	2009	Restructuring	£940.00	29.80	\$38,830.05
Melissa M. Tiarks	2009	Banking	\$1,120.00	6.10	\$6,832.00
Robert A. Weber	1991	Restructuring	\$1,140.00	38.70	\$44,118.00
Jonathan M. Wisebrod	2002	Corporate	\$1,090.00	3.00	\$3,270.00
Counsel Total				775.70	\$869,399.55
ASSOCIATES					
Esther Adzhiashvili	2015	Restructuring	\$425.00	1.50	\$637.50
			\$815.00	88.20	\$71,883.00
			\$850.00	176.80	\$150,280.00
			\$895.00	43.20	\$38,664.00
Jonathan I. Akinluyi	2015	Restructuring	\$746.00	7.50	\$5,596.83
Riccardo Alonzi	2017	Restructuring	£625.00	12.00	\$10,416.17
Olivia Bushell	2018	Restructuring	\$528.00	4.20	\$2,216.61
Meghan Byrnes	2015	Restructuring	\$675.00	113.60	\$76,680.00
			\$710.00	1,005.30	\$713,763.00
			\$815.00	100.60	\$81,989.00
Andres Caicedo	2017	Mergers & Acquisitions	\$390.00	208.10	\$81,159.00
			\$415.00	311.60	\$129,314.00
Arthur Chan	2016	Corporate	\$740.00	7.30	\$5,402.00
			\$785.00	19.70	\$15,464.50
			\$895.00	2.10	\$1,879.50
			\$1,050.00	7.00	\$7,350.00
Stephen J. Della Penna	2015	Restructuring	\$850.00	13.40	\$11,390.00
Liz Downing	2012	Restructuring	\$430.00	1.30	\$559.00
			\$447.50	39.50	\$17,676.25
			\$465.00	4.50	\$2,092.50
			\$482.50	2.50	\$1,206.25
			\$512.50	41.50	\$21,268.75
			\$820.00	218.00	\$178,760.00
			\$860.00	1,587.80	\$1,365,508.00
			\$895.00	588.60	\$526,797.00
			\$930.00	1,277.60	\$1,188,168.00
			\$965.00	490.00	\$472,850.00
			\$1,025.00	1,085.10	\$1,112,227.50
			\$1,120.00	357.50	\$400,400.00
			\$1,180.00	1,037.50	\$1,224,250.00
Oyere A. Etta	2019	Government Enforcement and	\$475.00	2.00	\$950.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
		White Collar Crime			
Cameron M. Fee		Restructuring	\$1,125.00	283.30	\$318,712.50
Ebba Gebisa	2008	Restructuring	\$525.00	42.30	\$22,207.50
			\$560.00	8.40	\$4,704.00
			\$1,050.00	799.50	\$839,475.00
			\$1,120.00	908.70	\$1,017,744.00
Richmond Glasgow	2015	Capital Markets	\$895.00	0.20	\$179.00
Nicholas S. Hagen	2019	Restructuring	\$550.00	70.40	\$38,720.00
			\$660.00	187.20	\$123,552.00
			\$695.00	289.40	\$201,133.00
			\$825.00	123.10	\$101,557.50
			\$865.00	313.70	\$271,350.50
Daniel Healow	2018	IP & Technology Transactions	\$550.00	0.40	\$220.00
Daniel Herszberg	2018	Mergers & Acquisitions	\$340.00	4.60	\$1,564.00
Wilfred Ho	2013	International Litigation and Arbitration	\$925.00	0.40	\$370.00
Benjamin D. Howard	2012	Mergers & Acquisition	\$850.00	16.80	\$14,280.00
Eleanor Hughes	2010	International Litigation and Arbitration	\$995.00	17.90	\$17,810.50
			\$1,050.00	14.90	\$15,645.00
Andreas Kafetzopoulos	2013	EU/International Competition	€ 750.00	3.40	\$3,048.77
Allie M. Keefe	2015	Restructuring	\$595.00	181.30	\$107,873.50
			\$710.00	42.50	\$30,175.00
Emily C. Keil	2018	Restructuring	\$660.00	70.40	\$46,464.00
Daniel C. Kennedy	2020	Restructuring	\$735.00	348.20	\$255,927.00
Elizabeth H. Klein	2016	Mergers & Acquisitions	\$595.00	60.20	\$35,819.00
			\$710.00	125.90	\$89,389.00
Victor M. Kmetich	2015	Mergers & Acquisitions	\$447.50	24.90	\$11,142.75
			\$850.00	60.30	\$51,255.00
			\$895.00	90.20	\$80,729.00
			\$950.00	106.60	\$101,270.00
			\$990.00	19.90	\$19,701.00
			\$1,030.00	4.10	\$4,223.00
			\$1,125.00	0.30	\$337.50
Herina Lee	2006	Banking	\$995.00	3.50	\$3,482.50
Deni Li	2014	Capital Markets	\$815.00	19.00	\$15,485.00
			\$860.00	0.50	\$430.00
			\$930.00	4.10	\$3,813.00
			\$990.00	1.30	\$1,287.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
			\$1,025.00	2.30	\$2,357.50
Edward P. Mahaney-Walter	2014	Restructuring	\$1,120.00	0.10	\$112.00
			\$1,180.00	0.50	\$590.00
Georgia Papathanasiou		Restructuring	£455.00	116.50	\$73,482.21
Camille Paulus	2007	Real Estate	\$925.00	4.70	\$4,347.50
			\$965.00	1.30	\$1,254.50
Zizi Petkova	2017	Mergers & Acquisitions	\$785.00	41.70	\$32,734.50
			\$895.00	15.00	\$13,425.00
			\$940.00	10.80	\$10,152.00
			\$1,050.00	1.40	\$1,470.00
Peter Qiu	2015	Corporate	\$895.00	15.20	\$13,604.00
Rich Ramirez	2018	Restructuring	\$257.50	1.10	\$283.25
			\$450.00	21.90	\$9,855.00
			\$515.00	320.20	\$164,903.00
			\$620.00	443.80	\$275,156.00
			\$660.00	139.30	\$91,938.00
Rebecca Rodal	2011	Intellectual Property	\$925.00	6.30	\$5,827.50
			\$965.00	0.60	\$579.00
Desmond Siadat	2021	Restructuring	\$515.00	163.10	\$83,996.50
Elizabeth A. Simon	2014	Litigation	\$1,030.00	87.30	\$89,919.00
Sagar Singh		Restructuring	£300.00	5.20	\$2,165.05
Michael Soud		International Litigation and Arbitration	\$360.00	1.80	\$648.00
Aaron D. Stanislawski	2017	Restructuring	\$415.00	323.40	\$134,211.00
			\$595.00	164.00	\$97,580.00
			\$620.00	190.40	\$118,048.00
Robert C. Stevenson	2010	Tax	\$462.50	3.80	\$1,757.50
			\$925.00	23.10	\$21,367.50
			\$965.00	36.50	\$35,222.50
			\$995.00	5.70	\$5,671.50
			\$1,050.00	3.00	\$3,150.00
			\$1,180.00	1.20	\$1,416.00
Emily C. Stork	2014	Banking	\$815.00	54.10	\$44,091.50
			\$860.00	4.80	\$4,128.00
			\$895.00	11.40	\$10,203.00
			\$930.00	4.80	\$4,464.00
Bram A. Stochlic	2015	Restructuring	\$710.00	9.70	\$6,887.00
Edward Taylor	2012	Restructuring	£710.00	20.10	\$18,104.10
			\$971.00	3.50	\$3,392.76
			£740.00	4.10	\$4,038.29
			£780.00	80.70	\$87,318.09
James R. Tennison	2018	Litigation	\$410.00	4.60	\$1,886.00
Ryan O. Tou	2012	Corporate	\$925.00	4.40	\$4,070.00
Steve Walsh	2018	Restructuring	\$515.00	21.00	\$10,815.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
Jessica F. Wilson	2019	Restructuring	\$450.00	6.20	\$2,790.00
			\$475.00	799.30	\$379,667.50
			\$550.00	64.90	\$35,695.00
			\$660.00	0.70	\$462.00
Clark L. Xue	2016	Restructuring	\$355.00	2.50	\$887.50
			\$425.00	30.40	\$12,920.00
			\$447.50	2.90	\$1,297.75
			\$475.00	2.80	\$1,330.00
			\$497.50	1.30	\$646.75
			\$595.00	575.10	\$342,184.50
			\$710.00	457.70	\$324,967.00
			\$740.00	1,387.90	\$1,027,046.00
			\$850.00	554.10	\$470,985.00
			\$895.00	1,337.00	\$1,196,615.00
			\$950.00	527.40	\$501,030.00
			\$995.00	673.40	\$670,033.00
			\$1,030.00	240.30	\$247,509.00
			\$1,090.00	185.40	\$202,086.00
Associate Total				22,327.00	\$18,682,648.13
INTERNATIONAL ASSOCIATES					
Valentina Arena	2014	Corporate	\$710.00	8.50	\$6,035.00
International Associate Total				8.50	\$6,035.00
CLIENT SPECIALISTS					
Maribel Perez		Legal Technology	\$470.00	18.00	\$8,460.00
Client Specialist Total				18.00	\$8,460.00
TRIAL CONSULTANT					
David J. Aranda		Trial Consulting	\$520.00	5.00	\$2,600.00
Todd Frank		Trial Consulting	\$520.00	29.30	\$15,236.00
Aaron Shorr		Trial Consulting	\$840.00	1.50	\$1,260.00
Trial Consultant Total				35.80	\$19,096.00
PARAPROFESSIONALS					
Jacob Aboodi		Restructuring	\$120.00	4.20	\$504.00
			\$240.00	8.20	\$1,968.00
Brianne Adler		Litigation	\$240.00	1.40	\$336.00
Laura A. Baldwin		Research	\$430.00	2.10	\$903.00
Andrea T. Bates		Restructuring	\$385.00	14.60	\$5,621.00
			\$410.00	23.00	\$9,430.00
			\$430.00	63.60	\$27,348.00
			\$450.00	89.50	\$40,275.00
			\$470.00	81.20	\$38,164.00
John Beaulieu		Technology Support	\$340.00	3.10	\$1,054.00
Rillian W. Butler		Mass Torts	\$87.50	2.10	\$183.75
			\$88.00	1.20	\$105.00
			\$93.00	1.30	\$120.25

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
			\$175.00	4.40	\$770.00
			\$185.00	1.80	\$333.00
Maureen A. Cleary		Research	\$365.00	0.80	\$292.00
			\$410.00	0.50	\$205.00
			\$430.00	2.90	\$1,247.00
			\$450.00	3.60	\$1,620.00
			\$470.00	1.00	\$470.00
David J. Coletti			\$395.00	1.00	\$395.00
Tamsen Conner		Research	\$385.00	3.70	\$1,424.50
			\$470.00	2.60	\$1,222.00
Jordan E. Cross		Litigation	\$240.00	5.20	\$1,248.00
Shelley E. Dague		Professional Support	\$315.00	1.00	\$315.00
			\$360.00	0.40	\$144.00
Eloy Echeguren		Managing Law Clerks	\$95.00	6.20	\$589.00
Michael B. Finesilver		Legal Technology	\$520.00	2.80	\$1,456.00
Richard L. Gallagher		Legal Technology	\$380.00	0.10	\$38.00
Monica Garlinska			\$350.00	4.20	\$1,470.00
Eric Gilde		Professional Support	\$360.00	0.70	\$252.00
			\$380.00	0.90	\$342.00
			\$395.00	1.80	\$711.00
Luke S. Gilman		Restructuring	\$120.00	1.30	\$156.00
			\$240.00	54.70	\$13,128.00
Bridget M. Greene			\$220.00	0.70	\$154.00
Kathy Hampton		Research	\$430.00	2.80	\$1,204.00
Erica Harbeson		Research	\$470.00	0.90	\$423.00
Christopher M. Heaney		Restructuring	\$365.00	8.10	\$2,964.50
			\$385.00	2.70	\$1,039.50
			\$410.00	4.20	\$1,722.00
			\$430.00	39.70	\$17,071.00
			\$450.00	14.30	\$6,435.00
			\$470.00	42.00	\$19,740.00
Becca Heiser		Research	\$385.00	0.20	\$77.00
			\$450.00	0.20	\$90.00
Kristen Huang		Corporate	\$240.00	3.00	\$720.00
Taji A. Hutchins			\$210.00	0.50	\$105.00
Isaias E. Jurado			\$385.00	0.80	\$308.00
Matthew R. Koenig		Managing Law Clerks	\$95.00	1.30	\$123.50
Mikhail I. Koulikov		Corporate	\$385.00	2.30	\$885.50
Wendy K. LaManna		Restructuring	\$365.00	20.00	\$7,300.00
			\$385.00	58.80	\$22,638.00
			\$410.00	26.80	\$10,988.00
			\$430.00	20.10	\$8,643.00
			\$450.00	20.70	\$9,315.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
			\$470.00	13.90	\$6,533.00
Tracey L. Lewis		Corporations	\$345.00	1.90	\$655.50
			\$360.00	1.00	\$360.00
Sarahelena Martinez-Sosa		General Counsel	\$385.00	2.10	\$808.50
Aaron Matteson		Professional Support	\$315.00	10.80	\$3,402.00
Catherine A. Mejia		Litigation	\$210.00	1.80	\$378.00
			\$320.00	13.70	\$4,384.00
			\$385.00	1.70	\$654.50
Shauna Miles		Professional Support	\$315.00	3.40	\$1,071.00
Margarita Morales-Diaz		International Arbitration	\$220.00	4.70	\$1,034.00
Kathleen B. Moringiello		Research	\$385.00	0.50	\$192.50
Megan Negron		Restructuring	\$210.00	48.00	\$10,080.00
			\$220.00	146.70	\$32,274.00
Jodi A. Nelson		Research	\$365.00	0.90	\$328.50
			\$410.00	0.80	\$328.00
			\$430.00	1.70	\$731.00
John Nguyen		Managing Law Clerks	\$95.00	0.50	\$47.50
Rebecca B. Pasternak		Research	\$450.00	1.00	\$450.00
Cristina Poggioli		Research	\$430.00	0.10	\$43.00
Carrie E. Port		Research	\$450.00	1.90	\$855.00
Sandy X. Qiu		Research	\$385.00	6.60	\$2,541.00
Allen Read		Legal Technology	\$380.00	0.80	\$304.00
Maximilian M. Rief		Patent Litigation	\$210.00	1.20	\$252.00
William Rivera		Managing Law Clerks	\$47.50	16.70	\$793.25
			\$95.00	6.00	\$570.00
Danielle M. Rosenblum			\$340.00	1.70	\$578.00
Sherwin Sabado		Research	\$410.00	1.00	\$410.00
Connor T. Saeman		Legal Practice	\$250.00	1.50	\$375.00
Pablo Salguero		Restructuring	\$192.50	1.50	\$288.75
			\$210.00	36.90	\$7,749.00
			\$220.00	179.10	\$39,402.00
			\$300.00	50.40	\$15,120.00
			\$320.00	112.30	\$35,936.00
			\$365.00	56.60	\$20,659.00
			\$385.00	10.30	\$3,965.50
Ana Maria Sanchez Pearce		Government Enforcement and White Collar Crime	\$385.00	2.20	\$847.00
Maria Santiago			\$95.00	2.00	\$190.00
Gregory Sargeant		Research	\$385.00	4.00	\$1,540.00

NAME	YEAR OF ADMISSION	GROUP	RATE	HOURS	AMOUNT
Joanna Schafer		Labor	\$125.00	1.70	\$212.50
			\$240.00	3.40	\$816.00
Jessica H. Sherwood-Noguchi		Professional Support	\$315.00	4.20	\$1,323.00
Zachary N. Shulman		Litigation	\$250.00	2.10	\$525.00
Cecilia A. Skakel		Litigation	\$230.00	7.70	\$1,771.00
Lindsay Spellman		Restructuring	\$220.00	134.40	\$29,568.00
			\$230.00	46.60	\$10,718.00
Simone L. Srinivasan			\$385.00	0.20	\$77.00
Jacqueline D. Steele		Research	\$410.00	2.40	\$984.00
			\$430.00	0.40	\$172.00
Mark Stone		Research	\$385.00	0.30	\$115.50
			\$430.00	0.20	\$86.00
Erin M. Sullivan		Litigation	\$220.00	20.40	\$4,488.00
Mark P. Sullivan		Legal Asst. Specialist	\$315.00	0.70	\$220.50
			\$380.00	1.00	\$380.00
Lei Tan		Research	\$385.00	1.20	\$462.00
Tachi Taylor		Operations	\$315.00	0.50	\$157.50
Karen Telford		Research	\$385.00	2.00	\$770.00
Allyson G. Wolff		Professional Support	\$330.00	3.20	\$1,056.00
Natasha Yingst		Litigation	\$410.00	2.90	\$1,189.00
Paraprofessional Total				1,650.60	\$517,007.00
Total Attorney Fees				27,348.30	\$25,257,597.51
Reduction⁷					(\$74,989.75)
Attorney Blended Rate					\$920.81
Total for All Timekeepers (Including Reduction)				29,052.70	\$25,727,170.76
Blended Rate for All Time Keepers					\$885.53

⁷ Skadden took reductions during the Third Interim Period and Fifth Interim Period attributable to past overcharges related to Nonworking Travel Time.

**SUMMARY OF SERVICES RENDERED BY
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE
ENTIRE CASE PERIOD FROM NOVEMBER 18, 2016 – JUNE 10, 2021**

PROJECT CATEGORY	TOTAL HOURS	TOTAL FEES
Asset Dispositions (General)	5,902.80	\$5,275,904.02
Asset Dispositions (Real Property)	235.90	\$194,357.50
Automatic Stay (Relief Actions)	365.30	\$326,906.79
Business Operations / Strategic Planning	859.70	\$773,545.42
Case Administration	2,558.70	\$1,786,013.15
Claims Admin. (General)	3,916.50	\$3,496,366.14
Creditor Meetings / Statutory Committees	917.20	\$944,484.50
Disclosure Statement / Voting Issues	139.10	\$104,020.50
Employee Matters (General)	403.40	\$287,272.00
Financing (DIP and Emergence)	1,379.40	\$1,212,493.50
Investigations and Reviews	81.50	\$70,025.00
Litigation (General)	4,341.60	\$4,590,357.91
Nonworking Travel Time	909.50	\$565,715.50
Regulatory and SEC Matters	1.00	\$1,267.50
Reorganization Plan / Plan Sponsors	2,561.40	\$2,658,377.18
Reports and Schedules	189.90	\$153,004.50
Retention / Fee Matters (SASM&F)	2,080.30	\$1,614,567.50
Retention / Fee Matters / Objections (Others)	1,566.90	\$1,154,882.10
Tax Matters	19.40	\$21,334.00
U.S. Trustee Matters	28.10	\$23,621.50
Other Foreign	83.90	\$71,543.58
Singapore	192.50	\$156,384.97
Peruvian Proceedings	306.90	\$231,106.00
TOTAL	29,052.70	\$25,727,170.76

**SUMMARY OF EXPENSES INCURRED BY
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR THE
ENTIRE CASE PERIOD FROM NOVEMBER 18, 2016 – JUNE 10, 2021**

DISBURSEMENTS	AMOUNT
Computer Legal Research	\$165,338.66
Long Distance Telephone	\$17,460.82
Outside Telephone	\$288.84
In-House Reproduction	\$2,986.70
Reproduction-color (@ \$0.10 per page)	\$9,726.20
Outside Research	\$15,453.98
Filing/Court Fees	\$2,798.00
Court Reporting	\$7,395.79
Local Travel	\$4,148.32
Out-of-Town Travel	\$122,362.91
Business Meals	\$15,582.74
Courier & Express Carriers (<i>e.g.</i> , Federal Express)	\$2,983.16
Postage	\$27,342.93
Professional Fees	\$325.20
Electronic Document Management	\$16,469.91
Word Processing	\$1,000.00
Outside Reproduction	\$239.50
Other	\$565.04
Overtime Expenses	\$37.76
TOTAL	\$412,506.46
REDUCTION⁸	(\$6,884.00)
TOTAL	\$405,622.46

⁸ Skadden took a reduction during the Fifth Interim Period attributable to past overcharges related to reproduction costs.

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

Case No. 16-11914 (JLG)
(Jointly Administered)

(cont'd)

Administrator”) of CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore” or the “Debtor”), and former counsel for William A. Brandt, Jr., not individually but solely in his capacity as chapter 11 trustee (the “Chapter 11 Trustee”) of CFG Peru Singapore in the above-captioned chapter 11 cases (the “Chapter 11 Cases”),¹⁰ submits this thirteenth interim and final application (the “Application”) seeking allowance and payment of compensation and reimbursement of expenses pursuant to sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York (June 17, 2013) promulgated pursuant to Local Bankruptcy Rule 2016-1(a) (the “Local Guidelines”), and the United States Trustee’s Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases effective as of November 1, 2013 (the “U.S. Trustee Guidelines,” and together with the Local Guidelines, the “Fee Guidelines”), on (a) an interim basis, for the period from November 1, 2020 through and including June 10, 2021 (the “Thirteenth Interim Period”) and (b) a final basis, for the period from November 18, 2016, through and including June 10, 2021 (the “Entire Case Period”). In support of this Application, Skadden submits the declaration of Lisa Laukitis, a partner at Skadden, which is attached hereto as Exhibit A and incorporated by reference. In further support of this Application, Skadden represents as follows:

¹⁰ As used herein, “Chapter 11 Cases” refers to all chapter 11 cases set forth in footnote 1; the term “Chapter 11 Case” is used in reference only to CFG Peru Singapore’s chapter 11 case.

JURISDICTION

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of this case and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are Bankruptcy Code sections 330 and 331, Bankruptcy Rule 2016, and Local Bankruptcy Rule 2016-1.

BACKGROUND

A. The Chapter 11 Cases

3. On June 30, 2016, each of the debtors in the above-captioned cases, except Pacific Andes Resources Development Limited (Bermuda) (“PARD”), Nouvelle Foods International Limited (“Nouvelle”), and Golden Target Pacific Limited (“Golden Target”) (collectively the “Debtors”)¹¹ filed voluntary petitions under Chapter 11 of the Bankruptcy Code in this Court. On September 29, 2016, PARD filed its chapter 11 bankruptcy case. On March 27, 2017, Nouvelle and Golden Target filed chapter 11 bankruptcy cases. On April 17, 2017, Pacific Andes International Holdings (BVI) Limited and Zhonggang Fisheries Limited filed chapter 11 bankruptcy cases. Lastly, on May 2, 2017, an additional sixteen Debtors filed chapter 11 bankruptcy cases (the “Additional Debtors”).¹²

¹¹ As used herein, the term “Debtor” refers only to CFG Peru Singapore, “Debtors” includes CFG Peru Singapore, and the term “Other Debtors” shall mean all Debtors excluding CFG Peru Singapore.

¹² The Additional Debtors are: Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

4. No creditors' committee was appointed in these Chapter 11 Cases by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee").

5. The Debtors constitute a small part of a group of companies that collectively constituted the world's twelfth largest fishing company. The Debtors consist principally of holding companies and defunct, non-operating companies. Their value is derived largely from their indirect or direct interests in two Peruvian operating companies which are non-Debtor subsidiaries—CFG Investment S.A.C. ("CFG") and Corporacion Pesquera Inca S.A.C. ("Copeinca") and together with CFG, the "Peruvian OpCos"). CFG and Copeinca operate an anchovy fishing business and together control a significant percentage of the anchovy fishing quotas fixed by the Peruvian government.

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

7. On March 16, 2021, the Creditor Plan Proponents (as defined below), a subset of the Ad Hoc Group,¹³ filed the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore) and Smart Group Limited (Cayman)* [Dkt. No. 2381], later amended as the *Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Dkt. No. 2564] (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the "Creditor Plan"). On June 10, 2021, the

¹³ "Ad Hoc Group" means the ad hoc committee of (i) certain holders (the "Noteholders") of CFG's 9.75% senior notes due 2019 (the "Notes"); and (ii) certain lenders (the "Club Lenders") under the \$650 million term loan made pursuant to that certain facility agreement, dated March 20, 2014 (the "Club Loan"), represented by Kirkland & Ellis LLP ("Kirkland") as counsel.

Court entered an order confirming the Creditor Plan [Dkt. No. 2569] (the “Confirmation Order”). Following entry of the Confirmation Order, Skadden ceased its work on behalf of the Chapter 11 Trustee, and began its work representing the Plan Administrator.

8. The Chapter 11 Trustee has filed monthly operating reports for November 2016 through June 2021. All quarterly fees currently due have been paid to the U.S. Trustee.

PRELIMINARY STATEMENT

9. As the Chapter 11 Trustee’s primary counsel, Skadden professionals played a critical role in the success of the Chapter 11 Case. Over the long course of the Chapter 11 Case, Skadden professionals made substantial efforts to assist the Chapter 11 Trustee in fulfilling his mandate to “maximize the value of the Peruvian Business and to determine how to realize that value for the benefit of the Debtors’ estates and creditors.”¹⁴ Over the course of the Entire Case Period, those efforts involved: (i) assisting the Chapter 11 Trustee with various legal issues with respect to the potential sale of CFG Peru Singapore’s direct and indirect interests in CFGI (the “CFG Peru Sale”); (ii) analyzing possible creditor-led alternatives to the CFG Peru Sale (the “Creditor-Led Alternative”) and liaising with counsel to the Creditor Plan Proponents (as defined below) with respect thereto, which efforts culminated with the confirmation of the Creditor Plan in the Thirteenth Interim Period; (iii) negotiating the netting of certain intercompany claims (the “Intercompany Netting”), including a \$459 million claim owed by CFGI to China Fishery International Limited, to enhance CFGI’s attractiveness to potential buyers via the CFG Peru Sale or creditors for a Creditor-Led Alternative; (iv) analyzing legal issues and assisting in negotiations related to the sale of various non-core assets at CFG Peru Singapore’s direct and indirect

¹⁴ *Memorandum Decision and Order Granting Motion for the Appointment of a Chapter 11 Trustee* [Dkt. No. 203].

subsidiaries; (v) assisting the Chapter 11 Trustee's efforts to negotiate, and documenting, superpriority debtor-in-possession financing via an intercompany loan from CFGI and Sustainable Fishing Resources S.A.C. ("SFR"), which financing was superior to options offered by third party financing sources; (vi) at the direction of the Chapter 11 Trustee, analyzing a potential interim distribution of excess cash at the Peruvian OpCos to the Noteholders and Club Lenders (the "Interim Distribution") and litigating related disputes; (vii) facilitating mediation regarding the Intercreditor Dispute (as defined below) and the Liquidator Disputes (as defined below); (viii) facilitating and representing the Chapter 11 Trustee at periodic meetings in New York, Hong Kong, and Singapore to update creditors on progress in the Chapter 11 Case; and (ix) preparing for, attending, and representing the Chapter 11 Trustee at numerous hearings before the Court.

10. The Chapter 11 Case reached an inflection point during the Thirteenth Interim Period. During that period, Skadden professionals focused their efforts primarily on (i) assisting the Chapter 11 Trustee to negotiate with counsel to the Debtors other than CFG Peru Singapore (the "Other Debtors") and Ad Hoc Group on a global settlement that would resolve certain gating issues preventing a value-maximizing resolution of the Chapter 11 Case (the "Global Settlement"); (ii) at the direction of the Chapter 11 Trustee, preparing for discovery and potential litigation in response to possible misconduct by certain members of the Ng family (together with the other Ng family members involved in the Chapter 11 Cases, the "Ng Family Members") that threatened the viability of the Global Settlement; and (iii) assisting the Chapter 11 Trustee to negotiate with Burlington Loan Management DAC and Monarch Alternative Capital LP (the "Creditor Plan Proponents") regarding the Creditor Plan and analyses regarding the feasibility of the transactions contemplated by the Creditor Plan. Skadden professionals also continued to advise the Chapter 11 Trustee with regard to a variety of issues attendant to the size, complexity,

and worldwide scope of this Chapter 11 Case. These work streams, which are detailed below, continued to be critical to ensuring a viable path for CFG Peru Singapore's eventual value-maximizing exit from chapter 11.

A. Working Towards the Global Settlement

11. During the Thirteenth Interim Period, Skadden professionals continued the work they had performed throughout the Entire Case Period to assist the Chapter 11 Trustee in resolving the critical gating issues to realizing a value-maximizing exit from CFG Peru Singapore's Chapter 11 Case and fulfilling his mandate. At the beginning of the Thirteenth Interim Period, the Chapter 11 Trustee was focused on the two gating issues that remained to such a value-maximizing exit: (i) resolving the Intercreditor Dispute and Liquidator Disputes that were the subject of a mediation overseen by the Honorable Robert H. Drain (the "Mediation");¹⁵ and (ii) obtaining the necessary consents and approvals from the Other Debtors and Ng Family Members to consummate the Intercompany Netting and the CFG Peru Sale or alternate transaction which would bring an end to the Chapter 11 Case.

12. Negotiations and discussions related to the Mediation continued during the Thirteenth Interim Period, as the parties to the Mediation sought additional extensions to allow for agreements to be reached. The Mediation ultimately terminated on March 7, 2021, and the parties were able to reach agreement to resolve both the Intercreditor Dispute and the CFGI Lawsuit.

13. The success of the Mediation and resolution of the Intercreditor Dispute and Liquidator Disputes enabled the Chapter 11 Trustee to shift his focus to the Global Settlement with

¹⁵ As described in greater detail in the Tenth Interim Fee Application and the Eleventh Interim Fee Application, the "Intercreditor Dispute" concerned whether Club Lenders are entitled to a recovery preference vis-à-vis the Noteholders, and the "Liquidator Disputes" related to a lawsuit against CFGI (the "CFGI Lawsuit") and other entities in Hong Kong and proofs of claim against certain Debtors asserted by liquidators (the "FTI Liquidators") of certain affiliates of the Debtors and other entities in liquidation proceedings before the Hong Kong Court or the Eastern Caribbean Supreme Court in the High Court of Justice, British Virgin Islands.

the Other Debtors and the Ng Family Members. Skadden professionals expended substantial time and effort advising the Chapter 11 Trustee throughout this process, which brought the parties close to an agreement (the “Global Settlement Agreement”) that provided for, *inter alia*:

- (a) A \$25 million settlement payment (less certain holdback amounts) from the entities controlled by the Chapter 11 Trustee to the Other Debtors to be used by the Other Debtors in funding a chapter 11 plan;
- (b) Agreement by the Other Debtors and the Ng Family Members to take all steps necessary to effectuate the Intercompany Netting;
- (c) Agreement by the Ng Family Members to provide all consents, approvals, and to take actions necessary to obtain applicable Singapore stock exchange and regulatory approvals that are necessary or advisable to effectuate a value-maximizing transaction involving the disposal of CFG Peru Singapore’s equity interests in CFGI; and
- (d) Broad mutual releases of claims, including any claims the Other Debtors or non-Debtor affiliates under the Ng Family Members’ control might have against CFG Peru Singapore and its subsidiaries.

14. These negotiations proceeded throughout the Thirteenth Interim Period, and the parties made progress with respect to the Global Settlement. Ultimately, however, negotiations with respect to the Global Settlement stalled, as information regarding possible misconduct by the Ng Family Members came to light.¹⁶

B. Negotiations Regarding the Creditor Plan

15. Following the successful resolution of the Intercreditor Dispute and Liquidator Disputes through the Mediation, the Chapter 11 Trustee directed Skadden professionals to intensify their efforts with respect to negotiations with counsel to the Creditor Plan Proponents

¹⁶ After a pause, negotiations regarding the Global Settlement continued without the involvement of the Chapter 11 Trustee. A settlement agreement substantially similar to the Global Settlement negotiated by the Chapter 11 Trustee was agreed to among the Creditor Plan Proponents, the Other Debtors, and certain Ng Family Members (the “Creditor Global Settlement”). On June 3, 2021, the Creditor Plan Proponents filed the *Notice of Filing of Global Settlement Agreement Between the Creditor Plan Proponents, the Other Debtors, the Ng Family Members, and the Non-Debtor Affiliates* [Dkt. No. 2532]. The Creditor Plan Proponents filed an amended version of the Creditor Global Settlement on August 17, 2021 [Dkt. No. 2642].

regarding the Creditor-Led Alternative. This Creditor-Led Alternative eventually took the form of the Creditor Plan. Skadden professionals engaged in and provided the Chapter 11 Trustee with extensive analysis to determine how the Creditor Plan could be implemented in order to facilitate CFG Peru Singapore's value maximizing exit from its Chapter 11 Case. As part of their analysis, Skadden professionals engaged in discussions with various foreign counsel and other advisors to the Chapter 11 Trustee to help identify feasible options through foreign schemes of arrangement in Singapore and the United Kingdom to implement the Creditor Plan.

16. After the Creditor Plan was filed, at the Chapter 11 Trustee's direction, Skadden professionals worked collaboratively with Kirkland & Ellis LLP ("Kirkland") to suggest revisions to the Creditor Plan to ensure that it would be confirmable and that the transactions it contemplated could be implemented. Skadden professionals, along with Kirkland and counsel to the Other Debtors, worked in particular to ensure the consummation of the Intercompany Netting, which was a necessary component to the Creditor Plan.

17. In order to preserve the Chapter 11 Trustee's rights with respect to the Creditor Plan, Skadden professionals prepared and filed the *Chapter 11 Trustee's Limited Objection to the Motion of Movants for Entry of an Order Approving (I) The Adequacy of the Disclosure Statement; (II) Solicitation and Notice Procedures; (III) Form of Ballots and Notices in Connection Therewith; and (IV) Certain Dates with Respect Thereto* [Dkt. No. 2401] (the "Limited DS Objection") and the *Chapter 11 Trustee's Reservation of Rights Regarding the Creditor Plan Proponents' Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore) and Smart Group Limited (Cayman)* [Dkt. No. 2524] (the "Plan Statement"). Through the Limited DS Objection, the Chapter 11 Trustee outlined his proposal to implement a renewed sale process to confirm that there were no third-party bidders in the CFG Peru Sale. Throughout the process of

analyzing the Creditor Plan, Skadden professionals also engaged frequently with the Chapter 11 Trustee and Development Specialists, Inc. (“DSI”), the Chapter 11 Trustee’s accountant, to share and discuss Skadden’s analysis, and to ensure that Skadden professionals could best represent the Chapter 11 Trustee’s interests with respect to the Creditor Plan.

18. Skadden professionals also worked closely with DSI to analyze the Interim Distribution, which is a critical part of the Creditor Plan. The Interim Distribution was first proposed by the Chapter 11 Trustee in February 2019 during the Eighth Interim Period, during which the Peruvian OpCos were in a strong cash position following consecutive successful fishing seasons. Since that time, subsequent less profitable fishing seasons and the difficulties presented by the global COVID-19 pandemic negatively impacted the Peruvian OpCos’ cash position. Thus, to preserve flexibility with respect to the Interim Distribution, Skadden professionals negotiated discretion for the Plan Administrator to reduce the amount of the Interim Distribution to account for possible fluctuations in the Peruvian OpCos’ cash position.

19. Finally, Skadden professionals expended significant efforts to ensure that the Creditor Plan provided for a workable, smooth transition from the Chapter 11 Trustee to the Plan Administrator. As such, Skadden professionals drafted and negotiated transition provisions in the Creditor Plan that allowed the Chapter 11 Trustee to retain control with respect to certain matters, including payments of certain professional fees and the execution of the Fifth Amended and Restated Loan Agreement, dated as of June 15, 2021, by and among CFGI and SFR, as lenders, and CFG Peru Singapore, as borrower (the “Superpriority Loan Agreement”), for a limited period following entry of the Confirmation Order.

C. Disputes Regarding the Alleged CFGI Guarantee

20. While negotiations with respect to the Global Settlement were ongoing, the Chapter 11 Trustee learned that certain Ng Family Members may have taken steps to obligate

CFGI, one of the Peruvian OpCos, on a \$31 million, decade-old, disputed liability for the direct benefit of a long-time business associate of the Ng Family Members (the “Alleged CFGI Guarantee”). In order to seek discovery and obtain more information regarding the Alleged CFGI Guarantee to inform a strategic response, and in order to prevent the Ng Family Members from taking similar actions in the future or causing additional damage to the Debtors’ estates, Skadden professionals, at the direction of the Chapter 11 Trustee, prepared and filed the *Chapter 11 Trustee’s Emergency Motion for Order Pursuant to Bankruptcy Code Sections 105(A) and 1106(a)(3), Federal Bankruptcy Rules 2004 and 9016 and Local Bankruptcy Rule 2004-1 Authorizing Issuance of Subpoenas to Certain Entities Directing Production of Documents and Granting Related Relief* [Dkt. No. 2477] (the “2004 Motion”), and the *Chapter 11 Trustee’s Emergency Motion for an Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 2002 and 6004 Authorizing Corporate Governance Actions Necessary to Remove and Replace the Ng Family Members at CFG Peru Singapore Subsidiaries* [Dkt. No. 2479] (the “Removal Motion”), respectively.

21. Skadden professionals subsequently defended the Removal Motion and 2004 Motion at a hearing before the Court during the Thirteenth Interim Period on behalf of the Chapter 11 Trustee, and assisted the Chapter 11 Trustee to reach a negotiated solution which provided for (i) stipulations from the Ng Family Members that all necessary disclosures regarding the Alleged CFGI Guarantee had been made and (ii) the voluntary resignation of the Ng Family Members from their positions at certain of the entities controlled by the Chapter 11 Trustee (the “CFG Peru Singapore Subsidiaries”). Ng Puay Yee, Ng Joo Puay, and Ng Joo Thieng each filed declarations with the Court [Dkt Nos. 2506, 2507, and 2508, respectively], and, at the Chapter 11 Trustee’s direction, Skadden professionals withdrew the 2004 Motion [Dkt. No. 2510].

D. Advising the Chapter 11 Trustee with Regard to Issues Attendant to the Size, Complexity, and Worldwide Scope of this Chapter 11 Case

22. Finally, Skadden attorneys continued to collaborate with the Chapter 11 Trustee's other advisors, the Debtor's creditor constituencies, and advisors to the Other Debtors to handle a variety of issues attendant to the size, complexity, and worldwide scope of the Chapter 11 Case. This included, for example, continued efforts to keep creditor constituencies and other interested parties apprised of all significant transactions and case developments that transpired over the course of the Thirteenth Interim Period; efforts to ensure compliance with notice and consent requirements, among other obligations, under existing debt documents; efforts to amend the Superpriority Loan Agreement to increase the commitment and extend additional financing from CFGI; and the preparation and filing of various fee applications, monthly fee statements, quarterly reports, and monthly operating statements.

23. Given the foregoing—which reflects a non-exhaustive overview of key efforts by Skadden professionals during the Thirteenth Interim Period—Skadden respectfully submits that the compensation and expense reimbursement sought herein for the professional services Skadden provided to the Chapter 11 Trustee during the Thirteenth Interim Period and the Entire Case Period are reasonable and commensurate with the size, nature, and complexity of this Chapter 11 Case.

THE CHAPTER 11 TRUSTEE'S RETENTION OF SKADDEN

24. On November 22, 2016, the Chapter 11 Trustee submitted an application to the Court for an order authorizing him to retain Skadden pursuant to an engagement letter dated November 18, 2016 (the "Engagement Agreement") as his counsel, effective *nunc pro tunc* to November 18, 2016 [Dkt. No. 238] (the "Retention Application"). On November 30, 2016, the Court entered an order authorizing the Chapter 11 Trustee to employ Skadden as his counsel,

effective *nunc pro tunc* to November 18, 2016 [Dkt. No. 257] (the “Retention Order”), in accordance with the provisions of the Retention Order and Engagement Agreement.¹⁷

25. The Retention Order authorizes the Chapter 11 Trustee to compensate and reimburse Skadden in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The Retention Order also authorizes the Chapter 11 Trustee to compensate Skadden at its hourly rates charged for services of the type rendered in this Chapter 11 Case and to reimburse Skadden for its actual and necessary out-of-pocket expenses incurred, subject to application to this Court. The particular terms of Skadden’s engagement are detailed in the Engagement Agreement, a copy of which is attached to the Retention Application.

26. The Retention Order authorizes Skadden to provide the following services:
- (a) advise the Chapter 11 Trustee with respect to his powers and duties as Chapter 11 Trustee in the continued management and operation of CFG Peru Singapore;
 - (b) identify, analyze, and assist the Chapter 11 Trustee in maximizing the value of CFG Peru Singapore’s assets;
 - (c) investigate and assist the Chapter 11 Trustee in connection with any and all claims, causes of action, or other bases of liability that may be asserted by CFG Peru Singapore’s estate, including, but not limited to, claims arising under Chapter 15 of the Bankruptcy Code;
 - (d) prepare, on behalf of the Chapter 11 Trustee, all necessary motions, applications, complaints, answers, orders, reports, and other papers in support of positions taken by the Chapter 11 Trustee in these Chapter 11 Cases;
 - (e) take all necessary actions to protect and preserve CFG Peru Singapore’s estate, including the prosecution of actions on the Chapter 11 Trustee’s behalf and negotiations concerning litigation;

¹⁷ In further support of its Retention Application, Skadden has filed supplemental declarations of Lisa Laukitis pursuant to Bankruptcy Rules 2014 and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1 [Dkt. Nos. 410, 530, 610, 929, 1185, 1482, 1778, 2097, and 2347].

- (f) negotiate and prepare on the Chapter 11 Trustee's behalf plan(s) of reorganization, disclosure statement(s), and all related agreements and/or documents, and take any necessary action on behalf of CFG Peru Singapore to obtain confirmation of such plan(s);
- (g) assess, prosecute, settle, or otherwise resolve any claims asserted against CFG Peru Singapore in the Chapter 11 Cases;
- (h) appear, as appropriate, in the Bankruptcy Court, any appellate courts, and any other courts, panels, or forums in which matters may be heard to protect the interests of the Chapter 11 Trustee and CFG Peru Singapore's estate before said courts, panels, or forums;
- (i) assist and advise the Chapter 11 Trustee in connection with any matters affecting property of CFG Peru Singapore's estate, including, but not limited to, the operation and/or sale or other proposed disposition of property of CFG Peru Singapore's estate; and
- (j) perform all other necessary legal services and provide all other necessary legal advice as requested by the Chapter 11 Trustee.

27. No agreement or understanding exists between Skadden and any other person or persons for the sharing of compensation received or to be received for professional services rendered in or in connection with these cases, nor will any be made except as permitted pursuant to Bankruptcy Code section 504(b)(1).

FEE PROCEDURES AND MONTHLY FEE STATEMENTS

28. On October 28, 2016, the Court entered an Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals [Dkt. No. 199] (the "Compensation Procedures Order"), which sets forth the procedures for interim compensation and reimbursement of expenses for all professionals in these Chapter 11 Cases.

29. In accordance with the Compensation Procedures Order and the Creditor Plan, Skadden seeks final approval of 100% of the fees and 100% of the expenses requested in the monthly fee statements filed for the months of November 2020, December 2020, January 2021,

February 2021, March 2021, April 2021, May 2021, and June 2021, as shown below, and authorization for the Plan Administrator to pay the corresponding amounts.¹⁸ A narrative statement of the services rendered in each key category during the Entire Case Period and Thirteenth Interim Period is set forth herein.

Date Filed	Docket Number	Period Covered	Fees Requested	Expenses Requested	Fees Authorized	Expenses Authorized
1/4/2021	2284	11/1/2020 – 11/30/2020	\$202,327.57	\$273.46	\$202,327.57	\$273.46
1/27/2021	2314	12/1/2020 – 12/31/2020	\$390,398.10	\$418.01	\$390,398.10	\$418.01
3/5/2021	2361	1/1/2021 – 1/31/2021	\$388,315.91	\$823.21	\$388,315.91	\$823.21
4/2/2021	2394	2/1/2021 – 2/28/2021	\$176,066.00	\$268.86	\$176,066.00	\$268.86
5/28/2021	2516	3/1/2021 – 3/31/2021	\$359,841.62	\$802.24	\$359,841.62	\$802.24
6/7/2021	2555	4/1/2021 – 4/30/2021	\$1,018,043.11	\$4,628.49	\$1,018,043.11	\$4,628.49
8/11/2021	2633	5/1/2021 – 5/31/2021	\$1,075,061.96	\$10,605.13	\$1,075,061.96	\$10,605.13
8/30/2021	2650	6/1/2021 – 6/10/2021	\$439,219.55	\$2,487.66	\$439,219.55	\$2,487.66

RELIEF REQUESTED

30. In accordance with the Compensation Procedures Order and the Creditor Plan, Skadden now submits this Application covering the Thirteenth Interim Period for interim approval and the Entire Case Period for final approval. During the Thirteenth Interim Period, attorneys and paraprofessionals of Skadden devoted a total of 3,758.80 hours to representation of the Chapter 11 Trustee in this Chapter 11 Case.¹⁹ Of the aggregate time expended, 601.60 hours were spent by partners, 30.20 were spent by counsel, 2,946.40 hours were spent by associates, and 180.60 hours were spent by paraprofessionals.

¹⁸ The Chapter 11 Trustee has been provided with an opportunity to review all amounts requested in the Application and has approved all requested amounts.

¹⁹ This reflects hours billed. Total hours worked, before voluntary reductions, were 3,825.30.

(cont'd)

31. During the Entire Case Period, attorneys and paraprofessionals of Skadden devoted a total of 29,052.70 hours to representation of the Chapter 11 Trustee in this Chapter 11 Case.²⁰ Of the aggregate time expended, 4,237.10 hours were spent by partners, 775.70 were spent by counsel, 22,335.80 hours were spent by associates and international associates, and 1,704.40 hours were spent by paraprofessionals. For both the Thirteenth Interim Period and Entire Case Period, schedules showing the name and position of such partner, counsel, associate, client specialist, and paraprofessional, hours worked, and hourly billing rate are provided at the front of this Application. Excluding paraprofessionals, Skadden's blended hourly rate was \$1,108.09 for the Thirteenth Interim Period and \$920.81 for the Entire Case Period.

32. Through this Application, Skadden also requests authorization of additional fees and expenses incurred in connection with the preparation, filing, and presentation before the Court of this Application during the Supplemental Fee Period. Given that the Supplemental Fee Period will continue to run after this Application is filed, Skadden estimates these fees and expenses will be approximately \$140,000.00. Skadden will invoice the Plan Administrator on a monthly basis for the lower of \$140,000.00 or the actual amounts incurred during the Supplemental Fee Period. The amounts sought in this Application do not reflect any fees and expenses incurred during the Supplemental Fee Period.

33. As set forth above, Skadden, as the Chapter 11 Trustee's primary counsel, has played an integral role in assisting the Chapter 11 Trustee. As a result, in connection with its efforts during the Thirteenth Interim Period and the Entire Case Period, Skadden now seeks allowance of (a) (i) \$4,049,273.82 in fees calculated at the applicable hourly billing rates of the firm's personnel who have worked on this Chapter 11 Case during the Thirteenth Interim Period,

²⁰ This reflects hours billed. Total hours worked, before voluntary reductions, were 30,763.00.

and (ii) \$20,307.06 in charges and disbursements actually and necessarily incurred by Skadden while providing services to the Chapter 11 Trustee during the Thirteenth Interim Period, and (b) (i) \$25,727,170.76 in fees calculated at the applicable hourly billing rates of the firm's personnel who have worked on this Chapter 11 Case during the Entire Case Period, and (ii) \$405,622.46 in charges and disbursements actually and necessarily incurred by Skadden while providing services to the Chapter 11 Trustee during the Entire Case Period. This Application reflects prior voluntary fee reductions by Skadden during the Thirteenth Interim Period in the aggregate amount of \$51,887.50 for fee reductions applied prior to the filing of the applicable monthly statements, and prior voluntary fee reductions by Skadden during the Entire Case Period in the aggregate amount of \$1,559,115.62 for fee reductions applied prior to the filing of the applicable monthly statements. This Application also reflects voluntary expense reductions during the Thirteenth Interim Period in the aggregate amount of \$1,392.04 applied prior to the filing of the applicable monthly statements, and voluntary expense reductions during the Entire Case Period in the aggregate amount of \$232,095.46 applied prior to the filing of the applicable monthly statements. Combined, these voluntary fee and expense reductions total \$53,279.54 for the Thirteenth Interim Period (a 1.29% reduction) and \$1,791,211.08 for the Entire Case Period (a 6.41% reduction).

34. The Compensation Procedures Order provides that when seeking interim compensation, professionals must submit monthly fee statements to certain notice parties. Each person receiving a statement has fifteen (15) days after its receipt to review. If no objection to a monthly fee statement is made, the Chapter 11 Trustee is authorized to pay 80% of the fees requested (with the remaining 20% of the fees requested referred to as the "Holdback") and 100% of the charges and disbursements requested. Pursuant to the Creditor Plan, Skadden is no longer subject to the provisions of the Compensation Procedures Order requiring Holdbacks. Following

entry of the Confirmation Order, all outstanding Holdbacks were paid, and no fees have been held back from monthly fee statements filed since that date. Skadden has received 100% of fees requested and 100% of charges and disbursements requested for each monthly fee statement submitted since entry of the Confirmation Order, and all outstanding Holdbacks have been paid in full.

35. Consistent with its normal practice, Skadden achieved cost efficiencies by employing a streamlined case management structure. Instead of assigning various attorneys to the many tasks that arose during this Chapter 11 Case, Skadden designated a core group of four to five attorneys who were assigned primary responsibility for restructuring matters arising with respect to this representation. This streamlined case management structure enabled the core attorneys to develop a deep understanding of the complex factual underpinnings of this Chapter 11 Case and to apply such knowledge across different issues as they arose and helped Skadden professionals to avoid performing duplicative or unnecessary work. As described in detail herein, Skadden believes that the requests made in this Application comply with this Court's standards.

36. As disclosed in the Retention Application that this Court approved, it is Skadden's standard policy to charge its clients in all areas of practice for certain charges and disbursements incurred in connection with such clients' cases. The charges and disbursements charged to clients include, *inter alia*, charges for travel, travel-related expenses, computer legal research, and postage.

37. Skadden has attempted to minimize the charges and disbursements associated with the Chapter 11 Case. During the Entire Case Period, Skadden incurred the following sums for actual and necessary charges and disbursements in the rendition of professional services in the Chapter 11 Case and requests that it be reimbursed therefore:

Computer Legal Research	\$165,338.66
Long Distance Telephone	\$17,460.82
Outside Telephone	\$288.84
In-House Reproduction	\$2,986.70
Reproduction-color (@ \$0.10 per page)	\$9,726.20
Outside Research	\$15,453.98
Filing/Court Fees	\$2,798.00
Court Reporting	\$7,395.79
Local Travel	\$4,148.32
Out-of-Town Travel	\$122,362.91
Business Meals	\$15,582.74
Courier & Express Carriers (<i>e.g.</i> , Federal Express)	\$2,983.16
Postage	\$27,342.93
Professional Fees	\$325.20
Electronic Document Management	\$16,469.91
Word Processing	\$1,000.00
Outside Reproduction	\$239.50
Other	\$565.04
Overtime Expenses	\$37.76
TOTAL	\$412,506.46
REDUCTION²¹	(\$6,884.00)
TOTAL	\$405,622.46

²¹ Skadden took a reduction during the Fifth Interim Period attributable to past overcharges related to reproduction costs.

38. Skadden submits that the above fees, charges, and disbursements are reasonable given the size and complexity of the Chapter 11 Case and are consistent with those incurred by other bankruptcy practitioners in other large, complex chapter 11 cases in this and other districts. In addition, Skadden submits that the Chapter 11 Trustee has previously reviewed and approved this Application.

DESCRIPTION OF SERVICES RENDERED

39. Throughout the Entire Case Period, Skadden has worked closely with the Chapter 11 Trustee and his other advisors. The services described in this Application have been directed toward those tasks necessary to fulfill the Chapter 11 Trustee's fiduciary and statutory duties and to achieve the Chapter 11 Trustee's business and legal objectives. To meet the Chapter 11 Trustee's needs, Skadden has worked to provide multi-disciplinary services. Throughout this process, certain of the core Skadden attorneys working on the Chapter 11 Case were required to devote the majority of their time to this matter.

40. Over the course of the Chapter 11 Case, Skadden has utilized twenty-four (24) different matter numbers or subject-matter categories to which its professionals assigned the time billed by them, all of which are related to the tasks performed by Skadden on behalf of the Chapter 11 Trustee.²² Skadden has kept contemporaneous records of the time spent rendering such services and separated tasks in billing increments of one-tenth of an hour. All of the services performed by Skadden have been legal in nature, necessary, and appropriate for the effective administration of the Chapter 11 Case.

41. Skadden devoted approximately 99.8% of its time to the following twenty most significant matters during the Entire Case Period (with fees for each matter set forth in

²² Exhibit B contains a table of all matter numbers used by Skadden in this Chapter 11 Case.

parentheses): Asset Dispositions (General) (\$5,275,904.02); Litigation (General) (\$4,590,357.91); Claims Administration (General) (\$3,496,366.14); Reorganization Plan / Plan Sponsors (\$2,658,377.18); Case Administration (\$1,786,013.15); Retention / Fee Matters / Objections (SASM&F) (\$1,614,567.50); Financing (DIP and Emergence) (\$1,212,493.50); Retention / Fee Matters / Objections (Others) (\$1,154,882.10); Creditor Meetings / Statutory Committees (\$944,484.50); Business Operations / Strategic Planning (\$773,545.42); Nonworking Travel Time (\$565,715.50); Automatic Stay (Relief Actions) (\$326,906.79); Employee Matters (General) (\$287,272.00); Peruvian Proceedings (\$231,106.00); Asset Dispositions (Real Property) (\$194,357.50); Singapore (\$156,384.97); Reports and Schedules (\$153,004.50); Disclosure Statement / Voting Issues (\$104,020.50); Other Foreign (\$71,543.58); and Investigations and Reviews (\$70,025.00).

MOST SIGNIFICANT KEY MATTERS

42. Following below is a narrative summary of the work performed by Skadden during the Entire Case Period in connection with each of the key matters to which Skadden professionals devoted significant time (listed in descending order based on amount of fees sought):

A. Asset Dispositions (General)
Hours: 5,902.80, Fees: \$5,275,904.02

43. During the Entire Case Period, Skadden professionals expended substantial time advising the Chapter 11 Trustee in connection with various matters related to (i) the CFG Peru Sale and (ii) the disposition of certain non-core assets of the Peruvian OpCos and other direct and indirect subsidiaries of CFG Peru Singapore. The focus on these matters, which constituted the highest billed matter number during the Entire Case Period, was due to the Chapter 11 Trustee's belief that the CFG Peru Sale represented the best option for a value-maximizing resolution to CFG Peru Singapore's Chapter 11 Case.

44. In July 2017, during the Third Interim Period, Skadden professionals began assisting the Chapter 11 Trustee in connection with the CFG Peru Sale, which the Chapter 11 Trustee saw as the primary means of creditor recoveries at both CFG Peru Singapore and the Other Debtors. These efforts included the preliminary drafting of transaction documents, including a form stock purchase agreement for the CFG Peru Sale (the “PSA”). The PSA was updated and revised with assistance from Skadden professionals throughout much of the Entire Case Period. Skadden professionals in the corporate restructuring, mergers and acquisitions, and tax departments collaborated to produce draft documents to serve as the starting point for negotiations with potential bidders. In addition, beginning in the Third Interim Period, Skadden professionals strategized how to provide deal certainty for potential bidders by ensuring that the Other Debtors would provide the necessary corporate governance and other approvals for the CFG Peru Sale. These efforts would later prove integral to the Creditor Global Settlement, which was closely based on the Global Settlement spearheaded by the Chapter 11 Trustee. Skadden professionals also filed the *Chapter 11 Trustee’s Motion for an Order (I) Approving Bidding Procedures, (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Dkt. No. 646], which contemplated bidding procedures to govern the sale process (the “Bidding Procedures”) and establish the basic parameters of the sale for potential bidders. The Bidding Procedures were withdrawn during the Twelfth Interim Period, and renewed towards the end of the Thirteenth Interim Period, during which the Chapter 11 Trustee conducted a final marketing process to ensure that the Creditor Plan represented the best option for CFG Peru’s creditors, and that there were no bidders at the necessary threshold to pay off, *inter alia*, the Peruvian OpCos’ third party debt in connection with the CFG Peru Sale.

45. Skadden professionals' efforts in connection with the CFG Peru Sale intensified again during the Spring of 2019, in the Eighth Interim Period. During that time, Skadden professionals continued to assist the Chapter 11 Trustee in liaising with potential bidders, negotiating new non-disclosure agreements and extensions to existing non-disclosure agreements to enable potential bidders to conduct due diligence, and facilitating site visits in Peru. Skadden professionals also assisted DSI in revising a sale re-solicitation memorandum, which provided an update on the Peruvian OpCos' business operations to potential bidders.

46. In addition to these efforts, throughout the Entire Case Period, Skadden professionals assisted the Chapter 11 Trustee generally in his extensive efforts to effectuate the CFG Peru Sale. This included assisting the Chapter 11 Trustee to liaise with various potential interested parties, enter into over a dozen non-disclosure agreements therewith, and conduct subsequent site visits and management presentations. Despite the extensive efforts of the Chapter 11 Trustee, Skadden professionals, and the Chapter 11 Trustee's other advisors, the CFG Peru Sale was ultimately unsuccessful due to factors outside the Chapter 11 Trustee's control, including political instability in Peru and adverse macroeconomic conditions caused in part by the COVID-19 pandemic.

47. Skadden professionals also assisted the Chapter 11 Trustee in selling certain non-core assets at CFG Peru Singapore's subsidiaries. The purpose of selling non-core assets was two-fold: to fund administrative expenses of CFG Peru Singapore's Chapter 11 Case, and to eliminate certain assets not used in the Peruvian OpCos' operations in order to streamline the assets to be transferred to a buyer in the CFG Peru Sale. Prior to conducting the non-core asset sales, Skadden professionals filed the following motions, each of which was approved by the Court: (i) *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a), 363(b)*,

541(a)(1), and 1108, and Bankruptcy Rules 2002, 6004, and 9006 Authorizing (A) the Private Sale of a Non-Debtor Vessel and (B) the Chapter 11 Trustee to Consent to and Take All Corporate Actions Desirable or Necessary in Connection Therewith [Dkt. No. 396], which sought approval to sell the non-Debtor vessel *Pacific Voyager*; (ii) the *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a), 363(b), 541(a)(1), and 1108 and Bankruptcy Rules 2002, 6004, and 9006 Authorizing and Approving Procedures for (A) the Sale or Transfer of Certain Non-Debtor Assets and (B) Taking All Desirable or Necessary Corporate Governance Actions in Connection Therewith* [Dkt. No. 412], which sought approval of sale procedures for the remaining vessels owned by SFR, other non-debtor vessels, and certain commercial and residential property in Lima, Peru; and (iii) the *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 1108 and Bankruptcy Rules 2002, 6004, and 9006 Authorizing and Approving Procedures for (A) the Sale or Transfer of Certain Additional Non-Debtor Assets and (B) Taking All Desirable or Necessary Corporate Governance Actions in Connection Therewith* [Dkt. No. 533], which sought approval of sale procedures for the factory vessel *Damanzaihao*, and Copeinca's corporate headquarters and nearby real estate in Lima, Peru.

B. Litigation (General)

Hours: 4,341.60, Fees: \$4,590,357.91

48. During the Entire Case Period, Skadden professionals spent a significant amount of time working on litigation and related matters on behalf of the Chapter 11 Trustee. Such efforts included preparing and defending against various discovery motions, facilitating and participating in mediation, and defending the Chapter 11 Trustee at contested hearings. Amounts billed to this matter number constituted the second-highest among all matters.

49. During the Spring of 2018, near the start of the Fifth Interim Period, Skadden professionals assisted and represented the Chapter 11 Trustee in preparation for an

evidentiary hearing (the “Planned BANA Netting Hearing”) scheduled by the Court in response to the Bank of America, N.A.’s (“BANA”) objection (the “BANA Netting Objection”) to the *Chapter 11 Trustee and the Other Debtors’ Joint Motion for an Order Approving the Settlement Agreement Netting Intercompany Claims Among and Between CFG Peru Singapore, the Other Debtors, and the Non-Debtor Affiliates, Including the CFG Peru Singapore Subsidiaries* [Dkt. No. 993] (the “Intercompany Settlement Motion”), which the Chapter 11 Trustee and the Other Debtors filed seeking approval of a settlement agreement (the “Intercompany Netting Agreement”) to resolve certain intercompany claims scheduled or asserted among and between CFG Peru Singapore and its subsidiaries, on the one hand, and the Other Debtors and their non-Debtor affiliates, on the other hand. In preparation for the Planned BANA Netting Hearing, Skadden professionals expended considerable time and effort reviewing and preparing a large volume of documents to respond to BANA’s document requests. In response to potential depositions as part of the Planned BANA Netting Hearing, Skadden professionals drafted declarations for witnesses that BANA wished to depose, and prepared them for depositions. During this process, Skadden professionals remained in constant communication with the Other Debtors’ counsel to discuss strategy in response to the BANA Netting Objection and to coordinate deposition preparation and document production.

50. Ultimately, Skadden assisted the Chapter 11 Trustee in reaching an agreement with BANA to withdraw the BANA Netting Objection, thus obviating the need to conduct the Planned BANA Netting Hearing and related depositions. These efforts culminated in the Court entering an order approving the Intercompany Netting Agreement and the *Stipulation By and Between Chapter 11 Trustee, Other Debtors, and Bank of America, N.A. Regarding Treatment of Claims and Resolution of Objection to Settlement Agreement Netting Intercompany Claims* [Dkt. No. 1112].

51. Litigation efforts again intensified during the winter of 2019, in the Tenth Interim Period, as the issues related to the Intercreditor Dispute came to a head. During this time, certain Noteholders represented by Kasowitz Benson Torres LLP (the “Objecting Noteholders”) filed a motion seeking discovery from, *inter alios*, the Chapter 11 Trustee in connection with the Intercreditor Dispute (the “Noteholder 2004 Motion”). In response, the Chapter 11 Trustee, seizing the opportunity to resolve both the Intercreditor Dispute and the unrelated Liquidator Disputes, filed the *Chapter 11 Trustee’s Emergency Motion for Entry of an Order (A) Appointing a Mediator, (B) Directing the Proposed Mediation Parties to Participate in Mediation, and (C) Authorizing Taking Corporate Governance Actions Necessary to Enable Non-Debtor CFG Investment S.A.C. to Participate in Mediation* [Dkt. No. 1856], which sought to refer both the Intercreditor Dispute and the Liquidator Disputes to mediation. Skadden professionals also prepared and filed the *Chapter 11 Trustee’s Limited Objection to the Motion of Movants Pursuant to 11 U.S.C. § 105(a), Fed. R. Bankr. P. 2004 and 9016, and L. Bankr. R. 2004-1, For an Order Authorizing Issuance of Subpoenas for Production of Documents and Examination of Witnesses and Granting Related Relief* [Dkt. No. 1853], in response to the Noteholder 2004 Motion and, during the Tenth and Eleventh Interim Periods, assisted the Chapter 11 Trustee and DSI in facilitating document productions in connection therewith.

52. Subsequently, during the first half of 2020, in the Eleventh Interim Period, Skadden professionals worked extensively to facilitate the Mediation. These efforts included negotiating and executing the *Stipulation and Order Governing the Disclosure of Confidential Documents and Authorizing the Filing of Certain Documents Under Seal* [Dkt. No. 2073], which provided for the production and handling of documents disclosed in connection with the Noteholder 2004 Motion or the Mediation; drafting the Chapter 11 Trustee’s mediation statement

in connection with the Intercreditor Dispute; reviewing and analyzing the other mediation parties' mediation statements; and coordinating the logistics of and hosting the Mediation sessions. Skadden professionals also continued to strategize with and assist the Chapter 11 Trustee with respect to the 2004 Motion, which efforts included facilitating the review of responsive documents and analyzing common interest issues with the Peruvian OpCos.

53. Finally, as discussed above, during the Thirteenth Interim Period, Skadden professionals expended considerable time and effort assisting the Chapter 11 Trustee in negotiations regarding the Global Settlement Agreement. After negotiations stalled due in part to revelations regarding the Alleged CFGI Guarantee, Skadden professionals worked to prepare the Removal Motion and 2004 Motion, along with accompanying motions to shorten the notice period, to ensure that the Ng Family Members could not further frustrate progress towards confirmation of the Creditor Plan. Skadden professionals made all necessary preparations for a contentious hearing, while concurrently retaining open negotiating lines with the Other Debtors' counsel and counsel to the Ng Family Members that led to (i) stipulations from the Ng Family Members that all necessary disclosures regarding the Alleged CFGI Guarantee had been made, (ii) the agreement of the Ng Family Members to provide all consents necessary for the Creditor Plan and the transactions contemplated therein, and (iii) the agreement by the Ng Family Members to resign from their positions at certain CFG Peru Singapore Subsidiaries.

C. Claims Administration (General)
Hours: 3,916.50, Fees: \$3,496,366.14

54. Throughout the Entire Case Period, Skadden professionals expended significant time advising the Chapter 11 Trustee in connection with various matters related to claims against CFG Peru Singapore and its subsidiaries. Ongoing matters billed to this matter number included the review and analysis of claims against CFG Peru Singapore and

correspondence with both DSI and creditors with respect to those claims, while the two most significant claims-related workstreams related to the negotiation and eventual effectuation of the Intercompany Netting Agreement and the strategic use of the Interim Distribution to bring the Intercreditor Dispute to a head.

55. Beginning during the Fall of 2017 and the Fourth Interim Period, Skadden professionals, in conjunction with DSI and Ernst & Young Peru (“EY”), the Peruvian OpCos’ tax advisor, began in earnest the process of negotiating the Intercompany Netting Agreement, which, among other benefits, provided for the assignment of a \$459 million intercompany claim owed by CFGI to China Fisheries International Limited, one of the Other Debtors, to CFG Peru Singapore. The Intercompany Netting Agreement was instrumental to the Chapter 11 Trustee’s efforts to effectuate the CFG Peru Sale and would eventually become a key part of the Creditor Plan. Skadden professionals engaged with DSI, EY, and the Peruvian OpCos to determine the most tax-efficient way to resolve the claims affected by the Intercompany Netting Agreement. Externally, Skadden professionals represented the Chapter 11 Trustee at meetings and negotiation sessions with the Other Debtors and their professionals on the specific terms of the Intercompany Netting Agreement. Skadden professionals also took the lead in drafting both the Intercompany Netting Agreement and the Intercompany Settlement Motion.

56. Beginning during the Seventh Interim Period, from November 2018 through February 2019, Skadden professionals spent significant time formulating a strategy with respect to the Interim Distribution, which involved analysis of the debt documents governing the Notes and Club Loan, and liaising with counsel to the agent under the Club Loan and the indenture trustee under the Notes to understand the mechanics of the Interim Distribution. Skadden professionals engaged in discussions with the Noteholders and Club Lenders, and proposed the Chapter 11

Trustee's method of allocating excess cash at the Peruvian OpCos between CFGI and Copeinca based upon their respective anchovy fishing quotas, and between the Notes and Club Loan based upon the debt obligations at the Peruvian OpCos. Skadden professionals ultimately prepared and filed the *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 2002 and 6004 Authorizing Taking Corporate Governance Actions Necessary to Enable an Interim Distribution of Excess Cash to Certain Creditors by Non-Debtor CFG Investment S.A.C.* [Dkt. 1490] (the "Initial Interim Distribution Motion"), which sought Court approval for corporate governance authority to execute the Interim Distribution. The Initial Interim Distribution Motion was met with an informal objection from the Objecting Noteholders based on their view that allocation as between the Noteholders and Club Lenders should be revised to take into account Copeinca guaranteeing the Notes—which was the issue that would later be mediated as the Intercreditor Dispute. In response, following discussions with his advisors, including Skadden, the Chapter 11 Trustee withdrew the Initial Interim Distribution Motion because he did not view litigation regarding the Interim Distribution as a prudent use of estate resources at that time.

57. As it became clear that the Intercreditor Dispute would be a gating issue preventing progress in CFG Peru Singapore's Chapter 11 Case, the Chapter 11 Trustee renewed efforts to pursue to the Interim Distribution in a strategic effort to force the Intercreditor Dispute to a head. These efforts took place throughout the Ninth Interim Period and beyond, during which time Skadden professionals assisted the Chapter 11 Trustee in preparing and filing the *Chapter 11 Trustee's Renewed Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 2002 and 6004 Authorizing Taking Corporate Governance Actions Necessary to Enable an Interim Distribution of Excess Cash to Certain Creditors by Non-Debtor*

CFG Investment S.A.C. [Dkt. No. 1710] (the “Renewed Interim Distribution Motion”). As the Chapter 11 Trustee predicted, the Renewed Interim Distribution Motion drew the objection of the Objecting Noteholders. Skadden professionals prepared for and participated in a contested hearing on the Renewed Interim Distribution Motion, which the Court denied on limited grounds in December 2019. Thereafter, Skadden professionals prepared and filed the *Chapter 11 Trustee’s Second Renewed Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 2002 and 6004 Authorizing Taking Corporate Governance Actions Necessary to Enable an Interim Distribution of Excess Cash to Certain Creditors by Non-Debtor CFG Investment S.A.C.* [Dkt. No. 1900] (the “Second Renewed Interim Distribution Motion”), which was ultimately approved by the Court in January 2020. The approval by the Court of the Second Renewed Interim Distribution Motion precipitated the commitment by both the Noteholders and Club Lenders to the resolution of the Intercreditor Dispute through the Mediation.

D. Reorganization Plan / Plan Sponsors
Hours: 2,561.40, Fees: \$2,658,377.18

58. The substantial majority of Skadden professionals’ efforts in connection with a chapter 11 plan occurred during the Thirteenth Interim Period as Skadden professionals engaged with counsel to the Creditor Plan Proponents and Other Debtors to help drive the Creditor Plan to confirmation.

59. Beginning in the fall of 2020, during the Twelfth Interim Period, Skadden professionals were instructed by the Chapter 11 Trustee to re-engage with Kirkland, counsel to the Creditor Plan Proponents and the broader Ad Hoc Group, in connection with the Creditor-Led Alternative. These efforts included negotiating and preparing a common-interest agreement with Kirkland to enable sharing advice from foreign counsel relating to foreign schemes of arrangement, preparing a comprehensive memorandum that analyzed and responded to open

questions posed by Kirkland on implementation of the Creditor-Led Alternative, and drafting a preliminary timeline of the Creditor-Led Alternative implementation process. Skadden professionals also liaised with their colleagues in Skadden's London office and with the Chapter 11 Trustee's Singapore counsel, Allen & Gledhill LLP, to analyze the possibility and practicality of implementing the Creditor-Led Alternative through a restructuring plan in the United Kingdom or scheme of arrangement in Singapore (the "UK Plan" and "Singapore Scheme," respectively).

60. During the Thirteenth Interim Period, as the Mediation came to a successful close, work regarding the Creditor-Led Alternative intensified. In March 2021, the Ad Hoc Group announced agreement on a restructuring support agreement that contemplated, *inter alia*, the equitization of a portion of the Noteholders' and Club Lenders' claims against CFGI, the provision of \$150 million in new financing, and issuance of new notes. These restructuring transactions were contemplated to be implemented through the UK Plan and, if necessary, the Singapore Scheme. On March 16, 2021, the Creditor Plan Proponents first filed the Creditor Plan [Dkt. No. 2381] and associated disclosure statement [Dkt. No. 2382] (the "Disclosure Statement"). While continuing to engage with Kirkland with respect both to the Creditor Plan and the Global Settlement Agreement, Skadden professionals ensured the protection of the Chapter 11 Trustee's interests by preparing and filing the Limited DS Objection that set forth the Chapter 11 Trustee's (i) desire to pursue a final marketing process with respect to a potential CFG Peru Sale before committing to support the Creditor Plan and (ii) concerns regarding the Interim Distribution contemplated by the Creditor Plan.

61. As the confirmation hearing approached, Skadden professionals engaged in constant discussions with Kirkland to ensure that the Chapter 11 Trustee's concerns with respect to the Creditor Plan (which included, among others, the feasibility of effectuating a \$75 million

Interim Distribution) were satisfied prior to confirmation, and that confirmation of the Creditor Plan would facilitate a viable path for CFG Peru Singapore to exit chapter 11. As part of this process, Skadden professionals prepared the Plan Statement on behalf of the Chapter 11 Trustee, which was filed one week before the confirmation hearing. Skadden professionals also worked to ensure that the Creditor Plan contemplated a smooth transition from the Chapter 11 Trustee to the Plan Administrator, with authority reserved for the Chapter 11 Trustee to take certain corporate governance actions during a transition period following entry of the Confirmation Order (the “Transition Period”). The Transition Period allowed for, *inter alia*, certain payments contemplated by the Creditor Plan, including certain administrative expenses and distributions, to be promptly made shortly after entry of the Confirmation Order.

E. Case Administration
Hours: 2,558.70, Fees: \$1,786,013.15

62. Throughout the Entire Case Period, Skadden professionals devoted time to case administration matters and worked with the Chapter 11 Trustee and his other advisors regarding various related issues. Skadden professionals held regular teleconferences with the Chapter 11 Trustee in order to coordinate the most effective and efficient way to prosecute the Chapter 11 Case, which reduced expenses by ensuring that professionals’ efforts were not duplicated.

63. Time billed to this matter also includes preparation for and attendance at hearings that occurred during the Entire Case Period. Skadden professionals prepared for, participated in, and represented the Chapter 11 Trustee at fifty-three hearings over the course of the Chapter 11 Case, some of which were contested and required extensive preparation.

64. Skadden professionals also devoted time to the following administrative and organizational tasks that allowed Skadden to provide more informed and efficient services and

advice; reviewing and facilitating filing and service of various documents, including notices and agendas; reviewing and responding to interested party correspondence; updating task lists and case calendars; and monitoring the Court's docket.

F. Retention / Fee Matters / Objections (SASM&F)
Hours: 2,080.30, Fees: \$1,614,567.50

65. Pursuant to the terms of the Compensation Procedures Order, during the Entire Case Period, Skadden professionals prepared and filed monthly fee statements and related materials, and expended time preparing Skadden's budget and staffing plan for future application periods. During the nearly five years of the Entire Case Period, Skadden professionals prepared and filed fifty-six monthly fee statements.

66. In addition, Skadden professionals prepared and filed interim fee applications for each interim period during the Chapter 11 Case. Prior to this Application, Skadden professionals prepared and filed twelve interim fee applications, all of which were presented at hearings before this Court. Given the high volume of work completed by Skadden professionals, the foregoing monthly fee statements and interim fee applications required significant time from certain Skadden professionals in order to ensure that the filings were complete and accurate while not disclosing confidential or privileged information.

67. Skadden also maintained and coordinated updates to a list of parties in interest in the Chapter 11 Case throughout the Entire Case Period to comply with the ongoing disclosure requirements of the Bankruptcy Code. Skadden professionals conducted further queries of Skadden's client databases during the Entire Case Period to identify relevant relationships to the Debtors, their affiliates, and other parties in interest. Skadden drafted and filed ten declarations to supplement disclosure to the Court regarding such newly identified relationships.

G. Financing (DIP and Emergence)
Hours: 1,379.40, Fees: \$1,212,493.50

68. At the commencement of the Chapter 11 Case, CFG Peru Singapore did not have any financing in place to pay the administrative expenses of its Chapter 11 Case. During the First Interim Period, Skadden professionals assisted the Chapter 11 Trustee's efforts to secure such a facility. Skadden attorneys from the corporate restructuring, banking, and corporate finance departments advised the Chapter 11 Trustee in evaluating the structure of a potential intercompany financing facility, and potential issues, restrictions, and alternatives thereto. Thereafter, Skadden professionals drafted the Superpriority Loan Agreement and related documents, and began drafting the necessary pleadings to the Court seeking approval of the Superpriority Loan Agreement.

69. During the Second Interim Period, in May 2017, Skadden professionals filed the *Motion for an Order (I) Authorizing the Chapter 11 Trustee to Obtain Intercompany Postpetition Financing on a Superpriority Administrative Claim Basis* [Dkt. No. 548], which was approved by the Court on June 12, 2017 [Dkt. No. 585]. In connection with the execution of the Superpriority Loan Agreement, Skadden professionals worked with the Chapter 11 Trustee's Singapore and Peru counsel to research and analyze tax and corporate governance implications as well as permissibility under existing debt agreements.

70. Given the duration of the Chapter 11 Case, the initial borrowing commitment under the Superpriority Loan Agreement proved insufficient to fund ongoing administrative expenses. Accordingly, Skadden professionals prepared and filed the *Chapter 11 Trustee's Motion for Order (I) Authorizing the Chapter 11 Trustee to Amend the Intercompany Loan Agreement, (II) Authorizing Corporate Governance Actions, and (III) Granting Related Relief* [Dkt. 1488], during the Seventh Interim Period; the *Chapter 11 Trustee's Motion for Order (I) Authorizing the Chapter 11 Trustee to Further Amend the Intercompany Loan Agreement, (II)*

Authorizing the Corporate Governance Actions, and (III) Granting Related Relief [Dkt. No. 1755], during the Ninth Interim Period; and the *Chapter 11 Trustee's Motion for Order (I) Authorizing the Chapter 11 Trustee to Further Amend the Intercompany Loan Agreement, (II) Authorizing Corporate Governance Actions, and (III) Granting Related Relief* [Dkt. No. 2274], during the Thirteenth Interim Period. Each of these motions to amend the Superpriority Loan Agreement to extend the maturity date and increase the aggregate commitment was approved by the Court.

H. Retention / Fee Matters / Objections (Others)
Hours: 1,566.90, Fees: \$1,154,882.10

71. During the Entire Case Period, Skadden professionals assisted with the preparation and filing of fifty-six monthly fee statements and thirteen interim fee applications for DSI, and prepared combined interim fee orders for the Chapter 11 Trustee's advisors, including Skadden, DSI, and Quinn Emanuel. Skadden professionals also worked with the Chapter 11 Trustee to seek approval for and retain ordinary course professionals, including Advokatfirmaet Schjodt AS, as Norwegian counsel; Allen & Gledhill LLP, as Singapore counsel; Clarke Ey Korla Lawyers, as Samoan counsel; CMS Albiñana & Suárez de Lezo, as Spanish counsel; CMS Grau, as Peruvian counsel; David Lim & Partners LLP, to provide Singapore corporate secretarial services; Edward Nathan Sonnenbergs Inc. ("ENS"), as Namibian counsel; Seward & Kissel LLP, as maritime counsel; and Temple Chambers, as Hong Kong barrister, and prepared and filed eighteen quarterly statements regarding payments thereto.

I. Creditor Meetings / Statutory Committees
Hours: 917.20, Fees: \$944,484.50

72. Throughout the Entire Case Period, Skadden professionals worked to keep creditors and other interested parties apprised of progress and general case and operational developments. Skadden prepared for and represented the Chapter 11 Trustee at periodic meetings and teleconferences with creditors and their advisors. Skadden professionals maintained contact

with creditors that are not represented by counsel and with counsel for those creditors that are represented, responding to e-mails and inquiries to provide updates regarding case developments.

73. In addition to creditor meetings hosted at Skadden's offices in New York and other meetings attended in Singapore, Hong Kong, and Peru at the Chapter 11 Trustee's request, Skadden professionals adjusted to the COVID-19 pandemic and represented the Chapter 11 Trustee at multiple virtual creditor meetings beginning in 2020. In addition to preparing for and representing the Chapter 11 Trustee at those meetings, which presented certain technological and security challenges given the need to ensure that only creditors were admitted to the virtual meeting room, Skadden professionals engaged with the Chapter 11 Trustee's other advisors, facilitated the meetings, drafted and circulated general notices to interested parties, corresponded with creditors, and followed up with parties after meetings were held.

J. Business Operations / Strategic Planning
Hours: 859.70, Fees: \$773,545.42

74. During the Entire Case Period, Skadden professionals corresponded with the Chapter 11 Trustee and his other professionals regarding the day-to-day operations of the Peruvian OpCos, including updates on the anchovy fishing seasons in Peru, issues with certain individual vessels owned and operated by the Peruvian OpCos, and audit procedures.

75. Skadden professionals also used this matter number to analyze various strategic issues including, but not limited to, corporate governance issues, consequences of debt trading in the Chapter 11 Cases, foreign law issues, and implications of appointment of liquidators at related entities. During the Third Interim Period, from July 2017 through October 2017, Skadden professionals spent considerable time researching and discussing with the Chapter 11 Trustee the feasibility and effectiveness of his appointment by the Court as a chapter 11 trustee for

certain of the Other Debtors as a means of protecting the CFG Peru Sale efforts from a refusal by certain Other Debtors to provide certain requisite corporate and stock exchange approvals.

76. Finally, during the Seventh Interim Period, from November 2018 through February 2019, Skadden professionals devoted time related to this matter number to analyzing issues relating to Protein Trading Limited (“Protein Trading”), a Debtor in these Chapter 11 Cases and a wholly owned subsidiary of CFG Peru Singapore. Skadden professionals strategized with DSI on how to address an approximately \$19 million intercompany claim asserted by Protein Trading against CFG Peru Singapore, and also how to potentially wind up Protein Trading and conclude its chapter 11 case.

K. Nonworking Travel Time
Hours: 909.50, Fees: \$565,715.50

77. During the Entire Case Period, the Skadden team drew on the experience and talent of professionals from many of its global offices, including New York, Wilmington, Chicago, Boston, London, and Hong Kong. Skadden professionals traveled as necessary to attend Court hearings, and to attend meetings in Singapore, Hong Kong, Peru, and elsewhere at the Chapter 11 Trustee’s direction. Skadden professionals who spent time traveling, but not otherwise working, allocated their time to this billing category, which was billed at 50% of standard hourly rates.

L. Automatic Stay (Relief Actions)
Hours: 365.30, Fees: \$326,906.79

78. Beginning in the Third Interim Period, from July 2017 through October 2017, and continuing throughout the majority of the Entire Case Period, Skadden professionals assisted the Chapter 11 Trustee in engaging in discussions with Club Lenders who traded their debt on the secondary market. New holders of Club Loan debt wished to be issued new promissory notes as evidence of their position, and Skadden professionals negotiated and drafted a side letter

whereby new promissory notes would be issued subject to certain conditions. Skadden professionals also prepared and filed the *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a), 363(b) and 1108, Authorizing and Approving (A) the Issuance of New Promissory Notes Related to the Club Facility and (B) Taking All Desirable or Necessary Corporate Governance Actions in Connection Therewith* [Dkt. No. 741] (the "Promissory Note Motion"), which sought the Court's approval to direct certain entities under the Chapter 11 Trustee's control to issue new promissory notes. The Court approved the Promissory Note Motion near the end of the Third Interim Period [Dkt. No. 813].

M. Employee Matters (General)
Hours: 403.40, Fees: \$287,272.00

79. During the Second Interim Period, from March 2017 through June 2017, Skadden professionals advised the Chapter 11 Trustee in connection with various employee-related issues, including the development of an incentive plan for the management team of the Peruvian OpCos (the "Bonus Plan"). These efforts included advising the Chapter 11 Trustee with respect to the potential implementation of the Bonus Plan, as well as conducting legal research to ensure that the Bonus Plan was administered in accordance with the Bankruptcy Code.

80. Subsequently, during the Third Interim Period, Skadden professionals spent time in meetings and discussions with the Chapter 11 Trustee's compensation consultant, Mercer (US) Inc., regarding the structure of the Bonus Plan. Skadden professionals also prepared for and engaged in negotiations regarding the specific terms of the Bonus Plan and Bonus Plan-related pleadings with the Peruvian OpCos' U.S. counsel. Skadden professionals also spent time discussing the terms of the Bonus Plan with creditor constituencies and the U.S. Trustee to ensure that the Bonus Plan proceeded on a consensual basis. Skadden professionals prepared and filed the *Chapter 11 Trustee's Motion for an Order Pursuant to Bankruptcy Code Sections 363(b) and*

503(c)(3) Approving the Peruvian OpCos' Key Employee Incentive Plan [Dkt. No. 739], which was withdrawn later in the Third Interim Period after the Chapter 11 Trustee decided, in his business judgment, that making payments contemplated by the Bonus Plan from the Peruvian OpCos, rather than from CFG Peru Singapore, would be more cost-efficient. After revising the Bonus Plan to reflect this change in approach, Skadden professionals prepared and filed the *Chapter 11 Trustee's Motion for an Order Pursuant to Bankruptcy Code Section 363(b) Approving (I) the Peruvian OpCos' Bonus Plan and (II) Taking All Desirable or Necessary Corporate Governance Actions in Connection Therewith* [Dkt. No. 850], which was approved by the Court during the Fourth Interim Period.

N. Peruvian Proceedings
Hours: 306.90, Fees: \$231,106.00

81. During the First Interim Period, Skadden professionals assisted the Chapter 11 Trustee with the negotiation of a stipulation with the Peruvian OpCos that put an end to insolvency proceedings in Peru and related chapter 15 recognition applications before this Court. In order to secure the dismissal of Peruvian involuntary and voluntary insolvency proceedings, Skadden professionals worked in conjunction with Peruvian counsel to assist Peru's El Instituto Nacional de Defensa del la Competencia y de la Protección de la Propiedad Intelectual (the National Institute for the Defense of Competition and Protection of Intellectual Property) ("INDECOPI") in understanding the authority of the Chapter 11 Trustee under U.S. bankruptcy law, as INDECOPI had not previously encountered a chapter 11 trustee.

82. Additionally, Skadden professionals assisted the Chapter 11 Trustee in investigating and negotiating the withdrawal of an involuntary proceeding that China CITIC Bank International Limited ("CITIC"), a Club Lender, commenced in September 2016 before INDECOPI. Reaching agreement to facilitate CITIC's eventual withdrawal of this involuntary

proceeding required prolonged negotiations with CITIC's counsel; investigation of the Peruvian filings; extensive case research regarding the scope of the automatic stay; and the drafting and filing of the *Chapter 11 Trustee's Motion for the Entry of an Order Pursuant to Sections 105(a) and 362 of the Bankruptcy Code Enforcing the Automatic Stay* [Dkt. No. 268] (the "Automatic Stay Motion"), which sought to enforce the automatic stay and void the involuntary proceeding. Skadden professionals successfully negotiated the withdrawal of CITIC's INDECOPI filings in exchange for withdrawing the Automatic Stay Motion.

O. Asset Dispositions (Real Property)
Hours: 235.90, Fees: \$194,357.50

83. During the Sixth Interim Period, from July 2018 through October 2018, Skadden professionals assisted the Chapter 11 Trustee and his other advisors with the sale of Copeinca's corporate headquarters and an adjacent parcel of real estate. These efforts included drafting the *Notice of Sale of Non-Debtor Real Estate in Accordance with Non-Debtor Asset Sale Order* [Dkt. No. 1234], liaising with management of the Peruvian OpCos and their counsel on the specifics of the sale, and coordinating the necessary corporate governance documents with the Chapter 11 Trustee's Peruvian, Norwegian, and Spanish counsel and counsel to the Other Debtors. The sale of Copeinca's headquarters required extensive analysis of its unusual contract terms, which involved an option agreement and option period, as well as corporate governance issues in Norway and Spain, where Copeinca's direct shareholders are incorporated. Skadden professionals also responded to objections to the sale of Copeinca's headquarters lodged by the Other Debtors and by the representative of a potential bidder in the CFG Peru Sale by filing the *Chapter 11 Trustee's Statement in Response to the Statement in Opposition of Certain Debtors to Proposed Sale of Copeinca Headquarters* [Dkt. No. 1286], engaged in negotiations to attempt to resolve the objections, and defended the sale of the headquarters at a hearing before the Court.

84. Skadden professionals also assisted the Chapter 11 Trustee with CFGI's donation of a parcel of unused real estate in the rural village of La Planchada, Peru, to the Peruvian Ministry of Education, which efforts included preparing and filing the *Chapter 11 Trustee's Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 2002 and 6004 Authorizing Taking All Corporate Governance Actions in Connection with the Donation of Excess, Unusable, and Vacant Real Estate Property in La Planchada, Peru to the Peruvian Government by Non-Debtor Corporation CFG Investment S.A.C.* [Dkt. No. 1293].

P. Reports and Schedules
Hours: 189.90, Fees: \$153,004.50

85. Throughout the Entire Case Period, Skadden professionals, along with the Chapter 11 Trustee's other advisors, assisted the Chapter 11 Trustee with preparing and filing reports, with particular efforts coming following the Chapter 11 Trustee's appointment. During the First Interim Period, in order to give the Chapter 11 Trustee time to investigate and evaluate the overall financial health and operations of CFG Peru Singapore and its non-Debtor subsidiaries, Skadden professionals assisted the Chapter 11 Trustee in requesting an extension to file the monthly operating report for November 2016 and for additional time to file reports of financial information required under Bankruptcy Rule 2015.3 (the "2015.3 Reports"). The Court ultimately granted authority to not file the 2015.3 Reports [Dkt. No. 393].

86. During the Second Interim Period, Skadden professionals consulted with the Chapter 11 Trustee and his other advisors regarding the preparation of monthly operating reports, which had initially been filed by counsel to the Other Debtors. Skadden professionals continued to consult with the Chapter 11 Trustee and his other advisors regarding monthly operating reports throughout the Entire Case Period. In addition, during the Second Interim Period,

Skadden professionals assisted the Chapter 11 Trustee in the preparation and filing of the *Status Report of the Chapter 11 Trustee* [Dkt. No. 481].

Q. Singapore
Hours: 192.50, Fees: \$156,384.97

87. During the Second Interim Period, Skadden professionals worked with Singapore counsel and the Chapter 11 Trustee in analyzing Singapore law issues. In addition, Skadden professionals assisted the Chapter 11 Trustee in securing authorization from the Court to file recognition proceedings for the Chapter 11 Trustee in Singapore. These efforts involved preparing and filing the *Chapter 11 Trustee's Motion for the Entry of an Order Pursuant to Section 105 Authorizing the Chapter 11 Trustee to Commence Recognition Proceedings Before the High Court of the Republic of Singapore* [Dkt. No. 411]. Skadden professionals also supported the Chapter 11 Trustee's Singapore counsel with various tasks related to the recognition proceedings in the High Court of the Republic of Singapore.

R. Disclosure Statement / Voting Issues
Hours: 139.10, Fees: \$104,020.50

88. During the Second Interim Period, at the Chapter 11 Trustee's direction, Skadden professionals prepared an initial draft of a disclosure statement for a potential plan that ultimately was not filed. In connection with drafting the disclosure statement, Skadden professionals reviewed and analyzed case filings and plan-related documents, conducted case law research on certain related issues, and analyzed various issues to be addressed in the disclosure statement.

S. Other Foreign
Hours: 83.90, Fees: \$71,543.58

89. During the Third Interim Period, Skadden professionals worked in conjunction with DSI and the Chapter 11 Trustee's Namibian counsel, ENS, to address issues

regarding the arrest of the vessel *Sheriff*, the subject of the Alleged CFGI Guarantee, in Namibia by Brandberg Namibia Investment Co. (Pty) Ltd. (“Brandberg Namibia”), a non-Debtor affiliate under the control of the Other Debtors. The *Sheriff* was sold at a loss at auction on the order of the Namibian court, and Skadden professionals subsequently conferred with ENS, who negotiated with Brandberg Namibia’s counsel to void the sale, begin the process of a re-sale, and facilitate distribution of the proceeds thereof.

T. Investigations and Reviews
Hours: 81.50, Fees: \$70,025.00

90. During the First Interim Period, Skadden professionals assisted the Chapter 11 Trustee with respect to issues related to claims against potential bad actors. These efforts included advising on issues relating to equitable subordination, Rule 2004 discovery, and transferee liability.

REASONABLENESS OF FEES AND DISBURSEMENTS

91. Bankruptcy Code section 330 authorizes the Court to award “reasonable compensation for actual, necessary services rendered by the . . . professional person . . . ” 11 U.S.C. § 330(a)(1)(A). In order to evaluate a request for allowance of fees by a professional person, a court must determine whether the services rendered were actual and necessary and the fees requested are reasonable. Skadden respectfully submits that its request for an interim award of compensation for the Thirteenth Interim Period and a final award of compensation for the Entire Case Period satisfy that standard.

92. In accordance with the factors enumerated in 11 U.S.C. § 330, the amount requested herein by Skadden is fair and reasonable in light of (1) the nature and complexity of the Chapter 11 Case; (2) the time and labor required to effectively represent the Chapter 11 Trustee; (3) the nature and extent of the services rendered; (4) Skadden’s experience, reputation, and

ability; (5) the value of Skadden's services; and (6) the cost of comparable services other than in cases under the Bankruptcy Code.

A. Nature, Complexity, and Duration of the Chapter 11 Case

93. As should be evident from the summary of Skadden's services as described in this Application, the Chapter 11 Case is complex and presents a particularly unique set of circumstances, including but not limited to numerous cross-border issues; a complex corporate structure; the relationship with the Other Debtors not under the control of the Chapter 11 Trustee; and the nature of the assets in this Chapter 11 Case. Skadden has assisted the Chapter 11 Trustee by employing a streamlined structure that consists of a small core team to avoid the performance of duplicative or unnecessary work.

B. Experience of Skadden

94. The experience of Skadden also benefited the Chapter 11 Trustee and the Debtor's estate. Skadden is among the largest law firms and has one of the most experienced restructuring groups in the world. As set forth more fully in the Retention Application, Skadden's restructuring attorneys and attorneys from other practice areas have extensive knowledge and experience in dealing with the fast-paced needs of similar chapter 11 cases. Accordingly, Skadden's depth of experience in chapter 11 matters ensured that pressing matters were addressed promptly.

C. Comparable Services

95. An award of compensation also must be based on the cost of comparable services other than in a bankruptcy case. Skadden's rates are consistent with rate structures charged to other clients in bankruptcy and non-bankruptcy matters. Moreover, its rate structure was disclosed clearly in its Retention Application, which this Court approved. The amounts sought by Skadden are consistent with the fees, charges, and disbursements incurred in other chapter 11

cases of similar size, complexity, and duration by Skadden and its peer firms. Accordingly, the cost of comparable services supports the Application, and the services performed during the Thirteenth Interim Period and Entire Case Period more than warrant the allowance of compensation, particularly in view of the results achieved, as reflected herein.

96. Based on the foregoing, Skadden respectfully submits that approval of the compensation sought herein is warranted and should be approved.

D. Reservation of Rights

97. Skadden reserves the right to supplement this Application to seek amounts for work performed or expenses incurred during the Entire Case Period but not yet reflected in Skadden's time records or to amend the amounts listed herein and in the monthly fee statements to correct any bookkeeping errors. Skadden has attempted to include in the monthly fee statements and, by extension, this Application, all time and expenses relating to the Entire Case Period. However, delays in processing such time and receiving invoices for certain expenses do occur. In the event that a subsequent review reveals that additional professional services have been rendered or expenses have been incurred on behalf of the Chapter 11 Trustee during the Entire Case Period, which were not processed by Skadden's accounting system before the time of this Application, Skadden reserves the right to seek such additional fees and expenses by subsequent application to the Court. Skadden does not waive, and expressly reserves, its right to respond to any objections regarding this Application and the amounts sought for Skadden's services in the Chapter 11 Case. In the event that any objections to this Application are filed, Skadden reserves the right to seek payment for all or any part of its write-offs.

COMPLIANCE WITH GUIDELINES

98. Skadden believes that this Application, together with the attachments hereto, substantially complies in all material respects with the Fee Guidelines. To the extent this

Application does not comply in every respect with the requirements of such Fee Guidelines, Skadden respectfully requests a waiver for any such technical non-compliance.

NO PRIOR REQUEST

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

NOTICE

100. Notice of this Application shall be given to (a) the U.S. Trustee; (b) creditors holding the fifty largest claims as set forth in the consolidated list filed with the Debtors' petitions; (c) U.S. counsel to Standard Chartered Bank (Hong Kong) Limited; (d) U.S. counsel to Coöperatieve Rabobank, U.A.; (e) U.S. counsel to the Ad Hoc Group; (f) U.S. counsel to Bank of America N.A.; (g) U.S. counsel to Malayan Banking Berhad, Hong Kong Branch; (h) U.S. counsel to Friedrich von Kaltenborn-Stachau, the insolvency administrator for the Pickenpack companies; (i) U.S. counsel to Delaware Trust Company, the successor Indenture Trustee under the Notes; (j) U.S. counsel to the Other Debtors; (k) the United States Attorney's Office for the Southern District of New York; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) Jessie Ng on behalf of the Other Debtors; (o) U.S. counsel to the FTI Liquidators; (p) counsel to certain holders of the Notes and Club Loan, Kasowitz Benson Torres LLP; (q) counsel for Madison Pacific Trust Limited, Hogan Lovells US LLP; (r) the Plan Administrator; and (s) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the Court's website.

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WHEREFORE, Skadden respectfully requests that the Court (a) enter an order allowing final compensation of \$25,727,170.76 to Skadden for professional services rendered as counsel for the Chapter 11 Trustee during the Entire Case Period, plus reimbursement of actual and necessary charges and disbursements incurred in the amount of \$405,622.46, (b) enter an order allowing final compensation of the lower of \$140,000 for fees and expenses incurred during the Supplemental Fee Period or the actual amounts incurred during the Supplemental Fee Period, (c) direct the Plan Administrator to pay all amounts due under all of Skadden's previously filed monthly fee statements for the Thirteenth Interim Period pursuant to the Compensation Procedures Order, and (d) grant it such other and further relief as is just and proper.

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Dated: September 13, 2021
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Lisa Laukitis

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-and-

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*Counsel for Michael Foreman, Plan Administrator for
CFG Peru Investments Pte. Limited (Singapore)
Former Counsel for William A. Brandt, Jr., Chapter 11
Trustee*

Exhibit A

Laukitis Declaration

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Counsel for Michael Foreman, Plan Administrator for

CFG Peru Investments Pte. Limited (Singapore)

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

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

In re:

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

Debtors.¹

Chapter 11

Case No. 16-11895 (JLG)

(Jointly Administered)

In re:

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

Chapter 11

Case No. 16-11914 (JLG)

(Jointly Administered)

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

**CERTIFICATION OF LISA LAUKITIS IN SUPPORT
OF THE THIRTEENTH INTERIM AND FINAL FEE APPLICATION
OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP FOR
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO THE CHAPTER 11 TRUSTEE FOR
(I) THE THIRTEENTH INTERIM PERIOD FROM NOVEMBER 1, 2020
THROUGH AND INCLUDING JUNE 10, 2021 AND (II) THE FINAL PERIOD
FROM NOVEMBER 18, 2016 THROUGH AND INCLUDING JUNE 10, 2021**

I, Lisa Laukitis, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a member of the firm of Skadden, Arps, Slate, Meagher & Flom LLP, which maintains offices for the practice of law at, among other locations, One Manhattan West, New York, New York 10001-8602. I am admitted in and a member in good standing of the bar of the State of New York and the bar of the United States District Court for the Southern District of New York.

2. This certification is made in connection with the Application² (i) for interim compensation and reimbursement of expenses for the period commencing November 1, 2020 through and including June 10, 2021 (the “Thirteenth Interim Period”) and (ii) for final compensation and reimbursement of expenses for the period from November 18, 2016 through and including June 10, 2021 (the “Entire Case Period”).

3. I have read the Application and to the best of my knowledge, information, and belief, the statements contained in the Application are true and correct. In addition, after reasonable inquiry, I believe that the Application substantially complies in all material respects with the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York (June 17, 2013) promulgated pursuant to Local Bankruptcy Rule 2016-1(a), and the United

² Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Application.

States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases effective as of November 1, 2013.

4. With respect to section C.5 of the U.S. Trustee Guidelines, I certify the following:

Question: A. Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period? If so, please explain.

Response: No.

Question: B. If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?

Response: Although the overall fees billed to the Chapter 11 Trustee did not exceed the amount budgeted for either the Thirteenth Interim Period or Entire Case Period, there were two matter numbers in the Thirteenth Interim Period in which the billed amounts exceeded the budgeted amounts. See Exhibit E-2. Exhibit E-3 provides a summary of the work Skadden provided to the Chapter 11 Trustee during the Thirteenth Interim Period for the matter numbers that exceeded the budgeted amount by more than 10%.

Question: C. Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?

Response: No.

Question: D. Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices? (This is limited to work involved in preparing and editing billing records that would not be compensable outside of bankruptcy and does not include reasonable fees for preparing a fee application.) If so, please quantify by hours and fees.

Response: Except as set forth below, the Application does not include any fees dedicated to revising time records or preparing and revising invoices that would not normally be compensable outside of bankruptcy. For the Thirteenth Interim Period, the Application includes 168.80 hours, totaling \$156,518.00 (approximately 3.87% of the total fees billed during the Thirteenth Interim Period), for Skadden retention and fee matters. For the Entire Case Period, the Application includes 2,081.20 hours, totaling \$1,615,141.00 (approximately 6.27% of the total fees billed during the

Entire Case Period). In both the Thirteenth Interim Period and the Entire Case Period, such work included time spent to (i) ensure that time entries comply with the Fee Guidelines and do not disclose privileged or confidential information, (ii) prepare monthly fee statements, prepare and revise Skadden's budget and staffing plan, and prepare interim fee applications, and (iii) ensure the adequacy of disclosure regarding activities included in the Application. Additionally, these amounts include time spent on retention and on review of conflicts checks for parties in interest in these Chapter 11 Cases. All of these services, including review of and revisions to fee statements and applications, were necessary components of Skadden's fee and retention activities.

Question: E. Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify by hours and fees.

Response: See response above.

Question: F. If the fee application includes any rate increases since retention:

i. Did your client review and approve those rate increases in advance?

ii. Did your client agree when retaining the law firm to accept all future rate increases? If not, did you inform your client that they need not agree to modified rates or terms in order to have you continue the representation, consistent with ABA Formal Ethics Opinion 11-458?

Response: On January 1, 2017, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 277]. The Chapter 11 Trustee approved the January 1, 2017 firm-wide rate increases and the executed Engagement Agreement also provides that as part of Skadden's ordinary business practices, hourly time charges are periodically reviewed and revised. In addition, effective September 1, 2017, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. These increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases." On January 1, 2018, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of these increases to:

(a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 911]. The Chapter 11 Trustee approved the January 1, 2018 firm-wide rate increases and the executed Engagement Agreement also provides that as part of Skadden's ordinary business practices, hourly time charges are periodically reviewed and revised. In addition, effective September 1, 2018, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. These increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases." On January 1, 2019, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 1409]. The Chapter 11 Trustee approved the January 1, 2019 firm-wide rate increases and the executed Engagement Agreement also provides that as part of Skadden's ordinary business practices, hourly time charges are periodically reviewed and revised. In addition, effective September 1, 2019, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. These increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases." On January 1, 2020, Skadden implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 1864]. The Chapter 11 Trustee approved the January 1, 2020 firm-wide rate increases and the executed Engagement Agreement also provides that as part of Skadden's ordinary business practices, hourly time charges are periodically reviewed and revised. In addition, effective September 1, 2020, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. These increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases." On January 1, 2021, Skadden

implemented firm-wide rate increases applicable generally to clients in both bankruptcy and non-bankruptcy matters. Pursuant to Skadden's retention order [Dkt. No. 257], Skadden provided advance notice of these increases to: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) the Chapter 11 Trustee; and (c) any party that had requested notice pursuant to Bankruptcy Rule 2002 [Dkt. No. 2237]. The Chapter 11 Trustee approved the January 1, 2021 firm-wide rate increases and the executed Engagement Agreement also provides that as part of Skadden's ordinary business practices, hourly time charges are periodically reviewed and revised. Finally, effective September 1, 2021, Skadden implemented firm-wide step increases to reflect class on class progression and promotions of certain Skadden professionals. These increases constituted annual "step increases," as defined in section B.2d of the U.S. Trustee Guidelines, determined by Skadden in the ordinary course regarding attorneys and other billers throughout the firm due to advancing seniority and promotion. Pursuant to the U.S. Trustee Guidelines, such "step increases" do not constitute "rate increases."

5. With respect to section B.1 of the Local Guidelines, I certify the following:

- (a) I have read the Application;
- (b) to the best of my knowledge, information, and belief, formed after reasonable inquiry, the fees and disbursements sought in the Application are permissible under the relevant rules, court orders, and Bankruptcy Code provisions, and fall within the Local Guidelines;
- (c) except to the extent that fees and disbursements are prohibited by the Local Guidelines, the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by Skadden and generally accepted by Skadden's clients; and
- (d) in providing a reimbursable expense, Skadden does not make a profit on that expense, whether the service is performed by Skadden in-house or through a third party.

6. With respect to section B.2 of the Local Guidelines, I certify that the Chapter 11 Trustee has been provided on a monthly basis during the Thirteenth Interim Period and the Entire Case Period with statements of fees and out-of-pocket expenses, containing lists of professionals and paraprofessionals providing services, their respective billing rates, the work hours expended

by each individual, a general description of services rendered, a reasonably detailed breakdown of out-of-pocket expenses incurred, and an explanation of billing practices.

7. With respect to section B.3 of the Local Guidelines, I certify that this Application will be served on the following parties: (a) the U.S. Trustee; (b) creditors holding the fifty largest claims as set forth in the consolidated list filed with the Debtors' petitions; (c) U.S. counsel to Standard Chartered Bank (Hong Kong) Limited; (d) U.S. counsel to Coöperatieve Rabobank, U.A.; (e) U.S. counsel to the Ad Hoc Group; (f) U.S. counsel to Bank of America N.A.; (g) U.S. counsel to Malayan Banking Berhad, Hong Kong Branch; (h) U.S. counsel to Friedrich von Kaltenborn-Stachau, the insolvency administrator for the Pickenpack companies; (i) U.S. counsel to Delaware Trust Company, the successor Indenture Trustee; (j) U.S. counsel to the other Debtors; (k) the United States Attorney's Office for the Southern District of New York; (l) the Internal Revenue Service; (m) the United States Securities and Exchange Commission; (n) Jessie Ng on behalf of the other Debtors; (o) U.S. counsel to the FTI Liquidators; (p) counsel to certain holders of the Notes and Club Loan, Kasowitz Benson Torres LLP; (q) counsel for Madison Pacific Trust Limited, Hogan Lovells US LLP; (r) the Plan Administrator; and (s) any party that has requested notice pursuant to Bankruptcy Rule 2002.

8. In accordance with Bankruptcy Rule 2016(a) and Bankruptcy Code section 504, I certify that no agreement or understanding exists between Skadden and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with the above-captioned cases except as authorized pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. All services for which compensation is sought were professional services on behalf of the Chapter 11 Trustee and not on behalf of any other person.

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Dated: September 13, 2021
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Lisa Laukitis
Lisa Laukitis
One Manhattan West
New York, New York 10001-8602
Telephone: (212) 735-3000
Fax: (212) 735-2000

Exhibit B

Matter Numbers

MATTER #	MATTER NAME
1	General Corporate Advice
2	Asset Analysis and Recovery
3	Asset Dispositions (General)
4	Asset Dispositions (Inventory)
5	Asset Dispositions (Real Property)
6	Automatic Stay (Relief Actions)
7	Business Operations / Strategic Planning
8	Case Administration
9	Claims Admin. (General)
10	Claims Admin. (Reclamation/Trust Funds)
11	Claims Admin. (PACA/PASA)
12	Credit Card Agreements
13	Creditor Meetings / Statutory Committees
14	Disclosure Statement / Voting Issues
15	Employee Matters (General)
16	Employee Matters (Labor Unions)
17	Environmental Matters
18	Executory Contracts (Personalty)
19	Financing (DIP and Emergence)
20	Government Affairs
21	Insurance
22	Intellectual Property

23	Investigations and Reviews
24	Leases (Real Property)
25	Litigation (General)
26	Litigation (Insurance Recovery)
27	Liquidation / Feasibility
28	Nonworking Travel Time
29	Real Estate (Owned)
30	Regulatory and SEC Matters
31	Reorganization Plan / Plan Sponsors
32	Reports and Schedules
33	Retention / Fee Matters (SASM&F)
34	Retention / Fee Matters / Objections (Others)
35	Secured Claims
36	Tax Matters
37	U.S. Trustee Matters
38	Utilities
39	Vendor Matters
40	Disbursements
41	Other Foreign
42	Singapore
43	Peruvian Proceedings

Exhibit C-1

Rate Disclosures – Thirteenth Interim Period

The blended hourly rate for all U.S.-based Skadden timekeepers (including both professionals and paraprofessionals), excluding all bankruptcy and pro bono engagements and all data from timekeepers practicing primarily in Skadden's Corporate Restructuring Group,¹ during the twelve-month period beginning on June 11, 2020 and ending on June 10, 2021 (the "Comparable Period") was, in the aggregate, approximately \$924.03 per hour (the "Non-Bankruptcy Blended Hourly Rate").²

The blended hourly rate for all Skadden timekeepers who billed to the Chapter 11 Trustee during the Application Period was approximately \$1,076.91 per hour (the "Trustee Blended Hourly Rate").³ A detailed comparison of these rates follows:

¹ For purposes of calculating the Non-Bankruptcy Blended Hourly Rate, Skadden tracks, as bankruptcy engagements, debtor-in-possession ("DIP") clients that use Skadden's bundled pricing rate structure as well as reorganized and post-DIP clients, and excludes those engagements from the Non-Bankruptcy Blended Hourly Rate along with all time of members of the Corporate Restructuring department.

² Skadden calculated the Non-Bankruptcy Blended Hourly Rate by dividing the total dollar amount billed by U.S.-based Skadden timekeepers, excluding all bankruptcy engagements, DIP clients that use Skadden's bundled pricing rate structure as well as reorganized and post-DIP clients and all data from timekeepers of the Corporate Restructuring group (both attorneys and legal assistants), during the Comparable Period by the total number of corresponding hours billed by U.S.-based Skadden timekeepers during the Comparable Period.

³ Skadden calculates the Trustee Blended Hourly Rate by dividing the total dollar amount billed by such timekeepers during the Application Period by the total number of hours billed by such timekeepers during the Application Period. During the Thirteenth Period, Skadden voluntarily reduced its fees requested by \$51,887.50 (1.27%) and its expenses by \$1,392.04 (6.42%), for a total of \$53,279.54 (1.29%) and its hours billed from a base of 3,825.30 to 3,758.80 (1.74%). Skadden's Trustee Blended Hourly Rate accounts for Skadden's voluntary reduction of its fees.

The Trustee Blended Hourly Rate for Partners (\$1,622.51), Counsel (\$1,302.12), Associates (\$1,000.54), and Paraprofessionals (\$465.33 for Legal Assistants and \$520.00 for All Others) were higher than the Non-Bankruptcy Blended Hourly Rate for Partners (\$1,440.68), Counsel (\$1,112.31), Associates (\$811.31), and Paraprofessionals (\$343.00 for Legal Assistants and \$373.46 for All Others). The differences between the blended rates are not indicative of a premium being charged by Skadden for its representation of the Chapter 11 Trustee, but rather the result of attending to the complexities involved in the Chapter 11 Case that have required the use of more-senior professionals with correspondingly higher billing rates than in a typical representation, due to the complexity of the services required of Skadden.

With regard to the difference between the Associate blended rates, unlike for many other cases in which Skadden acts as debtor-side counsel, a Counsel-level professional is not staffed on the Chapter 11 Case full time. As a result, more services are being performed by an associate at a more senior level than if a Counsel were involved in the Chapter 11 Case.

With regard to the Counsel blended rates, the reasoning is similar. Because a Counsel-level professional is not staffed on the Chapter 11 Case full time, the time billed is both minimal and disproportionately affected by a more senior counsel with a higher-than-average billing rate. All of the 30.20 hours billed by a counsel (compared to 2,941.90 billed by associates) were billed by senior counsel. Likewise, certain matters during the Thirteenth Interim Period required the attention of additional senior partners. All but 38.90 of the 601.60 hours billed by partners were billed by attorneys that have been partners for longer than five years.

Position	Trustee Blended Hourly Rate (\$)	Non-Bankruptcy Blended Hourly Rate (\$)
Partners / Of Counsel	1,622.51	1,440.68
Special Counsel / Counsel	1,302.12	1,112.31
Associates	1,000.54	811.31
Legal Assistants	465.33	343.00
All Others	520.00	373.46
Total	1,076.91	924.03

Exhibit C-2

Rate Disclosures – Entire Case Period

The blended hourly rate for all U.S.-based Skadden timekeepers (including both professionals and paraprofessionals), excluding all bankruptcy and pro bono engagements and all data from timekeepers practicing primarily in Skadden's Corporate Restructuring Group,¹ during the period beginning on November 1, 2016 and ending on June 10, 2021 (the "Comparable Period") was, in the aggregate, approximately \$847.29 per hour (the "Non-Bankruptcy Blended Hourly Rate").²

The blended hourly rate for all Skadden timekeepers who billed to the Chapter 11 Trustee during the Entire Case Period was approximately \$886.80 per hour (the "Trustee Blended Hourly Rate").³ A detailed comparison of these rates follows:

¹ For purposes of calculating the Non-Bankruptcy Blended Hourly Rate, Skadden tracks, as bankruptcy engagements, debtor-in-possession ("DIP") clients that use Skadden's bundled pricing rate structure as well as reorganized and post-DIP clients, and excludes those engagements from the Non-Bankruptcy Blended Hourly Rate along with all time of members of the Corporate Restructuring department.

² Skadden calculated the Non-Bankruptcy Blended Hourly Rate by dividing the total dollar amount billed by U.S.-based Skadden timekeepers, excluding all bankruptcy engagements, DIP clients that use Skadden's bundled pricing rate structure as well as reorganized and post-DIP clients and all data from timekeepers of the Corporate Restructuring group (both attorneys and legal assistants), during the Comparable Period by the total number of corresponding hours billed by U.S.-based Skadden timekeepers during the Comparable Period.

³ Skadden calculates the Trustee Blended Hourly Rate by dividing the total dollar amount billed by such timekeepers during the Entire Case Period by the total number of hours billed by such timekeepers during the Entire Case Period. During the Entire Case Period, Skadden voluntarily reduced its fees requested by \$1,559,115.62 (5.71%) and its expenses by \$232,095.46 (36.4%), for a total of \$1,791,211.08 (6.41%) and its hours billed from a base of 30,763.00 to 29,052.70 (5.56%). Skadden's Trustee Blended Hourly Rate accounts for Skadden's voluntary reduction of its fees.

The Trustee Blended Hourly Rate for Counsel (\$1,106.22), Associates (\$836.67), Legal Assistants (\$316.68), and All Others (\$480.67) were higher than the Non-Bankruptcy Blended Hourly Rate for Counsel (\$1,032.53), Associates (\$732.81), and Paraprofessionals (\$314.32 for Legal Assistants and \$333.16 for All Others). The differences between the blended rates are not indicative of a premium being charged by Skadden for its representation of the Chapter 11 Trustee, but rather the result of attending to the complexities involved in the Chapter 11 Case that have required the use of more-senior professionals with correspondingly higher billing rates than in a typical representation, due to the complexity of the services required of Skadden.

With regard to the difference between the Associate blended rates, unlike for many other cases in which Skadden acts as debtor-side counsel, a Counsel-level professional is not staffed on the Chapter 11 Case full time. As a result, more services are being performed by an associate at a more senior level than if a Counsel were involved in the Chapter 11 Case.

With regard to the Counsel blended rates, the reasoning is similar. Because a Counsel-level professional is not staffed on the Chapter 11 Case full time, the time billed is both minimal and disproportionately affected by a more senior counsel with a higher-than-average billing rate. The substantial majority of the 714.20 hours billed by a counsel (compared to 22,322.50 billed by associates) were billed by senior counsel.

Position	Trustee Blended Hourly Rate (\$)	Non-Bankruptcy Blended Hourly Rate (\$)
Partners / Of Counsel	1,345.15	1,382.18
Special Counsel / Counsel	1,106.22	1,032.53
Associates	836.67	732.81
Legal Assistants	316.68	314.32
All Others	480.87	333.16
Total	886.80	847.29

Exhibit D

Staffing Plan

Some of the complexities involved in the Chapter 11 Case required the use of more senior professionals at certain levels (partner, counsel, associate, and legal assistant), with correspondingly higher billing rates, than in a typical representation, due to the complexity, length, and multi-jurisdictional nature of the services required of Skadden. In particular, the business operations are global and multi-jurisdictional in nature. As such, assisting the Chapter 11 Trustee required engaging simultaneously with local counsel in various countries and other professionals, as well as involving Skadden professionals from practice areas beyond restructuring, in order to address cross-jurisdictional and multi-party issues. A considerable amount of the services performed by Skadden during the Thirteenth Interim Period and Entire Case Period included attention to complex litigation, sale, reorganization plan, and claims administration matters that could not be effectuated through more simplified processes.

In spite of the complexities of this matter, Skadden prioritized maximizing cost efficiencies during the Thirteenth Interim Period and Entire Case Period by employing a streamlined case management structure involving a core group of four to five attorneys. This streamlined case management structure (i) allowed some attorneys to work almost exclusively on discrete matters, (ii) permitted the case to be staffed with the appropriate personnel, including the use of more junior associates in lieu of senior associates or counsel where appropriate, and (iii) enabled Skadden professionals to avoid performing duplicative or unnecessary work.

Staffing of Skadden attorneys for the various matters in the Chapter 11 Case typically involved a senior and a junior restructuring team member and involved specialists from Skadden's other practice groups as appropriate. A core team of one partner and one senior associate oversaw the primary, ongoing multidisciplinary work streams in the Chapter 11 Case as well as day-to-day case management of the entirety of the Chapter 11 Case, including providing updates to the client and creditor constituencies. Typically, one mid-level restructuring associate and a junior restructuring associate worked on the various restructuring matters under the direction of the partner and senior associate. While Skadden did not have a fixed staffing plan for each matter given the fluidity and exigencies of the Chapter 11 Case, Skadden had frequent interactions with the client regarding staffing needs for the Chapter 11 Case.

Exhibit E-1

**Staffing Plan
November 1, 2020 through June 10, 2021**

- Average hourly rates are weighted averages based on the hourly rate of, and projected number of hours worked by, all timekeepers.

Category of Timekeeper	Estimated Number of Timekeepers	Actual Number of Timekeepers	Actual Average Hourly Rate (\$)
Partner	5	7	1,622.51
Counsel	2	2	1,302.12
Associate	9	16	1,000.54
Legal Assistants	3	9 ¹	465.33
Client Specialist	0	1	520.00
Total	15	15	1,076.91

¹ Skadden has relied on numerous paraprofessionals to attend to one-off matters, but three legal assistants have consistently assisted the team of Skadden professionals.

Exhibit E-2

**Budget & Compensation Summary by Matter
November 1, 2020 through June 10, 2021**

#	Matter	Hours			Compensation (\$)		
		Budgeted		Billed	Budgeted		Billed
		Low	High		Low	High	
1	General Corporate Advice	0	30	0.0	0.00	32,307.30	0.00
2	Asset Analysis and Recovery	-	-	-	-	-	-
3	Asset Dispositions (General)	50	575	132.1	53,845.50	619,223.25	130,640.50
4	Asset Dispositions (Inventory)	-	-	-	-	-	-
5	Asset Dispositions (Real Property)	-	-	-	-	-	-
6	Automatic Stay (Relief Actions)	-	-	-	-	-	-
7	Business Operations / Strategic Planning	10	30	3.8	10,769.10	32,307.30	5,651.50
8	Case Administration	150	250	199.0	161,536.50	269,227.50	151,132.00
9	Claims Admin. (General)	100	250	46.5	107,691.00	269,227.50	56,237.00
10	Claims Admin. (Reclamation/Trust Funds)	-	-	-	-	-	-
11	Claims Admin. (PACA/PASA)	-	-	-	-	-	-
12	Credit Card Agreements	-	-	-	-	-	-
13	Creditor Meetings / Statutory Committees	20	80	14.7	21,538.20	86,152.80	14,304.00
14	Disclosure Statement / Voting Issues	25	75	0.0	26,922.75	80,768.25	0.00
15	Employee Matters (General)	-	-	-	-	-	-
16	Employee Matters (Labor Unions)	-	-	-	-	-	-
17	Environmental Matters	-	-	-	-	-	-
18	Executory Contracts (Personalty)	-	-	-	-	-	-
19	Financing (DIP and Emergence)	125	275	94.8	134,613.75	296,150.25	96,892.50
20	Government Affairs	-	-	-	-	-	-
21	Insurance	-	-	-	-	-	-
22	Intellectual Property	-	-	-	-	-	-
23	Investigations and Reviews	-	-	-	-	-	-
24	Leases (Real Property)	-	-	-	-	-	-
25	Litigation (General)	100	600	1,173.0	107,691.00	646,146.00	1,302,970.65
26	Litigation (Insurance Recovery)	-	-	-	-	-	-
27	Liquidation / Feasibility	-	-	-	-	-	-
28	Nonworking Travel Time	0	50	0.0	0.00	53,845.50	0.00
29	Real Estate (Owned)	-	-	-	-	-	-
30	Regulatory and SEC Matters	0	10	0.0	0.00	10,769.10	0.00
31	Reorganization Plan / Plan Sponsors	800	1,700	1,796.2	861,528.00	1,830,747.00	2,000,770.66
32	Reports and Schedules	0	20	16.1	0.00	21,538.20	18,279.00
33	Retention / Fee Matters (SASM&F)	250	425	168.8	269,227.50	457,686.75	156,518.00
34	Retention / Fee Matters / Objections (Others)	50	110	108.1	53,845.50	118,460.10	108,182.10
35	Secured Claims	-	-	-	-	-	-
36	Tax Matters	-	-	-	-	-	-
37	U.S. Trustee Matters	0	10	1.5	0.00	10,769.10	1,799.00
38	Utilities	-	-	-	-	-	-
39	Vendor Matters	-	-	-	-	-	-
40	Disbursements	-	-	-	-	-	-
41	Peruvian Proceedings	-	-	-	-	-	-
42	Singapore	-	-	-	-	-	-
43	Other Foreign	0	20	0.0	0.00	21,538.20	0.00
	Total	1,680	4,510	3,754.6	1,809,208.80	4,856,864.10	4,043,376.91

Exhibit E-3 – Global Notes – Thirteenth Interim Period

In the ordinary course of this Chapter 11 Case, Skadden provided the Chapter 11 Trustee with periodic updates to apprise the Chapter 11 Trustee of actual fee accruals and trends for specific matter numbers. Overall fees billed are well within the aggregate budget provided to the Chapter 11 Trustee prior to the Thirteenth Interim Period and are far below the high budget range provided to the Chapter 11 Trustee. Skadden's actual monthly fees exceeded budgeted fee projections by more than 10% in two instances during the Thirteenth Interim Period on a matter-by-matter basis. Such variance was due to the fact that, during the Thirteenth Interim Period, Skadden professionals attended to matters of unforeseen complexity and scope, as further explained below.

- **Litigation (General):**

During the Thirteenth Interim Period, Skadden expended considerable time and effort assisting the Chapter 11 Trustee in negotiations regarding the Global Settlement Agreement. Negotiations regarding the Global Settlement eventually gave rise to revelations regarding the Alleged CFGI Guarantee. In response to those revelations, Skadden professionals worked to prepare the Removal Motion and 2004 Motion, along with accompanying motions to shorten the notice period, to ensure that Ng Family Members could not frustrate progress towards confirmation of the Creditor Plan. Skadden professionals made all necessary preparations for a contentious hearing, while concurrently retaining open negotiating lines with the Other Debtors and counsel to the Ng Family Members that led to (i) stipulations from the Ng Family Members that all necessary disclosures regarding the Alleged CFGI Guarantee had been made, (ii) the agreement of the Ng Family Members to provide all necessary consents necessary for the Creditor Plan and the transactions contemplated therein, and (iii) the agreement by Ng Family Members to resign their positions at certain CFG Peru Singapore Subsidiaries. None of these substantial efforts were foreseen at the time the budget was prepared.

- **Reorganization Plan / Plan Sponsors:**

During the Thirteenth Interim Period, Skadden professionals spent significant time in connection with the Creditor Plan. Following the successful resolution of the Mediation, Skadden professionals engaged in negotiations with counsel to the Creditor Plan Proponents regarding the Creditor-Led Alternative to the CFG Peru Sale, which took the form of the Creditor Plan. Skadden professionals engaged in extensive analysis to determine how the Creditor Plan could be implemented, and discussed with various foreign counsel and other advisors to the Chapter 11 Trustee the feasibility of using a restructuring plan in the United Kingdom or scheme of arrangement in Singapore to do so.

After the Creditor Plan was filed, Skadden professionals negotiated and drafted revisions to the Creditor Plan to ensure that the Creditor Plan was confirmable and that the transactions it contemplated could be implemented. Skadden professionals also prepared and filed the Chapter 11 Trustee's Limited DS Objection and Plan Statement, which outlined his proposal to run a renewed sale process and reserve other rights with respect to the Creditor Plan, respectively. Skadden professionals also engaged in extensive analysis regarding the Creditor Plan provision contemplating the Interim Distribution, and

negotiated discretionary rights for the Plan Administrator to protect against the Interim Distribution's possible drawbacks.

Though Skadden professionals budgeted for extensive efforts for the Reorganization Plan / Plan Sponsors matter, the full extent of the time required to successfully bring the Creditor Plan to confirmation was not foreseen at the time the budget was prepared.

Exhibit E-4

**Budget & Compensation Summary by Matter
November 18, 2016 through June 10, 2021**

#	Matter	Hours			Compensation (\$)		
		Budgeted		Billed	Budgeted		Billed
		Low	High		Low	High	
1	General Corporate Advice	500	860	11.8	428,315.10	751,217.34	13,620.00
2	Asset Analysis and Recovery	-	-	-	-	-	-
3	Asset Dispositions (General)	10,000	13,075	5,902.8	8,752,165.92	11,536,674.65	5,275,904.02
4	Asset Dispositions (Inventory)	-	-	-	-	-	-
5	Asset Dispositions (Real Property)	75	275	235.9	63,150.29	238,412.14	194,357.50
6	Automatic Stay (Relief Actions)	275	725	365.3	237,689.10	625,169.20	326,906.79
7	Business Operations / Strategic Planning	1,410	2,750	871.4	1,212,464.90	2,379,471.88	773,545.42
8	Case Administration	2,275.0	4,475.0	2,565.9	2,015,857.63	3,959,877.03	1,794,643.15
9	Claims Admin. (General)	2,200.0	4,350.0	3,925.7	1,967,706.80	3,897,532.58	3,496,366.14
10	Claims Admin. (Reclamation/Trust Funds)	-	-	-	-	-	-
11	Claims Admin. (PACA/PASA)	-	-	-	-	-	-
12	Credit Card Agreements	-	-	-	-	-	-
13	Creditor Meetings / Statutory Committees	675.0	1,705.0	907.5	596,870.35	1,494,730.35	944,484.50
14	Disclosure Statement / Voting Issues	325.0	1,275.0	139.1	266,057.25	1,093,144.45	104,020.50
15	Employee Matters (General)	200.0	850.0	403.4	154,709.00	694,375.60	287,272.00
16	Employee Matters (Labor Unions)	-	-	-	-	-	-
17	Environmental Matters	-	-	-	-	-	-
18	Executory Contracts (Personalty)	-	-	-	-	-	-
19	Financing (DIP and Emergence)	925.0	2,020.0	1,363.8	836,180.60	1,829,766.90	1,195,281.00
20	Government Affairs	-	-	-	-	-	-
21	Insurance	100.0	250.0	0.0	76,370.82	214,097.54	0.00
22	Intellectual Property	100.0	200.0	0.0	97,922.50	195,845.00	0.00
23	Investigations and Reviews	600.0	1,350.0	81.5	509,625.10	1,138,872.70	70,025.00
24	Leases (Real Property)	-	-	-	-	-	-
25	Litigation (General)	1,350.0	6,300.0	4,301.1	1,280,979.60	5,659,156.98	4,555,755.86
26	Litigation (Insurance Recovery)	-	-	-	-	-	-
27	Liquidation / Feasibility	75.0	300.0	227.6	48,961.25	195,845.00	0.00
28	Nonworking Travel Time	500.0	1,700.0	681.9	467,976.10	1,613,081.30	604,705.25
29	Real Estate (Owned)	-	-	-	-	-	-
30	Regulatory and SEC Matters	0.0	20.0	1.0	0.00	21,433.40	0.00
31	Reorganization Plan / Plan Sponsors	1,665.0	3,950.0	2,585.0	1,603,090.20	3,807,594.88	2,684,257.82
32	Reports and Schedules	250.0	940.0	195.5	214,097.54	801,334.50	159,825.00
33	Retention / Fee Matters (SASM&F)	1,645.0	2,450.0	2,081.2	1,538,133.80	2,293,575.63	1,615,141.00

34	Retention / Fee Matters / Objections (Others)	1,100.0	1,845.0	1,570.3	962,776.70	1,639,026.70	1,158,893.60
35	Secured Claims	0.0	250.0	0.0	0.00	214,097.54	0.00
36	Tax Matters	155.0	610.0	19.4	128,883.79	511,798.14	21,334.00
37	U.S. Trustee Matters	200.0	470.0	28.1	165,136.29	400,667.25	23,621.50
38	Utilities	-	-	-	-	-	-
39	Vendor Matters	-	-	-	-	-	-
40	Disbursements	-	-	-	-	-	-
41	Peruvian Proceedings	90.0	425.0	306.9	77,979.00	362,465.04	231,106.00
42	Singapore	550.0	1,050.0	192.5	446,789.10	874,984.20	156,384.97
43	Other Foreign	500.0	1,140.0	83.9	411,184.79	961,958.19	71,543.58
	Total	27,740.0	55,610.0	29,048.5	24,561,073.52	49,406,206.11	25,758,994.60

Exhibit E-5 – Global Notes – Entire Case Period

In the ordinary course of this Chapter 11 Case, Skadden provided the Chapter 11 Trustee with periodic updates to apprise the Chapter 11 Trustee of actual fee accruals and trends for specific matter numbers. Overall fees billed are well within the aggregate budget comprised by the budgets provided to the Chapter 11 Trustee throughout the Entire Case Period, and are far below the high budget range provided to the Chapter 11 Trustee. Skadden's total actual monthly fees for the Entire Case Period did not exceed budgeted fee projections in a single instance on a matter-by-matter basis.