

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

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

**DISCLOSURE STATEMENT FOR THE FIRST AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION OF CHINA FISHERY GROUP
LIMITED (CAYMAN), PACIFIC ANDES RESOURCES DEVELOPMENT
LIMITED (BERMUDA), AND CERTAIN OF THEIR AFFILIATED DEBTORS**

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF ANY CHAPTER 11 PLAN DESCRIBED HEREIN. ACCEPTANCES AND REJECTIONS OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BY THE BANKRUPTCY COURT, BUT SUCH APPROVAL HAS NOT BEEN GRANTED TO DATE. THE CFGL PLAN DEBTORS AND THE PARD PLAN DEBTORS RESERVE THE RIGHT TO AMEND, SUPPLEMENT, OR OTHERWISE MODIFY THIS PROPOSED DISCLOSURE STATEMENT PRIOR AND UP TO THE DISCLOSURE STATEMENT HEARING.

¹ The Debtors in these chapter 11 cases are as follows: 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. (BVI), Golden Target Pacific Limited (BVI), Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited (BVI), Admired Agents Limited (BVI), Chiksano Management Limited (BVI), Clamford Holding Limited (BVI), Excel Concept Limited (BVI), Gain Star Management Limited (BVI), Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited (BVI), Loyal Mark Holdings Limited (BVI), Metro Island International Limited (BVI), Mission Excel International Limited (BVI), Natprop Investments Limited, Pioneer Logistics Limited (BVI), Sea Capital International Limited (BVI), Shine Bright Management Limited (BVI), Superb Choice International Limited (BVI), and Toyama Holdings Limited (BVI).

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Dated: September 27, 2021
New York, New York

DISCLOSURE STATEMENT, DATED SEPTEMBER 27, 2021

**Solicitation of Votes on the
First Amended Plan of Reorganization of**

**ADMIRE AGENTS LIMITED (BVI),
CFGL (SINGAPORE) PRIVATE LIMITED (SINGAPORE),
CHAMPION MARITIME LTD (BVI),
CHANERY INVESTMENT INC. (BVI),
CHIKSANO MANAGEMENT LIMITED (BVI),
CHINA FISHERIES INTERNATIONAL LIMITED (SAMOA),
CHINA FISHERY GROUP LIMITED (CAYMAN),
EXCEL CONCEPT LIMITED (BVI),
FORTRESS AGENTS LTD (BVI),
GAIN STAR MANAGEMENT LIMITED (BVI),
GOLDEN TARGET PACIFIC LIMITED (BVI),
GRAND SUCCESS INVESTMENT (SINGAPORE) PRIVATE LIMITED (SINGAPORE),
GROWING MANAGEMENT LIMITED (BVI),
HILL COSMOS INTERNATIONAL LIMITED (BVI),
LOYAL MARK HOLDINGS LIMITED (BVI),
METRO ISLAND INTERNATIONAL LIMITED (BVI),
MISSION EXCEL INTERNATIONAL LIMITED (BVI),
NATPROP INVESTMENTS LIMITED (COOK ISLANDS),
OCEAN EXPERT INTERNATIONAL LIMITED (BVI),
PACIFIC ANDES RESOURCES DEVELOPMENT LIMITED (BERMUDA),
PIONEER LOGISTICS LTD. (BVI),
PROTEIN TRADING LTD (SAMOA),
SEA CAPITAL INTERNATIONAL LIMITED (BVI),
SHINE BRIGHT MANAGEMENT LIMITED (BVI),
SMART GROUP LIMITED (CAYMAN),
SOUTH PACIFIC SHIPPING AGENCY LTD. (BVI),
SUPER INVESTMENT LIMITED (CAYMAN),
SUPERB CHOICE INTERNATIONAL LIMITED (BVI),**

**TARGET SHIPPING LIMITED (HK),
TOYAMA HOLDINGS LIMITED (BVI), AND
ZHONGGANG FISHERIES LIMITED (BVI).**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS _____
(EASTERN TIME) ON _____ (THE “VOTING DEADLINE”), UNLESS
EXTENDED BY THE CFGL/ PARD PLAN DEBTORS (AS DEFINED HEREIN). THE
RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE
ON THE PLAN IS _____ (THE “VOTING RECORD DATE”).**

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EXHIBIT B – CFG Peru Settlement Agreement

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DISCLAIMER

THE INFORMATION CONTAINED IN THIS FIRST AMENDED DISCLOSURE STATEMENT (THIS “**DISCLOSURE STATEMENT**”) IS INCLUDED FOR THE PURPOSES OF SOLICITING ACCEPTANCES OF THE *FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CHINA FISHERY GROUP LIMITED (CAYMAN), PACIFIC ANDES RESOURCES DEVELOPMENT LIMITED (BERMUDA), AND CERTAIN OF THEIR AFFILIATED DEBTORS*, DATED SEPTEMBER 27, 2021 (AS MAY BE AMENDED, MODIFIED, OR SUPPLEMENTED FROM TIME TO TIME, THE “**JOINT DEBTOR PLAN**”),² AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE JOINT DEBTOR PLAN. A COPY OF THE PLAN IS ATTACHED HERETO AS **EXHIBIT A**. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE JOINT DEBTOR PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE “**BANKRUPTCY CODE**”).

ALL HOLDERS OF CLAIMS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE JOINT DEBTOR PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE JOINT DEBTOR PLAN. IN PARTICULAR, ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER THE RISK FACTORS SET FORTH IN SECTION VI – “CERTAIN RISK FACTORS AFFECTING THE PLAN DEBTORS” OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE JOINT DEBTOR PLAN. THE PLAN SUMMARY AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN ITSELF AND THE EXHIBITS ATTACHED TO THE JOINT DEBTOR PLAN, THIS DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN ANY DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE JOINT DEBTOR PLAN, THE TERMS OF THE JOINT DEBTOR PLAN GOVERN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b) AND NOT NECESSARILY IN ACCORDANCE WITH NON-BANKRUPTCY LAW.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING WITH RESPECT TO PROJECTED CREDITOR RECOVERIES AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

1995, OR SIMILAR LAWS, AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBE HEREIN.

AS TO CONTESTED MATTERS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT WILL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT ALSO WILL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE JOINT DEBTOR PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE PLAN DEBTORS IN THE CHAPTER 11 CASES. IN PREPARING THIS DISCLOSURE STATEMENT, THE PLAN DEBTORS AND THE PLAN DEBTORS' PROFESSIONALS RELIED ON LOCAL COUNSEL TO ANALYZE AND PREPARE THE STATEMENTS MADE HEREIN REGARDING THE TAX, SECURITIES, CORPORATE GOVERNANCE, AND OTHER LEGAL EFFECTS OF THE JOINT DEBTOR PLAN ON (I) THE COMPANY GROUP AND (II) HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE PLAN DEBTORS OR THEIR NON-DEBTOR AFFILIATES. ALTHOUGH THE PLAN DEBTORS' PROFESSIONALS PERFORMED CERTAIN LIMITED DUE DILIGENCE IN CONNECTION WITH THE PREPARATION OF THIS DISCLOSURE STATEMENT, THE PLAN DEBTORS' PROFESSIONALS HAVE NOT INDEPENDENTLY VERIFIED THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND MAKE NO REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF STATEMENTS OF FACT ASSERTED HEREIN. THE DEBTORS' PROFESSIONALS AND THE PLAN DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN ON SUCH HOLDER'S CLAIM OR INTEREST.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF.

I.

INTRODUCTION

This Disclosure Statement is submitted in connection with the solicitation of votes on the *First Amended Joint Chapter 11 Plan of Reorganization of China Fishery Group Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), and Certain of Their Affiliated Debtors*, dated September 27, 2021 (the "**Joint Debtor Plan**"). The Joint Debtor Plan is attached hereto as **Exhibit A**.

The CFGL Plan Debtors include China Fishery Group Limited (Cayman) ("**CFGL**"), Smart Group Limited (Cayman) ("**Smart Group**"), Grand Success Investment (Singapore) Private Limited (Singapore) ("**Grand Success**"), South Pacific Shipping Agency Ltd. (BVI) ("**South Pacific**"), China Fisheries International Limited (Samoa) ("**CFIL**"), Target

Shipping Limited (HK) (“**Target Shipping**”), Ocean Expert International Limited (BVI) (“**Ocean Expert**”), Toyama Holdings Limited (BVI) (“**Toyama**”), Hill Cosmos International Limited (BVI) (“**Hill Cosmos**”), Chiksano Management Limited (BVI) (“**Chiksano**”), Gain Star Management Limited (BVI) (“**Gain Star**”), Chanery Investment Inc. (BVI) (“**Chanery**”), Admired Agents Limited (BVI) (“**Admired Agents**”), Excel Concept Limited (BVI) (“**Excel Concept**”), Metro Island International Limited (BVI) (“**Metro Island**”), Loyal Mark Holdings Limited (BVI) (“**Loyal Mark**”), Mission Excel International Limited (BVI) (“**Mission Excel**”), Superb Choice International Limited (BVI) (“**Superb Choice**”), Growing Management Limited (BVI) (“**Growing Management**”), Sea Capital International Limited (BVI) (“**Sea Capital**”), Shine Bright Management Limited (BVI) (“**Shine Bright**”), Champion Maritime Ltd (BVI) (“**Champion Maritime**”), Pioneer Logistics Ltd. (BVI) (“**Pioneer Logistics**”), CFGL (Singapore) Private Limited (Singapore) (“**CFGL Singapore**”), Fortress Agents Ltd (BVI) (“**Fortress Agents**”), Protein Trading Ltd (Samoa) (“**Protein Trading**”) (collectively, the “**CFGL Plan Debtors**”).

The PARD Plan Debtors include Pacific Andes Resources Development Limited (Bermuda) (“**PARD**”), Golden Target Pacific Limited (BVI) (“**Golden Target**”), Zhonggang Fisheries Limited (BVI) (“**Zhonggang**”), Super Investment Limited (Cayman) (“**Super Investment**”), and Natprop Investments Limited (Cook Islands) (“**Natprop**”) (the “**PARD Plan Debtors**” and, together with the CFGL Plan Debtors, the “**Plan Debtors**”).

On June 30, 2016 (the “**Commencement Date**”), CFGL, Pacific Andes International Holdings Limited (Bermuda) (“**PAIH**”), N.S. Hong Investment (BVI) Limited (“**N.S. Hong**”), South Pacific, CFIL, CFGL Singapore, Chanery, Champion, Growing Management, Target Shipping, Fortress Agents, Ocean Expert, Protein Trading, CFG Peru Investments Pte. Limited (Singapore) (“**CFG Peru Singapore**”), Smart Group, Super Investment (collectively, the “**June 2016 Debtors**”) each commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

On September 29, 2016, PARD commenced a voluntary case under chapter 11 of the Bankruptcy Code.

On March 27, 2017, Golden Target and Nouvelle Foods International Ltd. (BVI) (“**Nouvelle**”) each commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “**March 2017 Debtors**”).

On April 17, 2017, Pacific Andes International Holdings (BVI) Limited (“**PAIH BVI**”) and Zhonggang each commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “**April 2017 Debtors**” and, together with the March 2017 Debtors and the May 2017 Debtors (as defined below), the “**New Debtors**”).

On May 2, 2017, Admired Agents, Chiksano, Clamford Holding Limited (BVI) (“**Clamford**”), Excel Concept, Gain Star, Grand Success, Hill Cosmos, Loyal Mark, Metro Island, Mission Excel, Natprop, Pioneer Logistics, Sea Capital, Shine Bright, Superb Choice, and Toyama each commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “**May 2017 Debtors**”). On September 8, 2021, Pacific Andes Enterprises (Hong Kong) commenced a voluntary case under Chapter 11 of the Bankruptcy Code (together with the June 2016 Debtors,

PARD, the March 2017 Debtors, the April 2017 Debtors, and the May 2017 Debtors, the “**Debtors**”).

The Debtors’ chapter 11 cases (the “**Chapter 11 Cases**”) have been consolidated for procedural purposes only and are being administered under the caption *China Fishery Group Limited (Cayman)*, Case No. 16-11895 (JLG).

On October 28, 2016, the Bankruptcy Court appointed a chapter 11 trustee for CFG Peru Singapore (the “**Chapter 11 Trustee**”). On November 10, 2016, the Bankruptcy Court entered an order approving the selection of Mr. William A. Brandt, Jr. as the Chapter 11 Trustee for CFG Peru Singapore [ECF No. 219].

On June 10, 2021, the Bankruptcy Court entered an Order, which, *inter alia*, confirmed the CFG Peru Plan and approved and authorized the CFG Peru Settlement. [ECF No.: 2569]. The CFG Peru Settlement Agreement provides, among other things, that the CFGL and PARD Group Debtors shall receive at least USD \$20 million in cash, plus a payment in the sum of USD \$6 million to be allocated to and used for payment of other administrative expenses and reimbursements, in exchange for, *inter alia*, the release of all claims of CFGL Plan Debtors and PARD Plan Debtors against CFG Peru Singapore and its direct and indirect subsidiaries. The CFG Peru Settlement Agreement, which was approved by the Court in the CFG Peru Confirmation Order, shall become effective upon the Effective Date (as defined therein) of the CFG Peru Plan.

The purpose of this Disclosure Statement is to provide holders of Claims entitled to vote to accept or reject the Joint Debtor Plan with adequate information about (i) the Debtors’ business and certain historical events, (ii) the Chapter 11 Cases, (iii) the Joint Debtor Plan, (iv) the requirements under foreign laws; (v) the rights of holders of Claims and Interests under the Joint Debtor Plan, and (vi) other information necessary to enable each holder of a Claim entitled to vote on the Joint Debtor Plan to make an informed judgment as to whether to vote to accept or reject the Joint Debtor Plan. To the extent any inconsistencies exist between this Disclosure Statement and the Joint Debtor Plan, the Joint Debtor Plan will govern.

Pursuant to section 1125 of the Bankruptcy Code, the Plan Debtors submit this Disclosure Statement to all holders of Claims against the Plan Debtors entitled to vote on the Joint Debtor Plan to provide information in connection with the solicitation of votes to accept or reject the Joint Debtor Plan. This Disclosure Statement is also available to all holders of Claims against and Interests in the Plan Debtors for informational purposes, including the impact the Joint Debtor Plan will have on such holders’ Claims and Interests. This Disclosure Statement is organized as follows:

- Section I provides an introduction and general information about the Joint Debtor Plan and Confirmation of the Joint Debtor Plan.
- Section II provides an overview of the Debtors’ operations.
- Section III sets forth key events leading to the Chapter 11 Cases.
- Section IV discusses the Chapter 11 Cases.

- Section V contains a summary of the Joint Debtor Plan.
- Section VI describes certain risk factors affecting the Plan Debtors and their Non-Debtor Affiliates.
- Section VII discusses certain implications of the Joint Debtor Plan under applicable foreign law.
- Section VIII explains the procedures for voting on the Joint Debtor Plan.
- Section IX addresses confirmation of the Joint Debtor Plan.
- Section X discusses alternatives to confirmation of the Joint Debtor Plan.
- Section XI concludes this Disclosure Statement and recommends that eligible creditors vote to accept the Joint Debtor Plan.

Following consultation with key creditors, a separate plan of reorganization and disclosure statement are being prepared for the PAIH Plan Debtors.³ The restructuring of the PAIH Group (as defined herein) will be effectuated separately from the CFGL Group and the PARD Group. For the avoidance of doubt, the Joint Debtor Plan and this Disclosure Statement does not relate to the PAIH Plan Debtors.

A. **BRIEF OVERVIEW OF PLAN**⁴

The Plan Debtors are part of the Pacific Andes Group, that once collectively constituted one of the largest seafood companies in the world. The Debtors' business can be broken down into three groups of entities: (i) the PAIH Group (principally engaged in the production and export of seafood products), whose holding company, Pacific Andes International Holdings Limited (Bermuda)("PAIH"), was previously listed on The Stock Exchange of Hong Kong; (ii) the PARD Group (which was principally engaged in global sourcing and supply of frozen seafood products to the international markets); and (iii) the CFGL Group (one of the largest producers and suppliers of fishmeal and fish oil in the world). The events that precipitated these Chapter 11 Cases have also had an impact on those Pacific Andes Group of companies that are not debtors in these Chapter 11 Cases.

The Debtors consist principally of holding companies. Overall, their asset of greatest value was their indirect or direct interests in two non-Debtor affiliate Peruvian operating

³ The PAIH Plan Debtors include the following entities: Pacific Andes International Holdings Limited (Bermuda), Pacific Andes International Holdings (BVI) Limited, Nouvelle Foods International Ltd. (BVI), N.S. Hong Investment (BVI) Limited, Clamford Holding Limited (BVI) and Pacific Andes Enterprises (Hong Kong) (collectively, the "PAIH Plan Debtors").

⁴ This summary is qualified in its entirety by reference to the Plan. Statements as to the rationale underlying the treatment of Claims and Interests under the Plan are not intended to, and will not, waive, compromise or limit any rights, claims, defenses, or causes of action in the event that any objections to classification or treatment are filed or the Plan is not confirmed. You should read the Plan in its entirety before voting to accept or reject it.

companies – CFGI and Corporacion Pesquera Inca S.A.C. The Peruvian Opcos operate the Pacific Andes Group’s anchovy fishing business in Peru and together control a significant percentage of the anchovy fishing quotas fixed by the Peruvian government. Debtor CFG Peru Singapore is the direct or indirect parent of the Peruvian Opcos as well as a number of other subsidiaries.

Due to the corporate structure, the business organization and the companies’ operations, the restructuring of the Debtors will be implemented through three separate chapter 11 Plans—(i) the CFG Peru Plan, which was proposed by the Creditor Plan Proponents and previously confirmed by the Bankruptcy Court by CFG Peru Confirmation Order dated June 10, 2021 [ECF No. 2569]; (ii) the Joint Debtor Plan, which addresses and satisfies the Claims of the Joint Plan Debtors; and (iii) the PAIH Plan, which will be submitted separately but contemporaneously with the Joint Debtor Plan, in which the Debtors will address and satisfy the claims of the creditors at the PAIH Group.

Under the CFG Peru Confirmation Order, and subject to authorization under U.K. law and Singapore law, the CFG Peru Plan, *inter alia*, will distribute the equity of the Peruvian OpCos, as well as certain new notes and Cash, to holders of the Club Facility Claims and the Senior Notes Claims in full satisfaction of those claims. The value of the Peruvian Opcos is not available for distribution under the Joint Debtor Plan. Further, the CFG Peru Plan is deemed to satisfy the Bank of America CFG Facility Claims and Standard Chartered CFG Facility Claims in full. Accordingly, as related to the PAIH Plan and the Plan Debtors herein, these categories of claims are deemed satisfied in full and shall receive no recovery under the Joint Debtor Plan.

The Joint Debtor Plan would pay the creditors of the CFGL Plan Debtors and PARD Plan Debtors, not satisfied under the CFG Peru Plan, cash from (i) the CFG Peru Settlement Proceeds and (ii) liquidation of any Residual Assets (including preserved Claims and Causes of Action).

The allocation of value under the Joint Debtor Plan captures, *inter alia*, distributions to and through Intercompany Claims. As such, Intercompany Claims are satisfied by the payments to the ultimate beneficiary creditors as set forth herein and do not receive additional distributions. Similarly, the Joint Debtor Plan provides for unified recovery and treatment of Claims against all Plan Debtors. The allocation of value considered the presence of guarantees, joint and several liability and other assertions of multiple avenues of recovery. As such, any Claim based on the same obligations or underlying facts will only receive distribution on account of a single assertion of such Claim. Additionally, the CFG Peru Settlement Agreement allocated proceeds in recognition of other rights and causes of action held by certain Debtors or their stakeholders and the Joint Plan encapsulates such allocation.

A. Joint Debtor Plan Debtors Summary.

Distributions to creditors of the Plan Debtors under the Joint Debtor Plan are premised on the receipt by the Plan Debtors of at least USD \$20 million, plus the amount of the Holdback Payment (as defined in Section 1.5(b) of the CFG Peru Settlement Agreement) (the “**CFG Peru Settlement Proceeds**”), plus USD \$6,000,000 allocated for and to be used for payment of certain administrative expense claims and reimbursements (the “**CFG Peru Administrative Expense Settlement Proceeds**”), to be paid to the Plan Debtors pursuant to the

CFG Peru Settlement which was approved and authorized by the Court under Bankruptcy Rule 9019 in the CFG Peru Confirmation Order. The CFG Peru Settlement Proceeds and CFG Peru Administrative Expense Settlement Proceeds shall be paid upon the Restructuring Effective Date under the CFG Peru Plan. A copy of the CFG Peru Settlement Agreement is attached hereto as **Exhibit B**.

The CFG Peru Settlement Agreement, as approved under Bankruptcy Rule 9019 by the Bankruptcy Court as part of the CFG Peru Plan, sets forth the allocation of such CFG Peru Settlement Proceeds as described herein below, and the Joint Debtor Plan shall distribute such allocation of value. Specifically, the CFG Peru Settlement Agreement provides for the following allocations in Section 1.5(d) thereof, which are incorporated into the Joint Debtor Plan:

(i) To the extent not paid in connection with the satisfaction of the Intercompany Netting Agreement, an amount equal to the allowed and unpaid professional fees and administrative Claims against the Other Debtors for the benefit of the holders of such professional fees and administrative Claims;

(ii) An amount equal to the lesser of (a) the value of allowed Unsecured Claims against Debtor subsidiaries of CFGL and (b) \$5.1 million for the benefit of holders of allowed Unsecured Claims against Debtor subsidiaries of CFGL;

(iii) An amount equal to the lesser of (a) the value of allowed Unsecured Claims against CFGL and (b) \$1.9 million for the benefit of holders of allowed Unsecured Claims against CFGL; and

(iv) Any remaining amounts (after consideration of items (i) through (iii) above) for the benefit of (a) holders of allowed Unsecured Claims against Super Investment and PARD (70.5% of such amount) and (b) public equity holders of CFGL (29.5% of such amount).

To the extent there are any additional assets, the Joint Debtor Plan shall provide for the liquidation of such assets for distribution to creditors in accordance with the allocation set forth in the Joint Debtor Plan.

The CFG Peru Settlement Proceeds, CFG Peru Administrative Expense Settlement Proceeds and any proceeds from the liquidation of the residual assets, shall be distributed under the Joint Debtor Plan (i) to satisfy Allowed Administrative Expense and other priority claims; (ii) to satisfy certain secured claims, and (iii) to satisfy and pay Allowed unsecured Claims and Allowed CFGL Public Interests, as allocated in the CFG Peru Settlement Agreement.

Finally, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Joint Debtor Plan, the provisions of the Joint Debtor Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or interest may have with respect to any Claim or interest against or in any entity in the Company Group or their assets (whether or not such entities

are Debtors) or any distribution to be made on account of any such Claim or interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Plan Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Joint Debtor Plan pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice or action, order or approval of the Bankruptcy Court, the Plan Debtors and, after the Effective Date, the Plan Debtors or the Plan Administrator, as applicable, may compromise and settle Claims against the Plan Debtors and Causes of Action against other Persons.

After the Effective Date of the Joint Debtor Plan and upon completion of all distributions under the Joint Debtor Plan, the Plan Administrator will be authorized and directed to take all corporate actions consistent with foreign laws to effectuate the Joint Debtor Plan and wind up the Plan Debtors and any non-Debtor Affiliates. It is contemplated that this shall include the commencement of a voluntary liquidation under laws of the Cayman Islands (as relates to CFGL) and the laws of Bermuda (as relates to PARD), where each of the entities were incorporated and registered. Further, as a result of both CFGL and PARD being listed on the Mainboard of the Singapore Exchange Securities Trading Limited ("SGX-ST"), any voluntary liquidation will require compliance with the SGX-ST Listing Requirements in Singapore. At the time of the voluntary liquidation, it is intended that both CFGL and PARD will have no remaining assets. Under the Voluntary Liquidation, the Existing Interests and Intercompany Interests shall be fully extinguished.

Section V of this Disclosure Statement provides a more detailed description of the Joint Debtor Plan.

B. SUMMARY OF DISTRIBUTIONS AND VOTING ELIGIBILITY

As set forth in more detail in Section V.B. of this Disclosure Statement, only holders of Claims in "impaired" Classes are entitled to vote on the Joint Debtor Plan. Under section 1124 of the Bankruptcy Code, a class of Claims or Interests is deemed to be "impaired" under the Joint Debtor Plan unless (i) the Joint Debtor Plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the Joint Debtor Plan, among other things, cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default. There are fifteen (15) classes of Claims whose acceptances of the Joint Debtor Plan are being solicited:

CFGL CLAIMS:

1. Holders of CFGL General Unsecured Claims (Class 5)
2. Holders of CFGL Subsidiary General Unsecured Claims (Class 6)
3. Holders of Intercompany Claims (Class 7)

4. Existing CFGL Interests (Class 9)

PARD CLAIMS:

5. Holders of Taipei Fubon Term Loan Claims (Class 4)
6. Holders of PARD Bond Claims (Class 5)
7. Holders of CITIC Banking Facilities PARD Claims (Class 6)
8. Holders of Maybank PARD Group Facility Claims (Class 7)
9. Holders of Standard Chartered PARD Group Facility Claims (Class 8)
10. Holders of UOB Banking Facility Claims (Class 9)
11. Holders of Rabobank PARD Group Facility Claims (Class 10)
12. Holders of Bank of America PARD Group Facility Claims (Class 11)
13. Holders of DBS PARD Group Facility Claims (Class 12)
14. Holders of Sahara Loan Claims (Class 13)
15. Holders of PARD General Unsecured Claims (Class 14)
16. Holders of Intercompany Claims (Class 15)

The following table summarizes (i) the treatment of Claims and Interests under the Joint Debtor Plan, (ii) which Classes are impaired by the Joint Debtor Plan, (iii) which Classes are entitled to vote on the Joint Debtor Plan, and (iv) the estimated recovery for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Joint Debtor Plan. For a more detailed summary of the provisions of the Joint Debtor Plan, see Section V below. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in Section VII—Valuation Analysis.

A. **CFGL Plan Debtors' Classification:**

Class	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan	Approx. Percentage Recovery⁵
1	CFGL Secured Claims	Except to the extent that a holder of an Allowed CFGL Secured Claim agrees to less favorable treatment, each holder of an Allowed CFGL Secured Claim shall receive, at the election of the CFGL Plan Debtors and the PARD Plan Debtors, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Allowed CFGL Secured Claim either (i) payment in full in cash on the Effective Date, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%

⁵ The ranges set forth under Approximate Percentage Recovery are based on the range of reorganized equity value of the Plan Debtors as described in the Valuation Analysis.

2	Priority Tax Claims	Except to the extent that a holder of an Allowed Other Priority Claim against any of the CFGL Plan Debtors agrees to less favorable treatment, each holder of any such Allowed claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%
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3	Other Priority Claims	Except to the extent that a holder of an Allowed Other Priority Claim against any of the CFGL Plan Debtors agrees to less favorable treatment, each holder of any such Allowed claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%
4	CFGL Unsecured Facilities Claims	The CFGL Unsecured Facilities Claims have been satisfied, released, waived or otherwise resolved pursuant to the CFG Peru Plan and CFG Peru Settlement Agreement. As such, holders of Allowed CFGL Unsecured Facilities Claims shall not be entitled to any recovery under the Joint Debtor Plan.	Unimpaired	No (deemed to accept)	100%

5	CFGL General Unsecured Claims	On the Effective Date, each holder of an Allowed CFGL General Unsecured Claim (including tax claims, trade claims and contract rejection damages claims) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, <i>Pro Rata</i> share of the CFGL GUC Distribution Pool.	Impaired	Yes	14% - 28%
6	CFGL Subsidiary General Unsecured Claims	On the Effective Date, each holder of CFGL Subsidiary General Unsecured Claim (including tax claims, trade claims and contract rejection damages claims) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, <i>Pro Rata</i> share of the CFGL Subsidiary Distribution Pool.	Impaired	Yes	20% - 41%
7	Intercompany Claims	Distributions under the Joint Debtor Plan shall give effect to each Intercompany Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Intercompany Claim, without the need for payment in cash by any Debtor.	Impaired	Yes	0%
8	CFGL Intercompany Interests	On the Effective Date, or as soon as practicable thereafter, all Allowed CFGL Intercompany Interests shall be reinstated subject to the terms of Section 7.3 of the Joint Debtor Plan.	Unimpaired	No (deemed to accept)	0%

9	Existing CFGL Interests	On the Effective Date, Existing CFGL Interests shall be Reinstated subject to Section 7.3 of the Joint Debtor Plan. Each Holder of Existing CFGL Public Interests shall receive its Pro Rata Share of 29.5% of the CFGL Equity Distribution Pool. Each holder of an Existing CFGL Interests that is not an Existing CFGL Public Interest shall receive no distribution on account of such Existing CFGL Interests as such distribution has already been reflected in the allocation of value in this Joint Debtor Plan. For the avoidance of doubt, each of the CFGL Plan Debtors will continue to exist as a legal entity after the Effective Date for the purposes of effectuating the Joint Debtor Plan and a voluntary liquidation consistent with applicable foreign law.	Impaired	No (deemed to reject)	
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A. **PARD Group Classification:**

Classes	Claim or Equity Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan	Approx. Percentage Recovery⁶
1	PARD Secured Claims	Except to the extent that a holder of an Allowed PARD Secured Claim agrees to less favorable treatment, each holder of an Allowed PARD Secured Claim shall receive, at the election of the Plan Debtors, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Allowed PARD Secured Claim either (i) payment in full in cash on the Effective Date, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%

⁶ The ranges set forth under Approximate Percentage Recovery are based on the range of reorganized equity value of the Plan Debtors as described in the Valuation Analysis.

2	Priority Tax Claims	Except to the extent that a holder of an Allowed Priority Tax Claim against any of the PARD Plan Debtors agrees to less favorable treatment, each holder of any such Allowed claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%
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3	Other Priority Claims	Except to the extent that a holder of an Allowed Other Priority Claim against any of the PARD Plan Debtors agrees to less favorable treatment, each holder of any such Allowed claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	Unimpaired	No (deemed to accept)	100%
4	Taipei Fubon Term Loan Claims	On the Effective Date, each holder of an Allowed Taipei Fubon Term Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the Super Investment Distribution Pool.	Impaired	Yes	8% - 10%

5	PARD Bond Claims	On the Effective Date, each holder of an Allowed PARD Bond Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
6	CITIC Banking Facilities PARD Claims	On the Effective Date, each holder of an Allowed CITIC Banking Facility PARD Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
7	Maybank PARD Group Facility Claims	On the Effective Date, each holder of an Allowed CITIC Banking Facility PARD Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
8	Standard Chartered PARD Group Facility Claims	On the Effective Date, each holder of an Allowed CITIC Banking Facility PARD Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%

9	UOB Banking Facility Claims	On the Effective Date, each holder of an Allowed UOB Banking Facilities Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
10	Rabobank PARD Group Facility Claims	On the Effective Date, each holder of an Allowed Rabobank PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
11	Bank of America PARD Group Facility Claims	On the Effective Date, each holder of an Allowed Bank of American PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
12	DBS PARD Group Facility Claims	On the Effective Date, each holder of an Allowed DBS PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%

13	Sahara Loan Claims	On the Effective Date, each holder of an Allowed Sahara Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
14	PARD General Unsecured Claims	On the Effective Date, each holder of an Allowed PARD General Unsecured Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its <i>Pro Rata</i> share of the PARD Distribution Pool.	Impaired	Yes	2%
15	Intercompany Claims	Distributions under the Joint Debtor Plan shall give effect to each Intercompany Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Intercompany Claim, without the need for payment in cash by any Debtor.	Impaired	Yes	0%
16	PARD Intercompany Interests	On the Effective Date, or as soon as practicable thereafter, all Allowed PARD Intercompany Interests shall be reinstated subject to the terms of Section 7.3 of the Joint Debtor Plan.	Unimpaired	No (deemed to accept)	100%

17	Existing PARD Interests	On the Effective Date, Existing PARD Interests shall be Reinstated subject to Section 7.3 of the Joint Debtor Plan. Existing PARD Interests shall receive no distribution on account of such Existing PARD Interests. For the avoidance of doubt, each of the PARD Plan Debtors will continue to exist as a legal entity after the Effective Date for the purposes of effectuating the Joint Debtor Plan and a voluntary liquidation consistent with applicable foreign law.	Impaired	No (deemed to reject)	0%
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C. CONFIRMATION HEARING

Pursuant to section 1128 of the Bankruptcy Code, a hearing to consider confirmation of the Joint Debtor Plan (the “**Confirmation Hearing**”) will be held on **[December 14, 2021 at 11:00 A.M. (Eastern Time)]** before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408.

Objections and responses to confirmation of the Joint Debtor Plan, if any, must be served and filed as to be received on or before **[December 7, 2021 at 4:00 P.M. (Eastern Time)]** (the “**Confirmation Objection Deadline**”) in the manner described in the order approving this Disclosure Statement [ECF No. ____] (the “**Disclosure Statement Order**”) and Section XI.B of this Disclosure Statement. The Confirmation Hearing may be adjourned from time to time without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

II.

OVERVIEW OF DEBTORS’ OPERATIONS

A. DEBTORS’ BUSINESS

In 1986, Swee Hong Ng and his sons (collectively, with others, the “**Ng Family**”) started a small seafood business in the Western District of Hong Kong trading frozen shrimp, squid, and scallops. The business, later known as the Pacific Andes Group, experienced rapid growth in the 1990s and, over time, expanded its operations to include harvesting, sourcing, ocean logistics and transportation, food safety testing, processing, marketing, and distribution of a large

array of frozen fish products, as well as fishmeal and fish oil. Following international growth and expansion across the globe, the Pacific Andes Group became one of the largest seafood companies in the world. The Pacific Andes Group is comprised of over 150 operating and non-operating entities, currently including two publicly listed companies. For operation purposes, the Pacific Andes Group's business was formerly broken down into three groups of entities, described in further detail below:

The PAIH Group was principally engaged in the production and export of seafood products. The PAIH Group maintained a large fish fillet processing center in Qingdao, Shandong Province of China (the "**Qingdao Factory**"). The Qingdao Factory was one of the largest seafood processing facilities in the world, with a capacity to employ approximately 10,000 employees and process over 60,000 metric tons of seafood per year.⁷ The PAIH Group, through non-Debtor National Fish & Seafood, Inc. (United States) ("**NFS**"), was also engaged in a joint venture that maintained a seafood processing, distribution, and sales business in the United States, including a processing facility in Gloucester, Massachusetts.⁸ In addition, certain entities in the PAIH Group hold interests in real estate in Hong Kong. PAIH is the holding company for the PAIH Group and was formerly listed on The Stock Exchange of Hong Kong (the "**HKEx**").

The PARD Group⁹ principally engaged in global sourcing and supply of frozen seafood products to the international markets, in particular to the PRC. The PARD Group was also engaged in the marine transportation and logistics business through the deployment of vessels that supply other fishing vessels with marine fuel, food and other basic provisions. The PARD Group's frozen fish supply chain management business was capital intensive and required an extensive amount of working capital and trade finance. PARD is the holding company for the PARD Group and is listed on the Mainboard of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**").

⁷ Upon information and belief, certain holders of the Qingdao Plant-Related Facilities have foreclosed on, or commenced foreclosure proceedings as to, the collateral supporting the Qingdao Factory. As a result, the Debtors no longer have access to and do not appear to have an economic stake in the Qingdao Factory.

⁸ As of the date of filing this Disclosure Statement, NFS has filed a voluntary petition under Chapter 7 of the Bankruptcy Code and a Chapter 7 trustee has been appointed.

⁹ The PARD Group includes the following entities: Alliance Capital Enterprises Limited (HK), Andes Agency Limited (HK), Champion Shipping Limited (BVI), China Cold Chain Group Limited (BVI), Concept China Investment Limited (HK), Conred Limited (HK), Davis Limited (HK), Fantastic Buildings Limited (BVI), Golden Target Pacific Limited (BVI), Lions City Investment Inc. (BVI), Natprop Investments Limited (Cook Islands), New Millennium Group Holdings Limited (BVI), Pacific Andes Enterprises (BVI) Limited (BVI), Pacific Andes Food (Hong Kong) Company Limited, PARD, Pacific Andes Vegetables, Inc. (BVI), Paco (ET) Limited (Cyprus), Paco (GT) Limited (Cyprus), Paco (HT) Limited (Cyprus), Paco Alpha Limited (BVI), Paco Beta Limited (BVI), Paco Gamma Limited (BVI), Paco Sigma Limited (BVI), Pacos Trading Limited (Cayman), Pacos Trading Limited (Cyprus), PARD Trade Limited (BVI), Parkmond Group Limited (BVI), Quality Food (Singapore) Pte. Limited (Singapore), Richtown Development Limited (BVI), Super Investment Limited (Cayman), Turbo (Asia) Limited

The CFGL Group¹⁰ was one of the largest producers and suppliers of fishmeal and fish oil through its fishing and processing operations located along the coast of Peru. In 2013, the CFGL Group acquired Peruvian-based operating company Corporacion Pesquera Inca S.A.C. (“Copeinca”) and its related fishing companies, significantly expanding its share of Peru’s anchovy fishing quota, which the group had been consolidating since 2006. Following the acquisition, Copeinca, CFG Investment S.A.C. (“CFG”), and Sustainable Fishing Resources S.A.C. (“SFR”) and, together with CFGI and Copeinca, the “**Peruvian Opcos**”) control 16.9% of the quota for harvesting Peruvian anchovy in the northern and central zone in Peru, as well as 14.8% in the southern zone, establishing the CFGL Group as the largest quota holder in the largest fishery in the world by volume. The CFGL Group’s operations were based in Peru, where the CFGL Group operated approximately 47 vessels and fishes for anchovy in two seasons per year in two separate coastal regions. The CFGL Group’s catch is landed at 10 production facilities along the Peruvian coast and then processed into fishmeal and fish oil. The CFGL Group formerly held interests, along with local quota holders, in a fishing, processing, and sales business, catching horse mackerel along the coast of Namibia. CFGL is the holding company for the CFGL Group and is listed on the Mainboard of the SGX-ST.

The Ng Family continues to maintain majority equity control the Pacific Andes Group through their interest in Debtor N.S. Hong, the family’s investment vehicle. N.S. Hong directly or indirectly holds majority interests in PAIH, and a minority but controlling interest in PARD and CFGL.

B. CAPITAL STRUCTURE

(a) *CFGL Plan Debtors’ Prepetition Indebtedness*

Calculated as of each CFGL Plan Debtors’ respective chapter 11 petition dates, the CFGL Plan Debtors had outstanding funded debt obligations in the aggregate amount of

¹⁰ The CFGL Group includes the following entities: Admired Agents Limited (BVI), Atlantic Pacific Fishing (Pty) Limited (Namibia), Brandberg (Mauritius) Investments Holding Ltd. (Mauritius), Brandberg Namibia Investments Company (Pty) Ltd. (Namibia), CFG Investment S.A.C. (Peru), CFG Peru Investments Pte. Ltd. (Singapore), CFGL (Singapore) Private Limited (Singapore), Champion Maritime Ltd. (BVI), Chanery Investment Inc. (BVI), Chiksano Management Limited (BVI), China Fisheries International Limited (Samoa), CFGL, China Fishery Group Limited (HK), Consorcio Vollmacht S.A.C. (Peru), Copeinca AS (Norway), Copeinca Internacional SLU (Spain), Corporacion Pesquera Frami S.A.C. (Peru), Corporacion Pesquera Inca SAC (Peru), Excel Concept Limited (BVI), Fortress Agents Ltd. (BVI), Gain Star Management Limited (BVI), Grand Success Investment (Singapore) Private Limited (Singapore), Grandwell Investment Group Limited (HK), Growing Management Limited (BVI), Hill Cosmos International Limited (BVI), Inmobiliaria Gainesville S.A.C. (Peru), Inmobiliaria Y Constructora Pahk S.A.C. (Peru), Inversiones Pesqueras West S.A.C. (Peru), J. Wiludi & Asociados Consultores En Pesca SAC (Peru), Loyal Mark Holdings Limited (BVI), Macro Capitales S.A. (Panama), Metro Island International Limited (BVI), Mission Excel International Limited (BVI), Nidaro International Limited (BVI), Nippon Fishery Holdings Limited (BVI), Ocean Expert International Limited (BVI), PFB Fisheries BV (Netherlands), Pioneer Logistics Ltd. (BVI), Powertech Engineering (Qingdao) Co. Ltd. (PRC), Premium Choice Group Limited (BVI), Protein Trading Ltd. (Samoa), Ringston Holdings Ltd. (Cyprus), Sea Capital International Limited (BVI), Shine Bright Management Limited (BVI), Group Limited (Cayman), South Pacific Shipping Agency Ltd. (BVI), Superb Choice International Limited (BVI), Sustainable Fishing Resources S.A.C. (Peru), Sustainable Pelagic Fishery S.A.C. (Peru), Target Shipping Limited (HK), and Toyama Holdings Limited (BVI) (collectively, the “**CFGL Group**”).

approximately \$750 million.¹¹ The CFGL Plan Debtors' outstanding funded debt on such date is listed in the chart below:

<u>Unsecured Debt</u>	
Club Facility	Club Facility Claims: consisting of approximately \$418,200,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Agreement, dated as of March 20, 2014, (as amended, restated, modified, or supplemented from time to time) by and among CFG Investment S.A.C. (Peru), Corporacion Pesquera Inca S.A.C. (Peru), and China Fisheries International Limited (Samoa), as borrowers, and China Fishery Group Limited (Cayman), CFG Investment S.A.C. (Peru), China Fisheries International Limited (Samoa), Corporacion Pesquera Inca S.A.C. (Peru), NG Joo Siang, The Hong Eng Investments Holding Limited, and N.S. Hong Investment (BVI) Limited, as guarantors, the lenders party thereto, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (a/k/a Rabobank International), Hong Kong Branch, as agent (the " Club Facility "), including any related guarantee claims.
Senior Notes	Senior Notes Claims: consisting of approximately \$300,000,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with the 9.75% Senior Notes due 2019 issued pursuant to that certain Indenture, dated as of July 30, 2012, by and among CFG Investment S.A.C. (Peru), as issuer, China Fishery Group Limited (Cayman), Smart Group Limited (Cayman), Premium Choice Group Limited (BVI), South Pacific Shipping Agency Limited (BVI), Champion Maritime Limited (BVI), Chanery Investment Inc. (BVI), Fortress Agents Limited (BVI), Growing Management Limited (BVI), Ocean Expert International Limited (BVI), China Fisheries International Limited (Samoa), Protein Trading Limited (Samoa), Ringston Holdings Limited (Cyprus), CFG Peru Investments Pte. Limited (Singapore), CFGL (Singapore) Private Limited (Singapore), Target Shipping Limited (HK), Sustainable Fishing Resources S.A.C. (Peru), Sustainable Pelagic Fishery S.A.C. (Peru), Inmobiliaria y Constructora Pahk S.A.C. (Peru), and Consorcio Vollmacht S.A.C. (Peru), as guarantors, and TMF

¹¹ Unless otherwise indicated, all amounts herein are reflected in U.S. dollars. In certain instances, the amounts have been converted to U.S. dollars from their foreign currency denominations. Where the amounts are converted to U.S. dollars, the Plan Debtors used the foreign exchange conversion rate as of the earliest chapter 11 petition date of the Debtors obligated on the particular debt. Accordingly, based on fluctuations of foreign exchange rates, such amounts are subject to foreign exchange rate gains and losses due to foreign currency movements.

	Trustee Limited, as successor trustee, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, modified, or supplemented from time to time) (the “ 9.75% Senior Notes Indenture ”), including any related guarantee claims.
Bank of America CFGL Group Facility	Bank of America CFGL Group Facility Claims: consisting of approximately \$27,900,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Loan Commitment, dated as of August 26, 2014, (as amended, restated, modified, or supplemented from time to time) by and among China Fisheries International Limited (Samoa) and South Pacific Shipping Agency Limited (BVI), as borrowers, and CFGL (Cayman) and South Pacific Shipping Agency Limited (BVI), as guarantors, and the lenders party thereto (the “ Bank of America CFGL Group Facility ”), including any related guarantee claims.
Standard Chartered CFGL Group Facility	Standard Chartered CFGL Group Facility Claims: consisting of approximately \$1,500,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Letter, dated as of March 26, 2015, (as amended, restated, modified, or supplemented from time to time) by an among Champion Maritime Limited (BVI) and Growing Management Limited (BVI), as borrowers, and China Fishery Group Limited (Cayman), as guarantor, and the lenders party thereto (the “ Standard Chartered CFGL Group Facility ”), including any related guarantee claims.
CITIC Banking Facilities	CITIC Banking Facilities CFGL Claims: consisting of approximately \$0 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Letter, dated as of December 9, 2013, by and among Pacific Andes Enterprises (BVI) Limited, Parkmond Group Limited (BVI), Pacos Processing Limited (Cayman), Europaco Limited (BVI), Premium Choice Group Limited (BVI), and Protein Trading Limited (Samoa), as borrowers, PARD, as guarantor with respect to the borrowings thereunder by Pacific Andes Enterprises (BVI) Limited and Parkmond Group Limited, Pacific Andes Enterprises (BVI) Limited, as guarantor with respect to the borrowings thereunder by Parkmond Group Limited, Parkmond Group Limited, as guarantor with respect to the borrowings thereunder by Pacific Andes Enterprises (BVI) Limited, Pacific Andes International Holdings Limited (Bermuda), as guarantor with respect to the borrowings thereunder by Pacos Processing Limited and Europaco Limited (BVI), and CFGL, as guarantor with respect to the borrowings thereunder by Premium

	Choice Group Limited and Protein Trading Limited, and the lenders party thereto from time to time, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, restated, modified, or supplemented from time to time prior to the Petition Date) (the “ CITIC Banking Facility ”).
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(b) *PARD Plan Debtors’ Prepetition Indebtedness*

Calculated as of each of the PARD Plan Debtors’ respective chapter 11 petition date, the PARD Plan Debtors have outstanding funded debt obligations in the aggregate amount of nearly \$450 million.¹² The PARD Plan Debtors’ outstanding funded debt on such dates is listed in the chart below:

¹² Unless otherwise indicated, all amounts herein are reflected in U.S. dollars. In certain instances, the amounts have been converted to U.S. dollars from their foreign currency denominations. Where the amounts are converted to U.S. dollars, the Plan Debtors used the foreign exchange conversion rate as of the earliest chapter 11 petition date of the Debtors obligated on the particular debt. Accordingly, based on fluctuations of foreign exchange rates, such amounts are subject to foreign exchange rate gains and losses due to foreign currency movements.

<u>Unsecured Debt</u>	
Taipei Fubon Term Loan	Taipei Fubon Term Loan Claims: consisting of approximately \$72,000,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Agreement, dated as of May 22, 2015, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Food (Hong Kong) Company Limited, as borrower, and Pacific Andes Enterprises (BVI) Limited, Super Investment Limited (Cayman), Parkmond Group Limited (BVI), and PARD (Bermuda), as guarantors, the lenders party thereto, and Taipei Fubon Commercial Bank Co., Ltd., as agent (the “ Taipei Fubon Term Loan ”), including any related guarantee claims.
PARD Bonds	PARD Bond Claims: consisting of approximately \$146,600,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with the 8.5% Unsecured Bonds due 2017 issued pursuant to that certain Trust Deed, dated as of July 30, 2014, by and among PARD, as issuer, and the Hong Kong and Shanghai Banking Corporation Limited, as trustee, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, modified, or supplemented from time to time) (the “ PARD Bond Trust Deed ”).
CITIC Banking Facilities	CITIC Banking Facilities PARD Claims: consisting of approximately \$59,100,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Letter, dated as of December 9, 2013, by and among Pacific Andes Enterprises (BVI) Limited, Parkmond Group Limited (BVI), Pacos Processing Limited (Cayman), Europaco Limited (BVI), Premium Choice Group Limited (BVI), and Protein Trading Limited (Samoa), as borrowers, PARD, as guarantor with respect to the borrowings thereunder by Pacific Andes Enterprises (BVI) Limited and Parkmond Group Limited, Pacific Andes Enterprises (BVI) Limited, as guarantor with respect to the borrowings thereunder by Parkmond Group Limited, Parkmond Group Limited, as guarantor with respect to the borrowings thereunder by Pacific Andes Enterprises (BVI) Limited, Pacific Andes International Holdings Limited (Bermuda), as guarantor with respect to the borrowings thereunder by Pacos Processing Limited and Europaco Limited (BVI), and CFGL, as guarantor with respect to the borrowings

	thereunder by Premium Choice Group Limited and Protein Trading Limited, and the lenders party thereto from time to time, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, restated, modified, or supplemented from time to time prior to the Petition Date) (the “ CITIC Banking Facility ”).
Maybank PARD Group Facility	Maybank PARD Group Facility Claims: consisting of approximately \$62,800,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Letter, dated as of July 19, 2013, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Enterprises (BVI) Limited and Parkmond Group Limited (BVI), as borrowers, and PARD (Bermuda), Pacific Andes Enterprises (BVI) Limited, and Parkmond Group Limited (BVI), as guarantors, and the lenders party thereto (the “ Maybank PARD Group Facility ”), including any related guarantee claims.
Standard Chartered PARD Group Facilities	Standard Chartered PARD Group Facilities Claims: consisting of approximately \$27,500,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain facility letter, dated as of April 11, 2012, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Enterprises (BVI) Limited and Pacific Andes Food (Hong Kong) Company Limited, as borrowers, and PARD, Pacific Andes Enterprises (BVI) Limited, Parkmond Group Limited, Pacific Andes Food (Hong Kong) Company Limited, as guarantors, and the lenders party thereto (the “ Standard Chartered PARD Group Facility ”), including any related guarantee claims.
UOB Banking Facility	UOB Banking Facilities Claims: consisting of approximately \$23,000,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Banking Facilities Letter, dated as of July 9, 2015, by and among Pacific Andes Enterprises (BVI) Limited and Europaco Limited, as borrowers, PARD, as guarantor with respect to the borrowings thereunder by Pacific Andes Enterprises (BVI) Limited, and Pacific Andes International Holdings Limited (Bermuda), as guarantor with respect to the borrowings thereunder by Europaco Limited, and the lenders party thereto from time to time, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, restated, modified, or supplemented from time to time prior to the Petition

	Date) (the “ UOB Banking Facility ”), including any related guarantee claims.
Rabobank PARD Group Facility	Rabobank PARD Group Facility Claims: consisting of approximately \$22,000,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain facility letter, dated as of August 30, 2013, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Enterprises (BVI) Limited and Parkmond Group Limited (BVI), as borrowers, and PARD, as guarantor, and the lenders party thereto (the “ Rabobank PARD Group Facility ”), including any related guarantee claims.
Bank of America PARD Group Facility	Bank of America PARD Group Facility Claims: consisting of approximately \$14,900,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain facility letter, dated as of August 26, 2014, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Enterprises (BVI) Limited, PARD Trade Limited, and Parkmond Group Limited (BVI), as borrowers, and PARD, as guarantor, and the lenders party thereto (the “ Bank of America PARD Group Facility ”), including any related guarantee claims.
DBS PARD Group Facility	DBS PARD Group Facility Claims: consisting of approximately \$8,900,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Facility Letter, dated as of April 25, 2014, (as amended, restated, modified, or supplemented from time to time) by and among Pacific Andes Enterprises (BVI) Limited, as borrower, and PARD, Pacific Andes Food (Hong Kong) Company Limited, and Parkmond Group Limited (BVI), as guarantors, and the lenders party thereto (the “ DBS PARD Group Facility ”), including any related guarantee claims.
Sahara Loan	Sahara Loan Claims: consisting of approximately \$6,200,000 in unpaid principal, plus all accrued prepetition interest, fees, and other expenses and amounts, arising under or in connection with that certain Loan Agreement, dated as of December 10, 2015, (as amended, restated, modified, or supplemented from time to time) by and among Golden Target, as borrower, and PARD, Richtown Development Limited (BVI), and Zhonggang, as guarantors, and the lenders party thereto (the “ Sahara Loan ”), including any related guarantee claims.

(c) *Equity Ownership*

In 1994, PAIH was publicly listed on the HKEx under the stock code 1174. As of November 26, 2015, the trading of PAIH shares has been voluntarily suspended following the appointment of JPLs for CFGL and CFIL. As of November 28, 2015, approximately 7.083 billion PAIH shares were issued and outstanding. PAIH was delisted on September 26, 2019.

In 1996 and 2006, PARD (P11.SI) and CFGL (BOZ.SI), respectively, were publicly listed on the Mainboard of the SGX-ST. As of November 26, 2015, the trading of shares of both entities has been voluntarily suspended. As of the date of suspension, approximately 8.62 billion PARD shares and 3.68 billion CFGL shares were issued and outstanding.

The remaining Debtors and Non-Debtor Affiliates in the Pacific Andes Group are privately held and are direct or indirect subsidiaries of Debtor N.S. Hong.

III.

**KEY EVENTS LEADING TO COMMENCEMENT
OF CHAPTER 11 CASES**

A. EL NIÑO WEATHER EVENT

Given the integrated capital structure of the three operating groups, following the acquisition of Copeinca in 2013, CFGL's fishmeal and fish oil operation in Peru had been a major source of revenue across the three groups, including the PAIH Group. In the last announced full year reported financial statements (2014), the Peruvian operation accounted for 68.9%, 41.7%, and 27.0% of the revenues of CFGL, PARD and PAIH respectively. In Peru, approximately 47 vessels fish for anchovy in two seasons per year in two separate coastal regions. The fish are landed at 10 production facilities along the Peruvian coast and then processed into fishmeal and fish oil.

The anchovy fishing in Peru is highly regulated, with the government establishing the allowable catch in each year and companies limited to capturing a quota share of that allowable catch. The allowable catch for each season is established based on scientific measurements of the ocean conditions and observations of the presence of anchovy in the waters.

The abundance of the anchovy is driven by cold up-welling currents off the coast of Peru. El Niño events (each, an "**El Niño Event**") cause warming of the water, which in turn causes the anchovy to disperse and swim deeper, making them difficult or impossible to catch. El Niño Events are traditionally expected to occur every seven years or so, although they may occur at shorter intervals with differing intensities. Almost immediately after the Pacific Andes Group's acquisition of Copeinca, the Peruvian coast was hit by a severe El Niño Event, commencing in May 2014. Anchovy fishing was dramatically and immediately impacted, with the second season in 2014 being completely closed to fishing. El Niño Events may be expected to persist for one or two seasons, but this most recent event continued for two calendar years, making it the most devastating event since the early 1970s. The entire Peruvian economy was impacted. As with all other Peruvian fishmeal operators, CFGL's revenue and profit dramatically reduced, and, in the case of one fishing season, CFGL generated no revenue.

B. POLITICAL TENSION IN RUSSIA

As discussed in Section II a significant part of the PARD Group's revenues were derived from its frozen fish supply chain management operations. In particular, PARD and its subsidiaries relied on their ability to source large volumes of whitefish, such as Alaska Pollock and Cod, from international suppliers, in particular suppliers operating in the North and South Pacific oceans.

In 2014, as a result of the accession of Crimea to the Russian Federation ("**Russia**") in March 2014 and further conflict between Russia and Crimea at that time, the United States and the European Union, among others, imposed economic sanctions on Russia. Russia responded to these sanctions by imposing bans on the import of seafood products from those countries involved. As a result of the increasing political tension, certain financial institutions became reluctant to provide working capital for any Russia-related transactions. This inability to obtain financing impacted the PARD Group's ability to source seafood raw material from critical Russian suppliers.

In addition, the increased scrutiny of foreign funds flowing into Russia impacted the ability of the PARD Group to obtain sufficient working capital for its frozen fish business. Because the PARD Group's frozen fish business was so reliant upon working capital, the lack of available financing resulted in the PARD Group's inability to purchase agreed-upon quantities of Alaskan Pollock from its suppliers. Not only did this result in significant decrease in revenues, it also resulted in certain entities in the PARD Group defaulting on their obligations under certain trade agreements with the Russian fishing companies with which certain entities in the PARD Group maintained significant prepayment balances.

C. MARKET CONDITIONS

(a) Seafood Processing

Changes in market conditions for the seafood processing industry in the PRC, coupled with deteriorating prices of Alaskan Pollock, discussed below, impacted the PARD Group's ability to purchase seafood raw material from the Russian suppliers (discussed in Section III.B) for processing in the PRC at a price which would still enable the Pacific Andes Group to turn a profit. These circumstances, coupled with the PARD Group's inability to obtain financing for Russian transactions, prevented the PARD Group from purchasing Alaskan Pollock in volumes comparable to its historical average.

(b) Deteriorating Prices of Alaskan Pollock

Because the PARD Group had historically played a significant role in Russia's Alaskan Pollock market, the PARD Group's decrease in purchase volume for storage and controlled distribution led to an oversupply of Alaskan Pollock in the spot market, leading to a substantial decline in Alaskan Pollock prices. To remain competitive, the PARD Group was forced to sell its Alaskan Pollock for lower prices. In late 2015, the Pacific Andes Group, already experiencing liquidity issues at the CFGL Group Level due to the El Niño Event and working capital issues at PARD due to political tensions in Russia, decided to temporarily suspend the PARD Group's Alaskan Pollock trading operations.

D. REGULATORY INVESTIGATIONS

On August 18, 2015, Debtor PAIH received notice from the Hong Kong Securities and Futures Commission (the “**HKSFC**”) demanding the production of certain records and documents in connection with an investigation. Also on August 18, 2015, CFGL and PARD received separate notices from the Secondary Markets Conduct and Enforcement Division, Market Conduct Department, Monetary Authority of Singapore (“**MAS**”) and the Singapore Commercial Affairs Department (“**CAD**”) informing them that MAS and CAD were investigating the possibility of an offense under the Singapore Securities and Futures Act Cap 289 and that the investigation required CFGL and PARD to provide MAS and CAD with certain information and documentation (collectively with the investigation conducted by the HKSFC, the “**Regulatory Investigations**”).

On August 20, 2015, PAIH, PARD, and CFGL each, in compliance with their respective listing obligations, made public announcements regarding the Regulatory Investigations to their respective stock exchanges. The Regulatory Investigations have contributed to the Pacific Andes Group’s deteriorating financial condition because certain suppliers and customers have been unwilling to transact with entities in the Pacific Andes Group or have demanded less favorable terms since learning of the Regulatory Investigations.

Each of the investigations have now been concluded with no action being taken by the regulators. On November 1, 2018, the Securities and Futures Commission of Hong Kong wrote to PAIH advising that its investigation had concluded with no action being taken. More recently, PARD and CFGL have been advised that the investigation by MAS and CAD in Singapore has been concluded with no further action being taken.

E. APPOINTMENT OF JOINT PROVISIONAL LIQUIDATORS

In April 2014, The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”), a lender under (i) the bilateral facilities, dated May 17, 2012 (the “**Bilateral Facilities**”), by and among (a) Aqua Foods (Qingdao) Co., Ltd, Xinxing Food (Qingdao) co., Ltd, Qingdao Canning & Foodstuff Co., Ltd, and Pacific Andes Food Ltd, and Qingdao Pacific Andes International Trading Co., Ltd, as borrowers, and (b) HSBC, as lender, and (ii) the Club Facility, commenced a review of certain financial transactions of the Pacific Andes Group, based on HSBC’s bank accounts records. HSBC apparently had become suspicious of transactions that it felt did not reconcile with information disclosed in PAIH’s consolidated financial statements in the annual report of PAIH published for the year ending September 28, 2013 (such transactions, the “**Subject Transactions**”).

Contemporaneously, as a result of the El Niño Event discussed in Section III.A above, the Pacific Andes Group had begun to experience liquidity issues so as to put certain borrowers under the Club Facility at risk of defaulting under the Club Facility. Over the next 20 months, certain borrowers under the Club Facility requested and received multiple waivers and extensions on varying terms.

In September 2014, HSBC instructed FTI Consulting, Inc. (“**FTI**”) to review the Subject Transactions discussed above. On or around October 20, 2014, FTI issued a report to

HSBC (the “**Initial FTI Report**”)¹³ detailing its preliminary findings. It is the Debtors’ understanding that the Initial FTI Report was based solely on FTI’s review of (i) HSBC’s banking records and (ii) publicly available information. The Debtors understand that, after reviewing the Initial FTI Report, HSBC began taking steps to minimize its exposure to the Pacific Andes Group under the Bilateral Facilities. Over the course of the next four months, HSBC demanded repayment of the approximate \$102 million outstanding under the Bilateral Facilities. By December 2014, the Bilateral Facilities had been repaid in full.

On September 2, 2015, the Pacific Andes Group voluntarily convened the first of a series of group meetings with certain of its creditors. At this meeting, the Pacific Andes Group outlined the then-current issues with respect to certain of its outstanding banking facilities and received feedback from creditors on a proposed way forward.

On September 7, 2015, the Pacific Andes Group formally engaged Deloitte & Touche Financial Advisory Services Limited (“**Deloitte**”) as financial advisor to analyze the Pacific Andes Group’s financials and to assist the Pacific Andes Group in formulating a debt restructuring and asset disposal plan. On October 9, 2015, Deloitte presented management with a preliminary restructuring plan (the “**Deloitte Restructuring Proposal**”). The Deloitte Restructuring Proposal contemplated, among other things, a sale (the “**Prepetition Sale Process**”) of the Peruvian Opcos and their related non-operating entities (collectively, the “**Peruvian Business**”). Shortly thereafter, management and Deloitte met with the Pacific Andes Group’s major stakeholders to walk through the Deloitte Restructuring Proposal. Management also commenced preliminary term sheet discussions with potential purchasers of the Peruvian Business. Regular group meetings were convened with certain of the Pacific Andes Group’s creditors, during which Deloitte presented the creditors with progress updates on their work. Separate meetings were held for creditors at each level of the Pacific Andes Group.

On or around October 2, 2015, HSBC engaged KPMG (“**KPMG**”) to act as independent financial advisor to the Club Lenders for purposes of reviewing financials prepared by Deloitte and advising them with respect to the Deloitte Restructuring Proposal. On or around October 10, 2015, KPMG was granted access to a data room established by Deloitte.

On November 16, 2015, HSBC refused to agree to a further extension and waiver of a payment due under the Club Facility and certain borrowers under the Club Facility defaulted thereon.

On November 25, 2015, HSBC filed an *ex parte* application with the High Court of Hong Kong Special Administrative Region (the “**Hong Kong Court**”) requesting the appointment of provisional liquidators to Debtors CFGF and CFIL (the “**HK PL Application**”). HSBC also petitioned for the winding up of CFGF and CFIL. The Hong Kong Court granted the winding up petitions on an interim basis and appointed three individuals from KPMG as joint provisional liquidators of CFGF and CFIL (the “**Hong Kong JPLs**”). A hearing to consider the HK PL Application on a final basis was scheduled for December 4, 2015. On January 5, 2016, the

¹³ Although dated as of November 16, 2015, this Initial FTI Report was prepared by October 20, 2014 based on information made available to FTI as of that date.

Hong Kong Court dismissed the Hong Kong JPLs. On February 1, 2016, the Hong Kong Court entered an order dismissing the winding up petitions.

On November 27, 2015, HSBC filed an *ex parte* application with the Grand Court of the Cayman Islands (the “**Cayman Court**”) requesting the appointment of a joint provisional liquidators for CFGL in the Cayman Islands (the “**Cayman JPL Application**”). The Cayman Court declined to consider the Cayman JPL Application on an *ex parte* basis and scheduled an *inter partes* hearing for December 8, 2015. On or around December 8, 2015, the Cayman Court granted the Cayman JPL Application and appointed joint provisional liquidators over CFGL (the “**Cayman JPLs**”) and, together with the Hong Kong JPLs, the “**JPLs**”). On January 28, 2016, the Cayman Court dismissed the Cayman JPLs as a result of the January 2016 Undertaking (as defined in Section III.F below).

The appointment of the JPLs had an adverse impact on the Prepetition Sale Process and further exacerbated financial difficulties already being experienced by the CFGL Group by deterring key participants from collaborating with the Peruvian Business. Parties integral to the success of the Peruvian Business, including, among others, local banks, suppliers, employees, and crew, declined to continue doing business with the Peruvian Opcos in light of the JPLs’ appointment. Moreover, potential investors in the Peruvian Business conveyed to the Pacific Andes Group’s management team that they were no longer interested in purchasing the Peruvian Business in light of the JPLs’ appointment and/or their interest was conditioned upon the JPLs being dismissed.

F. DEEDS OF UNDERTAKING

On December 25, 2015, PAIH and PARD entered into a deed of undertaking with three of the Club Lenders—Rabobank, SCB, and DBS—pursuant to which these lenders agreed to support CFGL and CFIL’s position that the Hong Kong JPLs should be dismissed (the “**December 2015 Undertaking**”) subject to certain conditions. Among other things, PAIH and PARD agreed to engage PricewaterhouseCoopers Consulting Hong Kong Limited (“**PwC**”) as independent reporting accountant and to appoint a Chief Restructuring Officer to, among other things, advise PAIH and PARD with respect to a financial restructuring.

On January 20, 2016, CFGL and CFIL consensually entered into a deed of undertaking with HSBC (the “**January 2016 Undertaking**”) and, together with the December 2015 Undertaking, the “**Deeds of Undertaking**”). Pursuant to the January 2016 Undertaking, HSBC agreed to seek entry of an order by the Cayman Court terminating the Cayman JPLs. HSBC also agreed to dismiss an appeal of the Hong Kong Court’s order dismissing the winding up petitions, subject to certain conditions and milestones. Among other things, CFGL and CFIL agreed to appoint Paul Jeremy Brough as Chief Restructuring Officer and engage Grant Thornton Recovery & Reorganization Limited, Hong Kong (“**Grant Thornton**”) as reporting accountant, to assist with the sale of the Peruvian Business. One of the milestones under the January 2016 Undertaking required the Pacific Andes Group to sell the Peruvian Business no later than July 15, 2016 (the “**Sale Milestone**”); if the Sale Milestone was not met, the Cayman JPLs were to be reappointed immediately.

Pursuant to the December 2015 Undertaking, on January 22, 2016, PAIH and PARD engaged Patrick Wong to serve as Chief Restructuring Officer of PAIH and PARD. On or around the same date, PAIH and PARD also each retained PwC to serve as an independent reporting accountant to provide an independent business review, cash monitoring, and to assist with the restructuring process.

In the months leading up to the Sale Milestone, the Pacific Andes Group and Paul Jeremy Brough developed a comprehensive, two-stage sale process of the Peruvian Business. The Group engaged CITIC CLSA to assist with identification of potential purchasers and marketing of the investment opportunity. Among other things, marketing teasers and a comprehensive information memorandum were completed and utilized in the sale process. The Pacific Andes Group also engaged Toppan Vite as consultants to assist with the establishment of the virtual data room, a copy of which has been provided to the Chapter 11 Trustee, so that bidders who had been qualified and entered the second stage of the sale process could evaluate the Peruvian Business' financials.

As the Sale Milestone approached, management became increasingly concerned with the ability of the Pacific Andes Group to sell the Peruvian Business for an amount that would maximize value for all of the Pacific Andes Group's stakeholders, specifically creditors of the PARD Group and PAIH Group. The Peruvian fishing industry had yet to recover from the El Niño Event and management was still working to rehabilitate the local business community's perception of the Peruvian Business in the wake of the appointment of the JPLs.

Shortly before the Sale Milestone, the June 2016 Debtors determined it was necessary to seek emergency relief under chapter 11 of the Bankruptcy Code.

G. FTI ALLEGATIONS

Certain members of FTI (the "**FTI Liquidators**") have been appointed as joint provisional liquidators over a number of the Debtors' affiliates, including Pacific Andes Enterprises (BVI) Limited, Parkmond Group Limited, PARD Trade Limited, Solar Fish Trading Limited, Europaco Limited, Palanga Limited, Zolotaya Orda Limited, Richtown Development Limited, Metro Win Inc Limited, Alatair Limited, and Perun Limited (the "**Liquidation Companies**"). The FTI Liquidators have issued a number of reports (each, an "**FTI Liquidator Report**"). The initial FTI Liquidator Report issued on February 13, 2017 (the "**Initial Liquidator Report**") at the outset of their engagement, expressed concerns that there was a circular flow of funds in relation to certain prepayments made to Russian fish suppliers and stated that the FTI Liquidators could not conclusively prove any connection between the circular flow of funds and the prepayment for fish or payment to suppliers. The Initial Liquidator Report hypothesized that the flow of funds was suspicious and that sales of fish were fictitious. In the Initial Liquidator Report, the FTI Liquidators alleged that these finding could have resulted in a misstatement of financial accounts. Moreover, the Initial Liquidator Report stated that, while taking a view that there were suspicious transactions, the FTI Liquidators were unable to form a definitive view without access to further accounting information.

There have been several additional FTI Liquidator Reports issued since the Initial Liquidator Report. These additional FTI Liquidator Reports have been issued to creditors in the

FTI Liquidators' capacity as liquidators of the Liquidation Companies, all non-Debtor entities within and affiliated with the Pacific Andes Group. The additional FTI Liquidator Reports have continued to build on the broad themes in the Initial Liquidator Report.

The Debtors vehemently dispute all the allegations made in the FTI Liquidator Reports. Further, it is the Debtors' understanding that, in conducting its investigation, the FTI Liquidators have only reviewed a subset of the relevant documents pertaining to the Subject Transactions, which may impact the FTI Liquidators' analysis.

IV.

CHAPTER 11 CASES

A. DEBTORS' PROFESSIONALS

The Debtors (excluding CFG Peru Singapore) have retained the following professionals pursuant to separate orders of the Bankruptcy Court: (i) Weil, Gotshal & Manges LLP ("**Weil**"), as their restructuring counsel;¹⁴ (ii) Kroll, LLC f/k/a Duff & Phelps, LLC ("**Kroll**"), as their financial advisor¹⁵; (iii) RSR Consulting, LLC ("**RSR**"), as restructuring consultant; (iv) Klestadt, Winters, Jureller, Southard & Stevens, LLP ("**Klestadt**"), as conflicts counsel; and (v) Epiq Bankruptcy Solutions, LLC ("**Epiq**"), as claims, noticing, and balloting agent and administrative advisor. The contact information for these professionals is set forth below:

Weil, Gotshal & Manges LLP

767 Fifth Avenue

New York, NY 10153

Attn: Matthew S. Barr, Esq.
Marcia Goldstein, Esq.
Gabriel Morgan, Esq.

Tel: (212) 310-8000

Kroll, LLC

55 East 52nd Street

New York, NY 10055

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¹⁴ On July 19, 2016, the Bankruptcy Court entered an order authorizing the Debtors (other than PARD) to retain and employ the law firm Meyer, Suozzi, English & Klein, P.C. ("**MSEK**") as general bankruptcy counsel *nunc pro tunc* to the Commencement Date [ECF No. 89]. On October 28, 2016, the Bankruptcy Court entered an order authorizing PARD to retain and employ Klestadt as general bankruptcy counsel to PARD [ECF No. 31, Case No. 16-12739]. On April 28, 2017, the Bankruptcy Court entered an order authorizing the Debtors (other than CFG Peru Singapore) to retain and employ Weil as general bankruptcy counsel *nunc pro tunc* to February 15, 2017 [ECF No. 492] (the "**Weil Retention Order**"). Pursuant to the Weil Retention Order, Weil replaced MSEK as general bankruptcy counsel to the Debtors (including PARD but excluding CFG Peru Singapore). On May 4, 2017, the Bankruptcy Court entered an order authorizing Klestadt to transition to the role of conflicts counsel to the Debtors (excluding CFG Peru Singapore) [ECF No. 501].

¹⁵ Kroll, LLC replaced Goldin Associates, LLC effective as of June 18, 2020.

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B. FIRST AND SECOND DAY PLEADINGS

On the Commencement Date, or shortly thereafter, the June 2016 Debtors filed various “first-day” and “second-day” motions seeking certain immediate or expedited relief from the Bankruptcy Court designed to allow the Debtors to continue to operate in chapter 11. The Bankruptcy Court granted substantially all of the relief requested in the first and second day motions (the “**First Day Relief**”) including, among other things:

- Joint administration of the June 2016 Debtors’ Chapter 11 Cases for procedural purposes only [ECF No. 27].
- Entry of an order enforcing and restating the automatic stay and anti-discrimination provisions under section 362, 365(e)(1), and 525 of the Bankruptcy Code [ECF No. 26].
- Authorization for the June 2016 Debtors to maintain use of their cash management system, bank accounts, and business forms [ECF No. 93].
- Extension of the deadline for each of June 2016 Debtors to file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs (the “**Schedules and Statements**”) and their 2015.3 Reports [ECF No. 30].

On September 29, 2016, PARD commenced its voluntary case under chapter 11 of the Bankruptcy Code. Shortly thereafter, PARD filed motions requesting the Bankruptcy Court grant the First Day Relief discussed above to PARD, and the Bankruptcy Court granted such relief.

C. ADDITIONAL DEBTORS

On March 27, 2017, April 17, 2017, May 2, 2017 and September 8, 2021, each of the March 2017 Debtors, the April 2017 Debtors, the May 2017 Debtors and PAE(HK) commenced a voluntary case under chapter 11 of the Bankruptcy Code, respectively.

On March 30, 2017, the Bankruptcy Court entered an order [Case No. 17-10733, ECF No. 12; Case No. 17-10734, ECF No. 12] (the “**Additional Debtors Order**”) directing that all generally applicable orders in the Chapter 11 Cases be made applicable to any entities in the

Pacific Andes Group that filed for chapter 11 under the Bankruptcy Code, including the New Debtors.

Accordingly, pursuant to the Additional Debtors Order, the First Day Relief discussed in Section IV.B is applicable to the New Debtors.

D. APPOINTMENT OF CHAPTER 11 TRUSTEE

On August 9, 2016, the Club Lenders¹⁶ (excluding HSBC) filed an application [ECF No. 57] (the “**Chapter 11 Trustee Application**”) seeking the appointment of a chapter 11 trustee pursuant to section 1104(a)(2) of the Bankruptcy Code.

On October 28, 2016, the Bankruptcy Court overruled the Debtors’ objection and appointed a chapter 11 trustee to CFG Peru Singapore. On November 10, 2016, the Bankruptcy Court entered an order [ECF No. 219] approving the selection of Mr. William A. Brandt, Jr. as the chapter 11 trustee for CFG Peru Singapore.

E. SCHEDULES AND BAR DATES

(a) Schedules and Statements

On July 29, 2016, CFGL, PAIH, CFG Peru Singapore, and Protein Trading filed their Schedules and Statements.

On August 12, 2016, CFGL PL, Fortress Agents, Target Shipping, Super Investments, Ocean Expert, and Smart Group filed their Schedules and Statements.

On August 15, 2016, Growing Management, Champion Maritime, South Pacific, CFIL, Chanery, and N.S Hong filed their Schedules and Statements.

On October 14, 2016, PARD filed its Schedules and Statements. On January 23, 2017, PARD filed amended Schedules and Statements.

On May 10, 2017, the March 2017 Debtors and the April 2017 Debtors filed their Schedules and Statements.

On June 23, 2017, the May 2017 Debtors filed their Schedules and Statements.

On September 15, 2021, PAE (HK) filed its Schedules and Statements.

¹⁶ When the Chapter 11 Trustee Application was originally filed, China CITIC Bank International Limited (“**China CITIC**”) was one of the Club Lender Parties, and represented by DLA Piper LLP (United States) (“**DLA Piper**”). Shortly after the filing of the Chapter 11 Trustee Application, however, DLA Piper withdrew as counsel for China CITIC, who indicated that it did not support the appointment of a chapter 11 trustee. *See* ECF Nos. 76, 138.

(b) *Bar Dates*

On November 25, 2016, the Bankruptcy Court entered an order [ECF No. 253] (the “**June 2016 Debtors Bar Date Order**”), establishing January 13, 2017 at 5:00 p.m. (Eastern Time) as the deadline for each person or entity (including governmental units) to file proofs of claim (“**Proofs of Claim**”) in respect of any prepetition claims against any of the June 2016 Debtors (the “**June 2016 Debtors’ Bar Date**”).

On April 5, 2017, the Bankruptcy Court entered an order [ECF No. 432] (the “**PARD Bar Date Order**”), establishing May 12, 2017 at 5:00 p.m. (Eastern Time) as the deadline for each person or entity (including governmental units) to file Proofs of Claim in respect of any prepetition claims against PARD (the “**PARD Bar Date**”).

On August 3, 2017, the Bankruptcy Court entered an order [ECF No. 686] (the “**New Debtors’ Bar Date Order**” and, together with the June 2016 Debtors’ Bar Date Order and the PARD Bar Date Order, the “**Bar Date Orders**”), establishing (i) October 10, 2017 at 5:00 p.m. (Eastern Time) as the deadline for each person or entity, not including governmental units to file Proofs of Claim in respect of any prepetition claims against any of the New Debtors (the “**New Debtors’ General Bar Date**”) and (ii) October 30, 2017 at 5:00 p.m. (Eastern Time) as the deadline for governmental units to file proofs of claim in respect of any prepetition claims against any of the New Debtors (the “**New Debtors’ Governmental Bar Date**”)(together with the June 2016 Debtors’ Bar Date, the PARD Bar Date, and the New Debtors’ General Bar Date, the “**Bar Dates**”).

To date, a bar date has not yet been set for PAE HK

F. FOREIGN PROCEEDINGS

Collectively, the Debtors and their Non-Debtor Affiliates are incorporated and/or maintained assets or operations in the following jurisdictions: the United States, Bermuda, the Cayman Islands, the British Virgin Islands, Hong Kong, the PRC, Singapore, Peru, Samoa, Cyprus, the United Kingdom, Japan, Spain, Malaysia, Namibia, Mauritius, the Cook Islands, the Netherlands, Norway, and Panama. As a result, in addition to the Debtors in these Chapter 11 Cases, other entities in the Pacific Andes Group are, were, or may become subject to bankruptcy, insolvency, or equivalent proceedings in courts outside of the United States. As of the date hereof, foreign insolvency proceedings have been commenced in the following jurisdictions:

(a) *British Virgin Islands*

On June 30, 2016, a creditor of PARD and its non-Debtor subsidiary Richtown Development Limited (“**Richtown**”), Sahara Investment Group Private Limited (“**Sahara**”), petitioned the High Court of Justice of the British Virgin Islands, Commercial Division (the “**BVI Court**”) for the appointment of provisional liquidators over Richtown [BVIHCM 2016/089]. On that same date, the BVI Court entered an order appointing Stuart MacKellar as a provisional liquidator of Richtown. On October 10, 2016, with authorization from the BVI Court, Sahara withdrew the winding up petition for Richtown. The provisional liquidation process for Richtown was terminated.

On September 26, 2016, Bank of America, N.A. (“**BANA**”) petitioned the BVI Court for the appointment of joint provisional liquidators over non-Debtors (i) Pacific Andes Enterprises (BVI) Limited (“**PAE BVI**”) [BVIHCM 2016/132]; (ii) Parkmond Group Limited (“**Parkmond**”) [BVIHCM 2016/133]; and (iii) PARD Trade Limited (“**PARD Trade**”) [BVIHCM 2016/134]. On October 28, 2016, Rabobank and SCB petitioned the BVI Court for the appointment of joint provisional liquidators over PAE BVI.

On October 31, 2016, the BVI Court appointed Nicholas James Gronow, Joshua Taylor and Ian Morton of FTI as joint provisional liquidators of PAE BVI. On November 1, 2016, the BVI JPLS took corporate governance actions to remove the existing board of directors of Parkmond. On November 18, 2016, the BVI Court granted the winding up petitions for PAE BVI, Parkmond, and PARD Trade and appointed Nicholas James Gronow, Joshua Taylor and Ian Morton of FTI as joint provisional liquidators over PAE BVI, Parkmond, and PARD Trade (the “**BVI JPLs**”).

On December 6, 2016, Glacier Fish Company, a supplier and trade creditor of Europaco Limited (BVI) (“**Europaco**”) petitioned the BVI Court for the appointment of provisional liquidators over Europaco [BVIHCM 2016/0184]. In addition, on January 25, 2017, Maybank petitioned the BVI Court for the appointment of joint provisional liquidators over Europaco. On February 13, 2017, the BVI Court granted the petitions and appointed the BVI JPLs as joint provisional liquidators over Europaco. On March 10, 2017, the BVI JPLs took corporate governance actions to remove the existing board of directors of Europaco and four of its wholly owned subsidiaries: (i) Europaco (AP) Limited; (ii) Europaco (GP) Limited; (iii) Europaco (BP) Limited; and (iv) Europaco (EP) Limited.

On January 23, 2017, the BVI JPLs, in their capacity as JPLs over PAE BVI, issued a statutory demand to Nouvelle [BVIHCM 2017/017]. On February 6, 2017, Nouvelle petitioned the BVI Court to set aside the statutory demand (the “**Demand**”). On March 24, 2017, the BVI Court denied Nouvelle’s request to set aside the Demand (the “**Nouvelle Order**”) and Nouvelle filed an appeal with the Court of Appeal of the Eastern Caribbean Supreme Court (the “**ECSC CoA**”) [BVICA 2017/008]. On March 27, 2017, Nouvelle commenced its voluntary case under chapter 11 of the Bankruptcy Code. On July 3, 2017, the Nouvelle Order was stayed by order of the ECSC CoA pending the outcome of Nouvelle’s chapter 11 case. On April 12, 2017, the BVI JPLs, in their capacity as JPLs of Parkmond, petitioned the BVI Court to appoint JPLs over Richtown. The BVI granted the petition and appointed the BVI JPLS over Richtown [BVIHCM 2017/055]. Subsequently, Richtown filed with the BVI Court an application to set aside the BVI JPLs’ appointment.

On April 13, 2017, the BVI JPLS took corporate governance actions to remove the existing board of directors of certain non-Debtor direct subsidiaries of Richtown: (i) Paco Sigma Limited; (ii) New Millennium Group Holdings Limited; (iii) Fantastic Building Limited; and (iv) Pacos Trading Limited. On June 2, 2017, following a contested evidentiary hearing, the BVI Court declined to grant Richtown’s request to set aside the BVI JPLs’ appointment and ordered the winding up of Richtown.

(b) *Singapore*

On June 30, 2016, PARD and certain of its subsidiaries commenced insolvency proceedings in Singapore contemporaneously with the commencement of the June 2016 Debtors' Chapter 11 Cases (the "**Singapore Proceedings**"). On September 26, 2016, the Singapore Court (the "**Singapore Court**") supervising the Singapore Proceedings held that the Singapore Court had no jurisdiction to restrain creditor actions outside the territorial confines of Singapore and was therefore unable to provide PARD with the global protection it required. The Singapore Court also held that it had no jurisdiction to provide relief to PARD's subsidiaries. Although the Singapore Court expressed its hope that PARD's reorganization would continue under the supervision of the Singapore Court, certain creditors of PARD took immediate actions against PARD by commencing the Bermuda Proceedings (defined below) and applying for the appointment of provisional liquidators over PARD within hours of the Singapore Court's decision. In response to the actions taken by creditors, PARD commenced its voluntary case under chapter 11 of the Bankruptcy Code. Shortly thereafter, PARD withdrew its insolvency proceeding in Singapore.

Separate from the Singapore Proceedings, on July 17, 2017, with the authorization of the Bankruptcy Court [ECF No. 473], the Chapter 11 Trustee filed an *ex parte* application for recognition by the Singapore Court. On July 24, 2017, the Singapore Court entered an order which, among other things, (i) recognized the Chapter 11 Cases of CFG Peru Singapore and the role of the Chapter 11 Trustee and (ii) affirmed the Chapter 11 Trustee's powers with respect to any of CFG Peru Singapore's property and assets located in Singapore.

On 21 September 2021, the Singapore Court granted the application of the CFG Peru Plan Administrator for, *inter alia*, recognition of the CFG Peru Plan Confirmation Order with certain modifications.

(c) *Bermuda*

On September 26, 2016, following the Singapore Court's ruling that it did not have the authority to restrain creditor action outside of Singapore, Maybank petitioned the Bermuda Court (the "**Bermuda Court**") for the appointment of provisional liquidators (the "**Bermuda Proceedings**"). Before Maybank's petition could be heard by the Bermuda Court, PARD commenced its voluntary case under chapter 11 of the Bankruptcy Code. In response to PARD's chapter 11 filing, the Bermuda Court imposed a moratorium on the Bermuda Proceedings. As of the date of the filing of this Disclosure Statement, the moratorium remains in place.

(d) *Peru*

On June 30, 2016, three creditors (the "**Petitioning Creditors**") initiated involuntary insolvency proceedings under the Peruvian General Law of Bankruptcy System (Law No. 278909) with respect to each of the Peruvian Opcos (the "**Involuntary Peruvian Proceedings**"). The Involuntary Peruvian Proceedings were held before the El Instituto de Defensa de la Propiedad Intelectual ("**INDECOPI**"), the administrative and regulatory agency responsible for adjudicating insolvency proceedings in Peru. On that same date, each of the Peruvian Opcos petitioned the Bankruptcy Court for recognition of the Involuntary Peruvian

Proceedings as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code [Case No. 16-11891, ECF No. 1; Case No. 16-11892, ECF No. 1; Case No. 16-11894, ECF No. 1] (the “**Chapter 15 Petitions**”).

On September 30, 2016, each of the Peruvian Opcos commenced voluntary bankruptcy proceedings before INDECOPI (the “**Voluntary Peruvian Proceedings**” and, together with the Involuntary Peruvian Proceedings, the “**Peruvian Insolvency Proceedings**”).

On November 23, 2016, a stipulation by and among the Chapter 11 Trustee and each of the Peruvian Opcos was filed with the Bankruptcy Court [Case No. 16-11914, ECF No. 31] (the “**Chapter 11 Trustee Stipulation**”). Pursuant to the Chapter 11 Trustee Stipulation, the Peruvian Opcos and SFR each agreed to, among other things, (i) satisfy the claims of the Petitioning Creditors and take such other actions as reasonably necessary to provide for a dismissal of the Involuntary Peruvian Proceedings, (ii) withdraw from the Voluntary Peruvian Proceedings, and (iii) upon dismissal of the Peruvian Insolvency Proceedings, withdraw the Chapter 15 Petitions with prejudice.

Shortly after entering into the Chapter 11 Trustee Stipulation, the Peruvian Opcos withdrew the Voluntary Peruvian Proceedings, payments to the Petitioning Creditors were satisfied, and the Involuntary Peruvian Proceedings were dismissed by the INDECOPI. On December 27, 2016, the Bankruptcy Court entered consent orders confirming each of the Peruvian Opcos’ withdrawal of the Chapter 15 Petitions with prejudice [Case No. 16-11891, ECF No. 28; Case No. 16-11892, ECF No. 11; Case No. 11894, ECF No. 11].

(e) *Hong Kong*

As discussed in Section III.E above, on November 25, 2015, HSBC filed the PL HK Application with the Hong Kong Court requesting the appointment of provisional liquidators to Debtors CFGF and CFIL. HSBC also petitioned for the winding up of CFGF and CFIL. The Hong Kong Court appointed three individuals from KPMG as joint provisional liquidators of CFGF and CFIL on an interim basis. A hearing to consider the PL HK Application on a final basis was scheduled for December 4, 2015. On January 5, 2016, the Hong Kong Court dismissed the Hong Kong JPLs. On February 1, 2016, the Hong Kong Court entered an order dismissing the winding up petitions.

On March 17, 2016, DHCJ Kwok SC issued an opinion providing the basis for dismissing the HK JPLs, however, the opinion was not made available to the public because the hearing at which the HK JPLs was *in camera*.

On August 30, 2016, CFGF and CFIL filed summonses in the Hong Kong Court requesting leave to disclose all documents produced in HCCW 367 and 368 of 2015 (*i.e.* the HK winding up proceedings) in overseas proceedings involving CFGF and CFIL and their affiliates (“**Summonses**”). HSBC contested the disclosure of the documents. A hearing to consider the Summonses was scheduled for September 21, 2016. On September 21, 2016, the Hong Kong Court ordered the parties to provide evidence and adjourned the Summonses to December 7, 2016. On October 12, 2016, CFGF and CFIL sought leave to amend the Summonses (“**Amended Summonses**”) by clarifying the categories of documents for which they

sought leave to disclose and the proposed use of the documents. On December 7, 2016, the Hong Kong Court further adjourned the hearing on the Amended Summonses to May 23, 2017 and permitted HSBC to file additional evidence and to indicate which, if any, individuals it wanted to cross-examine at the hearing.

On May 18, 2017, CFGL and CFIL applied to withdraw the Amended Summonses. On May 23, 2017 the Hong Kong Court granted CFGL and CFIL permission to withdraw the Amended Summonses and ordered CFGL and CFIL to pay HSBC's costs in connection with the Amended Summonses. On May 23, 2017, the Hong Kong Court ordered that copies of the documents filed in connection with the Amended Summons not be shared without further order of the Hong Kong Court.

On January 30, 2018, under High Court Miscellaneous Proceedings No. 134 of 2018, in action entitled *William A. Brandt, Jr., The Chapter 11 Trustee of CFG Peru Investments Pte. Limited (Singapore) v. The Hongkong and Shanghai Banking Corporation Limited*, the Trustee issued an *ex parte* originating summons for leave to use the Decision of DHCJ Kwok SC made on January 5, 2016 in HCCW 367 and 368 of 2015 issued by HSBC discharging the joint and provisional liquidators appointed over CFGL and CFGI and Reasons for Decision handed down on March 17, 2016, in the Bankruptcy Cases. By Reasons of Decision dated January 19, 2019 of J. Harris, the Hong Kong Court denied the Trustee's application. The Trustee filed an appeal with the Hong Kong Court of Civil Appeal, No. 515 of 2018. These litigations were resolved under the Trustee's approved settlement with HSBC in the Bankruptcy Court's Order confirming the CFG Peru Plan.

On May 31, 2019, the FTI Liquidators¹⁷, on behalf of certain Liquidation Companies, filed their Statement of Claim before the High Court of the Hong Kong Special Administrative Region, Court of First Instance (the "**Hong Kong Court**") under HCA 688/2019, asserting certain claims against, *inter alia*, the Ng Family Members¹⁸ and certain related entities¹⁹ (the "**Ng Lawsuit**"). The FTI Liquidators have asserted claims against the Ng Family and the Ng Entities, among others, under Hong Kong legal principles based upon the trade finance fraud allegedly perpetrated by the Debtors through the fictitious fishing scheme. These same entities have asserted over 200 similar or same claims against various of the Debtors.

There have been numerous interlocutory proceedings in the Ng Lawsuit. Most significantly, the Ng Family and Ng Entities have succeeded in obtaining (i) an order requiring the FTI Liquidators to lodge in excess of HK\$10 million with the court as security for costs until the close of pleadings with liberty to the Ng Family and Ng Entities to apply for further security; (ii) a consent order requiring the FTI Liquidators to provide substantial further and better particulars in respect of the Statement of Claim; and (iii) a further order requiring the FTI Liquidators to honor

¹⁷ The following individuals (in varying combinations) were appointed as joint official liquidators of the various Liquidation Companies: Nicholas Gronow, Ian Morton, John Ayers and/or Joshua Taylor (collectively, the "Liquidators")

¹⁸ "Ng Family" shall include Ng Joo Siang, Teh Hong Eng, Ng Joo Kwee, Ng Joo Puay, Frank, Ng Puay Yee, Annie, Ng Joo Thieng, and Ng Joo Chuan.

¹⁹ "Ng Entities" shall include Teh Hong Eng Investments Holdings Limited, Harper Group Limited, Kobe Holding Investment Limited, orKato Investments Limited, and Meridian Investment Group Pte Ltd.

their agreement to provide those further particulars, but such order has still not been complied with. In addition, FTI Liquidators sought a *Mareva* injunction against the Ng Family and Ng Entities, seeking to freeze the defendants' assets. However by Decision dated June 16, 2020, the High Court of Hong Kong, Deputy High Court Judge Le Pichon dismissed the application by the FTI Liquidators, finding that after six years of making allegations against Pacific Andes, the FTI Liquidators failed to demonstrate a risk of dissipation of assets and that it is of "considerable significance" that "despite extensive investigations and document disclosure that have taken place and the Investigation Report, the regulatory agencies in Hong Kong and Singapore and the Hong Kong criminal law enforcement agencies, have concluded the investigations without further action being taken against the defendants."

On or about May 10, 2019, the FTI Liquidators, on behalf of certain Liquidation Companies, filed their Statement of Claim before the Hong Kong Court, under HCA 836/2019, asserting certain claims against CFGI in the action pending before the Hong Kong Court under HCA 836/2019 (the "CFGI Lawsuit").

On July 29, 2020, the Hong Kong Court consolidated the CFGI Lawsuit and Ng Lawsuit. The defendants in the Ng Lawsuit filed their defense on April 1, 2021.

By Order of the Bankruptcy Court dated April 12, 2021[ECF No. 2398], a settlement between the Trustee and the Liquidation Companies was approved, including the withdrawal of the CFGI Lawsuit.

(f) *Cayman Islands*

As discussed in section III.F above, on November 27, 2015, HSBC filed the Cayman JPL Application with the Cayman Court requesting the appointment of joint provisional liquidators for CFGL in the Cayman Islands. The Cayman Court declined to consider the Cayman JPL Application on an *ex parte* basis and scheduled an *inter partes* hearing for December 8, 2015. On or around December 8, 2015, the Cayman Court granted the Cayman JPL Application and appointed the Cayman JPLs over CFGL. On January 28, 2016, the Cayman Court dismissed the Cayman JPLs as a result of the January 2016 Undertaking.

(g) *Germany*

Certain of the Debtors' Non-Debtor Affiliates hold a 19% interest in a group of entities commonly referred to as the "Pickenpack Group" (the "**Pickenpack Group**"). The Pickenpack Group consists of Pickenpack Production Lüneburg GmbH ("**Pickenpack Production**"), Pickenpack Europe GmbH ("**Pickenpack Europe**"), Pickenpack Holding Germany GmbH ("**Pickenpack Holding**") and TST The Seafood Traders GmbH ("**TST**"). The Pickenpack Group is involved in insolvency proceedings currently pending in Germany. Friedrich von Kaltenborn-Stachau ("**Kaltenborn-Stachau**") is the appointed Insolvency Administrator of the Pickenpack Group.

G. INTERCOMPANY CLAIMS AND INTERCOMPANY NETTING AGREEMENT

Similar to many corporate families, the Debtors, and their Non-Debtor Affiliates

utilized a centralized cash management system, whereby a single entity conducted most of the cash transactions on behalf of its affiliates, serving much like a bank for the group. Pacific Andes Enterprises (BVI) Limited and CFIL historically served as the “bank” entity for the PARD Group and CFGL Group respectively. Each time Pacific Andes Enterprises (BVI) Limited and/or CFIL received or disbursed funds on behalf of an affiliate, one or more Intercompany Claims was recorded. Additional Intercompany Claims arose from exchanges of goods and services and, at times, from fundraising activity.

These claims accrued over time and, as of the petition date, the books and records of the Debtors and their Non-Debtor Affiliates reflected Intercompany Claims among the members of the CFGL Group aggregating approximately \$6 billion. Both the asset side and the liability side of such Intercompany Claims generally sit within the CFGL Group.

These gross Intercompany Claims create very large liabilities for certain affiliates within the CFGL Group. Although no significant value would leave the group directly on account of the Intercompany Claims, the Intercompany Claims could determine the allocation of value among competing Debtors’ estates. In many instances, large intercompany receivables from affiliates elsewhere in the group would effectively offset these liabilities if funds were to flow through all of the affiliates.

In an action taken to assist the Chapter 11 Trustee’s efforts to sell the equity interests in CFGI (*i.e.*, the Peruvian OpCos), the Debtors agreed to enter into the Intercompany Netting Agreement with CFG Peru. Absent the Intercompany Netting Agreement, the acquirer of CFGI would have to satisfy approximately \$1.6 billion of debt, consisting of third-party direct claims (in excess of \$1.15 billion) and Intercompany Claims owing to the Debtors and their controlled affiliates (“**CFIL Silo**”) (primarily a \$459 million intercompany claim owed to CFIL).

To avoid any negative impact to the Debtors and their creditors from voluntarily agreeing thereto, the Intercompany Netting Agreement was structured to terminate (and any netting performed thereunder undone or adjusted to the extent necessary to not negatively impact recoveries for third-party creditors) under certain conditions, including, *inter alia*, that proceeds from any transaction would be sufficient to pay (a) any claim emerging from the Club Facility and the Senior Notes, (b) Bank of America CFGL Group Facility, and the Standard Chartered CFGL Group Facility and (c) Administrative Claims against CFG Peru and certain Debtors.

In the Intercompany Netting Agreement, the Netted Counterparties are CFIL and CFG Peru, the parent of the Peruvian OpCos. Specifically, all balances owed from an entity in the CFIL Silo to an entity within the Peru Silo are repointed to be owing (a) from such CFIL Silo debtor to CFIL, (b) from CFIL to CFG Peru Singapore and (c) from CFG Peru Singapore to the Peru Silo creditor. The inverse is initially true for balances owed from a Peru Silo entity to a CFIL Silo entity. The Claims arising under the Intercompany Netting Agreement were settled between the Debtors and CFG Peru under the CFG Peru Settlement Agreement (as set forth below in Section IV(H)).

H. CFG PERU PLAN AND CFG PERU SETTLEMENT

On October 28, 2016, the Court issued an order (the “**Trustee Order**”), appointing a Chapter 11 Trustee for CFG Peru Singapore, the direct and indirect holding company for the Peruvian OpCos. [ECF No. 203]. In doing so, the Court found that “[m]ost importantly, however, is that a trustee is in the best position to evaluate the optimal way 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.” *See* Trustee Order, pp. 47-48. In concluding its decision, the Court held that “[i]t will be incumbent upon the appointed trustee, in furtherance of his or her fiduciary duties, without limitation, to assess the highest and best use of those assets in the context of the resolution of these Chapter 11 cases and the means for the Debtors to realize maximum benefit from those assets.” *See Id.*, pp. 48-49.

Following his appointment, the Chapter 11 Trustee took steps to stabilize the Peruvian OpCos in an effort to sell the asset which was identified as the “Crown Jewel” of the Pacific Andes Group. Despite his efforts, the Chapter 11 Trustee was unable to consummate a sale for the established threshold price, which was set at the amount necessary to pay in full all claims held at the Peruvian OpCos including the claims of the Club Facility and the Holders of Senior Notes.

As a result, certain of the creditors of CFG Peru sought to file and effectuate their own plan of reorganization for CFG Peru and its direct and indirect subsidiaries including the Peruvian OpCos. On March 16, 2021, the Creditor Plan Proponents filed their CFG Peru Plan and disclosure statement. The CFG Peru Plan provides for, *inter alia*, the satisfaction of the claims of the Club Facility and Holders of Senior Notes through, *inter alia*, the transfer of 100% of the equity in CFGI, the direct holders of the Peruvian OpCos. The CFG Peru Plan also provided for the satisfaction in full of the Bank of American CFGL Facility Claims and Standard Chartered CFGL Facility Claims. The CFG Peru Plan did not provide for any value of the Peruvian OpCos for distribution to the Debtors, except as set forth in the CFG Peru Settlement.

On June 10, 2021, the Bankruptcy Court entered an Order, which, *inter alia*, confirmed the CFG Peru Plan. [ECF No. 2569].

In addition to confirming the CFG Peru Plan, the CFG Confirmation Order authorized and approved the CFG Peru Settlement between, among others, the Debtors, the Non-Debtor Affiliates, the Ng Family members, and the Creditor Plan Proponents (as defined therein).

The CFG Peru Settlement Agreement provides, among other things, that the CFGL and PARD Group Debtors shall receive at least \$20 million in cash, plus the Holdback Payment, if any, plus the CFG Peru Administrative Expense Settlement Proceeds, in exchange for, *inter alia*, the release of all claims of the Plan Debtors against CFG Peru Singapore and its direct and indirect subsidiaries. The CFG Peru Settlement Agreement, which was approved under Bankruptcy Rule 9019 by the Court in the CFG Peru Confirmation Order [ECF No. 2569], shall

become effective upon the Effective Date of the CFG Peru Plan (as defined therein). A copy of the CFG Peru Settlement Agreement is attached hereto as **Exhibit B**.

Pursuant to Section 1.5 of the CFG Peru Settlement Agreement, the Plan Debtors shall receive the following CFG Peru Settlement Proceeds upon the Restructuring Effective Date of the CFG Peru Plan:

(a) **Initial Payment**: Cash payment of USD \$20,000,000.

(b) **Holdback Payment**: Subject to the terms of the CFG Peru Settlement Agreement, one or more of the CFG Peru Singapore Subsidiaries or NewCo will, on or in connection with the Restructuring Effective Date, transfer Cash in an aggregate amount equal to USD \$5,000,000 (the “**Holdback Amount**”) to the Escrow Account *less* the aggregate amount of Holdback Deductions requested as of the Restructuring Effective Date. Following the Restructuring Effective Date, but prior to the Holdback Distribution Date (as defined in the CFG Peru Settlement Agreement), counsel to the Debtors (as escrow agent under the CFG Peru Settlement) shall, if and when requested by the Creditor Plan Proponents, disburse an amount of Cash to the Creditor Plan Proponents, NewCo, or the CFG Peru Singapore Subsidiaries, (each as defined in the CFG Peru Plan) as applicable, in the amount of the unpaid aggregate Holdback Deductions as of such request. Counsel to the Debtors (as escrow agent under the CFG Peru Settlement) shall, as soon as practicable following the Holdback Distribution Date, disburse an amount of Cash to CFIL equal to the Holdback Amount less the aggregate amount of Holdback Deductions (such amount, the “**Holdback Payment**”); *provided*, that in the event the Holdback Distribution Date occurs prior to the Restructuring Effective Date, the Holdback Payment shall be paid directly by one or more of the CFG Peru Singapore Subsidiaries or NewCo to CFIL on or in connection with the Restructuring Effective Date.

The CFG Peru Settlement Agreement also provides for payment of USD \$6,000,000, to be used to pay certain Allowed Administrative Expense Claims and reimbursements, including approved Professional Fees. *See Id.*, Section 1.4(c). In exchange for the payment, each of the Debtors has agreed to release any and all claims against CFG Peru for such Allowed Administrative Claims.

As the result of a web of intercompany claims within and between, *inter alia*, the CFGL Group and the PARD Group (much of which is resolved by the Intercompany Netting Agreement, as approved by Order of the Bankruptcy Court [ECF No. 1112], the value of the Peruvian OpCos would flow to general unsecured creditors at multiple Plan Debtors. This flow of value would vary based on assumptions as to the valuation of the Peruvian OpCos (as determined under the CFG Peru Plan), the allowance of certain intercompany and related party claims, and the outcome of equitable remedies. The CFG Peru Settlement contemplates the risks of such variables and the proportionate allocation of value under various scenarios. The CFG Peru Settlement Allocation reflects a distribution of value among and between (i) the creditors of the CFG Peru Plan Debtors other than CFGL, (ii) CFGL’s general unsecured creditors, (iii) holders of CFGL Public Equity Interests, and (iv) creditors of the PARD Plan Debtors. The CFG Peru Settlement Allocation was derived based on the values available under the absolute priority rule under the analyzed scenarios and other rights and remedies and was approved under Bankruptcy Rule 9019 in the CFG Peru Confirmation Order.

The CFG Peru Settlement Agreement sets forth the allocation of such Settlement Proceeds as described herein, and the Joint Debtor Plan shall distribute such allocation of value. Specifically, the CFG Peru Settlement Agreement provides for the following allocations in Section 1.5(d) thereof, which are incorporated into the Joint Debtor Plan:

(i) To the extent not paid in connection with the satisfaction of the Intercompany Netting Agreement, an amount equal to the allowed and unpaid professional fees and administrative Claims against the Other Debtors for the benefit of the holders of such professional fees and administrative Claims;

(ii) An amount equal to the lesser of (a) the value of allowed Unsecured Claims against Debtor subsidiaries of CFGL and (b) \$5.1 million for the benefit of holders of allowed Unsecured Claims against Debtor subsidiaries of CFGL;

(iii) An amount equal to the lesser of (a) the value of allowed Unsecured Claims against CFGL and (b) \$1.9 million for the benefit of holders of allowed Unsecured Claims against CFGL; and

(iv) Any remaining amounts (after consideration of items (i) through (iii) above) for the benefit of (a) holders of allowed Unsecured Claims against Super Investment and PARD (70.5% of such amount) and (b) public equity holders of CFGL (29.5% of such amount).

To the extent there are any additional assets, the Joint Debtor Plan shall provide for the liquidation of such assets for distribution to creditors in accordance with the allocation set forth in the Joint Debtor Plan.

The CFG Peru Settlement Proceeds, and any proceeds from the liquidation of the residual assets, shall be distributed under the Joint Debtor Plan (i) to satisfy Allowed Administrative Expense and other priority claims; (ii) to satisfy certain secured claims, and (iii) to satisfy and pay Allowed unsecured Claims and Allowed CFGL Public Interests. The CFG Peru Settlement Agreement sets forth the allocation of such Settlement Proceeds as described herein, and the Joint Debtor Plan shall distribute such allocation of value.

The CFG Peru Settlement Agreement includes certain releases, which were specifically incorporated into the CFG Peru Plan and approved by the CFG Peru Confirmation Order, as follows:²⁰

As of the Effective Date, and except as otherwise specifically provided in the [CFG Peru Plan], in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Settlement Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally,

²⁰ Capitalized terms used in this paragraph, including the language incorporated directly from the CFG Peru Settlement Agreement, shall have the meanings ascribed to such terms in the CFG Peru Settlement Agreement.

irrevocably and forever, released and discharged by each Settlement Releasing Party from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the applicable Settlement Releasing Party, that any Person or Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the applicable Settlement Releasing Party, based on or relating to, or in any manner arising from, in whole or in part: (i) CFG Peru Singapore, Smart Group, the Other Debtors, the Peruvian OpCos, or NewCo (including the capital structure, management, ownership, or operation thereof), any security of CFG Peru Singapore, Smart Group, the Other Debtors, the Peruvian OpCos, or NewCo, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Cause of Action that is treated in the [CFG Peru Plan], the UK Proceeding, and/or the Singapore Scheme, the business or contractual arrangements between any [CFG Peru Plan] Debtor, Other Debtor, Peruvian OpCo, or NewCo, and any Released Party, the assertion or enforcement of rights and remedies against CFG Peru Singapore, Smart Group, the Other Debtors, the Peruvian OpCos, or NewCo, the CFG Peru Singapore, Smart Group, or the Other Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among [CFG Peru Singapore] and any Other Debtor, the formulation, preparation, dissemination, negotiation, entry into, or Filing of, as applicable, the Restructuring Support Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement,²¹ and the [CFG Peru Plan] Supplement; (ii) any contract, instrument, release, or other agreement or document (including providing legal opinion requested by any Person or Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Restructuring Support Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement, and/or the [CFG Peru Plan] Supplement, or the reliance by any Settlement Released Party on the Restructuring Support Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement, the [CFG Peru Plan] Supplement, or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement, or the [CFG Peru Plan] Supplement, before or during the Chapter 11 Cases; (iii) the Chapter 11 Cases, the Restructuring Support Agreement, the Disclosure Statement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement, the [CFG Peru Plan] Supplement, the Filing of the Chapter 11 Cases, any settled

²¹ "Global Settlement Agreement" shall be defined in the revised draft of the CFG Peru Plan to mean the CFG Peru Settlement Agreement.

Claims or Causes of Action, Avoidance Actions, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Restructuring Support Agreement, the Global Settlement Agreement, the [CFG Peru Plan], the UK Proceeding, and/or the Singapore Scheme, including the issuance or distribution of Securities pursuant to the Restructuring Support Agreement, the Global Settlement Agreement, the [CFG Peru Plan], the UK Proceeding Documentation, and/or the Singapore Scheme Documentation, or the distribution of property under the [CFG Peru Plan], the UK Proceeding Documentation, the Singapore Scheme Documentation, or any other related agreement; or (iv) upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date and related to any [CFG Peru Plan] Debtor or Settlement Released Party or any of the foregoing matters, including without limitation, with respect to the settled Claims or Causes of Action and all matters related thereto. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any Person or Entity under the Restructuring Support Agreement, the Global Settlement Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, or any document, instrument, or agreement (including those set forth in the [CFG Peru Plan] Supplement) executed to implement the Restructuring Support Agreement, the Global Settlement Agreement, the [CFG Peru Plan], the UK Proceeding, and the Singapore Scheme; and this release does not waive or release any right, Claim, or Cause of Action (a) in favor of any Settlement Released Party arising under the Restructuring Support Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, the Global Settlement Agreement, or the [CFG Peru Plan] Supplement or (b) as expressly set forth in the Restructuring Support Agreement, the Global Settlement Agreement, the [CFG Peru Plan], the UK Proceeding, the Singapore Scheme, or the [CFG Peru Plan] Supplement.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing release in this Article VIII of the [CFG Peru Plan], which includes by reference each of the related provisions and definitions contained in the [CFG Peru Plan], and, further, shall constitute the Bankruptcy Court's finding that the foregoing release in Article VIII of the [CFG Peru Plan] is: (a) consensual; (b) essential to the Confirmation of the [CFG Peru Plan]; (c) given in exchange for the good and valuable consideration provided by the Settlement Released Parties, including, without limitation, the Settlement Released Parties' contributions to implementing the [CFG Peru Plan]; (d) a good faith settlement and compromise of the Claims and Causes of Action released by the foregoing release in Article VIII of the [CFG Peru Plan]; (e) in the best interests of CFG Peru Singapore, Smart Group, and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Settlement Releasing

Parties asserting any Claim or Cause of Action released pursuant to the foregoing release in Article VIII of the [CFG Peru Plan].

V.

JOINT DEBTOR PLAN

A. INTRODUCTION

This section of the Disclosure Statement summarizes the Joint Debtor Plan, a copy of which is attached hereto as **Exhibit A**. This summary is qualified in its entirety by reference to the provisions of the Joint Debtor Plan; thus, the provisions of the Joint Debtor Plan will control in the event of any discrepancy between this Disclosure Statement and the Joint Debtor Plan.

In general, a chapter 11 plan divides claims and equity interests into separate classes, specifies the property that each class is to receive under the Joint Debtor Plan, and contains other provisions necessary to implement the Joint Debtor Plan.

Under the Bankruptcy Code, “claims” and “equity interests,” rather than “creditors” and “equity holders,” are classified because creditors and equity holders may hold claims and equity interests in more than one class.

Statements as to the rationale underlying the treatment of claims and equity interests under the Joint Debtor Plan are not intended to, and will not, waive, compromise or limit any rights, claims or causes of action in the event objections to classification or treatment are filed or the Joint Debtor Plan is not confirmed.

THE PLAN DEBTORS URGE YOU TO READ THE JOINT DEBTOR PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

B. CLASSIFICATION AND TREATMENTS OF CLAIMS AND INTERESTS UNDER THE PLAN

One of the key concepts under the Bankruptcy Code is that only claims that are “allowed” may receive distributions under a chapter 11 plan. This term is used throughout the Joint Debtor Plan and the descriptions below.

In general, an “allowed” claim or an “allowed” equity interest simply means that the debtor agrees, or in the event of a dispute, that the Bankruptcy Court determines, that the claim or equity interest, and the amount thereof, is in fact a valid obligation of the debtor. Section 502(a) of the Bankruptcy Code provides that a timely filed claim or equity interest is automatically “allowed” unless the debtor or other party in interest objects. However, section 502(b) of the Bankruptcy Code specifies certain claims that may not be “allowed” in bankruptcy even if a proof of claim is filed. These include, but are not limited to, claims that are unenforceable under the governing agreement between a debtor and the claimant or under applicable non-bankruptcy law,

claims for unmatured interest, property tax claims in excess of the debtor's equity in the property, claims for services that exceed their reasonable value, real property lease and employment contract rejection damages in excess of specified amounts, late-filed claims, and contingent claims for contribution and reimbursement. In addition, Bankruptcy Rule 3003(c)(2) prohibits the allowance of any claim or equity interest that either is not listed on the debtor's schedules or is listed as disputed, contingent or unliquidated, if the holder has not filed a proof of claim or equity interest before the established deadline.

The Bankruptcy Code requires, for purposes of treatment and voting, that a chapter 11 plan divide the different claims against, and equity interests in, the debtor into separate classes based upon their legal nature. Claims of a substantially similar legal nature are not necessarily classified together, nor are equity interests of a substantially similar legal nature necessarily classified together. Because an entity may hold multiple claims and/or equity interests which give rise to different legal rights, the "claims" and "equity interests" themselves, rather than their holders, are classified.

Under a chapter 11 plan, the separate classes of claims and equity interests must be designated either as "impaired" (affected by the Joint Debtor Plan) or "unimpaired" (unaffected by the Joint Debtor Plan). If a class of claims is "impaired," the Bankruptcy Code affords certain rights to the holders of such claims, such as the right to vote on the Joint Debtor Plan, and the right to receive, under the chapter 11 plan, no less value than the holder would receive if the debtor were liquidated in a case under chapter 7 of the Bankruptcy Code. Under section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless the Joint Debtor Plan (i) does not alter the legal, equitable, and contractual rights of the holders or (ii) irrespective of the holders' acceleration rights, cures all defaults (other than those arising from the debtor's insolvency, the commencement of the case or nonperformance of a nonmonetary obligation), reinstates the maturity of the claims or interests in the class, compensates the holders for actual damages incurred as a result of their reasonable reliance upon any acceleration rights, and does not otherwise alter their legal, equitable, and contractual rights.

Pursuant to section 1126(f) of the Bankruptcy Code, holders of unimpaired claims or interests are "conclusively presumed" to have accepted the Joint Debtor Plan. Accordingly, their votes are not solicited. Under the Joint Debtor Plan, the following classes are Unimpaired, and therefore, the holders of such Claims are "conclusively presumed" to have voted to accept the Joint Debtor Plan: CFGL: Class 1 (Secured Claims), Class 2: (Priority Tax Claims), Class 3: (Other Priority Claims), Class 4 (CFGL Unsecured Facility Claims); Class 8 (CFGL Intercompany Interests); PARD: Class 1 (PARD Secured Claims), Class 2 (Priority Tax Claims), Class 3: (Other Priority Claims), and Class 16 (Intercompany Interests).

The following classes are Impaired under the Joint Debtor Plan and, therefore, entitled to vote whether to accept or reject the Joint Debtor Plan: (I) CFGL Claims: (a) Holders of CFGL General Unsecured Claims (Class 5); (b) Holders of CFGL Subsidiary General Unsecured Claims (Class 6); (c) Holders of Intercompany Claims (Class 7); Existing CFGL Interests (Class 9); (II) PARD Claims: (e) Holders of Taipei Fubon Term Loan Claims (Class 4); (f) Holders of PARD Bond Claims (Class 5); (g) Holders of CITIC Banking Facilities PARD Claims (Class 6); (h) Holders of Maybank PARD Group Facility Claims (Class 7); (i) Holders of Standard Chartered PARD Group Facility Claims (Class 8); (j) Holders of UOB Banking Facility Claims (Class 9);

(k) Holders of Rabobank PARD Group Facility Claims (Class 10); (l) Holders of Bank of America PARD Group Facility Claims (Class 11); (m) Holders of DBS PARD Group Facility Claims (Class 12); (n) Holders of Sahara Loan Claims (Class 13); (o) Holders of PARD General Unsecured Claims (Class 14); and (p) Holders of Intercompany Claims (Class 15).

Pursuant to section 1126(g) of the Bankruptcy Code, a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests. Under the Joint Debtor Plan, PARD Class 17 (Existing PARD Interests) is Impaired and deemed not to have accepted the Joint Debtor Plan. Accordingly, holders of Existing PARD Interests are not entitled to vote to accept or reject the Joint Debtor Plan.

C. UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests described in the Joint Debtor Plan and are not entitled to vote to accept or reject the Joint Debtor Plan.

(a) *Administrative Expense Claims.*

Administrative Expense Claims are the actual and necessary costs and expenses of administration during the Chapter 11 Cases pursuant to sections 328, 330, 363, 364(c)(1), 365, 503(b) or 507(a)(2) of the Bankruptcy Code.

On the Effective Date, or as soon thereafter as is reasonably practicable, except to the extent that a holder of an Allowed Administrative Expense Claim (other than Fee Claims) agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Administrative Expense Claim, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Except as otherwise provided in the Joint Debtor Plan, requests for payment of Administrative Expense Claims must be Filed with the Bankruptcy Court and served on the Plan Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than any Bar Date applicable to the Administrative Expense Claims. Holders of Administrative Expense Claims that are required to, but do not, File and serve a request for payment of such Administrative Expense Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Plan Debtors, their Non-Debtor Affiliates, or their respective property, and such Administrative Expense Claims shall be deemed released as of the Effective Date. Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Plan Debtors, and the requesting party by the applicable claims' objection deadline.

A significant portion of the Debtors' post-petition expenses, including professional fees, have been advanced by non-Debtor entities including Meridian Investment Group Pte. Ltd. By Order of the Bankruptcy Court, dated August 19, 2016 [ECF No. 93] ("**Cash Management**

Order”), certain Administrative Expense Claims of Non-Debtor Affiliates were capped at the aggregate amount of \$500,000 (the “**Non-Debtor Administrative Cap**”), subject to further order of the Court. The Joint Debtor Plan shall modify the provisions of the Cash Management Order to release the Non-Debtor Administrative Cap.

(b) *Professional Fee and Management Salary Claims*

(a) All Professionals seeking an award by the Bankruptcy Court of Fee Claims (i) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is forty-five (45) days after the Effective Date. The Allowed amounts of such Fee Claims shall be determined by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and any prior order of the Bankruptcy Court.

(b) Accrued and unpaid Allowed Fee Claims and Management Salary Claims²² that are directly attributable to the Plan Debtors shall be paid from (i) first, the CFG Peru Administrative Claim Settlement Proceeds, and (ii) second, the CFG Peru Intercompany Settlement Proceeds. For avoidance of doubt, the Debtors are jointly and severally liable for the Accrued and unpaid Allowed Fee Claims and Management Salary Claims; notwithstanding, the Debtors shall attempt to allocate the Accrued and unpaid Allowed Fee Claims and Management Salary Claims between the CFG Group and PARD Group, on the one hand, and PAIH Group on the other hand.

(c) Except as otherwise specifically provided in this Joint Debtor Plan, from and after the Effective Date, the Plan Administrator, shall pay in Cash the reasonable professional fees and expenses incurred by the Plan Administrator after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. On the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code shall terminate, and the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claims against a Plan Debtor agrees to a less favorable treatment, each holder of any such Allowed Priority Tax Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, cash in an amount equal to such Allowed claim on the Effective Date, or as soon as practicable thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

²² Certain senior management employees/directors were not paid during portions of these Cases. Administrative Expense Claims for unpaid management salaries shall be capped at \$1 million in the aggregate.

D. CLASSIFICATION OF CLAIMS AND INTERESTS

As set forth in Section 4 of the Joint Debtor Plan, the classification of Claims and Interests in the Joint Debtor Plan will apply separately to each of the Plan Debtors. All of the potential classes for the Plan Debtors are set forth in the Joint Debtor Plan. Certain of the Plan Debtors may not have holders of Claims or Interests in a particular Class or Classes. The Classes will be treated as set forth in Section 5 of the Joint Debtor Plan.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Joint Debtor Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Joint Debtor Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

The Joint Debtor Plan (including Sections 3, 4 and 5 of the Joint Debtor Plan) groups the Plan Debtors together solely for the purpose of describing treatment under the Joint Debtor Plan, confirmation of the Joint Debtor Plan, and distributions to be made in respect of Claims against and Interests in the Plan Debtors under the Joint Debtor Plan. Such groupings shall not affect each Plan Debtors' status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Joint Debtor Plan, all Plan Debtors shall continue to exist as separate legal entities.

The following table designates the Classes of Claims against and Interests in each of the Plan Debtors and specifies which of those Classes are (i) Impaired or Unimpaired by the Joint Debtor Plan, (ii) entitled to vote to accept or reject the Joint Debtor Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to reject the Joint Debtor Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Section 3 of the Joint Debtor Plan. All of the potential Classes for the Plan Debtors are set forth in the Joint Debtor Plan. Certain of the Plan Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Section 5 of the Joint Debtor Plan.

CFGL Plan Debtors' Classification:

Class	Designation	Treatment	Entitled to Vote
1	CFGL Secured Claims	Unimpaired	No (deemed to accept)
2	Priority Tax Claims	Unimpaired	No (deemed to accept)
3	Other Priority Claims	Unimpaired	No (deemed to accept)
4	CFGL Unsecured Facilities Claims	Unimpaired	No (deemed to accept)
5	CFGL General Unsecured Claims	Impaired	Yes
6	CFGL Subsidiary General Unsecured Claims	Impaired	Yes
7	Intercompany Claims	Impaired	Yes
8	CFGL Intercompany Interests	Unimpaired	No (deemed to accept)
9	Existing CFGL Interests	Impaired	Yes

PARD Group Classification:

Class	Designation	Treatment	Entitled to Vote
1	PARD Secured Claims	Unimpaired	No (deemed to accept)
2	Priority Tax Claims	Unimpaired	No (deemed to accept)
3	Other Priority Claims	Unimpaired	No (deemed to accept)
4	Taipei Fubon Term Loan Claims	Impaired	Yes
5	PARD Bond Claims	Impaired	Yes
6	CITIC Banking Facilities PARD Claims	Impaired	Yes
7	Maybank PARD Group Facility Claims	Impaired	Yes
8	Standard Chartered PARD Group Facility Claims	Impaired	Yes
9	UOB Banking Facility Claims	Impaired	Yes
10	Rabobank PARD Group Facility Claims	Impaired	Yes
11	Bank of America PARD Group Facility Claims	Impaired	Yes
12	DBS PARD Group Facility Claims	Impaired	Yes
13	Sahara Loan Claims	Impaired	Yes
14	PARD General Claims	Impaired	Yes
15	Intercompany Claims	Impaired	Yes
16	PARD Intercompany Interests	Unimpaired	No (deemed to accept)
17	Existing PARD Interests	Impaired	No (deemed to reject)

E. TREATMENT OF CLAIMS AND INTERESTS – CFGL PLAN DEBTORS

1. *Class 1: CFGL Secured Claims.*

(a) *Classification:* Class 1 consists of Secured Claims against any of the CFGL Plan Debtors. To the extent that Secured Claims are secured by different Collateral or different interests in the same Collateral, such Claims shall be treated as separate subclasses of Class 1. The Plan Debtors believe the aggregate amount of CFGL Secured Claims is \$0,

(b) *Treatment:* Except to the extent that a holder of an Allowed CFGL Secured Claim agrees to less favorable treatment, each holder of an Allowed CFGL Secured Claim shall receive, at the election of the CFGL Plan Debtors and the PARD Plan Debtors, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Allowed CFGL Secured Claim either (i) payment in full in cash on the Effective Date, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 1 is Unimpaired, and the holders of CFGL Secured Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of CFGL Secured Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

2. ***Class 2: Priority Tax Claims.***

(a) *Classification:* Class 2 consists of Priority Tax Claims. The Plan Debtors believe the aggregate amount of Priority Tax Claims is \$0.

(b) *Treatment:* Except to the extent that a holder of an Allowed Priority Tax Claim against any of the CFGL Plan Debtors agrees to less favorable treatment, each holder of any such Allowed Priority Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Priority Tax Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Priority Tax Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 2 is Unimpaired, and the holders of Priority Tax Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Priority Tax Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

3. ***Class 3: Other Priority Claims.***

(a) *Classification:* Class 3 consists of Other Priority Claims. The Plan Debtors believe the aggregate amount of Other Priority Claims is \$0.

(b) *Treatment:* Except to the extent that a holder of an Allowed Other Priority Claim against any of the CFGL Plan Debtors agrees to less favorable treatment, each holder of any such Allowed Other Priority Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Other Priority Claim, Cash in an amount equal to such Allowed claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 3 is Unimpaired, and the holders of Other Priority Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

4. ***Class 4: CFGL Unsecured Facilities Claims.***

(a) *Classification:* Class 4 consists of all CFGL Unsecured Facilities Claims against any of the CFGL Plan Debtors.

(b) *Treatment:* The CFGL Unsecured Facilities Claims have been satisfied, released, waived or otherwise resolved pursuant to the CFG Peru Plan and CFG Peru Settlement Agreement. As such, holders of Allowed CFGL Unsecured Facilities Claims shall not be entitled to any recovery under the Joint Debtor Plan.

(c) *Impairment and Voting:* Class 4 is Unimpaired, and the holders of Allowed CFGL Unsecured Facilities Claim are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Allowed CFGL Unsecured Facilities Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

5. ***Class 5: CFGL General Unsecured Claims.***

(a) *Classification:* Class 5 consists of CFGL General Unsecured Claims against any of the CFGL Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed CFGL General Unsecured Claim (including tax claims, trade claims and contract rejection damages claims) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, *Pro Rata* share of the CFGL GUC Distribution Pool.

(c) *Impairment and Voting:* Class 5 is Impaired, and the holders of Allowed CFGL General Unsecured Claims are entitled to vote on the Joint Debtor Plan.

6. ***Class 6: CFGL Subsidiary General Unsecured Claims.***

(a) *Classification:* Class 6 consists of CFGL Subsidiary General Unsecured Claims against any of the CFGL Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of CFGL Subsidiary General Unsecured Claim (including tax claims, trade claims and contract rejection damages claims) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, *Pro Rata* share of the CFGL Subsidiary Distribution Pool.

(c) *Impairment and Voting:* Class 6 is Impaired, and the holders of Allowed CFGL Subsidiary General Unsecured Claims are entitled to vote on the Joint Debtor Plan.

7. ***Class 7: Intercompany Claims.***

(a) *Classification:* Class 7 consists of Intercompany Claims against any of the CFGL Plan Debtors.

(b) *Treatment:* Distributions under the Joint Debtor Plan shall give effect to each Intercompany Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Intercompany Claim, without the need for payment in cash by any Debtor.

(c) *Impairment and Voting:* Class 7 is Impaired, and the Holders of Intercompany Claims are entitled to vote on the Joint Debtor Plan.

8. ***Class 8: CFGL Intercompany Interests.***

(a) *Classification:* Class 8 consists of CFGL Intercompany Interests.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, all Allowed CFGL Intercompany Interests shall be Reinstated subject to the terms of Section 7.6(c) of the Joint Debtor Plan.

(c) *Impairment and Voting:* Class 8 is Unimpaired, and the holders of Allowed CFGL Intercompany Interests are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of CFGL Intercompany Interests are not entitled to vote to accept or reject the Joint Debtor Plan.

9. ***Class 9: Existing CFGL Interests.***

(a) *Classification:* Class 9 consists of Existing CFGL Interests.

(b) *Treatment:* On the Effective Date, Existing CFGL Interests shall be Reinstated subject to Section 7.6(a) of the Joint Debtor Plan. Each Holder of Existing CFGL Public Interests shall receive its Pro Rata Share of 29.5% of the CFGL Equity Distribution Pool. Each holder of an Existing CFGL Interests that is not an Existing CFGL Public Interest shall receive no distribution on account of such Existing CFGL Interests (as such distribution has already been reflected in the allocation of value in this Joint Debtor Plan). For the avoidance of doubt, each of the CFGL Plan Debtors will continue to exist as a legal entity after the Effective Date for the purposes of effectuating the Joint Debtor Plan and a voluntary liquidation in the Cayman Islands consistent with the Joint Debtor Plan and applicable foreign law.

(c) *Impairment and Voting:* Class 9 is Impaired, and the holders of the Allowed Existing CFGL Interests are entitled to vote on this Joint Debtor Plan.

TREATMENT OF CLAIMS AND INTERESTS – PARD PLAN DEBTORS

10. ***Class 1: PARD Secured Claims.***

(a) *Classification:* Class 1 consists of PARD Secured Claims against any of the PARD Plan Debtors. To the extent that PARD Secured Claims are secured by different Collateral or different interests in the same Collateral, such Claims shall be treated as separate subclasses of Class 1. The Plan Debtors believe the aggregate amount of PARD Secured Claims is \$0.

(b) *Treatment:* Except to the extent that a holder of an Allowed PARD Secured Claim agrees to less favorable treatment, each holder of an Allowed PARD Secured Claim shall receive, at the election of the Plan Debtors, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Allowed PARD Secured Claim either (i) payment in full in cash on the Effective Date, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 1 is Unimpaired, and the holders of PARD Secured Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of PARD Secured Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

11. ***Class 2: Priority Tax Claims.***

(a) *Classification:* Class 2 consists of Priority Tax Claims against any of the PARD Plan Debtors. The Plan Debtors believe the aggregate amount of Priority Tax Claims is \$0.

(b) *Treatment:* Except to the extent that a holder of an Allowed Priority Tax Claim against any of the PARD Debtors agrees to less favorable treatment, each holder of any such Allowed Priority Tax Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim, payable on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 2 is Unimpaired, and the holders of Priority Tax Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Priority Tax Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

12. ***Class 3: Other Priority Claims.***

(a) *Classification:* Class 3 consists of Other Priority Claims against any of the PARD Plan Debtors. The Plan Debtors believe the aggregate amount of Other Priority Claims is \$0.

(b) *Treatment:* Except to the extent that a holder of an Allowed Other Priority Claim against any of the PARD Debtors agrees to less favorable treatment, each holder of any such Allowed Other Priority Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, payable on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon as reasonably practical thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Impairment and Voting:* Class 3 is Unimpaired, and the holders of Other Priority Claims are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Joint Debtor Plan.

13. ***Class 4: Taipei Fubon Term Loan Claims.***

(a) *Classification:* Class 4 consists of Taipei Fubon Term Loan Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed Taipei Fubon Term Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the Super Investment Distribution Pool.

(c) *Impairment and Voting:* Class 4 is Impaired, and the holders of Allowed Taipei Fubon Term Loan Claims are entitled to vote on the Joint Debtor Plan.

14. ***Class 5: PARD Bond Claims.***

(a) *Classification:* Class 5 consists of PARD Bond Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed PARD Bond Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 5 is Impaired, and the holders of Allowed PARD Bond Claims are entitled to vote on the Joint Debtor Plan.

15. ***Class 6: CITIC Banking Facilities PARD Claims.***

(a) *Classification:* Class 6 consists of CITIC Banking Facilities PARD Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed CITIC Banking Facility PARD Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 6 is Impaired, and the holders of Allowed CITIC Banking Facility PARD Claims are entitled to vote on the Joint Debtor Plan.

16. ***Class 7: Maybank PARD Group Facility Claims.***

(a) *Classification:* Class 7 consists of Maybank PARD Group Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed Maybank PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 7 is Impaired, and the holders of Allowed Maybank PARD Group Facility Claims are entitled to vote on the Joint Debtor Plan.

17. ***Class 8: Standard Chartered PARD Group Facility Claims.***

(a) *Classification:* Class 8 consists of Standard Chartered PARD Group Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed Standard Chartered PARD Group Facility Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 8 is Impaired, and the holders of Allowed Standard Chartered PARD Group Facility Claims are entitled to vote on the Joint Debtor Plan.

18. ***Class 9: UOB Banking Facility Claims.***

(a) *Classification:* Class 9 consists of UOB Banking Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed UOB Banking Facilities Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 9 is Impaired, and the holders of Allowed UOB Banking Facility Claims are entitled to vote on the Joint Debtor Plan.

19. ***Class 10: Rabobank PARD Group Facility Claims.***

(a) *Classification:* Class 10 consists of Rabobank PARD Group Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment:* On the Effective Date, each holder of an Allowed Rabobank PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting:* Class 10 is Impaired, and the holders of Allowed Rabobank PARD Group Facility Claims are entitled to vote on the Joint Debtor Plan.

20. ***Class 11: Bank of America PARD Group Facility Claims.***

(a) *Classification:* Class 11 consists of Bank of America PARD Group Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment*: On the Effective Date, each holder of an Allowed Bank of American PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting*: Class 11 is Impaired, and the holders of Allowed Bank of America PARD Group Facility Claims are entitled to vote on the Joint Debtor Plan.

21. ***Class 12: DBS PARD Group Facility Claims.***

(a) *Classification*: Class 12 consists of DBS PARD Group Facility Claims against any of the PARD Plan Debtors.

(b) *Treatment*: On the Effective Date, each holder of an Allowed DBS PARD Group Facility Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting*: Class 12 is Impaired, and the holders of Allowed DBS PARD Group Facility Claims are entitled to vote on the Joint Debtor Plan.

22. ***Class 13: Sahara Loan Claims.***

(a) *Classification*: Class 13 consists of Sahara Loan Claims against any of the PARD Plan Debtors.

(b) *Treatment*: On the Effective Date, each holder of an Allowed Sahara Loan Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting*: Class 13 is Impaired, and the holders of Allowed Sahara Loan Claims are entitled to vote on the Joint Debtor Plan.

23. ***Class 14: PARD General Unsecured Claims.***

(a) *Classification*: Class 14 consists of PARD General Unsecured Claims against any of the PARD Plan Debtors.

(b) *Treatment*: On the Effective Date, each holder of an Allowed PARD General Unsecured Claims shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such claim, its *Pro Rata* share of the PARD Distribution Pool.

(c) *Impairment and Voting*: Class 14 is Impaired, and the holders of Allowed PARD General Unsecured Claims are entitled to vote on the Joint Debtor Plan.

24. ***Class 15: Intercompany Claims.***

(a) *Classification:* Class 15 consists of Intercompany Claims against any of the PARD Plan Debtors.

(b) *Treatment:* Distributions under the Joint Debtor Plan shall give effect to each Intercompany Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for each Intercompany Claim, without the need for payment in cash by any Debtor.

(c) *Impairment and Voting:* Class 15 is Impaired, and holders of Intercompany Claims are entitled to vote on the Joint Debtor Plan.

25. ***Class 16: PARD Intercompany Interests.***

(a) *Classification:* Class 16 consists of PARD Intercompany Interests.

(b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, all Allowed PARD Intercompany Interests shall be Reinstated subject to the terms of Section 7.6(c) of the Joint Debtor Plan.

(c) *Impairment and Voting:* Class 16 is Unimpaired, and the holders of Allowed PARD Intercompany Interests are conclusively presumed to have accepted the Joint Debtor Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of PARD Intercompany Interests are not entitled to vote to accept or reject the Joint Debtor Plan.

26. ***Class 17: Existing PARD Interests.***

(a) *Classification:* Class 17 consists of Existing PARD Interests.

(b) *Treatment:* On the Effective Date, Existing PARD Interests shall be Reinstated subject to Section 7.6(a) of the Joint Debtor Plan, and each holder of an Existing PARD Interests shall receive no distribution on account of such Existing PARD Interests. For the avoidance of doubt, each of the PARD Plan Debtors will continue to exist as a legal entity after the Effective Date for the purposes of effectuating the Joint Debtor Plan and a voluntary liquidation in Bermuda consistent with the Joint Debtor Plan and applicable foreign law.

(c) *Impairment and Voting:* Class 17 is Impaired, and the holders of the Allowed Existing PARD Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. The holders of Existing PARD Interests are not entitled to vote to accept or reject this Plan.

F. MEANS FOR IMPLEMENTATION

1. ***CFG Peru Settlement.***

The CFG Peru Settlement Agreement provides, among other things, that the CFGL and PARD Group Debtors shall receive at least \$20 million, plus the Holdback Payment, if any,

in cash, plus the CFG Peru Administrative Expense Settlement Proceeds for the payment of other administrative expenses and reimbursements, in exchange for, *inter alia*, the release of all claims of the Plan Debtors against CFG Peru Singapore and its direct and indirect subsidiaries. The CFG Peru Settlement Agreement, which was approved under Bankruptcy Rule 9019 by the Court in the CFG Peru Confirmation Order, shall become effective upon the Restructuring Effective Date of the CFG Peru Plan (as defined therein).

2. ***Plan Administrator.***

The Joint Debtor Plan shall be implemented through the appointment of a Plan Administrator, pursuant to the Plan Administrator Agreement.

(a) *Appointment of the Plan Administrator.* The Plan Administrator shall be selected by the Plan Debtors, in their sole discretion, and shall be identified prior to the Effective Date. For the avoidance of doubt, the Plan Debtors, all holders of Allowed Claims and Interests, and the Plan Administrator shall be bound by the terms of the Plan Administrator Agreement.

(b) *Plan Administrator Agreement.* The Plan Administrator Agreement shall be executed and delivered by each of the Plan Debtors and the Plan Administrator.

(c) *Powers and Duties.* As of the Effective Date, in addition to any other powers described in this Plan and the Plan Administrator Agreement, the powers and duties of the Plan Administrator shall consist of the following:

- i. To take all corporate actions consistent with the Joint Debtor Plan and foreign law to effectuate the Joint Debtor Plan and liquidate the Joint Plan Debtors and their non-Debtor Affiliates;
- ii. To make Distributions on account of all Allowed Claims, consistent with the terms of the Joint Debtor Plan;
- iii. To retain persons and professionals to assist in carrying out the powers and duties enumerated pursuant to the Joint Debtor Plan and/or Plan Administrator Agreement, including without limitation, the Disbursing Agent;
- iv. To retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Retained Causes of Action held by the Plan Debtors prior to the Effective Date
- v. To enter into contracts as necessary to assist in carrying out the powers and duties enumerated pursuant to the Joint Debtor Plan and/or Plan Administrator Agreement;
- vi. To pay expenses incurred in carrying out the powers and duties enumerated in pursuant to the Joint Debtor Plan and/or Plan Administrator Agreement, including professional fees incurred after the Effective Date;

- vii. To open and maintain bank accounts and deposit funds and draw checks and make disbursements in accordance with the Joint Debtor Plan and/or Plan Administrator Agreement;
- viii. Take such actions as are necessary to implement the reorganization of the Plan Debtors' corporate structure, including by taking such action pursuant to or as permitted by applicable law to dilute, cancel, or otherwise eliminate the Existing Interests and Intercompany Interests of the Plan Debtors and give effect to the terms of the Joint Debtor Plan
- ix. To effectuate any of the applicable provisions in the Joint Debtor Plan and the Plan Administrator Agreement; and
- x. At the appropriate time, to ask the Bankruptcy Court to enter the final decree.

(d) *Exculpation, Indemnification, Insurance and Liability Limitation.* The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Plan Debtors or as otherwise agreed by the Plan Administrator and any other Entity. The Plan Administrator may obtain, at the expense of the Plan Debtors, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Plan Debtors. The Plan Administrator may rely upon written information generate by the Plan Debtors.

3. ***Voluntary Liquidation of Plan Debtors and Non-Debtor Affiliates.***

After the Effective Date of the Joint Debtor Plan and upon completion of all distributions under the Joint Debtor Plan, the Plan Administrator will be *authorized and directed* to take all corporate actions consistent with the Joint Debtor Plan and foreign laws to effectuate the Joint Debtor Plan and liquidate the Plan Debtors. As set forth in this Section F.3, it is contemplated that this shall include the commencement of a voluntary liquidation under laws of the Cayman Islands (as relates to CFGL) and the laws of Bermuda (as relates to PARD), where each of the entities were incorporated and registered. Further, as a result of both CFGL and PARD being listed on the Mainboard of the Singapore Exchange Securities Trading Limited ("SGX-ST"), any voluntary liquidation will require compliance with the SGX-ST Listing Requirements in Singapore. At the time of the voluntary liquidation, it is intended that both CFGL and PARD will have no remaining assets. Under the Voluntary Liquidation, the Existing Interests and Intercompany Interests shall be fully extinguished.

In compliance herewith, the Plan Administrator shall be authorized and directed to prepare, apply for, commence, facilitate, prosecute, and otherwise support the respective voluntary liquidations of CFGL and PARD, and any necessary actions under the SGX-ST Listing Manual in Singapore, which actions may include (1) the execution and delivery of appropriate agreements, instruments, resolutions, or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation on terms in all respect consistent with the terms of the

Joint Debtor Plan; (2) the filing of and/or making appropriate amendments to appropriate certificates or constitution and/or memorandum and articles of incorporation and/or association, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (1), pursuant to applicable law; (3) the consent and approval of any Plan Debtor, including any necessary approval by any Plan Debtor in its capacity as a shareholder of another Plan Debtor to effectuate the voluntary liquidation or other liquidation; (4) pursuit of approval of any necessary governmental entity; (5) the execution and delivery of appropriate agreements, instruments, resolutions, or other documents necessary for the Plan Debtors or any non-Debtor Affiliates thereof, necessary or appropriate to facilitate or give full effect to the voluntary liquidation or other liquidation under applicable foreign laws; (6) to issue, execute, and deliver such resolutions, instruments or other documents and to perform any corporate action in the name of the Plan Debtors, to effectuate the transactions contemplated under the Joint Debtor Plan with respect to the voluntary liquidation of the Plan Debtors under applicable foreign laws.

4. *Compromise and Settlement of Claims, Interests, and Controversies.*

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Joint Debtor Plan or applicable law, the provisions of the Joint Debtor Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Claim or Interest against or in any Person in the Plan Debtors or their Non-Debtor Affiliates or their assets (whether or not such entities are Plan Debtors) or any distribution to be made on account of any such Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is binding and is in the best interests of the Plan Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Joint Debtor Plan pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice or action, order or approval of the Bankruptcy Court, the Plan Debtors and, after the Effective Date, the Plan Administrator, may compromise and settle Claims against the Plan Debtors, and Retained Causes of Action against other Persons.

5. *Corporate Governance Actions.*

On the Effective Date, the Plan Debtors or the Plan Administrator, as applicable, are authorized to execute, deliver, and enter into or cause to be executed, delivered, and entered into, and shall execute, deliver, and enter into or cause to be executed, delivered, and entered into, all plan-related documents, and any related documents, agreements, instruments, or certificates, without the need for any further corporate, partnership, limited liability company, or shareholder action.

6. *Cancellation of Certain Existing Agreements.*

Except as expressly provided herein, on the Effective Date, all loans, notes, instruments, certificates, and other documents evidencing debt of or Interests in the Plan Debtors and all options and other entitlements to purchase and/or receive Existing CFGL Interests or Existing PARD Interests, shall be deemed surrendered and cancelled and obligations of the Plan Debtors thereunder shall be discharged; *provided, however* that any surrender and/or cancellation of the notes, instruments and certificates evidencing debt of, or Interests in, the Plan Debtors shall only be with respect to the Plan Debtors, and their Non-Debtor Affiliates in the CFGL Group or PARD Group and shall not alter the rights or obligations of any parties other than the Plan Debtors and their Non-Debtor Affiliates in the CFGL Group and the PARD Group vis-à-vis one another with respect to such agreements.

7. *Release of Liens.*

Except as otherwise provided in the Joint Debtor Plan or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with, or created pursuant to, the Joint Debtor Plan, upon the full payment or other satisfaction with respect to the applicable Claims made pursuant to the Joint Debtor Plan, all mortgages, deeds of trust, Liens, Claims, pledges, or other security interests in or against the property of the Estates shall be fully released, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person. Any Person holding such Liens, Claims, or Interests will, if necessary, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Plan Administrator such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Plan Administrator and shall incur no liability to any Person in connection with its execution and delivery of any such instruments.

8. *Preservation of Rights of Action; Resulting Claim Treatment*

(a) As otherwise provided in the Joint Debtor Plan, the Confirmation Order, or the Joint Debtor Plan Supplement, and in accordance with section 1123(b) of the Bankruptcy Code, on the Effective Date, all of the Retained Causes of Action shall vest in the Plan Administrator. The Plan Administrator, on behalf of each Plan Debtor, shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all such Retained Causes of Action. For the avoidance of doubt, in accordance with Section 7.2 of the Joint Debtor Plan, the Plan Administrator shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Retained Causes of Action held by the Plan Debtors prior to the Effective Date.

(b) On the Effective Date, the Plan Debtors and the Estates shall preserve and transfer the Retained Causes of Action to the Plan Administrator, with good, clean title to such property, free and clear of all liens, charges, Claims, encumbrances, and interests, to be pursued, pursuant to the Plan Administrator Agreement, for the benefit of holders of the Allowed Claims against the Plan Debtors. On the Effective Date, in accordance with section 1141 of the Bankruptcy Code, all of the Retained Causes of Action, as well as the rights and powers of

the Debtors' Estates applicable to the Retained Causes of Action, shall automatically vest in the Plan Administrator, for the benefit of the holders of Allowed Claims against the Plan Debtors. The Plan Administrator shall be solely responsible for prosecuting the Retained Causes of Action and distributing the proceeds thereof in accordance with the Joint Debtor Plan and the Plan Administrator Agreement.

(c) The Plan Administrator shall, subject to the terms of the Plan Administrator Agreement, have full power, authority, and standing to prosecute, compromise, or otherwise resolve the Retained Causes of Action. The Plan Administrator, pursuant to the Plan Administrator Agreement, shall be authorized to exercise and perform all rights and powers held by the Estates with respect to the Retained Causes of Action, including, without limitation, the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting (with respect to the Retained Causes of Action) in the capacity of a bankruptcy trustee, receiver, liquidator, conservator, rehabilitator, creditors' committee, representative appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, or any similar official who has been appointed to take control of, supervise, manage or liquidate the Estates, to provide for the prosecution, settlement, adjustment, retention, and enforcement of the Retained Causes of Action.. The Plan Debtors and Plan Administrator shall not be subject to any counterclaims with respect to the Retained Causes of Action.

9. *Corporate Action.*

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Joint Debtor Plan and entry of the Confirmation Order, all actions pursuant to, in contemplation of, or in connection with the Joint Debtor Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Plan Debtors, or any other Person. All matters provided for in the Joint Debtor Plan involving the corporate structure of the Plan Debtors and their Non-Debtor Affiliates in the CFGF Group and the PARD Group, and any corporate action required by the Plan Debtors and their Non-Debtor Affiliates in the CFGF Group or PARD Group in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Plan Debtors or any other Person.

10. *Withholding and Reporting Requirements.*

(a) *Withholding Rights.* In connection with the Joint Debtor Plan and all instruments issued in connection therewith and distributed thereon, the Plan Administrator shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions pursuant to the Joint Debtor Plan and all related agreements shall be subject to any such withholding or reporting requirements.

(b) Notwithstanding the above, each holder of an Allowed Claim or Interest or any other Person that receives a distribution pursuant to the Joint Debtor Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. The Plan Administrator shall have the right, but not the obligation, to not make a distribution until such holder has made

arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(c) *Forms.* Any party entitled to receive any property as an issuance or distribution under the Joint Debtor Plan shall, upon request, deliver to the Plan Administrator, as applicable, an appropriate Form W-9 or (if the payee is a foreign Person) W-8 series form, unless such Person is exempt under the tax code and so notifies the Plan Administrator. If such request is made by the Plan Administrator and the holder fails to comply before the date that is one hundred eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the Plan Debtors and any Claim in respect of such distribution shall be discharged and forever barred from assertion against any Plan Debtor and its respective property. Such holder agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update its W-8 series or W-9, as applicable.

11. *Exemption From Certain Transfer Taxes.*

To the extent applicable and to the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation sale by any Plan Debtor, or any transfer from any Person pursuant to, in contemplation of, or in connection with the Joint Debtor Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Plan Debtors; or (ii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Joint Debtor Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Joint Debtor Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

12. *Effectuating Documents; Further Transactions.*

Prior to and after the Effective Date, the Plan Debtors and their Non-Debtor Affiliates and the officers and members of the boards of directors thereof, and after the Effective Date, the Plan Administrator are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take any and all actions as may be necessary or appropriate to effectuate, implement, carry out, or further evidence the terms of the Joint Debtor Plan, or to otherwise comply with applicable law, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Joint Debtor Plan.

13. *Severability.*

Notwithstanding the combination of separate plans of reorganization for the Plan Debtors set forth in this Plan for purposes of economy and efficiency, this Plan constitutes a

separate chapter 11 plan for each of the Plan Debtors. If the Bankruptcy Court does not confirm this Plan with respect to one or more of the Plan Debtors, it may still, with the consent of the Plan Debtors, confirm this Plan with respect to any other Plan Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

G. DISTRIBUTIONS

(a) *Distributions Generally*

The Disbursing Agent shall make all distributions to the appropriate holders of Allowed Claims and Interests in accordance with the terms of the Joint Debtor Plan.

(b) *Post-petition Interest*

Except as otherwise specifically provided for in the Joint Debtor Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, post-petition interest shall not accrue or be paid on any Claims against a Plan Debtor, and no holder of a Claim against a Plan Debtor shall be entitled to interest accruing on such Claim on or after the Petition Date.

(c) *Distribution Record Date*

Except with respect to publicly traded securities, as of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Plan Debtors or their respective agents, shall be deemed closed, and there shall be no further changes in the record of holders of any of the Claims or Interests. The Plan Debtors or the Plan Administrator shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure Obligations or disputes over any Cure Obligations, neither the Plan Debtors, the Plan Administrator, nor the Disbursing Agent shall have any obligation to recognize any party other than the non-Joint Plan Debtor party to the applicable Executory Contract or Unexpired Lease, even if such non-Joint Plan Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Obligation.

(d) *Date of Distributions*

Except as otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is practicable; *provided*, that the Disbursing Agent, may implement periodic distribution dates to the extent they determine them to be appropriate. In the event that any payment or act under the Joint Debtor Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day.

The Disbursing Agent shall reserve an amount sufficient to pay holders of Disputed Claims the amount such holders would be entitled to receive under the Joint Debtor Plan if such

Claims were to become Allowed Claims. In the event the holders of Allowed Claims have not received payment in the amount such holders would be entitled to receive under the Joint Debtor Plan on account of their Claims after the resolution of all Disputed Claims, then the Disbursing Agent shall make a final distribution to all holders of such Allowed Claims.

(e) *Disbursing Agent*

All distributions hereunder shall be made by the Plan Administrator, as Disbursing Agent, on or after the Effective Date or as otherwise provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

(f) *Powers of Disbursing Agent*

(a) *Powers of Disbursing Agent.* The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary or appropriate to perform its duties hereunder, (ii) make all distributions contemplated hereby, and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Joint Debtor Plan, or as deemed by the Disbursing Agent to be necessary or appropriate to implement the provisions hereof.

(b) *Expenses Incurred on or After the Effective Date.* To the extent the Disbursing Agent is a Person other than the Plan Administrator, except as otherwise ordered by the Bankruptcy Court, and subject to written Agreement with the Plan Administrator, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including for reasonable attorneys' and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Plan Administrator.

(g) *Delivery of Distributions*

The Disbursing Agent will distribute or cause to be distributed the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan at: (i) the address of such holder on the books and records of the Plan Debtors or their agents; or (ii) at the address in any written notice of address change delivered to the Plan Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

(h) *Unclaimed Property*

One year from the later of (i) the Effective Date and (ii) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions payable on account of Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section

347(b) of the Bankruptcy Code and shall revert to the Plan Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Plan Debtors' books and records and filings with the Bankruptcy Court.

(i) *Satisfaction of Claims*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Joint Debtor Plan shall be in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Claims.

(j) *Manner of Payment Under Plan*

At the option of the Plan Administrator or the Disbursing Agent, any Cash payment to be made under the Joint Debtor Plan may be made by a check or wire transfer.

(k) *No Distribution in Excess of Amount of Allowed Claim*

Notwithstanding anything to the contrary in the Joint Debtor Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions in excess of the Allowed amount of such Claim plus any post-petition interest on such Claim, to the extent such interest is permitted by the Joint Debtor Plan.

(l) *Setoffs and Recoupments*

The Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to the Joint Debtor Plan on account of such Allowed Claim any and all Claims, rights, and Retained Causes of Action that a Plan Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Plan Debtor or its successor of any Claims, rights, or Retained Causes of Action that such Plan Debtor or its successor or assign may possess against such holder.

(m) *Distributions After Effective Date*

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

(n) *Allocation of Distributions Between Principal and Interest*

Except as otherwise provided in the Joint Debtor Plan, to the extent that any Allowed Claim entitled to a distribution under the Joint Debtor Plan includes both indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for U.S. federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

H. PROCEDURES FOR DISPUTED CLAIMS

(a) *Allowance of Claims*

After the Effective Date, the Plan Administrator, shall have and shall retain any and all rights and defenses that the Plan Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Joint Debtor Plan. Except as expressly provided in the Joint Debtor Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Joint Debtor Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim.

(b) *Objections to Claims*

Any objections to Claims and requests for estimation of, Claims against the Plan Debtors shall be served and filed (i) on or before the one hundred eightieth (180th) day following the later of (a) the Effective Date and (b) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim or (ii) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred eighty (180) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

(c) *Estimation of Claims*

The Plan Debtors or the Plan Administrator, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Plan Debtors or the Plan Administrator, as applicable, previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Plan Debtors or the Plan Administrator, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

(d) *No Distributions Pending Allowance*

If an objection to a Claim is filed as set forth in Section V.H of the Joint Debtor Plan, no payment or distribution provided under the Joint Debtor Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

(e) *Payment of Disputed Claims*

The Disbursing Agent shall make distributions on account of Disputed Claims (once Allowed) as if such Disputed Claims were Allowed Claims as of the Effective Date. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Joint Debtor Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required under applicable bankruptcy law.

(f) *Resolution of Disputed Claims*

(a) On and after the Effective Date, the Plan Administrator shall have the sole authority to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Plan Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) *Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims.* Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) *Disallowance of Late Claims.* EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

(g) *Objection to Fee Claims*

Any objections to Fee Claims shall be served and filed no later than (i) fifteen (15) days after the filing of the final applications for compensation or reimbursement by the applicable Professionals or (ii) such later date as ordered by the Bankruptcy Court.

(h) *Claims Resolution Procedures Cumulative*

All of the objection, estimation, and resolution procedures in the Joint Debtor Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Joint Debtor Plan by any mechanism approved by the Bankruptcy Court.

(i) *Disallowed Claims*

All Claims (if any) held by Persons against whom any of the Plan Debtors has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code shall be deemed “disallowed.” Claims pursuant to section 502(d) of the Bankruptcy Code and holders of such Claims shall not be entitled to vote to accept or reject the Joint Debtor Plan. Claims that are deemed disallowed pursuant to this section shall continue to be disallowed for all purposes until the Avoidance Action against such party has been settled or resolved by Final Order and any sums due to the Plan Debtors or the Plan Administrator, as applicable, from such party have been paid.

I. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) *Assumption and Assignment of Executory Contracts and Unexpired Leases*

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Obligation, except as otherwise provided in the Joint Debtor Plan, each Executory Contract and Unexpired Lease to which the Plan Debtors are party not previously rejected, assumed, or assumed and assigned shall be deemed assumed pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (i) is specifically designated on the Schedule of Rejected Contracts and Leases filed with the Joint Debtor Plan Supplement or (ii) as of the Effective Date is subject to a pending motion to reject such Unexpired Lease or Executory Contract.

(b) *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

(a) Any Cure Obligation due under each Executory Contract and Unexpired Lease to be assumed pursuant to the Joint Debtor Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment in Cash on the Effective Date, subject to the limitation described below, by the Plan Debtors as an Administrative Expense Claim or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (i) the amount of the Cure Obligation, (ii) the ability of the Estates or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (iii) any other matter pertaining to assumption or the Cure Obligations required by section 365(b)(1) of the Bankruptcy Code shall be satisfied following the entry of a Final Order or orders resolving the dispute and approving the assumption.

(b) At least five (5) days before the Voting Deadline, the Plan Debtors shall cause notice of proposed Cure Obligations to be sent to applicable counterparties to the Executory Contracts and Unexpired Leases. If a counterparty to any Executory Contracts or Unexpired Leases that the Plan Debtors intend to assume does not receive such a notice, the proposed Cure Obligation for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by such counterparty must be filed, served, and actually received by the Plan Debtors not later than ten (10) days after service of notice of the Plan Debtors’ proposed assumption and associated Cure Obligation. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed cure amount will be deemed to have

assented to such assumption or assumption and assignment and the Cure Obligation (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Obligation thereafter.

(c) Assumption of any Executory Contract or Unexpired Lease pursuant to the Joint Debtor Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the Effective Date of assumption and/or assignment. **Any prepetition default amount set forth in the Schedules and/or any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person.**

(c) *Claims Based on Rejection of Executory Contracts and Unexpired Leases*

(a) Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Plan Debtors' Executory Contracts or Unexpired Leases pursuant to the Joint Debtor Plan or otherwise, must be filed with the Bankruptcy Court and served on the Plan Administrator no later than thirty (30) days after the effective date of rejection of such Executory Contract or Unexpired Lease. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be filed with the Bankruptcy Court and served on the Plan Debtors, no later than fourteen (14) days after notice of the Plan Debtors' proposed rejection of such Executory Contract or Unexpired Lease.

(b) Any holders of Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claims were not timely filed as set forth in paragraph (a) above shall not (i) be treated as a creditor with respect to such Claim, (ii) be permitted to vote to accept or reject the Joint Debtor Plan on account of any Claim arising from such rejection, or (iii) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Plan Debtors, the Estates, or the property for any of the foregoing without the need for any objection by the Plan Debtors or the Plan Administrator, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Person, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Plan Debtors' prepetition Executory Contracts or prepetition Unexpired Leases shall be classified as General Unsecured Claims, except as otherwise provided by order of the Bankruptcy Court.

(d) *Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner

affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Joint Debtor Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Plan Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

(e) *Insurance Policies*

(a) Each insurance policy, including the D&O Policy, to which the Plan Debtors are a party as of the Effective Date, shall be deemed executory and shall be assumed by the Plan Debtors on behalf of the applicable Plan Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such insurance policy previously was rejected by the Plan Debtors pursuant to a Bankruptcy Court order or is the subject of a motion to reject pending on the Effective Date, and coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of “Insured” in the D&O Policy.

(b) In addition, after the Effective Date, all officers, directors, agents, or employees who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any D&O Policy (including any “tail” policy) in effect or purchased as of the Petition Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in such policies.

(f) *Survival of Debtors’ Indemnification Obligations*

To the fullest extent permitted by applicable law, any obligations of the Plan Debtors pursuant to their corporate charters, by-laws, limited liability company agreements, memorandum and articles of association, or other documents and agreements to indemnify current and former officers, directors, agents, or employees with respect to all present and future actions, suits, and proceedings against the Plan Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Plan Debtors shall not be discharged, impaired, or otherwise affected by the Joint Debtor Plan; *provided*, that, the Plan Debtors shall not indemnify officers, directors, agents, or employees of the Plan Debtors for any claims or Causes of Action arising out of or relating to any act or omission that is a criminal act unless such officer, director, agent, or employee had no reasonable cause to believe its conduct was unlawful, or for any other acts or omissions that are excluded under the terms of the foregoing organizational documents. All such obligations shall be deemed and treated as executory contracts to be assumed by the Plan Debtors under the Joint Debtor Plan unless such obligation previously was rejected by the Plan Debtors pursuant to a Bankruptcy Court order, or is the subject of a motion to reject pending on the Effective Date.

(g) *Reservation of Rights*

Neither the exclusion nor inclusion of any contract or lease in the Joint Debtor Plan Supplement, nor anything contained in the Joint Debtor Plan, shall constitute an admission by the Plan Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Estates have any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Plan Debtors or the Plan Administrator, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Joint Debtor Plan.

J. CONDITIONS PRECEDENT TO EFFECTIVE DATE

(a) *Conditions Precedent to Effective Date*

The occurrence of the Effective Date of the Joint Debtor Plan is subject to the following conditions precedent:

(a) the Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Date shall have occurred, and the Confirmation Order shall not be subject to any stay;

(b) all actions, documents, and agreements necessary to implement and consummate the Joint Debtor Plan, including, without limitation, entry into the documents contained in the Joint Debtor Plan Supplement, and the transactions and other matters contemplated thereby, shall have been effected or executed;

(c) Effective Date of the CFG Peru Plan occurring, and release of the CFG Peru Settlement Payment and the CFG Peru Administrative Expense Settlement Proceeds;

(d) all governmental and third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by the Joint Debtor Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions.

(b) *Waiver of Conditions Precedent*

Each of the conditions precedent in Section 11.1 of the Joint Debtor Plan other than the condition set forth in Section 11.1(a) of the Joint Debtor Plan may be waived in writing by the Plan Debtors.

(c) *Effect of Failure of Conditions to Effective Date*

Unless otherwise extended by the Plan Debtors, if the Confirmation Order is vacated, (i) no distributions under the Joint Debtor Plan shall be made, (ii) the Plan Debtors and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately

preceding the Confirmation Date as though the Confirmation Date never occurred, and (iii) all the Plan Debtors' obligations with respect to the Claims and the Interests shall remain unchanged and nothing contained in the Joint Debtor Plan shall be deemed to constitute a waiver or release of any Claims by or against the Plan Debtors or any other entity or to prejudice in any manner the rights of the Plan Debtors or any other entity in any further proceedings involving the Plan Debtors or otherwise.

K. EFFECT OF CONFIRMATION

(a) *Operation of Plan Debtors*

Subject to the terms of the Joint Debtor Plan, on and after the Effective Date, the Plan Administrator may operate the Debtors' businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Retained Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Joint Debtor Plan or the Confirmation Order.

(b) *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under the Joint Debtor Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

(c) *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Effective Date, the provisions of the Joint Debtor Plan shall bind any holder of a Claim against, or Interest in, the Plan Debtors, and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is Impaired under the Joint Debtor Plan and whether or not such holder has accepted the Joint Debtor Plan.

(d) *Discharge of Claims and Termination of Interests.*

Except as otherwise provided in the Joint Debtor Plan, effective as of the Effective Date: (i) the rights afforded in the Joint Debtor Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Plan Debtors or any of their assets, property or Estates; (ii) all Claims and Interests shall be satisfied, discharged and released in full, and the Plan Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iii) all Persons shall be precluded and enjoined,

pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from asserting against the Plan Debtors, the Plan Administrator, the Estates, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

(e) *Term of Injunctions or Stays.*

Unless otherwise provided in the Joint Debtor Plan, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

(f) *Retention of Causes of Action and Reservation of Rights.*

Except as provided in Sections V.K.(g) through (j) below, nothing contained in the Joint Debtor Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Plan Debtors or the Estates had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (i) any and all Claims against any Person, to the extent such Person asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief against the Plan Debtors or the Plan Debtors' officers, directors, or representatives and (ii) the turnover of any property of the Plan Debtors' Estates. Subject to Sections V(K)(g), (h), (i) and (j), the Plan Debtors or Plan Administrator, as the case may be, shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Plan Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(g) *Releases by the Plan Debtors.*

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE JOINT DEBTOR PLAN OR THE CONFIRMATION ORDER, AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY ARE DEEMED RELEASED AND DISCHARGED BY THE PLAN DEBTORS, THEIR ESTATES, AND ANY PERSON SEEKING TO EXERCISE THE RIGHTS OF THE PLAN DEBTORS OR THEIR ESTATES AND THEIR RESPECTIVE PROPERTY (AND EACH SUCH RELEASED PARTY SHALL BE DEEMED RELEASED BY EACH PLAN DEBTOR AND ITS ESTATE AND THEIR RESPECTIVE PROPERTY) FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, REMEDIES, CAUSES OF ACTION, RIGHTS OF SETOFF, OTHER RIGHTS, AND LIABILITIES WHATSOEVER, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF

APPLICABLE SECURITIES LAWS, AVOIDANCE ACTIONS, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED DIRECTLY OR INDIRECTLY, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, AND ANY AND ALL CAUSES OF ACTION ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED, BASED ON OR IN ANY WAY RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE PLAN DEBTORS, THEIR ESTATES OR THEIR NON-DEBTOR AFFILIATES IN THE CFGL GROUP OR THE PARD GROUP, THE CONDUCT OF THE PLAN DEBTORS' BUSINESS, THE FORMULATION, PREPARATION, SOLICITATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE DISCLOSURE STATEMENT OR THE JOINT DEBTOR PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH OR PURSUANT TO THE DISCLOSURE STATEMENT, THE JOINT DEBTOR PLAN, THE FILING AND PROSECUTION OF THE CHAPTER 11 CASES, THE PURSUIT OF CONSUMMATION OF THE JOINT DEBTOR PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THIS JOINT DEBTOR PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE PLAN DEBTORS, THEIR ESTATES OR THEIR AFFILIATES, ON THE ONE HAND, AND ANY RELEASED PARTY, ON THE OTHER HAND, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE BEFORE THE EFFECTIVE DATE; *PROVIDED FURTHER THAT*, THE FORGOING RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR RESPECTIVE CHAPTER 11 ESTATES THAT ARE SET FORTH ON THE SCHEDULE OF RETAINED CAUSES OF ACTION.

(h) *Releases by Holders of Claims and Interests.*

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE JOINT DEBTOR PLAN OR THE CONFIRMATION ORDER, AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY ARE DEEMED TO BE RELEASED AND DISCHARGED BY THE RELEASING PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, REMEDIES, CAUSES OF ACTION, RIGHTS OF SETOFF, OTHER RIGHTS, AND LIABILITIES WHATSOEVER, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF APPLICABLE SECURITIES LAWS, AVOIDANCE ACTIONS, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED DIRECTLY OR INDIRECTLY, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, AND ANY AND ALL CAUSES OF ACTION ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED, BASED ON OR IN ANY WAY

RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE PLAN DEBTORS, THEIR ESTATES OR THEIR NON-DEBTOR AFFILIATES IN THE CFGL GROUP AND THE PARD GROUP, THE CONDUCT OF THE PLAN DEBTORS' BUSINESS, THE FORMULATION, PREPARATION, SOLICITATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE DISCLOSURE STATEMENT OR THE JOINT DEBTOR PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH OR PURSUANT TO THE DISCLOSURE STATEMENT OR THE JOINT DEBTOR PLAN, THE FILING AND PROSECUTION OF THE CHAPTER 11 CASES, THE PURSUIT OF CONSUMMATION OF THIS JOINT DEBTOR PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THIS JOINT DEBTOR PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE RELEASING PARTIES, ON THE ONE HAND, AND ANY RELEASED PARTY, ON THE OTHER HAND, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE BEFORE THE EFFECTIVE DATE.

(i) *Exculpation.*

The Exculpated Parties shall neither have nor incur any liability to any Person for any prepetition or post-petition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Joint Debtor Plan or consummating the Joint Debtor Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Joint Debtor Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Plan Debtors. Without limiting the foregoing "Exculpation," the rights of any holder of a Claim or Interest to enforce rights arising under the Joint Debtor Plan shall be preserved, including the right to compel payment of distributions in accordance with the Joint Debtor Plan.

(j) *Injunction.*

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS JOINT DEBTOR PLAN OR IN THE CONFIRMATION ORDER, ALL PERSONS OR ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE PLAN DEBTORS OR THEIR NON-DEBTOR AFFILIATES IN THE CFGL GROUP OR THE PARD GROUP ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ANY SUCH CLAIM OR INTEREST AGAINST ANY OF THE PLAN DEBTORS OR NON-DEBTOR AFFILIATE IN THE CFGL GROUP OR THE PARD GROUP, (II) THE ENFORCEMENT, ATTACHMENT, COLLECTION, OR RECOVERY BY ANY MANNER OR MEANS OF ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY DEBTOR OR NON-DEBTOR AFFILIATE IN THE CFGL GROUP OR THE PARD GROUP WITH RESPECT TO SUCH CLAIM OR INTEREST, (III) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST ANY DEBTOR OR AGAINST THE

PROPERTY OR INTERESTS IN PROPERTY OF ANY PLAN DEBTOR OR NON-DEBTOR AFFILIATE IN THE CFGL GROUP OR THE PARD GROUP WITH RESPECT TO SUCH CLAIM OR INTEREST, (IV) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE TO ANY PLAN DEBTOR OR NON-DEBTOR AFFILIATE IN THE CFGL GROUP OR THE PARD GROUP OR AGAINST THE PROPERTY OR INTERESTS IN PROPERTY OF ANY PLAN DEBTOR OR NON-DEBTOR AFFILIATE IN THE CFGL GROUP OR THE PARD GROUP WITH RESPECT TO SUCH CLAIM OR INTEREST, EXCEPT AS CONTEMPLATED OR ALLOWED BY THE JOINT DEBTOR PLAN, (V) ACTING OR PROCEEDING IN ANY MANNER IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE JOINT DEBTOR PLAN, (VI) COMMENCING, CONTINUING, OR ASSERTING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY CLAIMS WHICH ARE EXTINGUISHED OR RELEASED PURSUANT TO THE JOINT DEBTOR PLAN, AND (VII) TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE JOINT DEBTOR PLAN.

(k) *Solicitation of Joint Debtor Plan.*

As of the Confirmation Date and subject to the occurrence of Confirmation: (i) the Plan Debtors shall be deemed to have solicited acceptances of the Joint Debtor Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation; and (ii) the Plan Debtors and each of their respective directors, officers, employees, Affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Joint Debtor Plan (if any), and therefore, are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Debtor Plan or the offer and issuance of any securities under the Joint Debtor Plan (in each case, if applicable).

(l) *Ipso Facto and Similar Provisions Ineffective.*

Upon the Effective Date, any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Plan Debtor shall be void and of no further force or effect with respect to any Plan Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Plan Debtor as a result of, or gives rise to a right of any Person based on any of the following: (i) the insolvency or financial condition of a Plan Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the Confirmation or Consummation of the Joint Debtor Plan, including any change of control that will occur as a result of such Consummation; or (iv) the Restructuring or any action taken in furtherance thereof.

(m) *Joint Debtor Plan Supplement.*

The Joint Debtor Plan Supplement shall be filed with the Clerk of the Bankruptcy Court by no later than five (5) days before the Voting Deadline. Upon its filing with the Bankruptcy Court, the Joint Debtor Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents to be included in the Joint Debtor Plan Supplement will be posted at the website of court-appointed claims and noticing agent (<http://dm.epiq11.com/#/case/CHF/dockets>) as they become available.

L. RETENTION OF JURISDICTION

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

- (a) to hear and determine motions and/or applications for the assumption or rejection of Executory Contracts or Unexpired Leases and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, or other litigated matter pending on or commenced after the Confirmation Date;
- (c) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Joint Debtor Plan;
- (d) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;
- (e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the Consummation, implementation, or enforcement of this Joint Debtor Plan, the Confirmation Order, or any other order of the Bankruptcy Court;
- (g) enforce the injunction, release, and exculpation provisions contained in this Plan;
- (h) to hear and determine any application to modify this Joint Debtor Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Joint Debtor Plan, or any order of

the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

- (i) to hear and determine all applications under sections 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred before the Confirmation Date;
- (j) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Joint Debtor Plan or the Confirmation Order or any agreement, instrument, or other document governing or relating to any of the foregoing;
- (k) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate this Joint Debtor Plan or to maintain the integrity of this Joint Debtor Plan following Consummation;
- (l) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;
- (m) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including

any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

- (n) to adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- (o) to adjudicate any and all disputes arising from or relating to distributions under this Joint Debtor Plan;
- (p) to hear and determine any other matters related to this Joint Debtor Plan and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;
- (q) to enter a final decree closing the Chapter 11 Cases;
- (r) to enforce all orders previously entered by the Bankruptcy Court;
- (s) to recover all assets of the Debtors and property of the Estates, wherever located;
- (t) to adjudicate disputes relating to the Retained Causes of Action and the Plan Administrator Agreement, including, but not limited to, any distributions by the Plan Administrator; and
- (u) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory.
- (v) To hear any matter not inconsistent with the Bankruptcy Code.

M. VOLUNTARY LIQUIDATION UNDER FOREIGN LAW

The liquidation of the Plan Debtors and their non-Debtor Affiliates will necessarily need to comply with applicable foreign law, specifically the Cayman Islands and Singapore for CFGL, and Bermuda and Singapore for PARD, due, in part, to both CFGL and PARD being listed on the SGX-ST. The Joint Debtor Plan authorizes and directs the Plan Administrator to take all corporate actions consistent with applicable foreign law to liquidate the Joint Plan Debtors and their non-Debtor Affiliates. A brief overview of the process is set forth below:

A. CFGL: CFGL was incorporated and registered under the laws of the Cayman Islands. Further, CFGL was listed on the SGX-ST. Upon the Effective Date of the Joint Debtor Plan and upon completion of all distribution under the Joint Debtor Plan, it is contemplated that CFGL shall take the following actions:

- Cayman Islands: *Commencement of a voluntary liquidation pursuant to the Cayman Islands Companies Act (2021 Revision). The voluntary liquidation shall require (i)*

Shareholders to resolve by Special Resolution to wind up CFGL by voluntary liquidation; Appointment of voluntary liquidator to act on behalf of CFGL.

- *Singapore: Preparation and service of a circular, as approved by the SGX-ST, to shareholders convening a shareholders meeting in respect to proposed voluntary liquidation.*

B. PARD: PARD was incorporated and registered under the laws of the Cayman Islands. Further, PARD was listed on the SGX-ST. Upon the Effective Date of the Joint Debtor Plan and upon completion of all distribution under the Joint Debtor Plan, it is contemplated that PARD shall take the following actions:

- *Bermuda: Commencement of a voluntary liquidation pursuant to the Bermuda Companies Act, as amended. The voluntary liquidation under Bermuda law shall require (i) Shareholders to resolve by Special Resolution to wind up CFGL by voluntary liquidation; (ii) Appointment of voluntary liquidator to act on behalf of PARD.*
- *Singapore: Preparation and service of a circular, as approved by the SGX-ST, to shareholders convening a shareholders meeting in respect to proposed voluntary liquidation.*

N. MISCELLANEOUS PROVISIONS

(a) *Payment of Statutory Fees*

On the Effective Date and thereafter as may be required, the Plan Debtors shall pay all fees incurred pursuant to section 1930 of title 28 of the United States Code, together with interest, if any, pursuant to section 3717 of title 31 of the United States Code for each Plan Debtor's case.

(b) *Substantial Consummation*

On the Effective Date, the Joint Debtor Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

(c) *Amendments*

(a) Plan Modifications. The Joint Debtor Plan may be amended, modified, or supplemented by the Plan Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to the Joint Debtor Plan, the Plan Debtors may remedy any defect or omission or reconcile any inconsistencies in the Joint Debtor Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the Joint Debtor Plan, and any holder of a Claim or Interest that has accepted the Joint Debtor Plan shall be deemed to have accepted the Joint Debtor Plan as amended, modified, or supplemented.

(b) Other Amendments. Before the Effective Date, the Plan Debtors may make appropriate technical adjustments and modifications to the Joint Debtor Plan and the documents

contained in the Joint Debtor Plan Supplement without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the treatment of holders of Allowed Claims or Allowed Interests under the Plan.

(d) *Revocation or Withdrawal of Plan*

The Plan Debtors reserve the right to revoke or withdraw the Joint Debtor Plan, including the right to revoke or withdraw the Joint Debtor for any Plan Debtor or all Plan Debtors, prior to the Confirmation Date. If the Plan Debtors revoke or withdraw the Joint Debtor Plan, or if Confirmation or Consummation does not occur, then: (i) no distributions under the Joint Debtor Plan shall be made, (ii) the Plan Debtors and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iii) all the Plan Debtors' obligations with respect to the Claims and the Interests shall remain unchanged and nothing contained in the Joint Debtor Plan shall be deemed to constitute a waiver or release of any Claims by or against the Plan Debtors or any other entity or to prejudice in any manner the rights of the Plan Debtors or any other entity in any further proceedings involving the Plan Debtors or otherwise.

(e) *Severability of Plan Provisions upon Confirmation*

If, before the entry of the Confirmation Order, any term or provision of the Joint Debtor Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Joint Debtor Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Joint Debtor Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms and integral to the Plan and may not be deleted or modified without the consent of the Plan Debtors.

(f) *Governing Law*

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Joint Debtor Plan or a schedule in the Joint Debtor Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Joint Debtor Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

(g) *Time*

In computing any period of time prescribed or allowed by the Joint Debtor Plan, unless otherwise set forth in the Joint Debtor Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

(h) *Additional Documents*

On or before the Effective Date, the Plan Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Joint Debtor Plan. The Plan Debtors and all holders of Claims or Interests receiving distributions pursuant to the Joint Debtor Plan and all other parties in interest shall, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Joint Debtor Plan.

(i) *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Joint Debtor Plan and Joint Debtor Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Plan Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and permitted assigns.

(j) *Successor and Assigns*

The rights, benefits and obligations of any Person named or referred to in the Joint Debtor Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each Person.

(k) *Entire Agreement*

On the Effective Date, the Joint Debtor Plan, the Joint Debtor Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Joint Debtor Plan.

(l) *Notices*

All notices, requests, and demands to or upon the Plan Debtors to be effective shall be in writing (including by email) and, unless otherwise expressly provided in the Joint Debtor Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email transmission, when received and telephonically confirmed, addressed as follows:

(i) if to the Debtors:

The Pacific Andes Group
Rooms 3312, Hong Kong Plaza
186 Connaught Road West, Hong Kong
Attn: Ng Puay Yee Annie (Jessie)

- and -

Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street, 17th Floor
New York, NY 10036
Attn: Tracy L. Klestadt
John E. Jureller, Jr.
Brendan M. Scott
Telephone: (212) 972-3000
tklestadt@klestadt.com
jjureller@klestadt.com
bscott@klestadt.com

After the Effective Date, the Plan Administrator shall have authority to send a notice to Persons stating they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 to continue to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Plan Administrator is authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have filed such renewed requests.

VI.

CERTAIN RISK FACTORS AFFECTING PLAN DEBTORS

Prior to voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in this Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation. Documents filed with the SGX-ST may contain important risk factors that differ from those discussed below, and such risk factors are incorporated as if fully set forth herein and are a part of this Disclosure Statement.

(a) *Certain Bankruptcy Law Considerations*

(a) Risk of Non-Confirmation of Plan

Although the Plan Debtors believe that the Joint Debtor Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications of the Joint Debtor Plan will not be required for confirmation or that such modifications would not necessitate resolicitation of votes. Moreover, the Plan Debtors can make no assurances that they will receive the requisite acceptances to confirm the Joint Debtor Plan, and even if all Voting Classes voted in favor of the Joint Debtor Plan or the requirements for “cramdown” are met with respect to any Class that rejected the Joint Debtor Plan, the Bankruptcy Court, which may exercise substantial discretion as a court of equity, may choose not to confirm the Joint Debtor Plan. If the Joint Debtor Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

(b) Non-Consensual Confirmation

In the event any impaired class of Claims entitled to vote on a plan of reorganization or liquidation does not accept a plan of reorganization or liquidation, respectively, a bankruptcy court may nevertheless confirm such plan at the proponent’s request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any “insider” in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to the dissenting impaired classes.

(c) Risk of Non-Occurrence of the Effective Date

Although the Plan Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Joint Debtor Plan have not occurred or have not been waived as set forth in Section 11 of the Joint Debtor Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Joint Debtor Plan, the Plan Debtors and all holders of Claims or Interests would be restored to the status quo as of

the day immediately preceding the Confirmation Date, and the Plan Debtors' obligations with respect to Claims and Interests would remain unchanged.

The Effective Date of the Joint Debtor Plan is subject to the CFG Peru Plan becoming effective. The events necessary to consummate the CFG Peru Plan are outside of the control of the Plan Debtors and include, *inter alia*, approval of a restructuring plan and/or scheme of arrangement in the United Kingdom and/or Singapore, a shareholder vote in Singapore under the SGX-ST Listing Manual, and/or the funding of certain commitments by the sponsors of the CFG Peru Plan. Risk factors relating to the effectiveness of the CFG Peru Plan are set forth in the disclosure statement relating thereto. [ECF No. 2465-1]

Consummation of the Joint Debtor Plan may require actions under foreign laws, which may not be undertaken or achieved.

(d) Conversion to Chapter 7

If no plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Plan Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See section IX.C(b) herein, as well as the Liquidation Analysis attached hereto as **Exhibit C**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests

(b) *Additional Factors Affecting the Joint Debtor Plan*

(a) CFG Peru Settlement Proceeds May Not Be Received

As noted above, the occurrence of the CFG Peru Plan's effective date is subject to various risks. If the CFG Peru Plan is not consummated, absent other agreement, the Plan Debtors will not receive the CFG Peru Settlement Proceeds. There can be no guarantee that another resolution of the Plan Debtors' claims against CFG Peru and its subsidiaries will result in recovery of value to the Plan Debtors.

(b) Claims Could Be More Than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which, in turn, could cause the value of distributions to be reduced substantially. Some assumptions may not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary from the Plan Debtors' projections, recovery estimates, and feasibility analysis, and the variation may be material.

Substantial General Unsecured Claims have been asserted against certain Plan Debtors. Should these Claims be Allowed at higher levels or at a more senior priority than anticipated by the Plan Debtors, the effects on estimated recoveries could be material.

(c) Risk Related to Foreign Customers, Vendors, and Creditors

Certain of the Company Group's customers, vendors, and creditors may not be subject to the jurisdiction of U.S. courts and may attempt to take actions against the Plan Debtors' assets in contravention of U.S. bankruptcy law or orders of the Bankruptcy Court.

(d) Foreign Implementation

The Plan Debtors may seek to implement the Joint Debtor Plan, in part, through ancillary proceedings in various jurisdictions in which entities in the CFGF Group or the PARD Group are incorporated. Such ancillary proceedings may include seeking recognition of the Confirmation Order, provisional liquidations, official liquidations, or any other proceedings necessary to affect the Restructuring. There is risk that courts in foreign jurisdictions may not grant recognition of the Confirmation Order, which may affect Plan Debtors' or the Plan Administrator's ability to effectuate certain relief granted pursuant to the Confirmation Order outside the United States.

(c) *Additional Factors*

(a) Plan Debtors Could Withdraw the Plan

The Joint Debtor Plan may be revoked or withdrawn before the Confirmation Date by the Plan Debtors.

(b) Plan Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Plan Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Plan Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

(c) No Representations Outside Disclosure Statement Are Authorized

No representations concerning or related to the Plan Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision.

(d) No Legal or Tax Advice Is Provided to You by Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interests should consult his, her, or its own legal counsel and accountant as to legal, tax, and other matters concerning his, her, or its Claim or Interest. This Disclosure Statement is not legal advice to you. This Disclosure Statement may not

be relied upon for any purpose other than to determine how to vote on the Joint Debtor Plan or object to confirmation of the Joint Debtor Plan.

(e) No Admission Made

Nothing contained herein or in the Joint Debtor Plan will constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Joint Debtor Plan on the Plan Debtors or on holders of Claims or Interests.

(f) Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that particular litigation claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Plan Debtors may seek to investigate, file, and prosecute Claims and Interests and may object to Claims or Interests after the Confirmation or Effective Date of the Joint Debtor Plan irrespective of whether this Disclosure Statement identifies such Claims or Interests or objections to such Claims or Interests.

(g) No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a holder of a Claim or Interest for or against the Joint Debtor Plan does not constitute a waiver or release of any claims, causes of action, or rights of the Plan Debtors (or any entity, as the case may be) to object to that holder's Claim or Interest, or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any claims or causes of action of the Plan Debtors or their respective Estates are specifically or generally identified in this Disclosure Statement.

(h) Information Was Provided by Plan Debtors and Relied Upon by Their Advisors

The Plan Debtors' advisors have relied upon information provided by the Plan Debtors in connection with the preparation of this Disclosure Statement. Although the Plan Debtors' advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement.

VII.

APPLICABLE FOREIGN LAW

Except as otherwise indicated in this Disclosure Statement, all non-Pacific Andes Group specific statistics and data relating to the Debtors' industry or the economies of pertinent jurisdictions in which the Pacific Andes Group conducts operations, such as the PRC, Russia, and Peru, have been extracted or derived from publicly available information and industry publications. The information has not been independently verified by Plan Debtors or by their professionals, and neither the Plan Debtors nor their advisors make any representation as to the correctness, accuracy, or completeness of that information

Collectively, the entities in the Pacific Andes Group are incorporated and/or maintain assets or operations in the following jurisdictions: the United States, Bermuda, the Cayman Islands, the British Virgin Islands, Hong Kong, the PRC, Singapore, Peru, Samoa, Cyprus, the United Kingdom, Japan, Spain, Malaysia, Namibia, Mauritius, the Cook Islands, the Netherlands, Norway, and Panama. As discussed in Section II, CFGL and PARD are each listed on the Mainboard of the SGX-ST, although the trading of shares of both entities has been voluntarily suspended. Accordingly, the transactions contemplated by the Joint Debtor Plan, and the treatment of Claims and Interests proposed thereunder, may be subject to laws and regulatory bodies outside of the United States, including, without limitation, those discussed below. The Plan Debtors urge holders of Claims and Interests to consult with their own legal and tax advisors regarding the impact the Plan will have on such holders' Claims and Interests.

A. FOREIGN IMPLEMENTATION

(a) Bermuda

PARD is an exempted company incorporated under and subject to the provisions of the Bermuda Companies Act 1981 as amended. The Joint Debtor Plan contemplates, a voluntary liquidation of PARD under application Bermuda law, including the Bermuda Companies Act 1981. Certain other ancillary proceedings may be necessary. Such ancillary proceedings may include a parallel "provisional liquidation" proceeding in Bermuda pursuant to which PARD may be required to present its own winding-up petition to the Bermuda Court seeking (i) the appointment of joint provisional liquidators and (ii) recognition of the Confirmation Order in Bermuda. . The dissolution of PARD at the end of the liquidation in Bermuda would have the effect of extinguishing the Existing PARD Interests which will have no value following the implementation of the Joint Debtor Plan.

(b) Cayman Islands

CFGL is incorporated in the Cayman Islands and subject to the provisions of the Cayman Islands' Companies Law (2016 Revision) (the "**Companies Law**"). The Joint Debtor Plan contemplates a voluntary liquidation the Cayman Islands Companies Act. The liquidation of CFGL at the end of the liquidation in the Cayman Islands would have the effect of extinguishing the Existing CFGL Interests which will have no value following the implementation of the Joint Debtor Plan.

(c) Singapore

As discussed in Section II above, both CFGL and PARD are listed on the Mainboard of the SGX-ST. Accordingly, each entity is subject to the Securities and Futures Act (Chapter 289) of Singapore ("**SFA**"), the Listing Manual of the SGX-ST ("**Listing Manual**"), and the Singapore Code on Take-Overs and Mergers ("**Takeover Code**" and, together with the SFA and the Listing Manual, the "**Singapore Regulations**"). The Joint Debtor Plan contemplates, among other things: the voluntary liquidation or other liquidation of CFGL and PARD under the laws of the Cayman Islands and Bermuda respectively, which will result in the canceling or otherwise eliminating Existing PARD Interests and Existing CFGL Interests. Accordingly, the Singapore Regulations may require the Joint Plan Debtors or their Non-Debtor Affiliates to take

certain corporate actions in connection with the transactions contemplated by the Joint Debtor Plan, including, without limitation, preparing and distributing circulars to shareholders, convening a general meeting to obtain any shareholders' approval necessary to cancel shares, and if necessary, to delist PARD or CFGF from the SGX-ST.

It may be necessary for the Plan Debtors to implement the Joint Debtor Plan, in part, through ancillary proceedings in Singapore.

B. TAX CONSEQUENCES

(a) No Tax Advice

This Disclosure Statement does not purport to provide holders of Claims and Interests with tax advice. The Plan Debtors' Professionals and the Plan Debtors urge each holders of a Claim against or Interest in the Plan Debtors to consult their own tax advisors for the Federal, state, local, and foreign income and other tax consequences applicable to it under the Plan.

(b) Withholding on Distributions and Information Reporting

Certain distributions made pursuant to the Joint Debtor Plan may be subject to certain tax withholding, including employment tax withholding. For example, under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate.

In the U.S., certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. In addition, U.S. Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Jurisdictions in which Plan Debtors are incorporated, publicly listed, and/or maintain assets and operations may impose similar tax and reporting requirements. The Plan Debtors urge you to consult your own tax advisor regarding whether the transactions contemplated by the Plan would be subject to U.S. Treasury Regulations or other similar tax laws and the effect such transactions will have on distributions made with respect to your Claim or Interest under the Joint Debtor Plan.

VIII.

VOTING PROCEDURES

For each holder of a Claim entitled to vote, the Plan Debtors have enclosed, along with a copy of this Disclosure Statement, among other things, a ballot and voting instructions regarding how to properly complete the ballot and submit a vote on the Joint Debtor Plan. Holders of more than one Claim will receive an individual ballot for each Claim. The individual ballots must be used to vote each individual Claim. For detailed voting instructions, please refer to the specific voting instructions and the ballot enclosed with this Disclosure Statement.

THE JOINT DEBTOR PLAN PROVIDES THAT HOLDERS OF IMPAIRED CLAIMS THAT VOTE IN FAVOR OF THE JOINT DEBTOR PLAN, THAT ARE SOLICITED BUT DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE JOINT DEBTOR PLAN, OR THAT REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISIONS OF THE JOINT DEBTOR PLAN, IN EACH CASE ARE DEEMED TO HAVE GRANTED THE RELEASES THEREIN.

All completed ballots must be actually received by the Plan Debtors' balloting agent, Epiq, at the below address no later than **4:00 p.m. (Eastern Time)** on _____, 2021 (the "Voting Deadline").

If by First-Class Mail:

China Fishery Group Limited (Cayman), et al.
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

OR

If by Hand-Delivery or Overnight Mail:

China Fishery Group Limited (Cayman), et al.
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
10300 SW Allen Blvd.
Beaverton, OR 97005

If you are holder of a Claim that is entitled to vote on the Joint Debtor Plan and you did not receive a ballot, received a damaged ballot or lost your ballot, or if you have any questions concerning this Disclosure Statement, the Joint Debtor Plan, or the procedures for voting on the Joint Debtor Plan, please contact Epiq by e-mail at epiqteambblue@epiqglobal.com

The Plan Debtors will also be accepting ballots via electronic, online transmission through an E-Ballot platform available on Epiq's website at <http://dm.epiq11.com/CHF>. Holders of Claims may cast an E-Ballot and electronically sign and submit such ballot via the platform. Instructions for casting an electronic ballot are available on Epiq's website.

<p>THE VOTING AGENT WILL NOT COUNT ANY BALLOTS RECEIVED AFTER THE VOTING DEADLINE.</p>
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IX.

CONFIRMATION OF JOINT DEBTOR PLAN

A. CONFIRMATION HEARING

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a chapter 11 plan. The Bankruptcy Court has scheduled the Confirmation Hearing to commence on **[December 14, 2021]at 11:00 A.M. (Eastern Time)**. The Confirmation Hearing may be adjourned from time to time by the Plan Debtors or the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

B. OBJECTIONS

Section 1128 of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Objections to confirmation of the Joint Debtor Plan are governed by Bankruptcy Rule 9014.

Any objection to confirmation of the Joint Debtor Plan must be in writing, must conform to the Bankruptcy Rules and the Local Bankruptcy Rules for the Bankruptcy Court, must set forth the name of the objector, the nature and amount of Claims held or asserted by the objector against the Plan Debtors' Estates or property, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, with a copy to the chambers of the Honorable James L. Garrity, Jr., United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York, together with proof of service thereof, and served upon the parties listed below so as to be received no later than the Confirmation Objection Deadline of **[December 7, 2021]at 4:00 P.M. (Eastern Time)**:

Debtors

The Pacific Andes Group
Rooms 3312, Hong Kong Plaza
186 Connaught Road West, Hong Kong
Attn: Ng Puay Yee Annie (Jessie)
Geoff Walsh

Counsel to Certain Debtors

Klestadt Winters Jureller Southard & Stevens,
LLP
200 West 41st Street, 17th Floor
New York, NY 10036
Attn: Tracy L. Klestadt
John E. Jureller, Jr.
Brendan M. Scott

Office of United States Trustee

201 Varick Street
Suite 1006
New York, NY 10014
Attn: Richard Morrissey

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED,
IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

C. REQUIREMENTS FOR CONFIRMATION OF PLAN

(1) Requirements of Section 1129(a) of Bankruptcy Code

(a) General Requirements

At the Confirmation Hearing, the Bankruptcy Court will determine whether the following confirmation requirements specified in section 1129 of the Bankruptcy Code have been satisfied:

(i) The Joint Debtor Plan complies with the applicable provisions of the Bankruptcy Code.

(ii) The Plan Debtors have complied with the applicable provisions of the Bankruptcy Code.

(iii) The Joint Debtor Plan has been proposed in good faith and not by any means proscribed by law.

(iv) Any payment made or promised by the Plan Debtors or by a person issuing securities or acquiring property under the Joint Debtor Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved or is subject to the approval of the Bankruptcy Court as reasonable.

(v) The Plan Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Joint Debtor Plan, as a director, officer, or voting trustee of the Plan Debtors, an affiliate of the Plan Debtors participating in a joint plan with the Plan Debtors, or a successor to the Plan Debtors under the Joint Debtor Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity holders and with public policy.

(vi) With respect to each Class of Claims, each holder of an Impaired Claim either has accepted the Joint Debtor Plan or will receive or retain under the Joint Debtor Plan on account of such holder's Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Plan Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. *See* discussion of "Best Interests Test" in Section IX.C(b) below.

(vii) Except to the extent the Joint Debtor Plan meets the requirements of section 1129(b) of the Bankruptcy Code (discussed below), each Class of Claims has either accepted the Joint Debtor Plan or is not impaired under the Joint Debtor Plan.

(viii) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such claim, the Joint Debtor Plan provides that administrative expenses and priority claims will be paid in full on the Effective Date.

(ix) At least one Class of Impaired Claims has accepted the Joint Debtor Plan, determined without including any acceptance of the Joint Debtor Plan by any insider holding a claim in such Class.

(x) Confirmation of the Joint Debtor Plan is not likely to be followed by the need for further financial reorganization of the Plan Debtors or any successor to the Plan Debtors under the Joint Debtor Plan, unless such liquidation or reorganization is proposed in the Joint Debtor Plan. See “Feasibility Analysis” in Section IX.C(c) below.

(xi) All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the hearing on confirmation of the Joint Debtor Plan, have been paid or the Joint Debtor Plan provides for the payment of all such fees on the Effective Date of the Joint Debtor Plan.

(b) Best Interests Test

As noted above, the Bankruptcy Code requires that each holder of an Impaired Claim either (i) accepts the Joint Debtor Plan or (ii) receives or retains under the Joint Debtor Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if Plan Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. This requirement is referred to as the “best interests test.”

The best interests test requires the Bankruptcy Court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Plan Debtors believe that under the Joint Debtor Plan all holders of Impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Plan Debtors’ belief is based primarily on (i) consideration of the deleterious effects that a chapter 7 liquidation would have on the proceeds available for distribution to holders of Impaired Claims and Interests and (ii) the Liquidation Analysis prepared by the Plan Debtors, assisted by their financial advisor, Kroll, LLC, attached hereto as Exhibit C.

The Liquidation Analysis is a comparison of (i) the estimated recoveries for creditors and equity holders of the CFGF Plan Debtors and the PARD Plan Debtors that may result from the Joint Debtor Plan and (ii) an estimate of the recoveries that may result from a hypothetical chapter 7 liquidation. The Liquidation Analysis is based upon a number of assumptions which are described therein. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Plan Debtors, subject

to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that the Bankruptcy Court will accept the Plan Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

(c) Feasibility Analysis

In connection with confirmation of the Joint Debtor Plan, the Bankruptcy Court will have to determine that the Joint Debtor Plan is feasible pursuant to section 1129(a)(11) of the Bankruptcy Code, which means that confirmation of the Joint Debtor Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Plan Debtors unless the Joint Debtor Plan provides for the liquidation of the Plan Debtors. The Plan Debtors believe they will have sufficient resources to make all payments required pursuant to the Joint Debtor Plan and that confirmation of the Joint Debtor Plan is not likely to be followed by liquidation or the need for further reorganization. Section VI sets forth certain risk factors that could impact the feasibility of the Joint Debtor Plan. Accordingly, the Plan Debtors believe the Joint Debtor Plan satisfies the financial feasibility requirement imposed by the Bankruptcy Code.

(2) *Requirements of Section 1129(b) of Bankruptcy Code*

If any Impaired Class of Claims entitled to vote does not accept the Joint Debtor Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the CFGP Plan Debtors and/or the PARD Plan Debtors reserve the right to amend the Joint Debtor Plan or undertake to have the Bankruptcy Court confirm the Joint Debtor Plan under section 1129(b) of the Bankruptcy Code or both.

Section 1129(b) permits the confirmation of a chapter 11 plan notwithstanding the rejection of such plan by one or more impaired classes of claims or interests. Under section 1129(b) of the Bankruptcy Code, a plan may be confirmed by a bankruptcy court if it does not "discriminate unfairly" and is "fair and equitable" with respect to each rejecting class.

(a) No Unfair Discrimination

The "no unfair discrimination" test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under a plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or equity interests receives more than it legally is entitled to receive for its claims or equity interests. This test does not require that the treatment be the same or equivalent, but that such treatment is "fair."

The Plan Debtors believe that, under the Joint Debtor Plan, all Impaired Classes of Claims and Interests are treated in a manner that is fair and consistent with the treatment of any and all other Classes of Claims and Interests having the same priority. Accordingly, the Plan Debtors believe the Joint Debtor Plan does not discriminate unfairly as to any Impaired Class of Claims or Interests.

(b) Fair and Equitable Test

The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. The test sets forth different standards for what is fair and equitable, depending on the type of claims or interests in such class. In order to demonstrate that a plan is “fair and equitable,” the plan proponent must demonstrate the following:

(i) *Secured Creditors.* With respect to a class of impaired secured claims, a proposed plan must provide the following: (i) that the holders of secured claims retain their liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims, and receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the Joint Debtor Plan, of at least the value of such holder’s interest in the estates’ interest in such property; (ii) for the sale, subject to section 363 of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (i) or (iii) of this paragraph; or (iii) that the holders of secured claims receive the “indubitable equivalent” of their allowed secured claim.

(ii) *Unsecured Creditors.* With respect to a class of impaired unsecured claims, a proposed plan must provide the following: either (i) each holder of an impaired unsecured claim receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

(iii) *Holders of Equity Interests.* With respect to a class of equity interests, a proposed plan must provide the following: (i) that each holder of an equity interest receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (ii) that the holder of any interest that is junior to the interests of the class of equity interests will not receive or retain under the Joint Debtor Plan on account of such junior interest any property.

The Plan Debtors believe the Joint Debtor Plan satisfies the “fair and equitable” test with respect to all Impaired Classes of Claims and Interests.

(c) Application to Plan

As to any Class that may reject the Joint Debtor Plan, the Plan Debtors believe the Joint Debtor Plan will satisfy both the “no unfair discrimination” requirement and the “fair and equitable” requirements, because, as to any such dissenting Class, there is no Class of equal priority receiving more favorable treatment, and such Class will either be paid in full, or no Class that is junior to such a dissenting Class will receive or retain any property on account of the Claims or Interests in such Class.

X.

ALTERNATIVES TO CONFIRMATION OF THE JOINT DEBTOR PLAN

The Plan Debtors have evaluated all of the alternatives to the Joint Debtor Plan. After studying these alternatives, the Plan Debtors have concluded that the Joint Debtor Plan is the best option for the Plan Debtors and their Estates and will maximize recoveries to parties-in-interest—assuming confirmation and consummation of the Joint Debtor Plan. If the Joint Debtor Plan is not confirmed and consummated, the alternatives to the Joint Debtor Plan are (i) the preparation and presentation of an alternative plan of reorganization or (ii) a liquidation under chapter 7 of the Bankruptcy Code.

A. ALTERNATIVE PLAN OF REORGANIZATION

If the Joint Debtor Plan is not confirmed, the Plan Debtors any other party in interest could attempt to formulate a different plan. Such a plan would necessarily involve an orderly liquidation of its assets. The Plan Debtors, however, submit that the Joint Debtor Plan, as described herein, enables their creditors and equity holders to realize the most value under the circumstances. The Plan Debtors have secured at least \$20 million (plus \$6 million for the payment or reimbursement of Administrative Expense Claims) as a result of a hard negotiated settlement with the Creditor Plan Proponents of the CFG Peru Plan. The settlement proceeds are the principal asset of the Plan Debtors' Estates, and the allocation provided for under the settlement is fair and equitable to the claims and possible interests of all interested parties.

B. LIQUIDATION UNDER CHAPTER 7 OR APPLICABLE NON-BANKRUPTCY LAW

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Plan Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached as **Exhibit C** hereto.

The Plan Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Joint Debtor Plan because of the delay resulting from the conversion of the cases and the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Plan Debtors' Chapter 11 Cases. Accordingly, the Plan Debtors believe that the Joint Debtor Plan is in the best interests of creditors.

XI.

CONCLUSION AND RECOMMENDATION

The Plan Debtors believe that confirmation and implementation of the Joint Debtor Plan is in the best interests of all creditors, and urges holders of impaired Claims to vote to accept the Joint Debtor Plan and to evidence such acceptance by returning their ballots

so that they will be received no later than the Voting Deadline, [], 2021 at 4:00 P.M. (Eastern Time).

Dated: September 27, 2021

KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP

By: /s/John E. Jureller, Jr.

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Attorneys for the Debtors.

Dated: September 27, 2021

Respectfully submitted,

By: /s/ Ng Puay Yee

Name: Ng Puay Yee

Title: Authorized Representative for each of the
Plan Debtors

Exhibit A

Joint Debtor Plan

EXHIBIT B

CFG Peru Settlement Agreement

Exhibit C

Liquidation Analysis

[TO BE FILED SEPARATELY]