

B2100A (Form 2100A) (12/15)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re China Fisheries International Limited (Samoa)
In re China Fishery Group Limited (Cayman), et al.

Case No. 16-11896 (JLG)
Case No. 16-11895 (JLG)
(Jointly Administered)

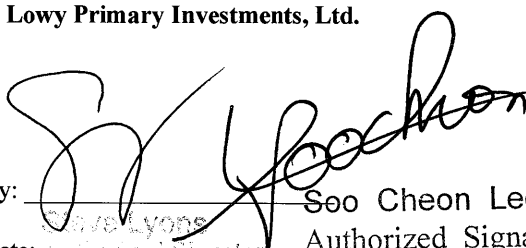
PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

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| <u>SC Lowy Primary Investments, Ltd.</u> Name of Transferee | <u>Coöperatieve Rabobank U.A., Hong Kong Branch</u> Name of Transferor |
| Name and Address where notices to transferee should be sent: SC Lowy Primary Investments, Ltd. c/o 17th Floor, 8 Queen's Road Central, Hong Kong SAR Attn: Steve Lyons Tel: +852 3405 1300 Fax: +852 3405 1400 Email: Steve.Lyons@sclowy.com/ Yvonne.Yung@sclowy.com | Court Claim No.: 92 (Epiq Claim No. 309) (Case No. 16-11896) Transferred Claim Amount: See rider to proof of claim no. 92. All claims asserted in proof of claim no. 92 (including the aggregate outstanding principal amount of loans of \$96,503,495.62 comprised of (1) Facility A2 (borrowed by CFG Investment S.A.C.): \$73,426,572.62; (2) Facility B (borrowed by CFG Investment S.A.C.): \$22,957,269.17; and (3) Facility B (borrowed by China Fisheries International Limited): \$119,653.83, plus all interest, default interest, fees or other recoveries unpaid and/or claimed or due in connection therewith) were transferred by Transferor to Transferee, other than claims for legal fees and expenses incurred by the Transferor, in its capacity as lender, prior to 20 March 2018, as set forth or asserted in the aforesaid claim. Date Claim Filed: January 13, 2017 Phone: +852 2103 2337 |
| Name and address where transferee payments should be sent (if different from above): Same as above | |

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

SC Lowy Primary Investments, Ltd.

By: 
Seo Cheon Lee
Authorized Signatory
Date: 7 October 2021

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: Clerk, United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court")

AND TO: China Fisheries International Limited (Samoa) ("Debtor"), Case No. 16-11896 (JLG)
In re China Fishery Group Limited (Cayman), *et al.*, Case No. 16-11895 (JLG) (Jointly
Administered)

Proof of Claim Number 92 (Epiq Claim Number 309) (Partial Transfer)

Coöperatieve Rabobank U.A., Hong Kong Branch, a branch of Coöperatieve Rabobank U.A., whose place of incorporation is the Netherlands ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that Seller has unconditionally and irrevocably sold, transferred, and assigned to:

SC LOWY PRIMARY INVESTMENTS, LTD.

c/o 17th Floor, 8 Queen's Road Central, Hong Kong SAR

Attn: Steve Lyons

Tel: +852 3405 1300

Fax: +852 3405 1400

Email: Steve.Lyons@sclowy.com/ Yvonne.Yung@sclowy.com

its successors and assigns ("Buyer"), all rights, title, and interest in and to the claims asserted in Proof of Claim Number 92 (Epiq Claim Number 309) ("Claim") against the Debtor (Case No. 16-11896) in the Bankruptcy Court including for the avoidance of doubt the aggregate outstanding principal amount of loans of \$96,503,495.62, comprising of: (1) Facility A2 (borrowed by CFG Investment S.A.C.): \$73,426,572.62; (2) Facility B (borrowed by CFG Investment S.A.C.): \$22,957,269.17; and (3) Facility B (borrowed by China Fisheries International Limited): \$119,653.83, plus all interest, default interest, fees unpaid and/or claimed in connection therewith; *provided that* such transfer does not include any claim for payment and/or reimbursement of legal expenses

incurred by the Seller, in its capacity as lender, prior to 20 March 2018 as set forth or asserted in the aforesaid Claim.

Seller hereby waives any objection to the partial transfer of the Claim to Buyer as described herein on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller partially transferring to Buyer the portion of the Claim described herein and recognizing the Buyer as the sole owner and holder of such portion of the Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the portion of the Claim described herein to Buyer.

IN WITNESS WHEREOF, the undersigned have duly executed this Evidence of Partial Transfer of Claim by their duly authorized representatives as of 7 October 2021.

COÖPERATIEVE RABOBANK U.A., HONG KONG BRANCH

By: 
Name: **Kooi-Tiong Seah**
Title: **Regional Risk Officer, Asia**

By: 
Name: **Wan Melody**
Title: **Head of Wholesale Clients, Asia**

Acknowledged and Agreed:

SC LOWY PRIMARY INVESTMENTS, LTD.

By: _____

Name:

Title:

Glove Lyons
Authorized Signatory

Soo Cheon Lee
Authorized Signatory

*[SIGNATURE PAGE TO EVIDENCE OF PARTIAL TRANSFER OF CLAIM
(RABOBANK PIECE - RABO AND SC LOWY)]*