United States Bankruptcy Court Southern District of New York

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

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN PILED 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.

<u>Monarch Master Funding LTD</u> Name of Transferee	SC Lowy Primary Investments, Ltd. Name of Transferor
Name and Address where notices to transferee	Court Claim No.: 92 (Epiq Claim No. 309)
should be sent:	(Case No. 16-11896)(Case No. 16-11895 (JLG) (Jointly Administered)
c/o Monarch Alternative Capital LP	
535 Madison Avenue, 26th Floor,	Amount of Claim Transferred: USD
New York, NY 10022	58,003,496.62 in outstanding principal amount
Attn/Ref: Michael Gillin	of loans, comprised of the (1) Facility A2
	(borrowed by CFG Investment S.A.C.:
Telephone: + 212-554-1743	US\$44,133,095.32; (2) Facility B (borrowed
Facsimile: + 866-741-3564	by CFG Investment S.A.C.:
Email: fundops@monarchlp.com	US\$13,798,483.27; and (3) Facility B
Attn/Ref: Michael Gillin / China Fisheries	(borrowed by China Fisheries International
	Limited: US\$71,918.03, plus all pro rata
	interest, fees and other recoveries due thereon,
Last Four Digits of Acct. #:	other than claims for legal costs and expenses
	incurred by Cooperatieve Rabobank U.A.,
	Hong Kong Branch, in its capacity as a lender
	and original claimant in the aforesaid claim,
	prior to March 20, 2018 and owing by the
	Debtors, as set forth in the aforesaid claim.
	Date Claim Filed: January 13, 2017

Phone:

Last Four Digits of Acct. #:

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.

Monarch Master Funding LTD By: Monarch Alternative Capital LP Its: Advisor

Name: Christopher Santana Title: Managing Principal

Date: 7 October 2021

By:

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: United States Bankruptcy Court for the Southern District of New York ("<u>Bankruptcy Court</u>") Attn: Clerk

 AND TO: China Fisheries International Limited (Samoa) ("<u>Debtor</u>"), 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 no. 309)

SC Lowy Primary Investments, Ltd. ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned unto:

Monarch Master Funding LTD c/o Monarch Alternative Capital LP 535 Madison Avenue, 26th Floor New York, NY 10022 Attn: Michael Gillin Email: fundops@monarchlp.com

its successors and assigns ("<u>Buyer</u>"), all rights, title and interest in and to Proof of Claim Number 92 (Epiq Claim Number 309) ("<u>Claim</u>"), in the amount of USD 58,003,496.62 outstanding principal amount of loans, comprised of (1) Facility A2 (borrowed by CFG Investment S.A.C.): US\$44,133,095.32; (2) Facility B (borrowed by CFG Investment S.A.C.): US\$13,798,483.27; and (3) Facility B (borrowed by China Fisheries International Limited): US\$71,918.03, plus all pro rata interest, fees and other recoveries due thereon (the "<u>Assigned Claim</u>") against the Debtor in the Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor; *provided that* such transfer does not include any claim for payment and/or reimbursement of legal expenses incurred by Coöperatieve Rabobank U.A., Hong Kong Branch, in its capacity as a lender and original claimant in the aforesaid claim, prior to March 20, 2018 and owing by the Debtor to Coöperatieve Rabobank U.A., Hong Kong Branch, in its capacity as a lender under or in connection with the Facility Agreement, LSA Guarantee (each as defined in the Claim), as set forth in the Claim.

Seller hereby waives any objection to the partial transfer of the Assigned Claim to Buyer as described herein on the books and records of the Debtors 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 Assigned Claim and recognizing the Buyer as the sole owner and holder of such portion of the Assigned 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 Assigned Claim described herein to Buyer.

16-11895-jlg Doc 2739 Filed 10/07/21 Entered 10/07/21 18:25:33 Main Document Pg 4 of 5

IN WITNESS WHEREOF, the undersigned has duly executed this Partial Evidence of Transfer of Claim by its duly authorized representative dated 7 October 2021

SC Lowy Primary Investments, Ltd.

By: Name: **\$**oo Cheon Lee Title: tavo Uybos

A Charlend Stepalary

Authorized Signatory

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

16-11895-jlg Doc 2739 Filed 10/07/21 Entered 10/07/21 18:25:33 Main Document Pg 5 of 5

Monarch Master Funding LTD

By: Monarch Alternative Capital LP Its: Advisor

Name: Christopher Santana Title: Managing Principal

By: