

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

In re:

CHINA FISHERY GROUP LIMITED
(CAYMAN), *et al.*,¹

Debtors.

)
) Case No. 16-11895 (JLG)
)
) Chapter 11
)
)
) (Jointly Administered)
) **Re: Docket Nos. 2665 and 2666**

In re:

CFG PERU INVESTMENTS PTE. LIMITED
(SINGAPORE),

Debtor.

)
) Case No. 16-11914 (JLG)
)
) Chapter 11
)
)
) (Jointly Administered)
)

¹ The debtors in these chapter 11 cases are China Fishery Group Limited (Cayman), Pacific Andes International Holdings Limited (Bermuda), N.S. Hong Investment (BVI) Limited, South Pacific Shipping Agency Limited (BVI), China Fisheries International Limited (Samoa), 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. Ltd. (Singapore), Smart Group Limited (Cayman), Super Investment Limited (Cayman), Pacific Andes Resources Development Limited (Bermuda), Nouvelle Foods International Ltd., Golden Target Pacific Limited, Pacific Andes International Holdings (BVI) Limited, Zhonggang Fisheries Limited, Admired Agents Limited, Chiksano Management Limited, Clamford Holding Limited, Excel Concept Limited, Gain Star Management Limited, Grand Success Investment (Singapore) Private Limited, Hill Cosmos International Limited, Loyal Mark Holdings Limited, Metro Island International Limited, Mission Excel International Limited, Natprop Investments Limited, Pioneer Logistics Limited, Sea Capital International Limited, Shine Bright Management Limited, Superb Choice International Limited, and Toyama Holdings Limited (BVI).

**ORDER PURSUANT TO THE *CREDITOR PLAN PROPONENTS’
CHAPTER 11 PLAN FOR CFG PERU INVESTMENTS PTE. LTD.
(SINGAPORE)* AND SECTION 1129(a)(4) OF THE BANKRUPTCY CODE
(I) APPROVING ALL PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND
DISBURSEMENTS INCURRED BY (A) KASOWITZ BENSON TORRES LLP,
COUNSEL TO CERTAIN HOLDERS OF SENIOR NOTES, (B) DLA PIPER HONG
KONG AND DLA PIPER LLC (U.S.), COUNSEL TO CERTAIN CLUB FACILITY
LENDERS, AND (C) MIRANDA & AMADO ABOGADOS SCRL, COUNSEL TO
CERTAIN CLUB FACILITY LENDERS AND (II) AUTHORIZING AND DIRECTING
THE PLAN ADMINISTRATOR TO CAUSE CFG PERU (OR THE PERUVIAN
OPCOS, OR NEWCO ON BEHALF OF CFG PERU) TO PROMPTLY PAY ALL
SUCH PRE-CONFIRMATION FEES, EXPENSES, COSTS, AND DISBURSEMENTS**

Upon the motion (the “Motion”)² of the Creditor Plan Proponents to approve and direct payment of all of the Restructuring Expenses (including any fees, expenses, costs, and other disbursements) of Kasowitz Benson Torres LLP (“Kasowitz”), DLA Piper Hong Kong and DLA Piper LLP (U.S.) (together, “DLA”), and Miranda & Amado Abogados SCRL (“Miranda”) incurred prior to the Confirmation Date pursuant to the *Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 2654] (as amended, supplemented, or modified from time to time, the “Plan”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of CFG Peru, its estate, its creditors, and other parties in interest; and the Court being satisfied that the fees and expenses incurred by Kasowitz, DLA, and Miranda in connection with CFG Peru’s chapter 11 case are reasonable; and this Court having found that the Creditor Plan Proponents’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted, as set forth herein.
2. The Restructuring Expenses incurred by Kasowitz prior to the Confirmation Date in the aggregate amount of \$1,783,568.48, including fees of \$1,774,586.68 and expenses of \$8,981.80, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.
3. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to Kasowitz pursuant to the Kasowitz Engagement Letter.
4. The Restructuring Expenses incurred by DLA prior to the Confirmation Date in the aggregate amount of \$1,233,280.53, including fees of \$1,222,333.24 and expenses of \$10,947.29, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.
5. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to DLA pursuant to the DLA Engagement Letters.

6. The Restructuring Expenses incurred by Miranda prior to the Confirmation Date in the aggregate amount of \$80,897.75, including fees of \$76,755.31 and expenses of \$4,142.44, are allowed on a final basis, and the Plan Administrator is authorized and directed to cause CFG Peru (or the Peruvian OpCos, or NewCo on behalf of CFG Peru) to promptly pay (or reimburse the relevant holder of Senior Notes or Club Facility Lender) such Restructuring Expenses.

7. For the avoidance of any doubt, no further Court approval is required to effectuate payment of any post-Confirmation Date fees, expenses, costs, or other disbursements payable to Miranda pursuant to the Miranda Engagement Letter.

8. The Creditor Plan Proponents, the Plan Administrator, CFG Peru, NewCo, the Peruvian OpCos, Kasowitz, DLA, and Miranda are authorized to take all actions necessary to effectuate the relief granted in this Order.

9. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, as well as any

controversy or claim arising from or related to the DLA Engagement Letters, Kasowitz
Engagement Letters, or Miranda Engagement Letter.

Dated: October 22, 2021
New York, New York

/s/ *James L. Garrity, Jr.*

THE HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE