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

In re:

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

Debtors.

Chapter 11

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

**LIMITED OBJECTION AND RESERVATION OF RIGHTS IN RESPECT OF THE
REVISED FOURTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION
OF PACIFIC ANDES INTERNATIONAL HOLDINGS LIMITED (BERMUDA)
AND CERTAIN OF ITS AFFILIATED DEBTORS**

Alatir Limited (in liquidation), Europaco Limited (in liquidation), Metro Win Inc.
Limited (in liquidation), Pacific Andes Enterprises (BVI) Limited (in liquidation), Palanga
Limited (in liquidation), PARD Trade Limited (in liquidation), Parkmond Group Limited (in
liquidation), Perun Limited (in liquidation), Richtown Development Limited (in liquidation),
Solar Fish Trading Limited (in liquidation) and Zolotaya Orda Limited (in liquidation)
(collectively, the “Liquidation Companies”) hereby object and reserve their rights in respect of
the *Revised Fourth Amended Chapter 11 Plan of Reorganization of Pacific Andes International*

Holdings Limited (Bermuda) and Certain of Its Affiliated Debtors [ECF No. 2871-1] (the “Plan”),¹ and in support thereof respectfully state as follows.

1. As the Court is aware, the Plan is predicated upon consummation of a mediated settlement agreement by and among the Debtors, the Ng Entities, the Ng Family Members, the Liquidators and the Liquidation Companies (the “Settlement Agreement”). Consistent with that fact, the Plan is expressly subject to the terms and conditions of the Settlement Agreement. *See, e.g.*, Plan § 1(B) (terms of the Settlement Agreement incorporated by reference); § 2(B) (Settlement Agreement controls in the event of any inconsistency); § 10.1(g) (Plan effectiveness conditioned upon satisfaction or waiver of conditions precedent to Settlement Agreement); *see also* Plan § 6.2 (Plan must be consistent with Settlement Agreement and otherwise in form and substance reasonably acceptable to the Liquidators); § 13.3(b) (amendments to the Plan must be consistent with the terms of the Settlement Agreement).

2. In furtherance of the Settlement Agreement, the Liquidation Companies have in good faith withdrawn their objection to the Disclosure Statement [ECF No. 2756], consented to the adjournment of their motion to dismiss the chapter 11 case of Pacific Andes Enterprises (Hong Kong) Limited [No. 21-11588, ECF No. 2], voted certain of their allowed claims in favor of the Plan, and abstained from voting other claims consistent with the terms of the Settlement Agreement.

3. Notwithstanding the foregoing, consummation of the Settlement Agreement (and, accordingly, the effectiveness of the Plan) remains subject to significant conditionality. Pursuant to its terms, the Settlement Agreement is subject to, among other things, approval of this Court,

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan or the Settlement Agreement, as applicable.

approval of the British Virgin Islands High Court of Justice of the Eastern Caribbean Supreme Court (the “BVI Court”), approval of the Court of First Instance of the High Court of Hong Kong (the “Hong Kong Court”), and payment to the Liquidators of the Settlement Payment—all by no later than February 28, 2022.²

4. Subject to this Court’s approval of the Settlement Agreement, the Liquidation Companies will have no objection to confirmation of the Plan. However, for the avoidance of doubt, the Plan cannot become effective, and none of the transactions contemplated by the Plan can be consummated, until and unless all relevant conditions to the Settlement Agreement have been satisfied or waived, including approvals of the BVI and Hong Kong Courts and payment to the Liquidators of the Settlement Payment.

5. To the extent the Plan is confirmed but the relevant conditions to the Settlement Agreement are not satisfied or waived prior to February 28, 2022, or in the event the Debtors, the Ng Family Members or the Ng Entities default in the performance of their obligations under the Settlement Agreement, the Liquidation Companies reserve all of their rights under the Settlement Agreement, the Plan, the Bankruptcy Code, and otherwise, including without limitation to return to this Court to seek appropriate relief. *See, e.g.*, 11 U.S.C. § 1112(b)(4)(M) (cause to convert or dismiss a chapter 11 case based upon “inability to effectuate substantial consummation of a confirmed plan”); § 1112(b)(4)(N) (cause based upon “material default by the debtor with respect to a confirmed plan”).³

² The Liquidation Companies understand that the Debtors have expressed an intention to consummate the Plan by no later than January 31, 2022. While the Liquidation Companies have no objection to Plan effectiveness occurring as soon as the relevant conditions precedent have been satisfied or waived (including those set forth in the Settlement Agreement), they make no representation or warranty that the necessary BVI and Hong Kong Court approvals can or will be obtained prior to January 31.

³ Any default by the Debtors, the Ng Family Members or the Ng Entities in the performance of obligations under the Settlement Agreement will constitute a material default under the Plan. *See* Plan § 6.2.

CONCLUSION

Based upon the foregoing, the Liquidation Companies respectfully request that the Court condition confirmation of the Plan upon consummation of the Settlement Agreement as set forth herein and grant such other and further relief to which the Liquidators and the Liquidation Companies may be justly entitled.

Dated: January 10, 2022
New York, New York

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