

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

In re:)	
)	Case No. 16-11895 (JLG)
CHINA FISHERY GROUP LIMITED)	
(CAYMAN), <i>et al.</i> , ¹)	Chapter 11
)	
Debtors.)	(Jointly Administered)
)	Docket No. 2890

**STIPULATION AND ORDER REGARDING
ELECTION OF CERTAIN SENIOR NOTEHOLDERS AND
CLUB FACILITY LENDERS AND MADISON PACIFIC TRUST LIMITED
REGARDING RELEASES UNDER THE CFGL/PARD PLAN AND THE PAIH PLAN**

The above captioned debtors and debtors in possession (excluding, for the avoidance of any doubt, CFG Peru Investments Pte. Ltd. (Singapore) (“**CFG Peru**”)) (collectively, the “**Other Debtors**”), the members of the Ad Hoc Group (as defined in the *Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 2564] (as amended, supplemented, or modified from time to time, the “**CFG Peru Plan**”)), and Madison Pacific Trust Limited, as Club Facility Agent (as defined in the CFG Peru Plan) (together with the members of the Ad Hoc Group and the Other Debtors, collectively, the “**Parties**”), by and through their undersigned counsel, hereby stipulate and agree as follows and, upon entry by the

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).

United States Bankruptcy Court for the Southern District of New York (the “**Court**”), it shall be found and ordered as follows (this “**Stipulation and Order**”):

RECITALS

WHEREAS, on June 30, 2016 (the “**Petition Date**”), certain of the Other Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the Court;

WHEREAS, the Other Debtors are operating their business and managing their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on June 10, 2021, the Court entered the *Order Confirming Creditor Plan Proponents’ Chapter 11 Plan for CFG Peru Investments Pte. Ltd. (Singapore)* [Docket No. 2569] pursuant to which it confirmed the CFG Peru Plan;

WHEREAS, the CFG Peru Plan incorporates the terms of the Global Settlement Agreement (as defined in the CFG Peru Plan), pursuant to which the Other Debtors, certain persons and entities affiliated with the Other Debtors, the Ad Hoc Group, and the Creditor Plan Proponents mutually agreed to release certain claims and causes of action on the effective date of the CFG Peru Plan;

WHEREAS, the effective date of the CFG Peru Plan has not occurred as of the date hereof and, therefore, the mutual releases contemplated by the CFG Peru Plan and the Global Settlement Agreement contemplated thereby are not yet effective;

WHEREAS, on September 27, 2021, certain of the Other Debtors filed the *First Amended Joint Chapter 11 Plan of Reorganization of Pacific Andes International Holdings Limited (Bermuda) and Certain of Its Affiliated Debtors* (as amended, supplemented, or modified

from time to time, the “**PAIH Plan**”) and a related disclosure statement [Docket No. 2685] (as amended, supplemented, or modified from time to time, the “**PAIH Disclosure Statement**”);

WHEREAS, on September 27, 2021, certain of the Other Debtors filed 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* (as amended, supplemented, or modified from time to time, the “**CFGL/PARD Plan**”) and a related disclosure statement [Docket No. 2684] (as amended, supplemented, or modified from time to time, the “**CFGL/PARD Disclosure Statement**”);

WHEREAS, on December 22, 2021, the Court entered the *Order Approving (I) Disclosure Statement, (II) Form and Manner of Notices, (III) Form of Ballots and (IV) Solicitation Materials and Solicitation Procedures* [Docket No. 2870] (the “**PAIH Solicitation Procedures Order**”);

WHEREAS, under the PAIH Plan, a holder of a Class 21 N.S. Hong Club Facility Guaranty Claim is a Releasing Party under the PAIH Plan unless such holder opts out of the releases contemplated by the PAIH Plan in accordance with the PAIH Plan and the PAIH Solicitation Procedures Order, as applicable;

WHEREAS, on December 23, 2021, the Court entered the *Amended Order Approving (I) Disclosure Statement, (II) Form and Manner of Notices, (III) Form of Ballots and (IV) Solicitation Materials and Solicitation Procedures* of the CFGL/PARD Plan [Docket No. 2873] (the “**CFGL/PARD Solicitation Procedures Order**”);

WHEREAS, under the CFGL/PARD Plan, a holder of a Class 4 CFGL Unsecured Facilities Claim is a Releasing Party under the CFGL/PARD Plan unless such holder opts out of

the releases contemplated by the CFGL/PARD Plan in accordance with the CFGL/PARD Plan and the CFGL/PARD Solicitation Procedures Order as applicable;

WHEREAS, the entities identified on **Exhibit A** attached hereto and their respective related parties described in clause (vi) of the definition of “Releasing Parties” contained in each of the PAIH Plan and the CFGL/PARD Plan (collectively, the “**Opt-Out Claimants**”) hold Class 21 N.S. Hong Club Facility Guaranty Claims under the PAIH Plan and/or Class 4 CFGL Unsecured Facilities Claims under the CFGL/PARD Plan;

WHEREAS, the Opt-Out Claimants have elected to “opt out” of the releases contemplated by, and/or object to their potential inclusion as Releasing Parties under, the PAIH Plan and the CFGL/PARD Plan, as applicable; and

WHEREAS, the Parties have agreed, following good-faith arms’-length discussions, that the Opt-Out Claimants shall be deemed to have opted out from the releases contemplated by, and shall not constitute Releasing Parties under, the PAIH Plan or the CFGL/PARD Plan.

STIPULATION AND ORDER

NOW, THEREFORE, it is hereby stipulated and agreed to by and among the Parties and, upon being “so ordered” by the Court, it is hereby ordered, as follows:

1. Notwithstanding anything to the contrary in the PAIH Plan, the CFGL/PARD Plan, or any order of the Court confirming the PAIH Plan or the CFGL/PARD Plan, each Opt-Out Claimant, in any applicable capacity, shall be deemed to have opted out from the releases contemplated by the PAIH Plan, the CFGL/PARD Plan, or any order of the Court confirming the PAIH Plan or the CFGL/PARD Plan.

2. Notwithstanding anything to the contrary in the PAIH Plan, the CFGL/PARD Plan, or any order of the Court confirming the PAIH Plan or the CFGL/PARD Plan, each Opt-Out

Claimant, in any applicable capacity, shall not constitute a Releasing Party under the PAIH Plan, the CFGL/PARD Plan, or any order of the Court confirming the PAIH Plan or the CFGL/PARD Plan.

3. This Stipulation and Order shall have no effect, nor shall it be deemed in any way to modify, amend, or otherwise affect the CFG Peru Plan and/or the Global Settlement Agreement (as defined in the CFG Peru Plan).

4. Nothing in this Stipulation and Order is intended to, or shall be construed to, waive any rights, defenses, setoffs, objections, counterclaims, or coverage defenses that CFG Peru, the Creditor Plan Proponents (as defined in the CFG Peru Plan), the Club Facility Agent (as defined in the CFG Peru Plan), any of the Opt-Out Claimants, or the Other Debtors may have under the CFG Peru Plan and/or the Global Settlement Agreement (as defined in the CFG Peru Plan).

5. Except as expressly set forth herein, nothing in this Stipulation and Order is intended to, or shall be construed to, waive any rights, defenses, setoffs, objections, counterclaims, or coverage defenses that CFG Peru, the Creditor Plan Proponents (as defined in the CFG Peru Plan), the Club Facility Agent (as defined in the CFG Peru Plan), any of the Opt-Out Claimants, or the Other Debtors may have under the PAIH Plan or CFGL/PARD Plan.

6. This Stipulation and Order may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the undersigned counsel that executes this Stipulation and Order by or on behalf of each respective Party represents and warrants that such undersigned counsel has been duly authorized and empowered to execute and deliver this Stipulation and Order on behalf of such Party.

7. This Stipulation and Order constitutes the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto or by order of the Court. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any party for any purpose whatsoever.

8. Each Party represents and warrants to the other Party that it: (a) made this Stipulation and Order freely and voluntarily and with full knowledge of its significance; and (b) has been represented by counsel of its own choice in the negotiations preceding the execution of this Stipulation and Order and in connection with the preparation and execution of this Stipulation and Order.

9. The Other Debtors and each of the Opt-Out Claimants are authorized to take all actions necessary or desirable to effectuate the relief granted pursuant to, and in accordance with, this Stipulation and Order.

10. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, and 9014, or otherwise, the terms and conditions of this Stipulation and Order are immediately effective and enforceable upon its entry. This Stipulation and Order shall be enforceable against the Other Debtors during these Chapter 11 Cases, any subsequent converted Chapter 7 Case of any Debtor under Chapter 7 of the Bankruptcy Code, and after the dismissal of any Chapter 11 Case.

11. Pending entry of this Stipulation and Order by the Court, the Parties shall not take actions inconsistent with the provisions of this Stipulation and Order. In the event that this Stipulation and Order is not approved by the Court or is not executed by the Parties, (a) nothing herein shall be used against any of the Parties hereto for any reason and (b) the obligations of the Parties under this Stipulation and Order shall be null and void and, with the exception of this

paragraph, the Parties' respective rights and obligations under applicable law shall remain unaffected by this Stipulation and Order.

12. The laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Stipulation and Order.

13. The provisions of this Stipulation and Order constitute an order of the Court, and violations of the provisions of this Stipulation and Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other order of the Court.

14. The Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order. Any request for relief brought before the Court to resolve a dispute arising from or related to this Stipulation and Order, and the matters agreed to herein, shall be brought on proper notice and in accordance with the relevant Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York.

SO ORDERED:

New York, New York

Dated: _____, 2022

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

Dated: January 12, 2022

KLESTADT WINTERS JURELLER SOUTHARD & STEVENS, LLP

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Exhibit A

Opt-Out Claimants

1. Madison Pacific Trust Limited as Club Facility Agent (as defined in the CFG Peru Plan) and in any other capacity
2. Burlington Loan Management DAC
3. Cowell & Lee Asia Credit Opportunities Fund
4. Monarch Alternative Capital LP
5. VCFG, LLC
6. SC Lowy Primary Investments, Ltd.
7. Arkkan Opportunities Fund Ltd.
8. Deutsche Bank AG, London Branch