

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

In re:

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

Chapter 11

Case No. 16-11895 (JLG)

(Jointly Administered)

In re:

CFG Peru Investments Pte. Limited (Singapore),
Debtor.

Chapter 11

Case No. 16-11914 (JLG)

(Jointly Administered)

**ORDER (I) APPROVING THE SETTLEMENT AGREEMENT NETTING CERTAIN
INTERCOMPANY CLAIMS BETWEEN CFG PERU SINGAPORE AND CFGI, AND
BETWEEN CFG PERU SINGAPORE AND SFR, (II) AUTHORIZING CORPORATE
GOVERNANCE ACTIONS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of William A. Brandt, Jr., the Chapter 11
Trustee of CFG Peru Singapore, pursuant to Rule 9019 of the Federal Rules of Bankruptcy
Procedure (the “Bankruptcy Rules”) and sections 363 and 105(a) of chapter 11 of title 11 of the

¹ The Debtors 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), CFGI (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. Limited (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).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

United States Code (the “Bankruptcy Code”) for (i) approval of the Settlement Agreement Netting the CFG Peru Singapore-CFGI Intercompany Claim, the CFGI-CFG Peru Singapore Intercompany Claim between CFG Peru Singapore and CFG Investment S.A.C. (“CFGI”) and the CFG Peru Singapore-SFR Intercompany Claim and the SFR-CFG Peru Singapore Intercompany Claim between CFG Peru Singapore and Sustainable Fishing Resources S.A.C. (“SFR”); and (ii) authorization to take all corporate governance actions, consistent with Peruvian and Singaporean law, desirable or necessary to implement the Netting and other transactions contemplated under the Settlement Agreement, including but not limited to voting stock, passing shareholders’ resolutions, issuing proxies directing managers to execute any necessary documentation and directing and authorizing the CFGI and SFR to approve the execution of the Settlement Agreement and ancillary documents related thereto, and to empower their managers to take actions to implement the Netting of the Intercompany Claims and any other transactions contemplated therein, including by executing and subscribing documents, as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been given as provided in the Motion and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Motion (the “Hearing”), the record of which is incorporated by reference herein; and upon the record of the Hearing before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of CFG Peru Singapore, its estate, creditors, and all parties

in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement attached to the Motion as Exhibit B is approved.
3. The Chapter 11 Trustee is authorized, but not directed, to (i) execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers and to take any and all actions reasonably necessary or appropriate to consummate and implement the Settlement Agreement; and (ii) take all corporate governance actions consistent with Peruvian and Singaporean law that he determines are desirable or necessary to enable CFGI and SFR to approve the execution of the Settlement Agreement and ancillary documents related thereto, and to empower their managers to take actions to implement the Netting of the Intercompany Claims and any other transactions contemplated therein, including but not limited to voting stock, passing shareholders' resolutions, issuing proxies, directing managers to execute or subscribe any necessary documentation, and paying taxes.
4. Notwithstanding paragraph 3 of the *First Non-Core Asset Sale Procedures Order* [Dkt. No. 482], and paragraph 3 of the *Second Non-Core Asset Sale Procedures Order* [Dkt. No. 584], the Chapter 11 Trustee is authorized to cause SFR to transfer proceeds from the sale of non-core assets listed in the First and Second Non-Core Asset Sale Procedures Motions either directly or indirectly to CFG Peru Singapore to effectuate the transactions contemplated under the Settlement Agreement, provided that, the Chapter 11 Trustee complies with the terms of the *Order Authorizing (A) The Private Sale of a Non-Debtor Vessel and (B) The Chapter 11 Trustee*

to Consent to and Take All Necessary Corporate Actions Desirable or Necessary in Connection Therewith [Dkt. No. 457].

5. The Chapter 11 Trustee, CFGI, and SFR may implement non-material modifications to the Settlement Agreement without the need for notice or further approval of this Court.

6. This Order and the Settlement Agreement are intended to bind and inure to the benefit of and be enforceable by CFG Peru Singapore, CFGI, SFR, and their respective assigns.

7. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order, the Settlement Agreement, any claims and disputes relating to the Settlement Agreement, and the proposed Netting of the CFG Peru Singapore-CFGI Intercompany Claim, the CFGI-CFG Peru Singapore Intercompany Claim, the CFG Peru Singapore-SFR Intercompany Claim and the SFR-CFG Peru Singapore Intercompany Claim under the Settlement Agreement.

Dated: March 18, 2019
New York, New York

/s/ James L. Garrity, Jr.

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