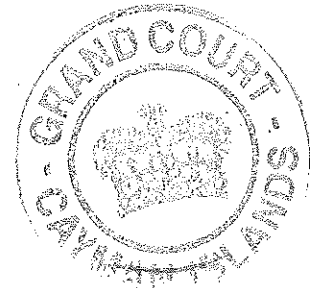


IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 186 OF 2015 (AJJ)

IN THE MATTER OF THE COMPANIES LAW (2013 REVISION)

AND IN THE MATTER OF CHINA FISHERY GROUP LIMITED



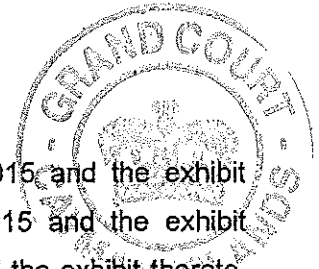
ORDER

UPON the Winding Up Petition of The Hongkong and Shanghai Banking Corporation Limited (the "Petitioner") presented on 27 November 2015 (the "Petition") in respect of China Fishery Group Limited (the "Company")

AND UPON the Company's Summons dated 5 January 2016 but served on the parties on 7 January 2016 (the "Discharge Summons"), seeking, *inter alia*, the discharge of the Company's Joint Provisional Liquidators (the "JPLs") and (ii) an abridgement of time for the service of the Discharge Summons

AND UPON the JPLs' Summons dated 13 January 2016 seeking recognition of their appointment in Hong Kong (the "Recognition Application")

AND UPON reading the first affidavit of Kris Beighton dated 12 November 2015 and the exhibit thereto, the first affidavit of Alexander Lawson dated 12 November 2015 and the exhibit thereto, the first affidavit of Fergal Thomas Power dated 23 November 2015 and the exhibit thereto, the second affirmation of Donna Michelle Duke dated 24 November 2015 and the exhibit thereto, the third affirmation of Donna Michelle Duke dated 25 November 2015 and the exhibit thereto, the fourth Affirmation of Donna Michelle Duke dated 27 November 2015 and the exhibit thereto, the fifth affirmation of Donna Michelle Duke dated 27 November 2015, the first affidavit of Nino Dilbert dated 3 December 2015 and the exhibit thereto, the sixth affirmation of Donna Michelle Duke dated 4 December 2015 and the exhibit thereto, the seventh affirmation of Donna Michelle Duke dated 7 December 2015 and the exhibit thereto, the first affirmation of Ng Joo Siang dated 7 December 2015 and the exhibit thereto, the first affirmation of Gary Peter Doran dated 8 December 2015, the first affirmation of Ng Joo Puay dated 18 December 2015 and the exhibit thereto, the second affirmation of Gary Peter Doran dated 18 December 2015 and the exhibit thereto, the first affirmation of Toh Yew Kuan Jeremy dated 21 January 2015 and the exhibit



thereto, the second affirmation of Ng Joo Siang dated 23 December 2015 and the exhibit thereto, the first affirmation of Ajinderpal Singh dated 28 December 2015 and the exhibit thereto, the first affidavit of Peter Henry Kendall dated 4 January 2016 and the exhibit thereto, the first affirmation of Wong Man Kin dated 4 January 2016 and the exhibit thereto, the eighth affirmation of Donna Michelle Duke dated 5 January 2016 and the exhibit thereto, the first affirmation of Chan Tak Hei dated 5 January 2016 and the exhibit thereto, the second affidavit of Kris Beighton dated 7 January 2016 and the exhibit thereto, the first affidavit of Claire Murphy dated 7 January 2016 and the exhibit thereto, the first affirmation of Bernie Nissen dated 8 January 2016 and the exhibit thereto, the third affidavit of Kris Beighton dated 13 January 2016 and the exhibit thereto, the first affirmation of Chiu Yee Angel Kwan dated 14 January 2016 and the exhibit thereto, the ninth affirmation of Donna Michelle Duke dated 18 January 2016 and the exhibit thereto, the first affirmation of Mel Blackford dated 18 January 2016 and the exhibit thereto, the second affirmation of Chan Tak Hei dated 18 January 2016 and the exhibit thereto, the second affidavit of Claire Murphy dated 18 January 2016 and the exhibit thereto and the skeleton arguments filed on behalf of the Petitioner, the Company, the JPLs, China CITIC Bank International Limited ("China CITIC"), Standard Chartered Bank (Hong Kong) Limited, DBS Bank (Hong Kong) Limited and Coöperatieve Centrale Raiffeisen-Boerenleenbank S.A., Hong Kong Branch (the "Other Club Lenders")

AND UPON reading the Petitioner's letter to the Court dated 22 January 2016 and being satisfied that it was appropriate to deal with this matter on the papers

AND UPON the Company providing to the Court the undertakings set out in the Deed of Undertaking dated 20 January 2016 (the "**Deed of Undertaking**") which appears as Schedule 1 to this Order

IT IS ORDERED THAT:

1. The JPLs ratify and consent (to the extent it may be necessary) to the Deed of Undertaking having been entered into by Chan Tak Hei (Dennis) on behalf of the Company such that the Deed of Undertaking shall bind the Company.
2. The JPLs shall take such steps as may be necessary to procure that the JPLs' nominee China Fisheries International Limited ("**CFIL**") directors ratify and consent (to the extent it



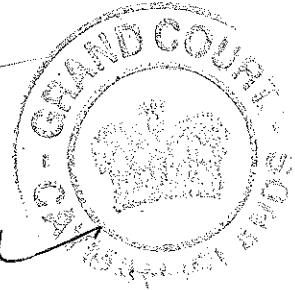
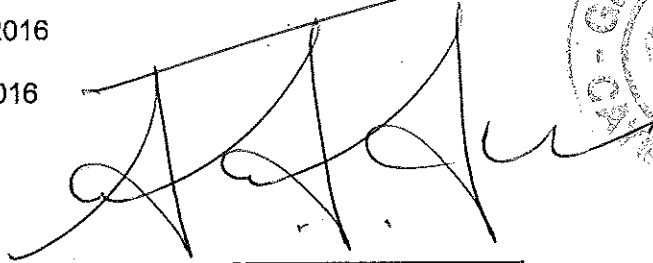
may be necessary) to the Deed of Undertaking having been entered into by Chan Tak Hei (Dennis) on behalf of CFIL such that the Deed of Undertaking shall bind CFIL.

3. The Petition, the Discharge Summons and the Recognition Application are hereby dismissed and the JPLs are hereby discharged upon the terms set out in the Deed of Undertaking, but without prejudice to the JPLs, the Petitioner and the Company having liberty to apply in respect of the payment of the fees and expenses of the provisional liquidation.
4. The Petitioner be released from its undertaking to the Court pursuant to the terms of the Order for Appointment of Provisional Liquidators dated 8 December 2015 upon the JPLs providing to the Court written confirmation of their receipt of the Interim Payment (as defined in the Deed of Undertaking) from either the Company or the Petitioner.
5. The Petitioner's costs of and incidental to the Petition be paid by the Company on an indemnity basis pursuant to the terms of the Deed of Undertaking and the Facility Agreement between the Company, the Petitioner and others dated 20 March 2014.
6. In the event that the Company fails to make the Interim Payment by 10 February 2016, the Petitioner shall immediately make the payment to the JPLs under the Petitioner's undertaking referred to in paragraph 4 above and the Company shall immediately pay such amount to the Petitioner.
7. The JPLs' costs of and incidental to the Petition, Discharge Summons and Recognition Application be costs of the provisional liquidation of the Company.
8. No order as to costs as regards any other party.
9. The JPLs are directed to produce their accounts setting out the fees and expenses of the provisional liquidation and to provide copies of such accounts to the Company and the Petitioner by 28 February 2016. In the absence of agreement by the Company and Petitioner as to the fees and expenses of the provisional liquidation, the JPLs shall

make an application for the approval of such fees and expenses pursuant to the Insolvency Practitioners Regulations 2008 (as amended) at a time to be heard on 31 March 2016.

Dated the 28th day of January 2016

Filed the 29th day of January 2016



The Honourable Justice Jones Q.C.
JUDGE OF THE GRAND COURT

Agreed as to form and content.

Walkers

Walkers

Attorneys for the Petitioner

Mourant Ozannes

Attorneys for the Company

Maples and Calder

Attorneys for the JPLs

Carey Olsen

Attorneys for Bank of America, N.A.

Solomon Harris

Attorneys for China CITIC

This Order is filed by Walkers, Attorneys-at-Law for the Petitioner, whose address for service is that of its Attorneys-at-Law, Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands.

Agreed as to form and content.

Walkers
Attorneys for the Petitioner

Mourant Ozannes

Mourant Ozannes
Attorneys for the Company

Maples and Calder
Attorneys for the JPLs

Carey Olsen
Attorneys for Bank of America, N.A.

Solomon Harris
Attorneys for China CITIC

This Order is filed by Walkers, Attorneys-at-Law for the Petitioner, whose address for service is that of its Attorneys-at-Law, Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands.

Agreed as to form and content.

Walkers

Attorneys for the Petitioner

Mourant Ozannes

Attorneys for the Company

Maples and Calder

Maples and Calder

Attorneys for the JPLs

Carey Olsen

Attorneys for Bank of America, N.A.

Solomon Harris

Attorneys for China CITIC

This Order is filed by Walkers, Attorneys-at-Law for the Petitioner, whose address for service is that of its Attorneys-at-Law, Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands.

Agreed as to form and content.

Walkers

Attorneys for the Petitioner

Mourant Ozannes

Attorneys for the Company

Maples and Calder

Attorneys for the JPLs



Carey Olsen

Attorneys for Bank of America, N.A.

Solomon Harris

Attorneys for China CITIC

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Agreed as to form and content.

Walkers

Attorneys for the Petitioner

Mourant Ozannes

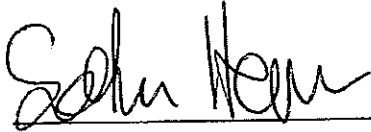
Attorneys for the Company

Maples and Calder

Attorneys for the JPLs

Carey Olsen

Attorneys for Bank of America, N.A.



Solomon Harris

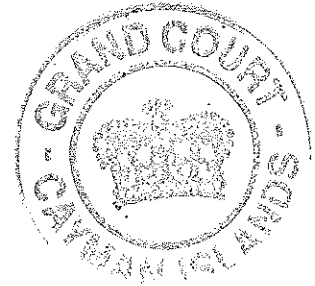
Attorneys for China CITIC

This Order is filed by Walkers, Attorneys-at-Law for the Petitioner, whose address for service is that of its Attorneys-at-Law, Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands.

SCHEDULE 1
Terms of Settlement

WITHOUT PREJUDICE

Dated 20 January 2016



(1) CHINA FISHERY GROUP LIMITED

- and -

(2) CHINA FISHERIES INTERNATIONAL LIMITED

- and -

(3) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

DEED OF UNDERTAKING

relating to China Fishery Group Limited and its subsidiaries

Linklaters

Linklaters
10th Floor, Alexandra House
Chater Road
Hong Kong

Telephone (+852) 2842 4888
Facsimile (+852) 2810 8133/2810 1696

Ref L-241542

RESTRICTED

A handwritten signature in black ink, appearing to be "A.A.I.", written over a horizontal line.

THIS DEED is made on 20 January 2016.

BETWEEN:

- (1) CHINA FISHERY GROUP LIMITED ("CFGL");
- (2) CHINA FISHERIES INTERNATIONAL LIMITED ("CFIL");
each at Rooms 3312-3314, Hong Kong Plaza, 188 Connaught Road West, Hong Kong, ("CF Group Parties" and each a "CF Group Party"); and
- (3) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED ("HSBC") of 1 Queen's Road Central, Hong Kong.

BACKGROUND:

- (A) China CITIC Bank International Limited, DBS Bank (Hong Kong) Limited, HSBC, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (also known as Rabobank International) Hong Kong Branch and Standard Chartered Bank (Hong Kong) Limited (the "Club Lenders") are lenders under a US\$650,000,000 facility agreement dated 20 March 2014 (as amended from time to time) between, among others, CFG Investment S.A.C., CFIL and Corporacion Pesquera Inca S.A.C. (the "Facility Agreement").
- (B) Bank of America, N.A. ("BoA") has provided certain facilities on a bilateral basis to CFIL and certain other subsidiaries of CFGL.
- (C) On 25 November 2015, HSBC issued petitions for the winding up of CFGL and CFIL in the High Court of Hong Kong. On 27 November 2015, HSBC issued a petition for the winding up of CFGL in the Grand Court of the Cayman Islands ("Cayman Court").
- (D) On 25 November 2015, Kris Beighton, Fergal Power and Edward Middleton of KPMG were appointed as joint and several provisional liquidators of CFGL and CFIL by the order of the High Court of the Hong Kong Special Administrative Region ("HK Court"). On 8 December 2015, Fergal Power, Kris Beighton and Alex Lawson of Messrs KPMG were appointed as the joint provisional liquidators of CFGL by order of the Cayman Court (the "PL Appointments"). On 5 January 2016, the HK Court issued an order dismissing the application to continue the order dated 25 November 2015 relating to the JPLs (the "HK Discharge Order").
- (E) All parties agree that a sale of the Peruvian business and/or assets ("Peruvian Business") of CFGL and its subsidiaries ("CF Group") must now be pursued in order to address CF Group's financial issues but the parties are concerned to ensure that this sales process is conducted in a transparent way which maximises value for all creditors concerned and other stakeholders. It is acknowledged that the sale of the Peruvian Business will be subject to relevant regulatory processes and approvals including those required under Peruvian laws and the listing rules of HKSE and SGX.
- (F) Following discussions between HSBC and the CF Group Parties, this Deed sets out the CF Group Parties' undertakings and other terms on which HSBC agrees to withdraw or terminate any appeal with respect to the HK Discharge Order and apply for an Order from the Cayman Court that the PL Appointments be terminated and the JPLs discharged and apply to withdraw the petitions referred to in Recital C above.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"Agent" has the meaning given to it in the Facility Agreement;

"Banks" means BoA and the Club Lenders in their capacity as creditors of the CF Group;

"BoA" has the meaning given to it in Recital B;

"BoA Costs" means the fees and expenses incurred by BoA in connection with the matters contemplated by this Deed but subject to agreement between the CF Group Parties and BoA in relation thereto;

"Bondholders" means the holders of the US\$300 million 9.75% senior notes due 2019 issued by CFG Investment S.A.C. pursuant to an Indenture dated 30 July 2012;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) on which commercial banks are open for general business in Hong Kong;

"Cayman Court" has the meaning given to it in Recital C;

"Cayman Petition" means the winding up petition that was set for hearing in the Cayman Court on 8 January 2016 and has been adjourned;

"CF Group" has the meaning given to it in Recital E;

"Club Lenders" has the meaning given to it in Recital A;

"Consent Order" means an order substantially in the form attached as Appendix 1;

"CRO" means the chief restructuring officer to be appointed under Clause 2.2.2;

"Debt" means all amounts owed to each of the Banks and the Bondholders by the CF Group, including all outstanding principal, all interest payable under the relevant contractual terms and all costs incurred, including (i) costs relating to the applications to the HK Court and Cayman Court (as applicable) for the winding-up of CFGL and CFIL and the PL Appointments and (ii) the BoA Costs;

"Default" has the meaning given to it in the Facility Agreement;

"Event of Default" has the meaning given to it in the Facility Agreement;

"Facility Agreement" has the meaning given to it in Recital A;

"Financial indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) shares which are expressed to be redeemable;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"Grant Thornton" means Grant Thornton Hong Kong;

"HK Court" has the meaning given to it in Recital D;

"HK Discharge Order" has the meaning given to it in Recital D;

"HKSE" means The Stock Exchange of Hong Kong Stock Limited;

"Hong Kong Petition" means the winding up petition set for hearing in the HK Court on 27 January 2016;

"Interim Payment" has the meaning given to it in Clause 2.3;

"JPLs" means the persons referred to in Recital D appointed as joint provisional liquidators by the HK Court and the Cayman Court;

"KPMG" means KPMG Hong Kong;

"Non-Compliance" means a failure to comply with any of the undertakings in Clause 2.4 that is notified by HSBC and/or BoA to the Banks and the CF Group Parties by the delivery of a written notice ("Non-Compliance Notice") of such an alleged failure;

"PAIH Group" means the group of companies or bodies corporate of which Pacific Andes International Holdings Limited is the ultimate holding company;

"Peruvian Business" has the meaning given to it in Recital E;

"PL Appointments" has the meaning given to it in Recital D;

"Repayment Date" means the date falling six (6) months from the date of this Deed or such later date as HSBC and BoA may (in consultation with the Banks) consent to, such consent not to be unreasonably withheld and shall in any event be given to such extension as may be reasonably necessary to obtain any regulatory consent required but not yet obtained with respect to the Sale (including from HKSE, SGX and under applicable Peruvian laws, if any) which the CF Group has applied for and used all reasonable commercial efforts to obtain;

"Reporting Accountant Engagement" has the meaning given to it in Clause 2.2.1;

"Sale" means the implementation of:

- (a) a sale of the Peruvian Business by the Repayment Date by CFGL and/or its relevant subsidiaries to either 中国合伙人（上海）股权投资基金管理有限公司 or 广州汇垠澳丰股权投资基金管理有限公司 on terms consistent with the memoranda of understanding dated 23 December 2015 and 24 December 2015 respectively; or
- (b) any other sale which can be completed by the Repayment Date and is on such other terms as are in the best interests of the CF Group's creditors;

"SGX" means the Singapore Exchange Limited; and

"Tomlin Order" means an order substantially in the form attached as Appendix 2.

1.2 In this Deed, unless the context otherwise requires, or unless otherwise expressly provided:

1.2.1 the singular shall include the plural and vice-versa;

1.2.2 references to a "person" include any company, unincorporated association or partnership, whether or not having separate legal personality, and references to a company include any company, corporation or body corporate, wherever incorporated;

1.2.3 headings are for ease of reference only and shall not affect the interpretation of this Deed; and

1.2.4 references to clauses are to clause of this Deed.

2 CF GROUP UNDERTAKINGS AND COVENANTS

The CF Group Parties hereby, jointly and severally, irrevocably and unconditionally undertake and covenant in favour of HSBC that the CF Group Parties shall procure:

2.1 immediately on the signing of this Deed the CF Group Parties shall sign a Consent Order and a Tomlin Order by which the undertakings in this Deed are given to the Cayman Court and the HK Court respectively and the parties shall take such steps as are necessary to procure that such orders are made by the Cayman Court and the HK Court; and

2.2 on or before 21 January 2016:

2.2.1 CFGL agrees to Grant Thornton being engaged by CFGL (on terms and with a scope of work to be agreed by HSBC and BoA after consultation with the Banks) to undertake an independent reporting accountant role in respect of the CF Group ("Reporting Accountant Engagement") reporting to the Banks. The Grant Thornton terms of engagement to which CFGL shall agree shall, amongst other terms, provide for the following:

- (i) full access to the affairs of the CF Group and its subsidiaries to allow Grant Thornton to undertake their engagement on terms reasonably acceptable to HSBC and BoA (following consultation with the Banks) and independently report directly to the Banks with respect to the Reporting Accountant Engagement;
- (ii) the provision of full support to the CRO as he deems necessary; and

- (iii) CFGL shall be responsible for payment of all fees reasonably incurred by Grant Thornton pursuant to the Reporting Accountant Engagement; and
- 2.2.2 Paul Brough be appointed as CRO (on terms reasonably acceptable to HSBC and BoA following consultation with the Banks) by CFGL and CFIL;
- 2.2.3 the CRO shall be appointed as a director of CFGL and the board of CFGL shall pass a resolution providing that the CRO shall participate fully in the Sale process (with all material actions related to the Sale process having to be approved by the CRO) and to ensure that the affairs and the finances of the CF Group are dealt with in the best interests of the relevant CF Group companies and their creditors; and
- 2.2.4 Ng Joo Siang and Mr Chan Tak Hei shall relinquish all board and management positions within the CF Group, and the board and management positions vacated by Ng Joo Siang shall be taken up by Ng Puay Yee (Jessie);
- 2.3 within 21 days of the date of this Deed, the sum of US\$3,100,000 (the "Interim Payment") be paid to KPMG on account of the costs and expenses (including legal costs) of the JPLs provided that KPMG has undertaken to seek approval of such costs and expenses from the Cayman Court and the HK Court failing agreement with the CF Group Parties with respect to such fees and expenses and further to repay to the CF Group Parties any amount by which the Interim Payment exceeds the aggregate amount which is payable under this Clause 2.3;
- 2.4 implementation of the following undertakings:
 - 2.4.1 the full repayment of the Debt by the Repayment Date;
 - 2.4.2 to procure that the CRO be appointed as a director and CRO of all such subsidiaries in the CF Group as the CRO subsequently considers necessary as a result of the CRO having tangible evidence of him having insufficient transparency on the operations of the CF Group companies following discussions between the CRO and the CF Group Parties for a period of not less than seven (7) days in relation to any such enlargement of CRO functions;
 - 2.4.3 updates on the Sale process (on a full and transparent basis) shall be provided to the Banks on a bi-weekly basis (or as otherwise agreed by the Banks acting reasonably), or sooner if reasonably requested by the Banks. For the avoidance of doubt, the CRO shall have unfettered rights to communicate with the Banks as regards such Sale process and also generally regarding the affairs of the CF Group in accordance with relevant laws and listing rules of the HKSE and SGX, where applicable;
 - 2.4.4 to procure that the management of all CF Group companies provide full cooperation with the CRO and Grant Thornton to allow them to carry out their roles and, with respect to the CRO, for the Sale to be implemented as soon as reasonably practicable;
 - 2.4.5 payment of such costs and expenses (including legal costs) of the JPLs as may be agreed or, if not agreed, as are approved by the HK Court or the Cayman Islands Court, to the extent such agreed or approved costs and expenses exceed the Interim Payment, such additional amount to be paid with fourteen (14) days of agreement or approval;

- 2.4.6 following delivery to CFGL by HSBC of details of its costs and expenses (including legal costs) incurred and a reasonable explanation for the incurrence of such costs and expenses, payment of HSBC's costs and expenses as a priority out of the proceeds of the Sale as soon as reasonably practicable after the Sale or forthwith in any event if the Sale has not occurred on or before the Repayment Date;
- 2.4.7 not to implement a Sale without the prior written approval of the CRO;
- 2.4.8 subject to Clause 2.4.9, no CF Group Party may incur any additional Financial Indebtedness including, without limitation, any additional Financial Indebtedness to another member of the CF Group or to another PAIH Group member;
- 2.4.9 Clause 2.4.8 shall not apply provided that such additional Financial Indebtedness is:
- (i) considered by management of such member of the CF Group to be necessary in the ordinary course of business including, without limitation, in respect of working capital requirements, trading activities and any other costs and expenses associated with any transaction contemplated by this Deed;
 - (ii) approved by the CRO in writing; and
 - (iii) incurred with a bank or financial institution or a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets;
- 2.4.10 in collaboration with the CRO, the preparation of a financial budget for the CF Group that sets out the working capital needs of the CF Group for a period of six (6) and twelve (12) months from the date hereof; and
- 2.4.11 each CF Group Party shall ensure that at all times any unsecured and unsubordinated claims of the Banks and the Bondholders against it rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

3 REMOVAL OF THE JPLs AND WITHDRAWAL OF PETITIONS

- 3.1 Upon the full compliance with Clause 2.2 by 11.59pm Hong Kong time on 21 January 2016, HSBC shall immediately take all necessary action (and any action reasonably requested by the CF Parties) to (a) remove and terminate the PL Appointment; (b) apply for the dismissal of the Cayman Petition and the Hong Kong Petition; and (c) remove and terminate any appeal with respect to the HK Discharge Order. This Deed shall take effect on the date hereof and only terminate in accordance with the terms hereof.
- 3.2 Nothing in the Deed will or is intended to operate as a waiver of any Event of Default, any Default, any of the obligations of the CF Group Parties or any of HSBC's or BoA's rights and remedies save that HSBC agrees not to take any action or steps to enforce the Debt (or any part thereof) before the termination of this Deed.

4 APPOINTMENT OF THE JPLs ON TERMINATION

If this Deed is terminated pursuant to Clauses 6.1, 6.2, 6.3 or 6.5, each of HSBC and BoA shall individually be at liberty to apply to the Cayman Court for the immediate re-

appointment of the JPLs or the appointment of any other qualified individuals as joint and several provisional liquidators and the CF Parties hereby consent to such re-appointment or appointment (as applicable) provided that the CF Parties may oppose such re-appointment or appointment (as applicable) on the ground (and only upon the ground) that they assert that this Deed has not terminated.

5 GOVERNING LAW AND JURISDICTION

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and each of the CF Group Parties irrevocably submits to the exclusive jurisdiction of the HK Court. Notwithstanding anything above, any obligations of the CF Group Parties herein shall be subject to the relevant provisions of the applicable laws as well as listing rules and listing manual of the stock exchanges operated by HKSE and SGX.

6 TERMINATION

This Deed will terminate on the earliest of:

- 6.1 a breach by a CF Group Party of clause 2.3;
- 6.2 the date which is seven (7) days after delivery to CFGF of a Non-Compliance Notice by HSBC and/or BoA that remains unremedied;
- 6.3 delivery by the CRO or by BoA or by HSBC to the CF Group Parties (with copies to the Banks and the Agent) of a notice in writing stating that in his/its reasonable opinion there is no reasonable prospect of completing a Sale and fully discharging the Debt by the Repayment Date provided that the CF Group Parties shall have been given at least fourteen (14) days written notice by the CRO or by BoA or by HSBC, as appropriate, of his/its intention so to notify the CF Group Parties (with copies to the Banks and the Agent) and having been afforded the good faith opportunity to discuss the same with the CRO or BoA or HSBC as appropriate;
- 6.4 the date on which the Debt is repaid in full; or
- 6.5 15 July 2016 or such later date as HSBC and BoA may agree in writing.

7 NOTICE

Notice under Clause 6 shall be validly delivered if delivered by hand to CFGF at Rooms 3312-3314, Hong Kong Plaza, 188 Connaught Road West, Hong Kong for the attention of Ms Jessie Ng and copied by electronic mail to Jessie.ng@pacificandes.com and Bertie.Mehlgan@ashurst.com.

8 RIGHTS OF THIRD PARTIES

This Deed is solely for the benefit of (a) the parties specifically named at the beginning of this Deed; and (b) BoA. No other party shall have any rights under this Deed (pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) or otherwise) or shall be able to rely upon or enforce any provisions herein.

9 DISCLOSURE

The company may make such disclosure relating to this Deed as required under any laws and listing rules requirements under the HKSE and SGX.

10 COUNTERPARTS

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same Instrument. A party may enter into this Deed by executing any such counterpart.

APPENDIX 1

Consent Order

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO: FSD 186 OF 2015 (AJJ)

**Before The Honourable Justice Andrew Jones QC
In Chambers [In Open Court], 2016**

IN THE MATTER OF THE COMPANIES LAW (2013 REVISION)

AND IN THE MATTER OF CHINA FISHERY GROUP LIMITED

ORDER

UPON the parties having agreed terms of settlement as per Schedules 1 and 2 to this Order;

AND UPON China Fishery Group Limited (the "Company") providing undertakings to the Court which are identical to the undertakings set out in Clauses 2.2, 2.3 and 2.4 of the Deed of Undertaking dated [●] January 2016 entered into between the Petitioner, the Company and China Fisheries International Limited, a copy of which is appended at Schedule 2 to this Order;

BY CONSENT IT IS ORDERED THAT:

1. All further proceedings in this matter be temporarily stayed until 11:59 pm Hong Kong time on 21 January 2016, upon the terms set out in Schedules 1 and 2 of this Order signed by attorneys for each party, except for the purpose of enforcing those terms in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016.
2. Either party may be permitted to apply to the Court to enforce the terms set out in Schedules 1 and 2 in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016 without the need to bring a new claim.

3. The Order made by this Honourable Court on 8 December 2015 appointing Kris Beighton, Alexander Lawson and Fergal Power of KPMG as Joint Provisional Liquidators ("JPLs") do hereby be varied to stay the duties and powers of the JPLs pending the discharge of the JPLs on or after 22 January 2016 in accordance with clause 3 of Schedule 2 hereof, and the JPLs are hereby authorised and directed to cooperate with the Petitioner with respect to its obligations under clause 3 of Schedule 2.

DATED the day of 2016
FILED the day of 2016

THE HONOURABLE MR. JUSTICE ANDREW JONES QC
JUDGE OF THE GRAND COURT

This Order was filed by Walkers, Attorneys at Law for the Petitioner whose address for service is that of their said attorneys, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001.

AGREED AS TO FORM AND CONTENT

Walkers
Attorneys at Law for the Petitioner

Mourant Ozannes
Attorneys at Law for China Fishery Group
Limited

Harneys
Attorneys at Law for Coöperatieve Centrale
Raiffeisen-Boerenleenbank B.A. Hong Kong
Branch, DBS Bank (Hong Kong) Limited, and
Standard Chartered Bank (Hong Kong) Limited

Solomon Harris
Attorneys at Law for China CITIC Bank
International Limited

Schedule 1

Unless otherwise stated, this Schedule will adopt the same terms as defined in the Deed of Undertaking appearing at Schedule 2 of this Order.

It is agreed by all parties that:-

1. In the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016, the Petitioner, HSBC, may specifically enforce Clause 2.2 of the Deed of Undertaking against the CF Group Parties;
2. For avoidance of doubt, even if Clause 2.2 of the Deed of Undertaking is fully complied with by 11:59 pm Hong Kong time on 21 January 2016, the temporary stay under this Order shall nevertheless cease to have effect, and the Petitioner, HSBC, is at liberty to take further steps in this matter. The scope of this Order is not intended to cover clause 3.1 of the Deed of Undertaking or otherwise extend beyond 11:59 pm Hong Kong time on 21 January 2016; and
3. If, in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016, the Deed of Undertaking is terminated pursuant to clause 6 of the Deed of Undertaking, the temporary stay under this Order shall be automatically lifted following which the Petitioner, HSBC, is at liberty to take further steps in this matter without reference to the CF Group Parties.

Schedule Z

Copy of the Deed of Undertaking

APPENDIX 2

Tomlin Order

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMPANIES (WINDING-UP) PROCEEDINGS NO. 367 OF 2015

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERY GROUP
LIMITED

DRAFT TOMLIN ORDER

UPON the parties having agreed terms of settlement as per Schedules 1 and 2 to this Order

AND UPON China Fishery Group Limited (the "Company") providing undertakings to the Court which are identical to the undertakings set out in Clauses 2.2, 2.3 and 2.4 of the Deed of Undertaking dated [•] January 2016 entered into between the Petitioner, the Company and China Fisheries International Limited, a copy of which is appended at Schedule 2 to this Order

BY CONSENT

IT IS ORDERED THAT all further proceedings in this matter be temporarily stayed until 11:59 pm Hong Kong time on 21 January 2016, upon the terms set out in Schedules 1 and 2 of this Order signed by solicitors for each party, except for the purpose of enforcing those terms in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016.

AND IT IS FURTHER ORDERED THAT either party may be permitted to apply to the Court to enforce the terms set out in Schedules 1 and 2 in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016 without the need to bring a new claim.

Dated the day of January 2016.

RéRegistrar

We hereby consent to an Order being made in the above terms.

Linklaters

Solicitors for the Petitioner

(Ref. DJK/MKYS/JYKT/L-241542)

Haldanes

Solicitors for China Fishery Group Limited

(Ref. 2015324226/PCR/DJH)

DLA Piper Hong Kong

Solicitors for Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A. Hong Kong Branch, DBS
Bank (Hong Kong) Limited, and Standard
Chartered Bank (Hong Kong) Limited

(Ref. AWB/2001027/14)

Joseph S.C. Chan & Co

Solicitors for China CITIC Bank International
Limited

(Ref. CM/CCF/C/23955/2015)

Schedule 1

Unless otherwise stated, this Schedule will adopt the same terms as defined in the Deed of Undertaking appearing at Schedule 2 of this Tomlin Order.

It is agreed by all parties that:-

1. In the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Petitioner, HSBC, may specifically enforce Clause 2.2 of the Deed of Undertaking against the CF Group Parties;
2. For avoidance of doubt, even if Clause 2.2 of the Deed of Undertaking is fully complied with by 11:59 pm Hong Kong time on 21 January 2016, the temporary stay under this Tomlin Order shall nevertheless cease to have effect, and the Petitioner, HSBC, is at liberty to take further steps in this matter. The scope of this Tomlin Order is not intended to cover clause 3.1 of the Deed of Undertaking or otherwise extend beyond 11:59 pm Hong Kong time on 21 January 2016; and
3. If, in the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Deed of Undertaking is terminated pursuant to clause 6 of the Deed of Undertaking, the temporary stay under this Tomlin Order shall be automatically lifted following which the Petitioner, HSBC, is at liberty to take further steps in this matter without reference to the CF Group Parties.

Schedule 2

Copy of the Deed of Undertaking

HCCW 367 / 2015

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

COMPANIES (WINDING UP) NO. 367 OF 2015

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERY
GROUP LIMITED

DRAFT TOMLIN ORDER

Dated the day of January 2016.

Filed the day of January 2016.

Linklaters
Solicitors for the Petitioner
10th Floor, Alexandra House
Chater Road
Hong Kong
Tel: (852) 2842 4888
Fax: (852) 2810 8133

(Our Ref: DJK/MKYS/JYKT/L-241542)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMPANIES (WINDING-UP) PROCEEDINGS NO. 368 OF 2015

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERIES
INTERNATIONAL LIMITED

DRAFT TOMLIN ORDER

UPON the parties having agreed terms of settlement as per Schedules 1 and 2 to this Order

AND UPON China Fisheries International Limited (the "Company") providing undertakings to the Court which are identical to the undertakings set out in Clauses 2.2, 2.3 and 2.4 of the Deed of Undertaking dated [•] January 2016 entered into between the Petitioner, the Company and China Fishery Group Limited, a copy of which is appended at Schedule 2 to this Order

BY CONSENT

IT IS ORDERED THAT all further proceedings in this matter be temporarily stayed until 11:59 pm Hong Kong time on 21 January 2016, upon the terms set out in Schedules 1 and 2 of this Order signed by solicitors for each party, except for the purpose of enforcing those terms in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016.

AND IT IS FURTHER ORDERED THAT either party may be permitted to apply to the Court to enforce the terms set out in Schedules 1 and 2 in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016 without the need to bring a new claim.

Dated the day of January 2016.

Registrar

We hereby consent to an Order being made in the above terms.

Linklaters

Solicitors for the Petitioner

(Ref: DJK/MKYS/JYKT/L-241542)

Haldanes

Solicitors for China Fisheries International
Limited

(Ref. 2015324226/PCR/DJH)

DLA Piper Hong Kong

Solicitors for Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A. Hong Kong Branch, DBS
Bank (Hong Kong) Limited, and Standard
Chartered Bank (Hong Kong) Limited

(Ref: AWB/2001027/14)

Joseph S.C. Chan & Co

Solicitors for China CITIC Bank International
Limited

(Ref: GM/CCF/C/23955/2015)

Schedule 1

Unless otherwise stated, this Schedule will adopt the same terms as defined in the Deed of Undertaking appearing at Schedule 2 of this Tomlin Order.

It is agreed by all parties that:-

1. In the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Petitioner, HSBC, may specifically enforce Clause 2.2 of the Deed of Undertaking against the CF Group Parties;
2. For avoidance of doubt, even if Clause 2.2 of the Deed of Undertaking is fully complied with by 11:59 pm Hong Kong time on 21 January 2016, the temporary stay under this Tomlin Order shall nevertheless cease to have effect, and the Petitioner, HSBC, is at liberty to take further steps in this matter. The scope of this Tomlin Order is not intended to cover clause 3.1 of the Deed of Undertaking or otherwise extend beyond 11:59 pm Hong Kong time on 21 January 2016; and
3. If, in the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Deed of Undertaking is terminated pursuant to clause 6 of the Deed of Undertaking, the temporary stay under this Tomlin Order shall be automatically lifted following which the Petitioner, HSBC, is at liberty to take further steps in this matter without reference to the CF Group Parties.

Schedule 2

Copy of the Deed of Undertaking

HCCW 368 / 2015

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

COMPANIES (WINDING UP) NO. 368 OF 2015

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERIES
INTERNATIONAL LIMITED

DRAFT TOMLIN ORDER

Dated the day of January 2016.

Filed the day of January 2016.

Linklaters
Solicitors for the Petitioner
10th Floor, Alexandra House
Chater Road
Hong Kong
Tel: (852) 2842 4888
Fax: (852) 2810 8133

(Our Ref: DJK/MKYS/JYKT/L-241542)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF APPEAL
MISCELLANEOUS PROCEEDINGS NO. 44 OF 2016
(ON AN INTENDED APPEAL FROM HCCW NO. 367 OF 2015)

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERY GROUP
LIMITED

BETWEEN

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

Petitioner

and

CHINA FISHERY GROUP LIMITED

Respondent

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. HONG KONG BRANCH

1st Interested Creditor

DBS BANK (HONG KONG) LIMITED

2nd Interested Creditor

STANDARD CHARTERED BANK (HONG KONG) LIMITED

3rd Interested Creditor

CHINA CITIC BANK INTERNATIONAL LIMITED

4th Interested Creditor

DRAFT TOMLIN ORDER

UPON the parties having agreed terms of settlement as per Schedules 1 and 2 to this Order

AND UPON China Fishery Group Limited (the "Company") providing undertakings to the Court which are identical to the undertakings set out in Clauses 2.2, 2.3 and 2.4 of the Deed of Undertaking dated [•] January 2016 entered into between the Petitioner, the Company and China Fisheries International Limited, a copy of which is appended at Schedule 2 to this Order

BY CONSENT

IT IS ORDERED THAT all further proceedings in this matter be temporarily stayed until 11:59 pm Hong Kong time on 21 January 2016, upon the terms set out in Schedules 1 and 2 of this Order signed by solicitors for each party, except for the purpose of enforcing those terms in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016,

AND IT IS FURTHER ORDERED THAT either party may be permitted to apply to the Court to enforce the terms set out in Schedules 1 and 2 in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016 without the need to bring a new claim.

Dated the day of January 2016.

Registrar

We hereby consent to an Order being made in the above terms.

Linklaters
Solicitors for the Petitioner
(Ref: DJK/MKYS/JYKT/L-241542)

Haldanes
Solicitors for the Respondent
(Ref: 2015324226/PCR/DJH)

DLA Piper Hong Kong
Solicitors for the 1st, 2nd and 3rd Interested
Creditors
(Ref: AWB/2001027/14)

Joseph S.C. Chan & Co
Solicitors for the 4th Interested Creditor
(Ref: CM/GCF/C/23955/2015)

Schedule 1

Unless otherwise stated, this Schedule will adopt the same terms as defined in the Deed of Undertaking appearing at Schedule 2 of this Tomlin Order.

It is agreed by all parties that:-

1. In the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Petitioner, HSBC, may specifically enforce Clause 2.2 of the Deed of Undertaking against the CF Group Parties;
2. For avoidance of doubt, even if Clause 2.2 of the Deed of Undertaking is fully complied with by 11:59 pm Hong Kong time on 21 January 2016, the temporary stay under this Tomlin Order shall nevertheless cease to have effect, and the Petitioner, HSBC, is at liberty to take further steps in this matter. The scope of this Tomlin Order is not intended to cover clause 3.1 of the Deed of Undertaking or otherwise extend beyond 11:59 pm Hong Kong time on 21 January 2016;
3. If, in the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Deed of Undertaking is terminated pursuant to clause 6 of the Deed of Undertaking, the temporary stay under this Tomlin Order shall be automatically lifted following which the Petitioner, HSBC, is at liberty to take further steps in this matter without reference to the CF Group Parties.

Schedule 2

Copy of the Deed of Undertaking

HCMP 44 / 2016

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF APPEAL

MISCELLANEOUS PROCEEDINGS NO. 44 OF 2016

(ON AN INTENDED APPEAL
FROM HCCW 367 OF 2015)

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERY
GROUP LIMITED

DRAFT TOMLIN ORDER

Dated the day of January 2016.

Filed the day of January 2016.

Linklaters
Solicitors for the Petitioner
10th Floor, Alexandra House
Chater Road
Hong Kong
Tel: (852) 2842 4888
Fax: (852) 2810 8133

(Our Ref: DJK/MKYS/JYKT/L-241542)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF APPEAL
MISCELLANEOUS PROCEEDINGS NO. 45 OF 2016
(ON AN INTENDED APPEAL FROM HCCW NO. 368 OF 2015)

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERIES
INTERNATIONAL LIMITED

BETWEEN

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

Petitioner

and

CHINA FISHERIES INTERNATIONAL LIMITED

Respondent

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. HONG KONG BRANCH

1st Interested Creditor

DBS BANK (HONG KONG) LIMITED

2nd Interested Creditor

STANDARD CHARTERED BANK (HONG KONG) LIMITED

3rd Interested Creditor

CHINA CITIC BANK INTERNATIONAL LIMITED

4th Interested Creditor

DRAFT TOMLIN ORDER

UPON the parties having agreed terms of settlement as per Schedules 1 and 2 to this Order

AND UPON China Fisheries International Limited (the "Company") providing undertakings to the Court which are identical to the undertakings set out in Clauses 2.2, 2.3 and 2.4 of the Deed of Undertaking dated [•] January 2016 entered into between the Petitioner, the Company and China Fishery Group Limited, a copy of which is appended at Schedule 2 to this Order

BY CONSENT

IT IS ORDERED THAT all further proceedings in this matter be temporarily stayed until 11:59 pm Hong Kong time on 21 January 2016, upon the terms set out in Schedules 1 and 2 of this Order signed by solicitors for each party, except for the purpose of enforcing those terms in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016.

AND IT IS FURTHER ORDERED THAT either party may be permitted to apply to the Court to enforce the terms set out in Schedules 1 and 2 in the interim period between the date of this Order and 11:59 pm Hong Kong time on 21 January 2016 without the need to bring a new claim.

Dated the day of January 2016.

Registrar

We hereby consent to an Order being made in the above terms.

Linklaters
Solicitors for the Petitioner
(Ref: DJK/MKYS/JYKT/L-241542)

Haldanes
Solicitors for the Respondent
(Ref: 2015324226/PCR/DJH)

DLA Piper Hong Kong
Solicitors for the 1st, 2nd and 3rd Interested
Creditors
(Ref: AWB/2001027/14)

Joseph S.C. Chan & Co
Solicitors for the 4th Interested Creditor
(Ref: CM/CCF/C/23955/2015)

Schedule 1

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It is agreed by all parties that:-

1. In the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Petitioner, HSBC, may specifically enforce Clause 2.2 of the Deed of Undertaking against the CF Group Parties;
2. For avoidance of doubt, even if Clause 2.2 of the Deed of Undertaking is fully complied with by 11:59 pm Hong Kong time on 21 January 2016, the temporary stay under this Tomlin Order shall nevertheless cease to have effect, and the Petitioner, HSBC, is at liberty to take further steps in this matter. The scope of this Tomlin Order is not intended to cover clause 3.1 of the Deed of Undertaking or otherwise extend beyond 11:59 pm Hong Kong time on 21 January 2016;
3. If, in the interim period between the date of this Tomlin Order and 11:59 pm Hong Kong time on 21 January 2016, the Deed of Undertaking is terminated pursuant to clause 6 of the Deed of Undertaking, the temporary stay under this Tomlin Order shall be automatically lifted following which the Petitioner, HSBC, is at liberty to take further steps in this matter without reference to the CF Group Parties.

Schedule 2

Copy of the Deed of Undertaking

HCMP 45 / 2016

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF APPEAL
MISCELLANEOUS PROCEEDINGS NO. 45 OF 2016

(ON AN INTENDED APPEAL
FROM HCCW 368 OF 2015)

IN THE MATTER OF THE COMPANIES
(WINDING UP AND MISCELLANEOUS
PROVISIONS) ORDINANCE (CAP. 32)

AND

IN THE MATTER OF CHINA FISHERIES
INTERNATIONAL LIMITED

DRAFT TOMLIN ORDER

Dated the day of January 2016.

Filed the day of January 2016.

Linklaters
Solicitors for the Petitioner
10th Floor, Alexandra House
Chater Road
Hong Kong
Tel: (852) 2842 4888
Fax: (852) 2810 8133

(Our Ref: DJK/MKYS/JYKT/L-241542)

IN WITNESS whereof, this Deed was duly executed as a deed and delivered on the date stated at the beginning of this Deed.

CHINA FISHERY GROUP LIMITED

Executed as a deed by CHINA FISHERY)
GROUP LIMITED acting by)
(Chan Tak Hei) its duly authorised)
representative in the presence of:)

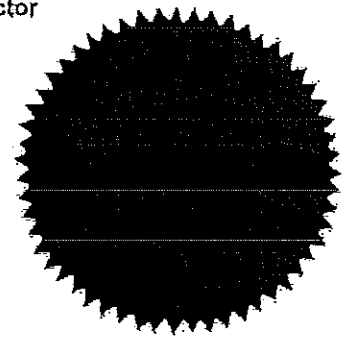
Signature *Chan Tak Hei*

Name (block capitals) CHAN TAK HEI
Director

Witness signature *Peter Chung*

Witness name (block capitals) Peter Chung

Witness address 32 floor Hong Kong Plaza, 186 Connaught Road West, Hong Kong



CHINA FISHERIES INTERNATIONAL LIMITED

Executed as a deed by CHINA FISHERIES)
INTERNATIONAL LIMITED acting by)
CHAN TAK HOI its duly authorised)
representative in the presence of:)

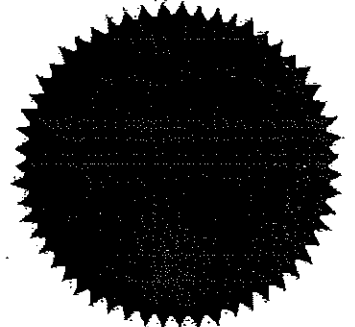
Signature *Chan Tak Hoi*

Name (block capitals) CHAN TAK HOI
Director

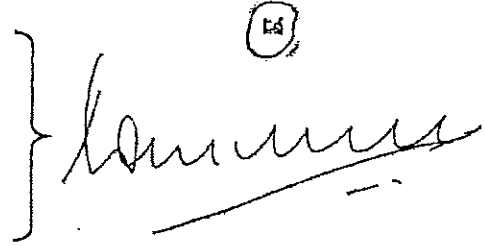
Witness signature *Peter Chung*

Witness name (block capitals) Peter Chung

Witness address 32 Floor, Hong
Kong Plaza, 186
Connaught Road West,
Hong Kong



Signed and sealed by Mark T. McKeown under the power of attorney dated 6 August 2014 and thereby executed by The Hongkong and Shanghai Banking Corporation Limited as its deed in the presence of:



Name Adam B. Clark

Address Level 31, HSBC Main Building
1 Queen's Road Central, Hong Kong

Occupation Sr. Loan Management Manager