

SCHEDULE 2.2

BULLETIN – NON ACCESSION TO NUEVA PESCANOVA
S.L. REFINANCING AGREEMENT

This document shall be subscribed by those Offerees who do not wish to join the Refinancing Agreement according to the terms set forth by the invitation published on Nueva Pescanova S.L. website (www.nuevapescanova.com) on 26th January 2017 (the *Invitation*)

Any term in capital letters and not expressly defined shall have the meaning given to them by the Invitation. This document must be read together with the Invitation.

Unless otherwise expressly mentioned under following paragraph 2, Offeree by sending this bulletin duly filled in a timely and correct manner, opts to capitalize any credits against Nueva Pescanova according to the terms of the Invitation and this Bulletin.

This Bulletin must be received by Nueva Pescanova **on 24th. February 2017 at the latest**, and sent by email to the following address: acreedores@nuevapescanova.com. Together with this bulletin a copy of any power(s) the undersigned may hold shall be sent in order to certify the undersigned is/are sufficiently authorised.

1. OFFEREE'S IDENTIFICATION DETAILS	
Offeree's Identification (natural person/legal entity who subscribes the bulletin)	
• Company Name / Name& surname:	
• Identity Number/ Passport:	
• Nationality:	
• Registered Office:	
• Contact Person:	
• Telephone:	
• Email address:	
Identification of legal representative(s) (natural person(s) signing the bulletin on behalf of the Offeree):	
• Name & surname:	
• Identification number/ Passport:	
• Nationality:	

• Position/ power:	
• Name & Surname:	
• Identification Number/ Passport:	
• Nationality:	
• Position /Power:	

2. CAPITALIZATION OPTION

The Offeree expressly and irrevocably agrees to capitalize any Financial Liability he/she holds, which on the Effective Date represents 35% in terms of Amortized Cost and also represents 35% of his/her Financial Liability in terms of nominal value on the same date, for each Section, according to the information recorded in the Company's accounting records, and the Offeree allows the Company to proceed with the relevant Capital Increase.

According to Additional Provision 4 of the (Spanish) Bankruptcy Law, in connection with article 301 of the (Spanish) Corporate Law, any credits subject to capitalization within each Section shall be deemed as liquid, due and enforceable at the moment of being set off by Nueva Pescanova Shareholders General Meeting

- Check this box if, on the contrary, the Offeree opts to a Financial Liability write-off which on the Effective Date represents 35% in terms of Amortized Cost and also represents 35% of the Offeree's Financial Liability in terms of nominal value on the same date and for each Section, according to data recorded in the Company's accounting records.

If the Offeree wished to distribute his/her Financial Liability capitalization (or write-off as the case may be) in a different proportion for each Section, the Offeree shall send together with this Bulletin, the relevant request by email to the following Company's address: acreedores@nuevapescanova.com on **20th February 2017 at the latest**, in order to enable the Company to check the distribution requested meets the requirements set forth by the Refinancing Agreement (i.e capitalization or write-off intended by the Offeree represents 35% of his/her Financial Liability in terms of Amortized Cost on the Effective Date and also and at the same time, at least 35% of the Offeree's Financial Liability in terms of nominal value on the same date.)

3. FINANCIAL LIABILITY TITLE CERTIFICATION

- Check this box if you are attaching any documentation to certify that you are the owner of the Financial Liability in the event that you had obtained such liability after the Effective Date

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Offeree's Representations and Warranties

- **The Offeree represents and warrants the Company that**, according to applicable law, the undersigned is/are duly authorized to subscribe this bulletin in his/her name and on his/her behalf
- **The Offeree represents and warrants the Company that** he/she meets the condition of being an Offeree and has a direct title to the Financial Liability and has not been subject to amortization or release to the benefit of any third parties.
- **The Offeree represents and warrants the Company that**, has carefully read all the terms and conditions of the Invitation and this Bulletin, the Offeree fully agrees with the wording thereof.
- **The Offeree represents and warrants the Company that**, if the option taken was credit capitalization there is no restriction or right whatsoever from any third parties of any kind which prevents the Offeree's Financial Liability subject to capitalization to be set-off in the context of the Capital Increase.

Offeree's Undertakings

- If the Offeree has opted to credit capitalization, **he/she formally undertakes**, not to sell, transfer, assign, encumber, syndicate, or create any sub-participations on his/her Financial Liability until the Capital Increase is performed.
- **The Offeree formally undertakes towards the Company to** comply with the non disclosure terms provided for by paragraph 3.2 of the Invitation
- **The Offeree formally undertakes towards the Company to** provide the Company (or to any third party the Company may decide from time to time) with any and all information or documentation necessary or adequate for Financial Liability.

5. SIGNATURE**In witness whereof the Offeree signs this Bulletin:**SIGNATURE TYPE: Individual Joint * If not ticked, signature shall be deemed as individual

By signing this bulletin, and for the purpose of the Refinancing Agreement, the Capital Increase and any other documents in connection with the foregoing, the Offeree agrees on communications to be sent by email to the address(es) included under point 1 above as a reliable communication method between Nueva Pescanova and the Offeree.

According to the provisions under Spain's Law on Personal Data Protection (*Ley Orgánica 15/1999 de Protección de Datos de Carácter Personal*), any personal data obtained shall be filed under Nueva Pescanova database and shall be processed by the company according in accordance with the relevant legislation on personal data protection with the purpose to implement the Refinancing Agreement and the Capital Increase. In this sense Nueva Pescanova shall take any security measures required by such legislation. Notwithstanding the foregoing



NUEVA PESCANOVA, S.L.

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any personal data obtained by Nueva Pescanova may be disclosed (i) to other companies of the Nueva Pescanova group; (ii) and to any third parties when disclosure to them may be necessary for the process implementation or for the execution of the Refinancing Agreement and/or Capital Increase. Any rights of access, cancellation, rectification or opposition to personal data may be exercised by sending a letter to the following address: NUEVA PESCANOVA, S.L., Rúa José Fernández López s/n. 36320 Chapela-Redondela. Pontevedra



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