ACQUISITION FORM IN THE EVENT OF INCOMPLETE ACQUISITION OF THE UNDERWRITERS AND CREDITORS TRANCHES

This acquisition form is addressed to those entities that are Underwriters (as this term is defined in the *Instructions*, which have been made available to the public on the Company's website).

If the Underwriters Tranche and/or the Creditors Tranche are totally or partially incomplete by reason of not having been acquired and, in the case of cash contributions, paid during the term fixed for that purpose, and as a result thereof the interest of Pescanova, S.A. in the Company after the capital increase to which this form relates is more than 20%, the Underwriters will be entitled to acquire the part of the aforesaid tranches that has not been acquired by way of cash contributions or, at their election, by partial setoff of their credits against the Company under the Restructured Debt (as that term is defined in the Instructions), provided that there is a prior simultaneous contribution of financing to the Company in the same amount, on terms identical to those of the part of the debt that is set off (the *Underwriters Final Tranche*). All of the foregoing on the terms and within the terms appearing in the Instructions. In any event, the Underwriters must acquire a whole number of quotas.

This form is the form that is to be completed during the Term for Final Tranche Acquisition by the Underwriters (as this term is defined in the Instructions).

|  |
| --- |
| **1) IDENTIFYING INFORMATION**  **Corporate name**………………………………………………………………………………………………  **Spanish Tax Identification Number (NIF)**  ………………………………………………………………………………………………………..  **Nationality**……………………………………………………………………………………………..  **Registered office**…………………………………………………………………………………………  **Telephone number**……………………………………………………………………………………..  **Contact person(s)**…………………………………………………………………………………...  **Email address(es) of contact person(s)**……………………………………………………………………… |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2) QUOTAS ACQUIRED (BY CASH CONTRIBUTIONS AND/OR BY SETOFF OF CREDITS)**  **No. of quotas**……………………………………………………………………………………  **Price of acquisition of each quota**: ONE (1) EURO  **Form of payment:**   |  |  |  | | --- | --- | --- | |  | **Cash contributions** | **Partial setoff of Restructured Debt (\*)(\*\*)(\*\*\*)** | | **Amount paid (no. of quotas multiplied by acquisition price of each quota)** | € | € |   In the case of payment by way of "Partial setoff of Restructured Debt", indicate the credit susceptible of setoff and the corresponding amount (\*\*\*\*):   |  |  | | --- | --- | | **Tranche of Restructured Debt** | **Amount of Restructured Debt the capitalisation of which is requested (in euros)** | | Senior Tranche from Ordinary Debt |  | | Junior Tranche from Ordinary Debt |  | | Senior Tranche from Subordinated Debt |  | | Junior Tranche from Subordinated Debt |  |   **(\*) Provided that there is a prior or simultaneous contribution of financing to Nueva Pescanova, S.L.U. in the aforesaid amount on terms identical to those of the debt that is set off.**  **(\*\*) In accordance with the creditors agreements from which the Restructured Debt arises, so that it may be capitalised, the amount of the indicated Restructured Debt is declared to be fully net, due and payable.**  **(\*\*\*) By signature of this acquisition form, the Underwriter consents and agrees that the new financing provided will be regulated by the same terms as the Restructured Debt that in each case is subject to setoff.**  **(\*\*\*\*) In the absence of election (or in the case of election of a tranche of Restructured Debt in which it has no participation) the capitalisation will be allocated pro rata among all of the tranches of Restructured Debt in which the specific Underwriter participates. If the amount it indicates is greater than its participation in the chosen tranche of Restructured Debt, the excess will be allocated pro rata among the remaining tranches of Restructured Debt in which it participates.** |

|  |
| --- |
| **3) BANK INFORMATION**  **Bank**: Banco de Sabadell, S.A.  **Account number**: 0081 5097 16 0001219829  **IBAN**: ES08 0081 5097 1600 0121 9829  **BIC/SWIFT Code**: BSABESBB |

|  |
| --- |
| **4) ATTACHED DOCUMENTATION**  *Cash contributions*   * Receipt for deposit in the Company's account of an amount equivalent to the acquisition price of the acquired quotas.   *Setoff of credits - Additional financing*   * Receipt for deposit in the Company's account of an amount equivalent to the amount of the Restructured Debt to be set off. |

|  |
| --- |
| 5) REPRESENTATIONS, WARRANTIES AND MISCELLANEOUS  If the form of payment by way of setoff of credits and grant of additional financing has been chosen, the Underwriter signing this acquisition form represents as follows:   1. It is duly authorised and has capacity to complete this acquisition form. 2. It is the holder of the Restructured Debt subject to setoff as indicated in section 2, and it has not been repaid. 3. There is no restriction or third party right of any kind preventing the Restructured Debt indicated in section 2 from being set off within the context of the capital increase to which this form relates.   Also, the Underwriter signing this acquisition form covenants not to assign or transfer the credit subject to setoff as indicated in section 2 or grant any right of any kind therein to any third party.  The Underwriter signing this form authorises the Company to formalise the capital increase by way of setoff of the Restructured Debt as indicated in section 2. |

|  |
| --- |
| **6) TYPE OF SIGNATURE: Individual  Joint  \*If not indicated, it will be deemed to be individual**  ***By signing this form, the Underwriter consents, for purposes of the capital increase to which this form relates, to the sending of communications by email to the email address(es) indicated in section 1 above as a form of certifiable communication between the Company and the Underwriter.*** |

In accordance with the provisions of Organic Act 15/1999 on Protection of Personal Information (Ley Orgánica 15/1999 de Protección de Datos de Carácter Personal), NUEVA PESCANOVA, S.L.U. wishes to advise you that the personal information that is collected will become a part of our database (owned by NUEVA PESCANOVA, S.L.U.) and will be processed by this company, in accordance with the applicable legislation regarding protection of personal information, for the purpose of implementing the capital increase. We also wish to advise you that all of the security measures required by the aforesaid regulations have been adopted. Without prejudice to the foregoing, we remind you that the personal information you provide will be communicated to both (i) companies in the group to which NUEVA PESCANOVA, S.L.U. belongs and (ii) other third party entities when communication thereof is in response to a requirement for implementation of the capital increase. Finally, if you decide to exercise your rights of access, correction, suppression or opposition as regards your information you must apply in writing to the following address: **NUEVA PESCANOVA, S.L.U., Rúa José Fernández López s/n. 36320 Chapela-Redondela. Pontevedra.**