

**APPENDIX 2.1**

**ADHERENCE TO NUEVA PESCANOVA S.L. REFINANCING  
AGREEMENT FORM**

This document is to be completed by Offerees wishing to join the Refinancing Agreement.

Any term in capital letters and not expressly defined herein shall have the meaning contained in the Invitation. This document must be read together with the Invitation.

This Form must be received by Nueva Pescanova at 23.59 on July 22<sup>nd</sup> at the latest and must be sent by email to the following address: [acreedores@nuevapescanova.com](mailto:acreedores@nuevapescanova.com). Thereafter, a hard copy of this document shall be sent to the Company's registered address, together with any additional documents. The deadline for hard copy reception shall be on July 27<sup>th</sup> 2020.

<b>1. OFFEREE IDENTIFICATION DETAILS</b>	
<b>Offeree Identification (natural person/legal entity who fills in this Form)</b>	
• Company Name / Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	
• Registered Address:	
• Contact Person:	
• Telephone:	
• Email:	
<b>2. Identification of authorised representative(s) (natural person(s) acting on behalf of Offeree):</b>	
• Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	

• Title / Power of attorney	
• Name and Surname:	
• Identity Document Number / Passport:	
• Nationality:	
• Title / Power of attorney	

## 2. ADHERENCE TO THE REFINANCING AGREEMENT

**Offeree hereby formally and irrevocably confirms his/her adhesion to the Refinancing Agreement and therefore, by signing this Form, expressly undertakes vis-à-vis the Company and any other creditors adhering the Refinancing Agreement, to comply with any and all Original Creditor obligations set forth in the Refinancing Agreement.**

## 3. CAPITALISATION OPTION

**Offeree expressly and irrevocably agrees to the capitalisation of any Financial Liabilities held by Offeree on the Effective Date and any additional liabilities, if any, acquired by Offeree up to the Cut-off Date, which shall represent:**

### Option 1:

- 100% in terms of Amortised Cost, additionally representing 100% of Financial Liabilities held by Offeree in terms of nominal value on the same date, for each Tranche of every Financial Liabilities item, according to the Company accounts, giving his permission for the Company to execute the relevant Capital Increase.**

Pursuant to the 4th. AP of the Bankruptcy Act, in connection with article 301 of Corporate Act, any credit subject to capitalisation of each Tranche shall be deemed liquid, due and receivable upon compensation thereof by Nueva Pescanova Shareholders General Meeting.

Please tick this box if Offeree opts for a write-down of any Financial Liabilities held by Offeree on the Effective Date and of any additional liabilities, if any, acquired by Offeree up to the Cut-off Date. Such write-down must be for 100% of said liabilities in terms of Amortised Cost, representing at least 100% of the Financial Liabilities held by Offeree in terms of nominal value on that same date for each Tranche of every Financial Liabilities item, according to Company accounts.

### Option 2:

- 90% in terms of Amortised Cost, further representing 90% of Financial Liabilities held by Offeree in terms of nominal value on the same date, for each Tranches of every Financial Liabilities item, according to Company accounts, giving his**

**permission for the Company to execute the relevant Capital Increase with the subsequent novation of any Remaining Financial Liabilities conditions as set forth in the Refinancing Agreement.**

Pursuant to the 4th. AP of the Bankruptcy Act, in connection with article 301 of Corporate Act, any credit subject to capitalisation of each Tranche shall be deemed liquid, due and receivable upon compensation thereof by Nueva Pescanova Shareholders General Meeting.

- Please tick this box if Offeree opts for a write-down of any Financial Liabilities held by Offeree on the Effective Date and any additional liabilities, if any, acquired by Offeree up to the Cut-off Date. Such write-down must be for 90% of said liabilities in terms of Amortised Cost, representing at least 90% of the Financial Liabilities held by Offeree in terms of nominal value on that same date for each Tranche of every Financial Liabilities item, according to Company accounts.

#### **4. FINANCIAL LIABILITIES TITLE CERTIFICATION**

- Please tick this box if Offeree has obtained such liabilities after the Effective Date and any documents certifying Offeree's ownership of such Financial Liabilities are attached hereto.

#### **5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

##### **Offeree's Representations and Warranties**

- **Offeree represents and warrants to the Company that**, according to applicable law, the undersigned is/are duly authorized to subscribe this form in the name and on behalf of Offeree.
- **Offeree represents and warrants to the Company that** he/she is an Offeree and has a direct share of the Financial Liability, which share has not been amortised or disposed of for the benefit of any third parties.
- **Offeree represents and warrants to the Company that** he/she has carefully read all the terms and conditions contained in the Invitation, this Form and, if appropriate, the Refinancing Agreement and that Offeree fully agrees with the wording thereof.
- **Offeree represents and warrants to the Company that** in the event of opting for credit capitalization there is no restriction or any right of any kind from any third parties preventing any Financial Liabilities subject to capitalisation held by Offeree from being set-off in the context of the Capital Increase.

##### **Offeree's Undertakings**

- If Offeree has opted for credit capitalisation, **Offeree hereby undertakes** not to sale, transfer, assign, encumber, syndicate, or create any subshares on the Financial Liabilities held by Offeree until Capital Increase is executed, unless otherwise provided for in the Refinancing Agreement.
- If Offeree is a Company's shareholder, **Offeree hereby undertakes** not to sale, transfer, assign, encumber or syndicate any Nueva Pescanova shares held by Offeree until Capital Increase is approved, unless otherwise provided for in the Refinancing Agreement.
- **Offeree hereby undertakes to** appear before a Notary public and to execute, by the means of an authorised attorney and at the notary's office notified by the Company, any documents, either public or private, which may be necessary for the accession to be fully effective as well as to assume any obligations contained in this Form.
- If Offeree is a Company's shareholder, **Offeree hereby undertakes** to vote for the Capital Increase to be approved at Nueva Pescanova Shareholders General Meeting.
- **Offeree hereby undertakes to** comply with any terms of the confidentiality agreement set forth under section 8 of the Invitation.
- **Offeree hereby undertakes to** provide the Company (or any third parties designated by the Company from time to time) with any information or documentation that may be necessary or advisable for the purpose of the Financial Liabilities management.

**6. SIGNATURE**

**In witness whereof, Offeree signs this Form:**

SIGNATURE TYPE: Individual  Joint  \*If not ticked, signature shall be deemed as being an individual signature.

**For the purpose of the Refinancing Agreement, the Capital Increase and any other documents in connection therewith, Offeree, by signing this Form allows any notice to be sent by email to the address(es) included under section 1 above as a reliable communication means between Nueva Pescanova and Offeree.**

Nueva Pescanova, as data controller, shall be entitled to process any data provided or to be provided by creditor for the purpose of taking any action necessary to perform the Refinancing Agreement and the Capital Increase. The legal basis for data processing is the performance of the Refinancing Agreement and Capital Increase, and, when applicable, any legitimate interest. Notwithstanding the foregoing, any personal data provided to Nueva Pescanova may be disclosed to (i) either any other companies of Nueva Pescanova group; (ii) or any other third parties when disclosure is necessary for the Refinancing Agreement and/or Capital Increase processes or performance. Data shall be stored during such necessary time for Compliance with any statutory obligation by Controller. For this purpose, Nueva Pescanova shall take any security measures provided for by such legislation. Any rights of access, rectification, cancellation, or opposition as well as the right to request a limitation of data processing and portability and the right to submit a complaint with the Spanish Data Protection Agency (*Agencia Española de Protección de Datos*) or any other competent authority shall be made in writing and sent to NUEVA PESCANOVA, S.L., Rúa José Fernández López s/n. 36320 Chapela-Redondela, Pontevedra (Spain).