

## **APPENDIX 2.2**

### **FORM – NOTICE OF OPTION DUE TO THE EXTENSION OF EFFECTS OF NUEVA PESCANOVA, S.L.’S REFINANCING AGREEMENT**

This document shall be completed by those Offerees who wish to express their option given the extension of effects of the Refinancing Agreement after final approval thereof by the courts.

Any term in capital letters and not expressly defined 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 within one month from notice to Nueva Pescanova regarding the approval by the courts of the Refinancing Agreement, by email to the following address: [acreedores@pescanova.com](mailto:acreedores@pescanova.com). Thereafter, a hard copy of this Form shall be sent to the Company’s registered address together with any other additional documents.

<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 Office:	
• 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. CAPITALISATION OPTION

- ☐ Offeree expressly and irrevocably agrees to capitalise any Financial Liabilities held by Offeree on the Effective Date as well as any additional liabilities Offeree may have acquired up to the Cut-off Date, which represents 90% in terms of Amortised Cost and further represents 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 the Company's accounts. Offeree hereby authorises the Company to proceed to the relevant Capital Increase with the subsequent novation of the conditions regarding the Remaining Financial Liabilities in the terms 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 to write-down any Financial Liabilities held by Offeree on the Effective Date, and any additional liabilities acquired by Offeree up to the Cut-off Date, representing 90% of such liabilities in terms of Amortised Cost and further representing at least 90% of Financial Liabilities held by Offeree in terms of nominal value on that same date for each Tranche of every Financial Liabilities item, according to the Company's accounts and the subsequent novation of conditions of the Remaining Financial Liabilities in the terms set forth in the Refinancing Agreement.

## 3. 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.

## 4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

<b>Offeree's Representations and Warranties</b>
<ul style="list-style-type: none"> <li>• <b>Offeree represents and warrants to the Company that</b>, according to applicable law, the undersigned is/are duly authorized to subscribe this form in the name and on behalf of Offeree.</li> <li>• <b>Offeree represents and warrants to the Company that</b> he/she is an Offeree and has a direct share of the Financial Liabilities, which share has not been amortised or disposed of for the benefit of any third parties.</li> <li>• <b>Offeree represents and warrants to the Company that</b> he/she has carefully read all the terms and conditions contained in the Invitation and this Form and Offeree fully agrees with the wording thereof.</li> <li>• <b>Offeree represents and warrants to the Company that</b> 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 held by Offeree subject to capitalisation from being set-off in the context of the Capital Increase.</li> </ul>
<b>Offeree Undertakings</b>
<ul style="list-style-type: none"> <li>• If Offeree has opted for credit capitalisation, <b>Offeree hereby undertakes</b> not to sale, transfer, assign, encumber, syndicate, or create any subshares on any Financial Liabilities held by Offeree until Capital Increase is executed, unless otherwise provided for in the Refinancing Agreement.</li> <li>• <b>Offeree hereby undertakes to</b> comply with the terms of the confidentiality covenant provided for by article 8 of the Invitation.</li> <li>• <b>Offeree hereby undertakes to</b> provide the Company (or any third parties designated by the Company) any such information or documents as necessary or advisable for the management of the Financial Liabilities.</li> </ul>

<b>5. SIGNATURE</b>
<b>In witness whereof, Offeree signs this Form:</b>
<p>SIGNATURE TYPE: Individual <input type="checkbox"/> Joint <input type="checkbox"/> * If not ticked, signature shall be deemed as being an individual signature.</p>

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).

