



**PESQUERA EXALMAR S.A.A.**  
**Offer to Purchase for Cash Up to \$101,000,000 in Aggregate Principal Amount**  
**of its Outstanding 7.375% Senior Notes due 2020 (the “Notes”)**  
**(CUSIP Nos.: 715795 AA8; P7744A AA4; ISIN Nos.: US715795AA83; USP7744AAA45)**  
**and**  
**Solicitation of Consents to a Waiver Relating**  
**to the Indenture Governing the Notes**

The Tender Offer (as defined herein) and the Consent Solicitation (as defined herein) will expire at 11:59 p.m., New York City time, on August 5, 2016, unless extended or earlier terminated (such date and time as the same may be extended or earlier terminated by us, the “Expiration Time”). We are offering you two ways to participate: (i) you may participate in both the Tender Offer and the Consent Solicitation (the “Tender and Consent Option”) or (ii) you may participate solely in the Consent Solicitation (the “Consent Only Option”).

You may participate in the Tender and Consent Option by validly tendering your Notes at or prior to the Expiration Time (and not validly withdrawing such Notes at or prior to the Withdrawal Deadline (as defined herein)), in which case you will be deemed to have also validly delivered your Consents (as defined herein) related to such Notes. If you validly tender your Notes at or prior to 5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated (such date and time as the same may be extended or earlier terminated, the “Early Tender/Consent Only Deadline”) (and do not validly withdraw such Notes at or prior to the Withdrawal Deadline) you will be eligible to receive the Total Consideration (as defined herein), which is the sum of (i) the Tender Offer Consideration (as defined herein), (ii) the Early Tender Payment (as defined herein) and (iii) the Consent Payment (as defined herein). You may also participate in the Tender and Consent Option by validly tendering your Notes after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time, but you will be eligible to receive only the Tender Offer Consideration and will not be eligible to receive the Early Tender Payment or the Consent Payment. If the purchase of all validly tendered Notes would cause us to purchase a principal amount greater than the Tender Cap (as defined herein), the Tender Offer will be oversubscribed and, if we accept any Notes for purchase in the Tender Offer in such circumstance, we will do so on a prorated basis as described herein. Even if your Notes are prorated, you will be deemed to have delivered Consents with respect to all Notes tendered at or prior to the Expiration Time and will receive the Consent Payment in respect of all such Notes tendered at or prior to the Early Tender/Consent Only Deadline, including those returned to you.

You may participate in the Consent Only Option by validly delivering your Consents (and depositing the corresponding Notes in an account established by the Depository (as defined herein)) at or prior to the Early Tender/Consent Only Deadline. If you validly deliver your Consents pursuant to the Consent Only Option and do not validly revoke your Consents at or prior to the Withdrawal Deadline, you will be eligible to receive the Consent Payment with respect to those Consents.

Notes tendered and Consents delivered in the Tender and Consent Option may be withdrawn and revoked, and Consents delivered in the Consent Only Option may be revoked at any time at or prior to 5:00 p.m., New York City time, on July 22, 2016 (such date and time, as the same may be extended or earlier terminated, the “Withdrawal Deadline”), but not thereafter, unless required by applicable law.

Our obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and to pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation is conditioned on the satisfaction or waiver of certain conditions, including receipt of the Requisite Consents and satisfaction of the Financing Condition (each as defined herein).

<b>Title of Security</b>	<b>CUSIP and ISIN Numbers</b>	<b>Principal Amount Outstanding</b>	<b>Tender Cap<sup>(1)</sup></b>	<b>Consent Payment<sup>(2)</sup></b>	<b>Tender Offer Consideration<sup>(3)</sup></b>	<b>Early Tender Payment<sup>(3)</sup></b>	<b>Total Consideration<sup>(3)(4)</sup></b>
7.375% Senior Notes due 2020	715795 AA8 / US715795AA83  P7744A AA4 / USP7744AAA45	\$200,000,000	\$101,000,000	\$5.00	\$765.00	\$40.00	\$810.00

- (1) The Tender Cap (as defined herein) represents a majority of the aggregate principal amount of outstanding Notes.  
(2) Per \$1,000 principal amount of Notes with respect to which Consents are accepted for payment.  
(3) Per \$1,000 principal amount of Notes that are accepted for purchase.  
(4) The Total Consideration includes the Tender Offer Consideration, the Early Tender Payment and the Consent Payment.

*The Sole Dealer Manager for the Tender Offer and the Sole Solicitation Agent for the Consent Solicitation is:*

**Santander**

July 11, 2016

## THE TENDER OFFER AND THE CONSENT SOLICITATION

Pesquera Exalmar S.A.A., a corporation (*sociedad anónima abierta*) organized under the laws of Peru (which we refer to variously as the “**Company**,” “**Exalmar**,” “**we**,” “**us**,” or “**our**”), hereby offers (the “**Tender Offer**”) to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and Consent Solicitation Statement (as it may be amended or supplemented from time to time, this “**Statement**”) and in the Letter of Transmittal and Consent attached hereto as Annex I (as it may be amended or supplemented from time to time, the “**Letter of Transmittal**”), up to \$101,000,000 in aggregate principal amount (the “**Tender Cap**”) of its outstanding 7.375% Senior Notes due 2020 from the holders of such Notes (collectively, the “**Holders**” and, each individually, a “**Holder**”).

The Company is also soliciting (the “**Consent Solicitation**”) consents (“**Consents**”), upon the terms and subject to the conditions set forth in this Statement and in the accompanying Letter of Transmittal from the Holders for a one-time waiver (the “**Waiver**”) with respect to certain restrictive covenants (including, without limitation, the covenants restricting the incurrence of debt and liens) contained in the indenture dated as of February 1, 2013 (as amended or supplemented, the “**Indenture**”), among the Company, as issuer, The Bank of New York Mellon, as trustee, registrar, paying agent and transfer agent (in its role as trustee, the “**Trustee**”, in its role as paying agent, the “**Paying Agent**” and in its role as transfer agent, the “**Transfer Agent**”), and The Bank of New York Mellon (Luxembourg) S.A., as Luxembourg listing agent, Luxembourg paying agent and Luxembourg transfer agent, governing the Notes. The terms of the Indenture will remain unchanged.

Pursuant to the terms of the Indenture, the Company, among other things, shall not, and shall not permit any of its Restricted Subsidiaries, to (i) Incur any Indebtedness or Disqualified Stock, subject to certain specified exceptions or (ii) directly or indirectly, incur, assume or permit to exist any Lien on any of its assets or properties, whether owned at the Original Issue Date or thereafter acquired securing any Indebtedness, except Permitted Liens, unless the Notes are equally and ratably secured by such Lien for so long as such Indebtedness is secured (each as defined in the Indenture).

The Company is seeking the Waiver in order to allow it to enter into a new senior secured term loan facility for up to \$55.0 million and/or other sources of debt financing, which shall not in the aggregate exceed \$80.0 million (collectively, the “**Proposed Transaction**”). By granting a Consent to the Waiver, each Holder is consenting to the Proposed Transaction and giving its Waiver with respect to any covenants which would prevent, and any Default and/or Event of Default (each as defined in the Indenture), and the consequences thereof, which may arise by virtue of, the consummation of the Proposed Transaction.

Subject to the additional terms and conditions described herein, the Waiver will become effective following receipt by the Company of Consents from holders of a majority in principal amount of outstanding Notes (excluding any Notes held by the Company or its Affiliates (as defined in the Indenture)) (the “**Requisite Consents**”), as required under the Indenture. As of the date of this Solicitation, the Company and its Affiliates did not hold any Notes. The Waiver, assuming receipt of the Requisite Consents, will become effective before payment by the Company of the Consent Payment.

The Company’s obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and to pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation is conditioned on the satisfaction or waiver of certain conditions, including receipt of the Requisite Consents and the satisfaction of the Financing Condition. See “Terms of the Tender Offer and the Consent Solicitation — Conditions of the Tender Offer and the Consent Solicitation.”

Holders must validly tender their Notes at or prior to the Early Tender/Consent Only Deadline (and not validly withdraw such Notes at or prior to the Withdrawal Deadline) pursuant to the Tender and Consent Option in order to be eligible to receive the Total Consideration. The “**Total Consideration**” payable for each \$1,000 principal amount of Notes that is validly tendered (and not validly withdrawn) at or prior to the Early Tender/Consent Only Deadline and accepted for purchase by us will be \$810.00. The Total Consideration includes an early tender payment (the “**Early Tender Payment**”) of \$40.00 per \$1,000 principal amount of Notes (which is payable in respect of Notes tendered at or prior to the Early Tender/Consent Only Deadline and accepted for purchase), a consent payment (the “**Consent Payment**”) of \$5.00 per \$1,000 principal amount of Notes (which is payable in respect of Consents delivered at or prior to the Early Tender/Consent Only Deadline with the tender of the corresponding Notes that are accepted for purchase by us (whether or not the purchase of such Notes is subject to proration) and Consents delivered pursuant to the Consent Only Option at or prior to the Early Tender/Consent Only Deadline) and the tender offer consideration (the “**Tender Offer Consideration**”) of \$765.00 per \$1,000 principal amount of Notes (which is payable in respect of Notes tendered pursuant to the Tender and Consent Option at or prior to the Expiration Time and which are accepted for purchase by us).

Holders must validly tender their Notes at or prior to the Early Tender/Consent Only Deadline (and not validly withdraw such Notes at or prior to the Withdrawal Deadline) pursuant to the Tender and Consent Option in order to be eligible to receive the Total Consideration. Holders validly tendering their Notes after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time and whose Notes are accepted for purchase by us will be eligible to receive only the Tender Offer Consideration, and will not be eligible to receive the Early Tender Payment or the Consent Payment. Even if a Holder's Notes are prorated, that Holder will be deemed to have delivered Consents with respect to all Notes tendered at or prior to the Early Tender/Consent Only Deadline and will receive the Consent Payment in respect of all such Notes tendered at or prior to the Early Tender/Consent Only Deadline, including those returned to it.

Holders may participate in the Consent Only Option by validly delivering Consents (and depositing the corresponding Notes in an account established by the Depository) at or prior to the Early Tender/Consent Only Deadline. Holders that validly deliver Consents pursuant to the Consent Only Option will be eligible to receive the Consent Payment with respect to those Consents.

We will purchase any Notes that have been validly tendered (and not validly withdrawn) (subject to any required proration if Notes have been validly tendered in excess of the Tender Cap) and accept for payment Consents validly delivered (and not validly revoked) in the Consent Only Option or deemed delivered with Notes validly tendered pursuant to the Tender and Consent Option at or prior to the Early Tender/Consent Only Deadline, subject to all conditions to the Tender Offer and the Consent Solicitation (including the Financing Condition and receipt of the Requisite Consents) having been satisfied or waived by us, on a date promptly following the Expiration Time (such date and time, the **"Payment Date"**).

In addition to the Total Consideration, the Tender Offer Consideration and the Consent Payment, as the case may be, Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also receive accrued and unpaid interest from the last interest payment date on their Notes to, but not including, the Payment Date (**"Accrued Interest"**). See "Terms of the Tender Offer and the Consent Solicitation — The Tender Offer."

We will announce the results of proration by press release promptly after the Expiration Time. See "Terms of the Tender Offer and the Consent Solicitation — The Tender Offer."

**So long as the terms and conditions described herein are satisfied and subject to the Tender Cap, we intend to accept for payment all Notes validly tendered at or prior to the Expiration Time and not validly withdrawn at or prior to the Withdrawal Deadline. We will only prorate Notes validly tendered at or prior to the Expiration Time and not validly withdrawn at or prior to the Withdrawal Deadline if the aggregate principal amount of such Notes exceeds the Tender Cap.**

Withdrawal rights for tendered Notes and revocation rights for delivered Consents will terminate on the Withdrawal Deadline. Notwithstanding the foregoing, if we amend the terms of the Tender Offer or the Consent Solicitation in a manner determined by us to be material, we will promptly disclose such amendment in a manner reasonably calculated to inform Holders of such amendment. In such case, to the extent necessary, we will extend the Withdrawal Deadline, the Early Tender/Consent Only Deadline or the Expiration Time for a period of time deemed by us to be required by law and to be adequate to permit Holders to validly withdraw their Notes and revoke their Consents.

Other than as described above, following the Withdrawal Deadline, Notes may no longer be validly withdrawn and Consents may no longer be validly revoked, unless required by applicable law.

Subject to the terms and conditions of the Tender Offer and the Consent Solicitation, on the Payment Date, the Company will deliver to the Depository (i) (A) the Total Consideration for any Notes that were validly tendered (and not validly withdrawn) at or prior to the Early Tender/Consent Only Deadline and accepted by us for purchase (after any required proration), (ii) the Tender Offer Consideration for any Notes that were validly tendered after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time and accepted by us for purchase (after any required proration), as applicable, plus, in each case, Accrued Interest; and (iii) the Consent Payment for (A) Consents deemed delivered with Notes validly tendered at or prior to the Early Tender/Consent Only Deadline pursuant to the Tender and Consent Option but which are not accepted for purchase due to proration and (B) Consents validly delivered (and not validly revoked) at or prior to the Early Tender/Consent Only Deadline pursuant to the Consent Only Option.

**Holders may validly deliver their Consents pursuant to the Consent Only Option without tendering the corresponding Notes. Holders that validly tender Notes at or prior to the Expiration Time pursuant to the Tender and Consent Option will be deemed to have delivered Consents with respect to the aggregate principal amount of Notes**

tendered, even if a smaller principal amount of such Notes is accepted for purchase by us due to proration. Tendered Notes may be withdrawn and delivered Consents may be revoked at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law.

**Holders that deliver Consents without tendering the corresponding Notes should note that they will be required to deposit the corresponding Notes in an account established by the Depository until the Payment Date or such earlier time as we terminate the Consent Solicitation. All such untendered Notes deposited for Consents will be returned to the consenting Holders as promptly as practicable after the Payment Date or after the earlier of termination by us of the Consent Solicitation or the revocation of the Consents by the Holder at or prior to the Withdrawal Deadline. See “Terms of the Tender Offer and the Consent Solicitation — Delivery of Consents” and “Terms of the Tender Offer and the Consent Solicitation — Withdrawal of Tenders and Revocation of Consents.”**

Notwithstanding any other provision of the Tender Offer or the Consent Solicitation, our obligation to accept for purchase, and to pay for, Notes that are validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and to pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation, is subject to the Tender Cap and conditioned upon the satisfaction of or waiver of the conditions to the Tender Offer and the Consent Solicitation, including the Financing Condition and receipt of the Requisite Consents. See “Terms of the Tender Offer and the Consent Solicitation — Conditions of the Tender Offer and the Consent Solicitation.”

We expressly reserve the right, subject to applicable law, to:

- delay accepting Notes or Consents;
- extend the Tender Offer or the Consent Solicitation;
- terminate or withdraw the Tender Offer or the Consent Solicitation if any of the conditions thereto are not satisfied; and
- if any of the conditions to the Tender Offer and the Consent Solicitation are not satisfied (including the Financing Condition and receipt of the Requisite Consents), amend, modify or waive at any time, or from time to time, the terms of the Tender Offer or the Consent Solicitation in any respect, including waiver of any conditions to consummation of the Tender Offer or the Consent Solicitation.

We will not effect the Waiver if we do not receive the Requisite Consents. If we receive the Requisite Consents, the Waiver will apply to all Notes issued under the Indenture, including those Notes that Holders do not tender, with respect to which they do not provide Consents or that are not accepted for purchase.

Defined terms used but not defined in this Statement have the meanings set forth in the Indenture.

## OFFER AND DISTRIBUTION RESTRICTIONS

**This Statement does not constitute an offer to buy or a solicitation of an offer to sell Notes in any jurisdiction in which it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. In those jurisdictions where the securities, blue sky or other laws require the Tender Offer and/or the Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and/or the Consent Solicitation will be deemed to be made on behalf of the Company by the Dealer Manager and Solicitation Agent (or any of its affiliates) or one or more registered brokers or dealers licensed under the laws of such jurisdiction.**

**This Statement has not been filed with or reviewed by any federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Statement. Any representation to the contrary is unlawful and may be a criminal offense.**

**European Economic Area.** In relation to each member state of the European Economic Area which has implemented Directive 2003/71/EC (the “**Prospectus Directive**”) (each, a “**Relevant Member State**”), the Tender Offer and the Consent Solicitation may not be made in that Relevant Member State as an offer to the public, except that an offer to the public in that Relevant Member State may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) to legal entities which are qualified investors as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Dealer Manager for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer shall result in a requirement for us or the Dealer Manager and Solicitation Agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” means the communication in any form and by any means of sufficient information on the terms of the Tender Offer and the Consent Solicitation, as the same may be varied in that member state by any measure implementing the Prospectus Directive in that member state, and the expression “Prospectus Directive” includes any relevant implementing measure in each Relevant Member State. The expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

This EEA selling restriction is in addition to any other selling restrictions set out in this Statement.

**United Kingdom.** The communication of the Statement and any other documents or materials relating to the Tender Offer and the Consent Solicitation is not being made and such documents and/or materials have not been approved by an authorized person for the purposes of Section 21 of the Financial Services and Markets Act 2000. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or within Article 43(2) of the Order, or to other persons to whom it may lawfully be communicated in accordance with the Order.

**General.** Each Holder participating in the Tender Offer and/or the Consent Solicitation will be deemed to give certain representations in respect of the jurisdictions referred to above and generally as set out in the Letter of Transmittal. Any tender of Notes or delivery of Consents from a Holder that is unable to make these representations will not be accepted. The Company reserves the right, in its absolute discretion, to investigate, in relation to any tender of Notes or delivery of Consents whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result the Company determines (for any reason) that such representation is not correct, such tender or delivery shall not be accepted.

## ENFORCEABILITY OF CIVIL LIABILITIES

We are a corporation (*sociedad anónima abierta*) organized and registered under the laws of Peru. All of our directors and officers reside in Peru or elsewhere outside of the United States and all or a significant portion of the assets of the directors and officers and substantially all of our assets are located in Peru or elsewhere outside of the United States. As a result, it may not be possible for you to effect service of process within the United States upon such persons or to enforce against them or against us in U.S. courts judgments predicated upon the civil liability provisions of the federal securities laws of the United States or other laws of the United States or any state thereof.

We have been advised by our Peruvian counsel, Miranda & Amado Abogados, that any final and conclusive judgment for a fixed and final sum obtained against us in any foreign court having jurisdiction in respect of any suit, action or proceeding against us for the enforcement of any of our obligations under the Notes that are governed by New York law will, upon request, be deemed valid and enforceable in Peru through an exequatur judiciary proceeding (which does not involve the reopening of the case), provided that: (1) there is a treaty in effect between the country where said foreign court sits and Peru regarding the recognition and enforcement of foreign judgments; or (2) in the absence of such a treaty, the following conditions and requirements are met:

- the judgment does not resolve matters under the exclusive jurisdiction of Peruvian courts (and the matters contemplated in respect of this Statement or the Notes are not matters under the exclusive jurisdiction of Peruvian courts);
- such court had jurisdiction under its own private international conflicts of law rules and under general principles of international procedural jurisdiction;
- we received service of process in accordance with the laws of the place where the proceeding took place, were granted a reasonable opportunity to appear before such foreign court and were guaranteed due process rights;
- the judgment has the status of *res judicata* as defined in the jurisdiction of the court rendering such judgment;
- no pending litigation in Peru between the same parties for the same dispute was initiated before the commencement of the proceeding that concluded with the foreign judgment;
- the judgment is not incompatible with another judgment that fulfills the requirements of recognition and enforceability established by Peruvian law, unless such foreign judgment was rendered first;
- the judgment is not contrary to Peruvian public policy or good morals; and
- it is not proven that such foreign court denies enforcement of Peruvian judgments or engages in a review of the merits thereof.

The United States does not currently have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters with Peru. Therefore, unless the above-mentioned requirements are satisfied, a final judgment for payment of money rendered by a federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, may not be enforceable, either in whole or in part, in Peru. However, if the party in whose favor such unenforced final judgment was rendered brings a new suit in a competent court in Peru, such party may submit to the Peruvian court the final judgment rendered in the United States. Under such circumstances, a judgment by a federal or state court of the United States against our company could be regarded by a Peruvian court only as evidence of the outcome of the dispute to which such judgment relates, and a Peruvian court may choose to re-hear the dispute. In addition, awards of punitive damages in actions brought in the United States or elsewhere are unenforceable in Peru. In the past, Peruvian courts have enforced judgments rendered in the United States based on legal principles of reciprocity and comity.

## IMPORTANT INFORMATION

This Statement and the Letter of Transmittal attached as Annex I hereto contain important information that should be read before any decision is made with respect to the Tender Offer or the Consent Solicitation. Any questions regarding procedures for tendering Notes and/or delivering Consents or requests for additional copies of this Statement or the Letter of Transmittal attached as Annex I hereto, should be directed to our Information Agent at its address and telephone number set forth on the back cover page of this Statement.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Statement, and, if given or made, such information or representation may not be relied upon as having been authorized by us, the Information Agent and Depositary or the Dealer Manager and Solicitation Agent.

**NONE OF THE COMPANY, THE TRUSTEE, THE DEALER MANAGER AND SOLICITATION AGENT OR THE INFORMATION AGENT AND DEPOSITARY MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT HOLDERS SHOULD TENDER NOTES AND/OR DELIVER CONSENTS PURSUANT TO THE TENDER OFFER AND THE CONSENT SOLICITATION, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS SHOULD MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER NOTES AND/OR DELIVER CONSENTS, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER AND/OR CONSENTS TO DELIVER.**

From time to time following the Tender Offer, we may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers or otherwise, or may redeem or defease Notes pursuant to the terms of the Indenture or other agreements governing the Notes. Any future purchases, including redemptions, may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Tender Offer. Any future purchases by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will pursue in the future.

**The delivery of this Statement will not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in the affairs of the Company or any of its affiliates since the date hereof.**

## IMPORTANT DATES

You should take note of the following dates in connection with the Tender Offer and the Consent Solicitation:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Early Tender/Consent Only Deadline	5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated by us.	The deadline for you to (i) tender Notes and thereby deliver Consents to qualify for the payment of (A) the Total Consideration, which includes the Early Tender Payment, the Consent Payment and the Tender Offer Consideration or (B) if your tendered Notes are not accepted for purchase by us due to proration, the Consent Payment or (ii) deliver Consents without tendering the corresponding Notes to qualify for the payment of the Consent Payment, in each case, on the Payment Date.
Withdrawal Deadline	5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated by us.	The deadline for you to validly withdraw tendered Notes and/or revoke delivered Consents with respect to the Notes, subject to limited exceptions. Other than as described herein, following the Withdrawal Deadline, Notes tendered and Consents delivered at or prior to the Withdrawal Deadline, may no longer be validly withdrawn or revoked, and Notes tendered or Consents delivered after the Withdrawal Deadline may not be validly withdrawn or revoked.
Expiration Time	11:59 p.m., New York City time, on August 5, 2016, unless extended or earlier terminated by us.	The deadline for you to tender Notes and thereby deliver Consents to qualify for the payment of the Tender Offer Consideration on the Payment Date. Holders who validly tender their Notes after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time will not be eligible to receive the Early Tender Payment or the Consent Payment.



<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Payment Date	The Payment Date will occur promptly following the Expiration Time, subject to all conditions to the Tender Offer and the Consent Solicitation (including the Financing Condition and receipt of the Requisite Consents) having been satisfied or waived by the Company.	<p>The date on which the Company will deposit with the Depository or, upon the Depository's instructions, with DTC, the amount of cash necessary to pay:</p> <p>(i) the Total Consideration for any Notes that were validly tendered (and not validly withdrawn) at or prior to the Early Tender/Consent Only Deadline and accepted by us for purchase (after any required proration), plus Accrued Interest,</p> <p>(ii) the Tender Offer Consideration for any Notes that were validly tendered after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time and accepted by us for purchase (after any required proration), plus Accrued Interest, and</p> <p>(iii) the Consent Payment for (A) Consents deemed delivered with Notes validly tendered pursuant to the Tender and Consent Option at or prior to the Early Tender/Consent Only Deadline but which are not accepted for purchase due to proration and (B) Consents validly delivered (and not validly revoked) pursuant to the Consent Only Option.</p>

## **FORWARD-LOOKING STATEMENTS**

This Statement contains forward-looking statements. Such forward-looking statements represent the Company's reasonable expectation with respect to future events or circumstances based on various factors and are subject to various risks and uncertainties and assumptions relating to the Tender Offer, the Consent Solicitation, the Waiver and any potential future transactions, as well as the Company's operations, financial results, financial condition, business, prospects, growth strategy and liquidity. Accordingly, there are or will be important factors that could cause the Company's actual results to differ materially from those indicated in these statements. Undue reliance should not be placed on any forward-looking statements. The Company assumes no obligation to update or revise any forward looking statements. Forward looking statements in this Statement are qualified in their entirety by the cautionary language contained in this paragraph.

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## SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in connection with, the information appearing elsewhere in this Statement. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Statement.

*The Company*..... Pesquera Exalmar S.A.A., a corporation (*sociedad anónima abierta*) organized under the laws of Peru.

*Notes* ..... 7.375% Senior Notes due 2020.

*Description of the Tender Offer* ..... Pursuant to the Tender Offer, we are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal attached hereto as Annex I, Notes in an aggregate principal amount not to exceed the Tender Cap of \$101,000,000.

Notes may be tendered only in principal amounts equal to the authorized denominations of the Notes. The Notes are authorized to be issued in minimum denominations of \$200,000 and integral multiples of \$1,000 in excess thereof.

*Early Tender Payment* ..... If you validly tender your Notes at or prior to the Early Tender/Consent Only Deadline and do not validly withdraw your tendered Notes at or prior to the Withdrawal Deadline, you will be entitled to receive an Early Tender Payment of \$40.00 per \$1,000 principal amount of Notes accepted for purchase by us, which amount is included in the Total Consideration.

*Consent Payment*..... Holders who validly tender Notes at or prior to the Expiration Time will be deemed to have delivered Consents with respect to the Notes so tendered. If you validly tender your Notes at or prior to the Early Tender/Consent Only Deadline, do not validly withdraw your tendered Notes at or prior to the Withdrawal Deadline and your Notes are accepted for purchase, you will be entitled to receive a Consent Payment of \$5.00 per \$1,000 principal amount of Notes, which amount is included in the Total Consideration.

Even if a Holder's Notes are prorated for purposes of the Tender Offer, that Holder will be deemed to have delivered Consents with respect to all Notes tendered at or prior to the Early Tender/Consent Only Deadline and will receive the Consent Payment in respect of all such Notes tendered at or prior to the Early Tender/Consent Only Deadline, including those returned to it.

Holders may participate in the Consent Only Option by validly delivering Consents (and depositing the corresponding Notes in an account established by the Depositary) at or prior to the Early Tender/Consent Only Deadline. Holders that validly deliver Consents pursuant to the Consent Only Option will be eligible to receive the Consent Payment of \$5.00 per \$1,000 principal amount of Notes with respect to those Consents.

*Tender Offer Consideration*..... The Tender Offer Consideration is equal to \$765.00 per \$1,000 principal amount of Notes accepted for purchase by us.

<i>Total Consideration</i> .....	The Total Consideration, which includes the Early Tender Payment, the Consent Payment and the Tender Offer Consideration, payable for each \$1,000 principal amount of Notes that are validly tendered and not validly withdrawn at or prior to the Early Tender/Consent Only Deadline and accepted for purchase by us, is \$810.00.
<i>Proration</i> .....	<p>If the purchase of all validly tendered Notes would cause us to purchase a principal amount greater than the Tender Cap, the Tender Offer will be oversubscribed and, if we accept any Notes for purchase in the Tender Offer, we will do so on a prorated basis, with the aggregate principal amount of each Holder's validly tendered Notes accepted for purchase determined by multiplying each Holder's tender by the proration factor, and rounding the product down to the nearest \$1,000. Depending on the amount tendered and the proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum denomination being returned to such Holder, we will purchase all of such Holder's validly tendered Notes.</p> <p>So long as the terms and conditions described herein are satisfied and subject to the Tender Cap, we intend to accept for payment all Notes validly tendered at or prior to the Expiration Time and not validly withdrawn at or prior to the Withdrawal Deadline. We will only prorate Notes validly tendered at or prior to the Expiration Time and not validly withdrawn at or prior to the Withdrawal Deadline if the aggregate principal amount of such Notes exceeds the Tender Cap.</p>
<i>Tender Cap</i> .....	If Notes are purchased in the Tender Offer, we will purchase up to \$101,000,000 in aggregate principal amount of the Notes outstanding.
<i>Expiration Time</i> .....	11:59 p.m., New York City time, on August 5, 2016, unless extended or earlier terminated by us.
<i>Early Tender/Consent Only Deadline</i> .....	5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated by us.
<i>Accrued Interest</i> .....	If your Notes are accepted for purchase in the Tender Offer, you will also be paid accrued and unpaid interest from the last interest payment date on the Notes up to, but not including, the Payment Date.
<i>Payment Date</i> .....	The Payment Date will occur promptly following the Expiration Time, subject to all conditions to the Tender Offer (including the Financing Condition and receipt of the Requisite Consents) having been satisfied or waived by the Company.
<i>The Consent Solicitation</i> .....	We are soliciting Consents from Holders to the Waiver. Holders may validly deliver their Consents pursuant to the Consent Only Option without tendering the corresponding Notes at or prior to the Early Tender/Consent Only Deadline. Holders that validly tender Notes pursuant to the Tender and Consent Option will be deemed to have delivered Consents with respect to the Notes so tendered, even if a smaller principal amount of such Notes are accepted for purchase due to proration. See "Terms of the Tender Offer and the Consent Solicitation — The Consent Solicitation" and "Terms of the Tender Offer and the Consent Solicitation — Acceptance of and

Payment for Notes and Consents.”

*The Waiver.* .....

The Company is seeking the Waiver in order to allow it to enter into a new senior secured term loan facility for up to \$55.0 million and/or other sources of debt financing, which shall not in the aggregate exceed \$80.0 million. By granting a Consent to the Waiver, each Holder is consenting to the Proposed Transaction and giving its Waiver with respect to any covenants which would prevent, and any Default and/or Event of Default, and the consequences thereof, which may arise by virtue of, the consummation of the Proposed Transaction.

See “Terms of the Tender Offer and the Consent Solicitation — The Consent Solicitation”.

*Requisite Consents* .....

In order for the Waiver to the Indenture to be effective, Consents must be received in respect of a majority in aggregate principal amount of Notes outstanding, excluding any Notes owned by the Company or an Affiliate. The Waiver, assuming receipt of the Requisite Consents, will become effective before payment by the Company of the Consent Payment.

As of the date hereof, the aggregate principal amount of Notes not held by the Company or its Affiliates is \$200,000,000.

See “Terms of the Tender Offer and the Consent Solicitation — Procedures for Tendering Notes and Delivering Consents.”

*Acceptance of Tendered Notes and Payment*.....

Upon the terms of the Tender Offer and the Consent Solicitation, including any required proration, and upon satisfaction or waiver of the conditions to the Tender Offer or the Consent Solicitation specified herein under “Terms of the Tender Offer and the Consent Solicitation — Conditions of the Tender Offer and the Consent Solicitation,” we will (a) accept for purchase Notes validly tendered (or defectively tendered, if we waive such defect) at or prior to the Expiration Time (and not validly withdrawn at or prior to the Withdrawal Deadline), (b) promptly pay the Tender Offer Consideration (plus Accrued Interest) on the Payment Date for all Notes accepted for purchase, (c) make Early Tender Payments and the Consent Payments on the Payment Date for all Notes that were validly tendered at or prior to the Early Tender/Consent Only Deadline (or defectively tendered, if we waive such defect), not validly withdrawn at or prior to the Withdrawal Deadline and accepted for purchase and (d) make the Consent Payments (i) on the Payment Date for Consents that were validly delivered (or defectively delivered, if we waive such defect) at or prior to the Early Tender/Consent Only Deadline (and not validly revoked) pursuant to the Consent Only Option and (ii) for Consents deemed delivered with Notes validly tendered (or defectively tendered, if we waive such defect) and not validly withdrawn (and the corresponding Consents not validly revoked) before the Early Tender/Consent Only Deadline which are not accepted for purchase due to proration.

We reserve the right, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered at or prior to the Early Tender/Consent Only Deadline or Expiration Time (subject to the Tender Cap) and to keep the Tender Offer and the Consent Solicitation open or extend the Early Tender/Consent Only Deadline or Expiration

	Time to a later date and time and (b) waive all conditions to the Tender Offer for Notes validly tendered at or prior to the Early Tender/Consent Only Deadline or Expiration Time, as applicable.
<i>Conditions of the Tender Offer and the Consent Solicitation</i> .....	Consummation of the Tender Offer and the Consent Solicitation is conditioned upon satisfaction or waiver of the conditions set forth in “Terms of the Tender Offer and the Consent Solicitation— Conditions of the Tender Offer and the Consent Solicitation.”
	Although we will pay for Consents accepted for purchase on the Payment Date, we intend to adopt the Waiver promptly following receipt of the Requisite Consents. See “Terms of the Tender Offer and the Consent Solicitation—Conditions of the Tender Offer and the Consent Solicitation.”
<i>Soliciting Broker Fee</i> .....	The Company will pay a soliciting dealer fee of \$2.50 for each \$1,000 principal amount of the Notes that are validly tendered and accepted for purchase pursuant to the Tender Offer to retail brokers that are appropriately designated by their tendering Holder clients to receive this fee; <i>provided</i> that such fee will only be paid with respect to tenders by Holders whose aggregate principal amount of Notes is \$250,000 or less.
<i>How to Tender Notes and Deliver Consents</i> .....	See “Terms of the Tender Offer and the Consent Solicitation — Procedures for Tendering Notes and Delivering Consents.” For further information, call the Information Agent and Depository or the Dealer Manager and Solicitation Agent or consult your broker, dealer, commercial bank or trust company for assistance.
<i>Withdrawal Deadline</i> .....	5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated by us. Other than as described herein, following the Withdrawal Deadline, Notes may no longer be validly withdrawn and Consents may no longer be validly revoked.
<i>Withdrawal and Revocation Rights</i> .....	Notes tendered and Consents delivered at or prior to the Withdrawal Deadline may be withdrawn or revoked at any time at or prior to the Withdrawal Deadline, but not thereafter, except as required by applicable law. A valid withdrawal of tendered Notes will constitute the concurrent valid revocation of such Holder’s related Consents. In order for a Holder to revoke a Consent delivered together with the tender of the corresponding Notes, such Holder must withdraw the corresponding tendered Notes. Notes tendered and Consents delivered after the Withdrawal Deadline cannot be withdrawn or revoked, as applicable.
<i>Consequences to Non-Tendering Holders</i> .....	See “Terms of the Tender Offer and the Consent Solicitation — Significant Consequences” for a discussion of certain factors that should be considered in evaluating the Tender Offer and the Consent Solicitation.
<i>Taxation</i> .....	For a discussion of certain Peruvian and United States income tax considerations of the Tender Offer and the Consent Solicitation, see “Taxation.”

*Dealer Manager and Solicitation Agent* ..... Santander Investment Securities Inc. is serving as the sole Dealer Manager for the Tender Offer and sole Solicitation Agent for the Consent Solicitation (the “**Dealer Manager and Solicitation Agent**”). The Dealer Manager and Solicitation Agent’s contact information appears on the back cover of this Statement.

*Information Agent and Depositary*..... D.F. King & Co., Inc. (in its capacity as information agent, the “**Information Agent**”; in its capacity as depositary, the “**Depositary**”).

Requests for additional copies of this Statement and the Letter of Transmittal attached as Annex I hereto should be directed to the Information Agent and Depositary. Its contact information appears on the back cover of this Statement.



## OUR COMPANY

### Overview

We are a leading Peruvian producer of fishmeal and fish oil, primarily for the livestock and aquaculture industries, and we also produce frozen seafood for direct human consumption. According to the Food and Agriculture Organization of the United Nations, Peru is the largest producer and exporter of fishmeal and fish oil. Since the beginning of our operations in 1997, we have grown through a combination of organic growth and acquisitions, consolidating our position as the fourth largest producer of fishmeal and fish oil in Peru in 2015 in terms of volume, according to the Ministry of Production of Peru (the “**Ministry of Production**”).

### *Indirect Human Consumption (Fishmeal and Fish Oil)*

We produce fishmeal and fish oil from anchovies caught with our fleet of vessels off the coast of Peru, as well as from anchovies purchased from independent vessel owners (also known as “vikings”) that do not operate their own fishmeal processing plants. Our fishmeal is primarily used as a source of protein in feed for a variety of livestock and in aquaculture, or fish farming, particularly in Asia, where aquaculture has grown significantly. Our fish oil is a byproduct of the fishmeal production process, and is used for aquaculture and for human consumption. In 2015 and 2014, our sales totaled U.S.\$156.2 million and U.S.\$220.9 million, respectively. In 2015, our sales of fishmeal totaled U.S.\$116.4 million, while our sales of fish oil totaled U.S.\$17.7 million. For the three-month period ended March 31, 2016, our sales from fishmeal and fish oil totaled U.S.\$43.1 million, of which U.S.\$40.1 million was from sales of fishmeal and U.S.\$3.0 million was from sales of fish oil. In addition to the production and sale of fishmeal and fish oil, our indirect human consumption business includes the sale of fish we catch in southern Peru to companies with processing plants along the south coast of Peru.

In Peru, producers of fishmeal and fish oil may fish during two separate seasons. The first season occurs generally between the months of April and July, with the catch during this season sold during the same year. The second fishing season occurs generally between the months of November and January, with the catch during this season being sold almost entirely during the year commencing that January. The beginning and ending month of each season may vary depending upon sea or biomass conditions, which may cause our financial results to vary from period to period.

### *Direct Human Consumption (Frozen and Fresh Seafood)*

We produce and process frozen seafood for direct human consumption at our Paita and Tambo de Mora processing plants. Our Paita processing plant, which focuses primarily on giant squid and mahi-mahi processing has a processing capacity of 108 metric tons per day and a cold storage capacity of 4,720 metric tons. In June 2016, we announced the temporary closure of our Paita processing plant due to a scarcity of fish and squid in the northern region of the Peruvian Sea. We expect to reopen our Paita processing plant once a regular supply of fish and squid can be located. Our Tambo de Mora processing plant, which processes primarily various species of squid, mackerel and jack mackerel caught by our specialized fleet, has a processing capacity of 575 metric tons per day and a cold storage capacity of 6,000 metric tons.

Our sales in our direct human consumption business were U.S.\$19.1 million during 2015, U.S.\$33.5 million in 2014 and U.S.\$1.9 million in the three-month period ended March 31, 2016.

### *Our Plants*

We have eight processing plants in Peru, comprising six fishmeal and fish oil processing plants and our frozen seafood processing plants in Paita and Tambo de Mora. Our six fishmeal and fish oil processing plants have a total processing capacity of approximately 434 metric tons per hour. In the three-month period ended March 31, 2016 and in 2015 and 2014, exports accounted for almost all of our sales volume, with China, our principal export market for fishmeal, accounting for approximately 74%, 76% and 55% of our consolidated sales volume, respectively.

We also produce and export fish oil. Our main export markets for fish oil are Denmark, Belgium and Chile. In the three-month period ended March 31, 2016, we sold 100% of our production to Belgium. We currently export the frozen seafood we produce from our Paita and Tambo de Mora processing plants primarily to China and Japan, with exports to these countries representing 42% and 23%, respectively, of our value of sales of frozen seafood in the three-month period ended March 31, 2016.

## **New Term Loan Facility**

Prior to the Expiration Time, we expect to enter into a new senior secured term loan facility for up to \$55.0 million with various lenders, including an affiliate of the Dealer Manager and Solicitation Agent, that will mature in 2022. Our obligations under the loan facility are expected to be secured by a trust or pledge established pursuant to Peruvian law to which eight or nine of our fishing vessels will be assigned or pledged, representing approximately 2.5% of the current quota for the center-north region of the Pacific Ocean off the coast of Peru (as set by the Ministry of Production), providing collateral coverage of at least double the amount of the loan facility. The loan facility will be subject to various representations and warranties, conditions, covenants and other terms to be described in the documentation for the loan facility. The closing of the new loan facility is a condition to consummation of the Tender Offer and Consent Solicitation, and there can be no assurance that the loan facility will be entered into on the terms described herein or at all.

## **Company Information**

Our principal executive offices are located at Av. Víctor Andrés Belaunde No. 214, San Isidro - Lima, Perú. Our telephone number is +51 (1) 211-5300 and our fax number is +51 (1) 441-4643. Our email address is central@exalmar.com.pe. Information on our website is not incorporated into this Statement and should not be relied upon in determining whether to participate in the Tender Offer and Consent Solicitation.

## TERMS OF THE TENDER OFFER AND THE CONSENT SOLICITATION

### Purpose of the Tender Offer and Consent Solicitation

The purpose of the Tender Offer and Consent Solicitation is to seek a one-time waiver to the Indenture to allow the Proposed Transaction, wherein the Company will enter into a new senior secured term loan facility of up to \$55.0 million and/or other sources of debt financing, which shall not in the aggregate exceed \$80.0 million.

The Indenture, however, contains certain covenants regarding, among other things, the incurrence of indebtedness and liens that would otherwise prevent the Proposed Transaction and result in a Default and/or Event of Default if the Proposed Transaction were consummated without the Waiver. By granting a Consent to the Waiver, each Holder is consenting to the Proposed Transaction and giving its Waiver with respect to any covenants which would prevent, and any Default and/or Event of Default, and the consequences thereof, which may arise by virtue of, the consummation of the Proposed Transaction. The terms of the Indenture will remain unchanged.

### The Tender Offer

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Statement and the Letter of Transmittal attached hereto as Annex I, an aggregate principal amount of Notes up to the Tender Cap. Notes may be tendered only in principal amounts equal to the authorized denominations of the Notes. The Notes are authorized to be issued in minimum denominations of \$200,000 and integral multiples of \$1,000 in excess thereof.

The Total Consideration payable for each \$1,000 principal amount of Notes that are validly tendered (and not validly withdrawn) at or prior to the Early Tender/Consent Only Deadline and accepted for purchase by us will be the Total Consideration set forth in the table on the front cover of this Statement. The Total Consideration includes an Early Tender Payment of \$40.00 per \$1,000 principal amount of Notes (which is payable in respect of Notes tendered at or prior to the Early Tender/Consent Only Deadline and accepted for purchase), a Consent Payment of \$5.00 per \$1,000 principal amount of Notes (which, with respect to the Tender and Consent Option, is payable in respect of Consents delivered at or prior to the Early Tender/Consent Only Deadline and accepted by us) and the Tender Offer Consideration of \$765.00 per \$1,000 principal amount of Notes (which is payable in respect of Notes tendered pursuant to the Tender and Consent Option at or prior to the Expiration Time and which are accepted for purchase by us).

We will announce the results of proration by press release promptly after the Expiration Time. All Notes not accepted as a result of proration will be rejected from the Tender Offer and will be returned to tendering Holders at the Company's expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated. Even if a Holder's Notes are prorated, that Holder will be deemed to have delivered Consents with respect to all Notes tendered at or prior to the Early Tender/Consent Only Deadline and will receive the Consent Payment in respect of all such Notes tendered at or prior to the Early Tender/Consent Only Deadline, including those returned to it.

We will purchase any Notes that have been validly tendered (and not validly withdrawn) (subject to any required proration if Notes have been validly tendered in excess of the Tender Cap) at or prior to the Expiration Time and accept for payment Consents validly delivered (and not validly revoked) in the Consent Only Option or deemed delivered with Notes validly tendered pursuant to the Tender and Consent Option at or prior to the Early Tender/Consent Only Deadline, subject to all conditions to the Tender Offer and the Consent Solicitation (including the Financing Condition and receipt of the Requisite Consents) having been satisfied or waived by us, on the Payment Date.

The Payment Date is expected to occur on August 8, 2016, subject to all conditions to the Tender Offer and the Consent Solicitation (including the Financing Condition and receipt of the Requisite Consents) having been satisfied or waived by us. In addition to the Total Consideration, the Tender Offer Consideration and the Consent Payment, as the case may be, Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also receive Accrued Interest.

Holders must validly tender their Notes at or prior to the Early Tender/Consent Only Deadline (and not validly withdraw such Notes at or prior to the Withdrawal Deadline) in order to be eligible to receive the Total Consideration. Holders validly tendering their Notes after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time and accepted for purchase by us will be eligible to receive only the Tender Offer Consideration, but not the Early Tender Payment or the Consent Payment. Notes accepted for purchase pursuant to the Tender Offer will be paid for in same-day funds promptly on the Payment Date. In addition to the Total Consideration, the Tender Offer Consideration and the Consent

Payment, as the case may be, Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also receive Accrued Interest.

**So long as the other terms and conditions described herein are satisfied and subject to the Tender Cap, we intend to accept for payment all Notes validly tendered at or prior to the Expiration Time, and will only prorate such Notes if the aggregate amount of the Notes validly tendered and not withdrawn exceeds the Tender Cap.**

Subject to the satisfaction or waiver of the conditions of the Tender Offer and the Consent Solicitation, payment for Notes validly tendered and Consents validly delivered, and accepted for purchase, will be made on the Payment Date by the Company's deposit of immediately available funds with the Depository or, upon the Depository's instructions, with DTC.

On the Payment Date, the Company will deliver to the Depository (i) the Total Consideration for any Notes that were validly tendered (and not validly withdrawn) at or prior to the Early Tender/Consent Only Deadline and accepted by us for purchase (after any required proration), plus Accrued Interest; (ii) the Tender Offer Consideration for any Notes that were validly tendered after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time and accepted by us for purchase (after any required proration), plus Accrued Interest; and (iii) the Consent Payment for (A) Consents deemed delivered with Notes validly tendered pursuant to the Tender and Consent Option at or prior to the Early Tender/Consent Only Deadline but which are not accepted for purchase due to proration and (B) Consents validly delivered (and not validly revoked) pursuant to the Consent Only Option.

For purposes of the Tender Offer, tendered Notes will be deemed to have been accepted for payment if, as and when the Company gives oral notice (confirmed in writing) or written notice thereof to the Depository.

Holders may validly deliver their Consents pursuant to the Consent Only Option without tendering the corresponding Notes. Holders that validly tender Notes at or prior to the Expiration Time pursuant to the Tender and Consent Option (and do not validly withdraw such Notes) will be deemed to have delivered Consents with respect to the aggregate principal amount of the Notes tendered, even if a smaller principal amount of such Notes is accepted by us for purchase due to proration. Tendered Notes may be withdrawn and delivered Consents may be revoked at any time at or prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law.

We may from time to time purchase any Notes that remain outstanding after the Expiration Time through open market or privately negotiated transactions, one or more additional tender or exchange offers or otherwise, on terms that may or may not be equal to the Tender Offer Consideration or the Total Consideration, or we may exercise any of our rights under the Indenture (including redemption or defeasance rights).

### **The Consent Solicitation**

Concurrently with the Tender Offer, we are soliciting Consents from Holders to the Waiver. Holders may validly deliver their Consents pursuant to the Consent Only Option without tendering the corresponding Notes. Holders may participate in the Consent Only Option by validly delivering Consents (and depositing the corresponding Notes in an account established by the Depository) at or prior to the Early Tender/Consent Only Deadline. Holders that validly tender Notes at or prior to the Expiration Time pursuant to the Tender and Consent Option will be deemed to have delivered Consents with respect to the aggregate principal amount of the Notes tendered, even if a smaller principal amount of such Notes are accepted for purchase by us due to proration.

We will not effect the Waiver if we do not receive the Requisite Consents. If the Waiver becomes effective, it will apply to all Notes issued under the Indenture, including those Notes with respect to which Consents are not delivered or that were tendered but not accepted for purchase. The terms of the Indenture will remain unchanged after giving effect to the Waiver.

Our obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and to pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation is conditioned on the satisfaction or waiver of certain conditions. See “— Conditions of the Tender Offer and the Consent Solicitation.”

Holders who tender Notes in the Tender Offer are deemed to have delivered Consents to the Waiver with respect to such tendered Notes. Pursuant to the terms of the Letter of Transmittal, the completion, execution and delivery thereof by a Holder in connection with the tender of Notes will be deemed to constitute the Consent of such tendering Holder to the Waiver. See “— Withdrawal of Tenders and Revocation of Consents.”

No appraisal rights are available to Holders of Notes in connection with the Tender Offer or the Consent Solicitation.

### **Soliciting Broker Fee**

With respect to any Notes accepted for purchase by the Company, the Company will pay a soliciting dealer fee of \$2.50 for each \$1,000 principal amount of the Notes that are validly tendered and accepted for purchase pursuant to the Tender Offer to retail brokers that are appropriately designated by their tendering Holder clients to receive this fee, provided that such fee will only be paid with respect to tenders by Holders whose aggregate principal amount of Notes is \$250,000 or less (the “**Soliciting Broker Fee**”). The Company will, in its sole and absolute discretion, determine whether a broker has satisfied the criteria for being eligible to receive a Soliciting Broker Fee.

A soliciting dealer is a retail broker and is a broker or dealer in securities which is a member of any national securities exchange or of the Financial Industry Regulatory Authority, or a bank or trust company. Soliciting dealers will include any of the organizations described above even when the activities of such organization in connection with the Tender Offer consists solely of forwarding to clients materials relating to the Tender Offer and tenders of Notes as directed by beneficial owners thereof. Each soliciting dealer will confirm that each Holder that it solicits has received a copy of this Statement, or concurrently with such solicitation provides the Holder with a copy of this Statement. No soliciting dealer is required to make any recommendation to Holders as to whether to tender its Notes or refrain from tendering its Notes in the Tender Offer. No assumption is made, in making payments to any soliciting dealer, that its activities in connection with the Tender Offer included any activities other than those described in this paragraph. For all purposes noted in materials relating to the Tender Offer, the term “solicit” shall be deemed to mean no more than “processing tenders” or “forwarding to customers material regarding the Tender Offer.”

**Soliciting dealers are not eligible to receive a Soliciting Broker Fee with respect to Notes beneficially owned by such soliciting dealer or with respect to any Notes that are registered in the name of a soliciting dealer unless such Notes are held by such soliciting dealer as nominee and the related Notes are tendered on behalf of the beneficial owner of such Notes.**

Soliciting dealers should take care to ensure that proper records are kept to document their eligibility to receive any Soliciting Broker Fee. The Company and the Information Agent and Depositary reserve the right to require additional information at their discretion, as deemed warranted.

### **Sources of Funds**

We will use the proceeds of the Proposed Transaction, together with cash on hand and short-term borrowings (if needed), to provide the total amount of funds required to purchase Notes and pay for Consents sought pursuant to the Tender Offer and the Consent Solicitation and to pay all fees and expenses in connection therewith.

### **Conditions of the Tender Offer and the Consent Solicitation**

Notwithstanding any other provision of the Tender Offer or the Consent Solicitation, and in addition to, and not in limitation of, our rights to extend or amend the Tender Offer and the Consent Solicitation, our obligation to accept for purchase, and to pay for, any Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation, is subject to the satisfaction of a number of conditions.

#### *Financing Condition*

The “**Financing Condition**” shall be deemed to be satisfied if we shall have completed the Proposed Transaction, the result being that we receive net proceeds sufficient, together with cash on hand and short-term borrowings (if needed), to pay the aggregate consideration for all accepted validly tendered Notes and validly delivered Consents, plus all fees and expenses incurred in connection with the Tender Offer and Consent Solicitation, including Accrued Interest on such Notes.

#### *General Conditions*

All of the “**General Conditions**” shall be deemed to have been satisfied unless any of the conditions or events set forth in paragraphs (a) through (f) below shall occur:

(a) we have not received the Requisite Consents;

(b) (i) any general suspension of trading in, or limitation on prices for, securities or financial markets in Peru or the United States, (ii) a material impairment in the trading market for debt securities in Peru or the United States, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in Peru or the United States (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in Peru or the United States, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving Peru, the United States or any other country in which the Company or any of its subsidiaries or affiliates conducts business or declaration of emergency or war by Peru, the United States or any other country in which the Company or any of its subsidiaries or affiliates conducts business that would reasonably be expected to have a material adverse effect on our (or our subsidiaries') business, operations, condition or prospects, (vi) any change in the tax laws in Peru or the United States that, in our reasonable judgment, materially alters the expected benefits to us of purchasing the Notes or (vii) any significant adverse change in the securities or financial markets in Peru or the United States generally or in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;

(c) the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Tender Offer or the Consent Solicitation or that is reasonably likely to be materially adverse to the Company's or its subsidiaries' business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;

(d) any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or the Consent Solicitation or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or the Consent Solicitation or otherwise adversely affects in any material manner the Tender Offer or the Consent Solicitation;

(e) there exists, in our sole judgment, any other actual or threatened legal impediment to the Tender Offer or the Consent Solicitation or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer or the Consent Solicitation; or

(f) an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or the Consent Solicitation, or we shall have determined that anything could impair the contemplated benefits of the Tender Offer or the Consent Solicitation.

The conditions described above are solely for our benefit and may be asserted by us regardless of the circumstances giving rise to any such condition, including any action or inaction by us in our sole discretion, and may be waived by us, in whole or in part, at any time and from time to time prior to the Expiration Time. Our failure at any time to exercise any of our rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

We expressly reserve the right, in our sole discretion, subject to applicable law, to waive any and all of the conditions of the Tender Offer and the Consent Solicitation, including the Financing Condition and receipt of the Requisite Consents. If any of the conditions are not satisfied or waived by us at the Expiration Time, we may terminate the Tender Offer and the Consent Solicitation, or any portion of it, or extend the Tender Offer and the Consent Solicitation, or any portion of it, and continue to accept tenders of Notes and/or deliveries of Consents. See “— Expiration Time; Early Tender/Consent Only Deadline; Extensions; Amendments.”

#### **Additional Terms of the Tender Offer and the Consent Solicitation**

- Each Holder who tenders Notes and/or delivers Consents is required to represent that it is not an Affiliate of the Company, and the Company does not intend to purchase any Notes owned by Affiliates or accept any Consents from Affiliates.

- All communications, payments, notices, certificates, or other documents to be delivered to or by a Holder will be delivered by or sent to or by it at the Holder's own risk. None of the Company, the Dealer Manager and Solicitation Agent or the Information Agent and Depositary shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction.
- By submitting a valid electronic acceptance instruction, a Holder will be deemed to have given the representations, warranties and undertakings of the Holder set forth below in “— Procedures for Tendering Notes and Delivering Consents” and “— Representations, Warranties and Undertakings.”
- All acceptances of tendered Notes and/or delivered Consents shall be deemed to be made on the terms set out in this Statement and the Letter of Transmittal attached hereto as Annex I (and shall be deemed to be given in writing even though submitted electronically).
- The Company may in its sole discretion elect to treat as valid an electronic tender of Notes and/or delivery of Consents instruction in respect of which the relevant Holder does not fully comply with all the requirements of these terms.
- Unless waived by the Company, any irregularities in connection with tenders of Notes and/or deliveries of Consents must be cured within such time as the Company shall determine. None of the Company, the Dealer Manager and Solicitation Agent, the Information Agent and Depositary or any other person shall be under any duty to give notification of any defects or irregularities in tenders of Notes and/or deliveries of Consents, nor will any of such entities incur any liability for failure to give such notifications. Tenders of Notes and/or deliveries of Consents may be deemed not to have been made until such irregularities have been cured or waived. The Company, in its sole discretion, may waive any irregularities in any tenders of Notes and/or deliveries of Consents, which may include irregularities in how or when Notes are tendered and/or Consents are delivered.
- Any rights or claims which a Holder may have against the Company in respect of any tendered Notes, any delivered Consents (with or without the tender of the corresponding Notes), the Tender Offer or the Consent Solicitation shall be extinguished or otherwise released upon the payment to such Holder of the Consent Payment (for (A) Consents deemed delivered with Notes validly tendered pursuant to the Tender and Consent Option but which are not accepted for purchase due to proration and (B) Consents validly delivered pursuant to the Consent Only Option) or the Total Consideration (plus Accrued Interest) or the Tender Offer Consideration (plus Accrued Interest), as the case may be.
- Without limiting the manner in which the Company may choose to make any public announcement, the Company shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release or notice, in addition to any press release or notice required pursuant to the terms of the Indenture, to PR Newswire, Business Wire or a similar news service.
- Notes are debt obligations of the Company and are governed by the Indenture. There are no appraisal or other similar statutory rights available to the Holders in connection with the Tender Offer.
- The contract constituted by the Company's acceptance for payment in accordance with the terms of this Statement and the Letter of Transmittal attached hereto as Annex I of all Notes validly tendered (or defectively tendered, if such defect has been waived by the Company) and/or Consents validly delivered shall be governed by, and construed in accordance with the laws of the State of New York.

### **Significant Consequences**

The following factors, in addition to the other information set forth herein, should be considered carefully before determining whether or not to tender Notes and/or deliver Consents.

*Adverse effects on trading market for Notes.* To the extent that Notes are tendered and accepted in the Tender Offer, the trading market for any Notes that remain outstanding thereafter will be diminished. A Note issue with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes not accepted for purchase may be affected adversely to the extent that the principal amount of Notes tendered and purchased pursuant to the Tender Offer reduces the float of the Notes.

The reduced float may also tend to make trading prices more volatile. There can be no assurance that any trading market will exist for the Notes following the consummation of the Tender Offer.

*The Early Tender Payment will be paid only to Holders who validly tender their Notes (and do not validly withdraw such Notes) at or prior to the Early Tender/Consent Only Deadline.* The Early Tender Payment will be paid only to Holders that validly tender their Notes at or prior to the Early Tender/Consent Only Deadline (and do not validly withdraw such Notes at or prior to the Withdrawal Deadline). On the Payment Date, assuming satisfaction or waiver of the conditions to the Tender Offer and the Consent Solicitation and subject to proration, we will pay the Early Tender Payment to each Holder that validly tenders Notes in the Tender Offer at or prior to the Early Tender/Consent Only Deadline. If a Holder's Notes are not validly tendered at or prior to the Early Tender/Consent Only Deadline, or a Holder's Notes are withdrawn and such Notes are retendered after the Early Tender/Consent Only Deadline, such Holder will not receive the Early Tender Payment or the Consent Payment in respect of such Notes even though some or all of such Notes may be accepted for purchase in the Tender Offer. In such case, such Holder will receive only the Tender Offer Consideration for such Notes that are accepted for purchase and purchased, even if a smaller principal amount of such Notes are accepted for purchase due to proration.

*Holders delivering Consents will have to deposit their Notes with the Depository until the Payment Date or the earlier of termination of the Tender Offer and the Consent Solicitation or the revocation of the related Consents, even if they are not also tendering their Notes.* Holders delivering Consents in the Consent Solicitation must deposit the Notes to which the Consents relate with the Depository even if such Notes are not being tendered. A Holder may revoke its Consent at any time at or prior to the Withdrawal Deadline, but not thereafter. Therefore, following the Withdrawal Deadline, a Holder that has deposited Notes with the Depository in connection with its delivery of Consents will not have access to such Notes, including for the purpose of settling a sale thereof.

*Future purchases of Notes.* We may from time to time purchase any Notes that remain outstanding after the Expiration Time through open market or privately negotiated transactions, one or more additional tender or exchange offers or otherwise, on terms that may or may not be equal to those of the Tender Offer and the Consent Solicitation (including with respect to any consideration paid), or we may exercise any of our rights under the Indenture (including redemption or defeasance rights). A copy of the Indenture is available for inspection at the offices of the Paying Agent and Transfer Agent.

*Lenders under the Company's new senior secured credit facility would have a prior claim, ahead of the Notes, on the assets of the Company to the extent of the assets securing the credit facility.* The Notes are unsecured. Therefore, secured creditors of the Company (including the lenders under the Company's new senior secured credit facility) would have a prior claim, ahead of the Notes, on the assets of the Company to the extent of the assets securing that secured debt. The obligations of the Company under the new senior secured credit facility are expected to be secured by a trust or pledge established pursuant to Peruvian law to which eight or nine of our fishing vessels will be assigned or pledged, representing approximately 2.5% of the current quota for the center-north region of the Pacific Ocean off the coast of Peru (as set by the Ministry of Production). The Company believes that the fair market value of the collateral securing the new senior secured credit facility is at least double the amount of the loan facility, however, the assumptions and estimates used to calculate the fair market value may prove to be inaccurate for many reasons, which could adversely affect the trading price of any Notes that remain outstanding after the Tender Offer and could impact the ability of Holders to recover in a bankruptcy, liquidation or reorganization or similar proceeding relating to us or our property.

### **Expiration Time; Early Tender/Consent Only Deadline; Extensions; Amendments**

The Expiration Time is 11:59 p.m., New York City time, on August 5, 2016, unless extended or earlier terminated, in which case the Expiration Time will be such date to which the Expiration Time is extended or earlier terminated. The Early Tender/Consent Only Deadline is 5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated, in which case the Early Tender/Consent Only Deadline will be such date to which the Early Tender/Consent Only Deadline is extended or earlier terminated.

Subject to applicable securities laws and the terms and conditions set forth in this Statement, we expressly reserve the right to (i) waive any or all of the conditions to the Tender Offer and the Consent Solicitation prior to the date of acceptance for purchase of Notes and/or Consents in the Tender Offer or the Consent Solicitation if any of the conditions to the Tender Offer and the Consent Solicitation are not satisfied, (ii) extend the Early Tender/Consent Only Deadline, (iii) extend the Expiration Time, or (iv) otherwise amend the terms of or terminate the Tender Offer or the Consent Solicitation if any of the conditions to the Tender Offer and the Consent Solicitation are not satisfied. In order to extend the Early Tender/Consent Only Deadline or the Expiration Time we will notify the Information Agent and Depository, and will make a public announcement



prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Early Tender/Consent Only Deadline or Expiration Time, as applicable. The rights reserved by us in this paragraph are in addition to our rights described under “— Conditions of the Tender Offer and the Consent Solicitation.” During any extension of the Tender Offer, all Notes validly tendered and not yet accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by us. During any extension of the Consent Solicitation, all validly delivered Consents will remain effective, unless validly revoked at or prior to the extended Withdrawal Deadline, if any.

The minimum period during which the Tender Offer and the Consent Solicitation will remain open following material changes in the terms of the Tender Offer or the Consent Solicitation or in the information concerning the Tender Offer or the Consent Solicitation will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to any amendment of the terms of the Tender Offer providing for a modification of the Tender Cap or a modification in consideration or principal amount of such Notes sought, we will keep the Tender Offer and the Consent Solicitation open for a minimum ten business day period to allow for adequate dissemination of such change; *provided, however*, that we will not be required to amend or extend the Tender Offer if we increase the Tender Cap by an amount not exceeding 2% of the outstanding principal amount of the Notes.

If we amend the terms of the Tender Offer or the Consent Solicitation in a manner determined by us to be material, we will promptly disclose such amendment in a manner reasonably calculated to inform Holders of such amendment and, to the extent necessary, extend the Withdrawal Deadline, the Early Tender/Consent Only Deadline or the Expiration Time for a period of time deemed by us to be required by law and to be adequate to permit such Holders to validly withdraw their Notes and revoke their Consents.

### **Procedures for Tendering Notes and Delivering Consents**

The tender of Notes and/or delivery of Consents pursuant to the Tender Offer and the Consent Solicitation and in accordance with the procedures described below will constitute a tender of Notes and/or delivery of Consents. The method of tendering Notes and/or delivering Consents and delivering the Letter of Transmittal, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance of an Agent’s Message (as defined below) transmitted through ATOP, is at the election and risk of the person tendering Notes and/or delivering Consents and delivering the Letter of Transmittal and, except as otherwise provided in the Letter of Transmittal, delivery will be deemed made only when actually received by the Depository. If delivery is by mail, it is suggested that the Holder use properly insured, registered mail with return receipt requested and that the mailing be made sufficiently in advance of the Expiration Time or the Early Tender/Consent Only Deadline, as applicable, to permit delivery to the Depository prior to such date. **If Notes are delivered via ATOP, there is no need to deliver a Letter of Transmittal.**

#### **Tender of Notes**

The tender of Notes by a Holder (and subsequent acceptance of such tender by the Company) pursuant to one of the procedures set forth below will constitute a binding agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth herein and the Letter of Transmittal, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

The procedures by which Notes may be tendered by beneficial owners who are not registered Holders will depend upon the manner in which Notes are held.

#### **Delivery of Consents**

Only registered Holders are entitled to deliver Consents. Revocation will be effective only if the Information Agent and Depository receives the notice of revocation at or prior to the Withdrawal Deadline.

Holders that deliver Consents without tendering the corresponding Notes must temporarily deposit the corresponding Notes in an account established by the Depository until the Payment Date or such earlier time as we terminate the Consent Solicitation or the Consents are revoked. Holders wishing to deliver Consents but not tender the corresponding Notes must indicate in the Letter of Transmittal or Agent’s Message (as defined below) that such Holder has elected to Consent to the Waiver but not to tender Notes pursuant to the Tender Offer. Holders that make such election will receive the deposited Notes from the Depository promptly following the earlier of the Payment Date or, in the event of a termination by the Company of the Consent Solicitation or a revocation of the delivered Consents by the Holder at or prior to the Withdrawal Deadline, promptly following such termination or revocation. A Holder that has delivered Consents without tendering the

corresponding Notes wishing thereafter to tender such corresponding Notes must indicate in a subsequent Letter of Transmittal or Agent's Message that such Holder has elected to tender such Notes pursuant to the Tender Offer. The Consents previously delivered will remain valid with respect to such Notes.

### **Tender of Notes Held in Physical Form**

If you believe that you are holding a Note in physical form, please contact the Depository for the appropriate procedures with regard to tendering such Notes and/or delivering Consents. If any Notes are held in physical form, such Notes could be tendered and Consents delivered to the Depository at the address identified on the back cover of this Statement.

If Notes are registered in the name of a person other than the signer of a Letter of Transmittal, then, in order to validly tender such Notes pursuant to the Tender Offer and/or deliver Consents with respect to such Notes pursuant to the Consent Solicitation, such Notes or Consents must be endorsed or accompanied by an appropriate written instrument or instruments of transfer signed exactly as the name(s) of Holder(s) appear on such Notes, with the signature(s) on such Notes, Consents or instruments of transfer guaranteed as provided below. If these procedures are followed by a beneficial owner tendering Notes and/or delivering Consents with respect to such Notes (x) at or prior to the Early Tender/Consent Only Deadline or (y) after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time, as applicable, Holder(s) of such Notes must sign a valid proxy.

### **Tender of Notes Held Through a Custodian**

Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes and/or deliver Consents should contact the registered Holder promptly and instruct such Holder to tender Notes and/or deliver Consents on such beneficial owner's behalf. Any beneficial owner of Notes held through DTC or its nominee, through authority granted by DTC, may direct the DTC participant through which that beneficial owner's Notes are held in DTC to tender Notes and/or deliver Consents on that beneficial owner's behalf. If such beneficial owner wishes to tender such Notes and/or deliver such Consents himself, such beneficial owner must, prior to completing and executing the Letter of Transmittal and tendering such Notes and/or delivering such Consents, either make appropriate arrangements to register ownership of the Notes in such beneficial owner's name (if permitted) or otherwise follow the procedures described below. The transfer of record ownership (if permitted) may take considerable time.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Tender Offer and the Consent Solicitation. Accordingly, beneficial owners wishing to participate in the Tender Offer or the Consent Solicitation should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Tender Offer or the Consent Solicitation.

### **Tender of Notes Held Through DTC**

To effectively tender Notes and/or deliver Consents that are held through DTC, DTC participants should either (i) properly complete and duly execute the Letter of Transmittal (or a manually signed facsimile thereof), together with any other documents required by the Letter of Transmittal, and mail or deliver the Letter of Transmittal and such other documents to the Depository or (ii) electronically transmit their acceptance through ATOP (and thereby tender Notes and/or deliver Consents), for which the Tender Offer and the Consent Solicitation will be eligible. Upon receipt of such Holder's acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent's Message to the Depository for its acceptance.

The method of delivery of Notes, Consents and Letters of Transmittal, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance of an Agent's Message transmitted through ATOP, is at the election and risk of the person tendering Notes and/or delivering Consents and delivering the Letter of Transmittal and, except as otherwise provided in the Letter of Transmittal, delivery will be deemed made only when actually received by the Depository. **If Notes are delivered via ATOP there is no need to deliver a Letter of Transmittal.**

### **Book-Entry Delivery Procedures**

Any financial institution that is a participant in DTC may make book-entry tender of Notes and/or delivery of Consents by causing DTC to transfer such Notes into the Depository's account and/or deliver such Consents in accordance with DTC's ATOP. Delivery of documents to DTC does not constitute delivery to the Depository. The confirmation of a

book-entry transfer into the Depository account at DTC as described above is referred to herein as a “**Book-Entry Confirmation.**”

The term “**Agent’s Message**” means a message, transmitted by DTC to and received by the Depository and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from a tendering participant, which acknowledgment states that such participant has received and agrees to be bound by this Statement and the Letter of Transmittal attached hereto as Annex I and the Company may enforce the terms thereof against such participant.

### **Signature Guarantees**

Signatures on all Letters of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (each a “**Medallion Signature Guarantor**”), unless Notes tendered are tendered and delivered (i) by a registered Holder (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes) who has not completed any of the boxes entitled “A. Special Issuance/Delivery Instructions” or “B. Special Issuance/Delivery Instructions” on the Letter of Transmittal or (ii) for the account of a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to as an “**Eligible Institution**”). If Notes are registered in the name of a person other than the signer of the Letter of Transmittal or if Notes not accepted for purchase or not tendered are to be returned to a person other than the registered Holder, then the signature on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above.

### **Representations, Warranties and Undertakings**

By submitting a valid electronic acceptance instruction, a Holder represents, warrants and undertakes to the Company, the Depository and the Dealer Manager and Solicitation Agent that:

I. the Holder has received and reviewed this Statement and the Letter of Transmittal attached hereto as Annex I, understands and agrees to be bound by all the terms of the Tender Offer and the Consent Solicitation and has full power and authority to tender Notes and/or deliver Consents in respect of such Notes;

II. the Notes are, at the time of acceptance, and will continue to be, until the payment on the Payment Date or the termination or withdrawal of the Tender Offer, or, in the case of Notes in respect of which the tender has been revoked, the date on which such tender is validly revoked, held by it;

III. the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder;

IV. if Notes and/or Consents are accepted by the Company for payment, the Holder acknowledges that the value date for delivery and receipt will be the Payment Date. The Holder acknowledges that, to the extent the Holder tenders its Notes after the Early Tender/Consent Only Deadline, the Holder will not receive the payment of the Early Tender Payment that would otherwise be payable with respect to Notes and Consents delivered to the Depository at or prior to the Early Tender/Consent Only Deadline;

V. the Notes that are the subject of the electronic acceptance instruction will, on the Payment Date, be transferred by the Holder with full title guarantee free from all liens, charges and encumbrances and together with all rights attached thereto;

VI. the Holder is not an Affiliate of the Company;

VII. the Holder is not a person to whom it is unlawful to make an offer pursuant to the Tender Offer or the Consent Solicitation under applicable securities laws;

VIII. the Holder is not a resident and/or located in the United Kingdom or, if the Holder is a resident and/or located in the United Kingdom, the Holder is a person falling within the definition of investment professional (as defined in Article 19(5) of the Order) or within Article 43(2) of the Order, or to whom this Statement may lawfully be communicated in accordance with the Order; and

IX. the Holder is not a resident of and/or located in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive or, if the Holder is a resident of and/or located in a Relevant Member State, the Holder is a qualified investor as defined under the Prospectus Directive.

### **Other Matters**

Tenders of Notes and/or deliveries of Consents pursuant to any of the procedures described above, and acceptance thereof by us for purchase, will constitute a binding agreement between us and the tendering Holder of such Notes and/or Consents, upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation in effect on the date Notes and/or Consents are accepted for payment.

There are no guaranteed delivery provisions provided by the Company in conjunction with the Tender Offer or the Consent Solicitation under the terms of this Statement or any of the other documents relating to the Tender Offer. Holders must tender their Notes and/or deliver their Consents in accordance with the procedures set forth under “— Procedures for Tendering Notes and Delivering Consents.”

By submitting a Letter of Transmittal (or by tendering Notes through book-entry transfer) as set forth above, and subject to and effective upon acceptance for purchase of, and payment for, Notes tendered therewith, a Holder (i) irrevocably sells, assigns and transfers to or upon the order of us all right, title and interest in and to all Notes tendered thereby, (ii) waives any and all other rights with respect to Notes (including, without limitation, the Holder’s waiver of any existing, past or future defaults and their consequences in respect of Notes and the Indenture), (iii) releases and discharges us from any and all claims the Holder may have now, or may have in the future, arising out of, or related to, Notes, including, without limitation, any claims that the Holder is entitled to receive additional principal or interest payments with respect to Notes or to participate in any redemption or defeasance of Notes and (iv) irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of the Holder with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to us, (b) deliver Consents in respect of such Notes, together with all accompanying evidences of transfer and authenticity, to us, (c) present such Notes for transfer on the relevant security register, and (d) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depositary will have no rights to, or control over, funds from us, except as agent for the Holder, for the Tender Offer Consideration or the Total Consideration, as the case may be, and Accrued Interest for any tendered Notes that are purchased by us).

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Notes and/or deliveries of Consents will be determined by us, in our sole discretion, the determination of which shall be final and binding. Alternative, conditional or contingent tenders of Notes and/or deliveries of Consents will not be considered valid. We reserve the absolute right, in our sole discretion, to reject any or all tenders of Notes and/or deliveries of Consents that are not in proper form or the acceptance of which, in our opinion, would be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes and/or the delivery as to particular Consents.

Our interpretation of the terms and conditions of the Tender Offer and the Consent Solicitation (including the instructions in the Letter of Transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes and/or deliveries of Consents must be cured within such time as we determine, unless waived by us. Tenders of Notes and/or deliveries of Consents shall not be deemed to have been validly made until all defects and irregularities have been waived by us or cured. Holders may deliver Consents pursuant to the Consent Only Option without validly tendering their corresponding Notes pursuant to the Tender Offer. None of the Company, the Dealer Manager and Solicitation Agent, the Information Agent and Depositary or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes and/or deliveries of Consents, or will incur any liability to Holders for failure to give any such notice.

### **Acceptance of and Payment for Notes and Consents**

Upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation (including if the Tender Offer or the Consent Solicitation are extended or amended, the terms and conditions of any such extension or amendment), we will (i) accept for purchase, and pay for, Notes that are validly tendered at or prior to the Expiration Time (and not validly withdrawn) after any required proration if the aggregate principal amount of Notes so tendered exceeds the Tender Cap and (ii) accept and pay for all Consents (A) validly delivered in the Consent Only Option at or prior to the Early Tender/Consent Only Deadline (and not validly revoked) and (B) deemed delivered with Notes validly tendered pursuant to

the Tender and Consent Option at or prior to the Early Tender/Consent Only (and not validly revoked), even if a smaller principal amount of such Notes are accepted for purchase due to proration.

**So long as the other terms and conditions of the Tender Offer and the Consent Solicitation are satisfied and subject to the Tender Cap with respect to the Notes, we intend to accept for payment all Notes validly tendered at or prior to the Expiration Time, and will only prorate such Notes if the aggregate amount of such Notes validly tendered and not withdrawn exceeds the Tender Cap.**

If the purchase of validly tendered Notes as described in the paragraph above would cause us to purchase a principal amount greater than the Tender Cap and we accept Notes for purchase in the Tender Offer, we will do so on a prorated basis, with the aggregate principal amount of each Holder's validly tendered Notes accepted for purchase determined by multiplying such Holder's tender by the proration factor, and rounding the product down to the nearest \$1,000. Depending on the amount tendered and the proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum denomination being returned to such Holder, we will purchase all of such Holder's validly tendered Notes.

We will make payment of the Total Consideration, the Tender Offer Consideration and the Consent Payment, as the case may be, plus Accrued Interest, pursuant to the Tender Offer and the Consent Solicitation on the Payment Date.

Notes may be tendered only in principal amounts equal to the authorized denominations.

For purposes of the Tender Offer, we will be deemed to have accepted Notes for purchase if, as and when we give oral (promptly confirmed in writing) or written notice thereof to the Depository.

With respect to tendered Notes that are to be returned to Holders, such Notes will be returned without expense to the Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination of the Tender Offer and the Consent Solicitation, unless other instructions were given by the Holder in the Letter of Transmittal or to the book-entry transfer facility.

We will pay for Notes and/or Consents accepted for purchase in the Tender Offer and the Consent Solicitation by depositing such payment in cash with the Depository, which will act as agent for you for the purpose of receiving the Tender Offer Consideration (if applicable), Early Tender Payment (if applicable) and Consent Payment (if applicable) and transmitting the Tender Offer Consideration (if applicable), Early Tender Payment (if applicable) and Consent Payment (if applicable) to you on the Payment Date. Tendering Holders should indicate in the applicable box in the Letter of Transmittal or to the book-entry transfer facility in the case of Holders who electronically transmit their acceptance through ATOP the name and address to which payment of the cash consideration and/or certificates evidencing Notes not accepted for purchase, each as appropriate, are to be issued or sent, if different from the name and address of the person signing the Letter of Transmittal or transmitting such acceptance through ATOP, as the case may be.

We expressly reserve the right, subject to applicable law, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer and the Consent Solicitation or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered promptly after the expiration of the Tender Offer or the Consent Solicitation or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer or the Consent Solicitation), or (2) terminate the Tender Offer and the Consent Solicitation at any time if any of the conditions thereto are not satisfied.

For purposes of the Consent Solicitation, Consents received by the Depository will be deemed to have been accepted if, as and when the Company gives written notice to the Trustee of the receipt by the Depository of the Requisite Consents. If a Consent has been validly revoked by a Holder, the Consent will be deemed invalid and not accepted by the Depository.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes and/or validly delivered Consents pursuant to the Tender Offer and the Consent Solicitation is delayed, or we are unable to accept for purchase or to pay for validly tendered Notes and/or validly delivered Consents pursuant to the Tender Offer and the Consent Solicitation, then the Depository may, nevertheless, on behalf of us, retain tendered Notes and/or delivered Consents, without prejudice to our rights described under “— Procedures for Tendering Notes and Delivering Consents — Expiration Time; Early Tender/Consent Only Deadline; Extensions; Amendments” and “— Conditions of the Tender Offer and the Consent Solicitation” above and “— Withdrawal of Tenders and Revocation of Consents” below.

It is a condition precedent to the Company's obligation to make any payment pursuant to the Tender Offer and the Consent Solicitation that it receive the Requisite Consents.

You will not be obliged to pay brokerage commissions or fees to the Dealer Manager and Solicitation Agent, the Information Agent and Depository, or us with respect to the Tender Offer or the Consent Solicitation.

We will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to the Tender Offer and the Consent Solicitation, except if the payment of the Total Consideration, the Tender Offer Consideration or the Consent Payment, as applicable, is being made to, or if certificates representing Notes for principal amounts not tendered or not accepted for payment are registered or issued in the name of, any person other than the registered Holder tendered thereby or if tendered certificates are registered in the name of any person other than the person(s) signing the Letter of Transmittal or electronically transmitting acceptance through ATOP; then, in such event, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person(s)) payable on account of the transfer to such person will be deducted from the Total Consideration, the Tender Offer Consideration or the Consent Payment, as the case may be, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

### **Withdrawal of Tenders and Revocation of Consents**

Withdrawal rights with respect to the Notes and revocation rights with respect to Consents, will terminate on the Withdrawal Deadline. The Withdrawal Deadline occurs at 5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated, in which case the Withdrawal Deadline will be such date to which such Withdrawal Deadline is extended or earlier terminated. Notwithstanding the foregoing, if we amend the terms of the Tender Offer or the Consent Solicitation in a manner determined by us to be material, we will promptly disclose such amendment in a manner reasonably calculated to inform Holders of such amendment and, to the extent necessary, extend the Withdrawal Deadline, the Early Tender/Consent Only Deadline or the Expiration Time for a period of time deemed by us to be required by law and to be adequate to permit such Holders to validly withdraw their Notes and revoke their Consents.

Any permitted withdrawal of Notes or revocation of Consents may not be rescinded. Other than as described above, following the applicable Withdrawal Deadline, Notes may no longer be validly withdrawn and Consents may no longer be validly revoked. Notes tendered and Consents delivered after the Withdrawal Deadline cannot be withdrawn or revoked, as applicable. Any Notes properly withdrawn will thereafter be deemed not validly tendered and any Consents revoked will be deemed not validly delivered for purposes of the Tender Offer and the Consent Solicitation, provided, however, that withdrawn Notes or Notes for which Consents have been revoked may be retendered and/or Consents with respect thereto may be redelivered by following one of the appropriate procedures described in this Statement at any time at or prior to the Early Tender/Consent Only Deadline or the Expiration Time, as applicable; provided, however, that no Early Tender Payment will be paid to Holders that tender Notes and/or deliver Consents after the Early Tender/Consent Only Deadline. See “— Procedures for Tendering Notes and Delivering Consents” above.

A valid withdrawal of tendered Notes at or prior to the Withdrawal Deadline shall be deemed a revocation of the related Consents. A Holder wishing to withdraw its tender of Notes but maintain the related Consents must withdraw the tendered Notes (and thereby revoke the related Consents) in accordance with the procedures described below and thereafter redeliver the Consents in accordance with the applicable procedures described under “— Procedures for Tendering Notes and Delivering Consents.” In addition, tendered Notes may be validly withdrawn and Consents will be deemed validly revoked if the Tender Offer is terminated without any Notes being purchased thereunder.

In the event of a termination or withdrawal of the Tender Offer and the Consent Solicitation, Notes will be promptly returned to you or credited to your account through DTC and your DTC participant and Consents delivered pursuant to the Consent Solicitation will be of no force or effect.

For a withdrawal of a tender of Notes and/or a revocation of Consents to be effective, a written or facsimile transmission notice of withdrawal of Notes must be received by the Depository at or prior to the Withdrawal Deadline, by mail, fax or hand delivery if Notes were tendered pursuant to a Letter of Transmittal or by a properly transmitted “**Request Message**” through ATOP if Notes were tendered through ATOP. Any such notice of withdrawal must (a) specify the name of the person who tendered Notes to be withdrawn, the name in which those Notes are registered (or, if tendered by a book-entry transfer, the name of the participant in DTC whose name appears on the security position listing as the owner of such Notes), if different from that of the person who deposited Notes, (b) include the principal amount of Notes to be withdrawn or with respect to which Consents are being revoked, (c) unless transmitted through ATOP, be signed by the Holder thereof in the same manner as the original signature on the Letter of Transmittal, including any required signature

guarantee(s) and (d) if the Letter of Transmittal was executed by a person other than the registered Holder, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such Holder.

Withdrawal of Notes and/or revocation of Consents can only be accomplished in accordance with the foregoing procedures.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender of a Note or revocation of a delivery of a Consent will be determined by us, which determination shall be final and binding. None of us, the Dealer Manager and Solicitation Agent, the Information Agent and Depositary or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tendered Note or revocation of a delivered Consent or incur any liability for failure to give any such notification.

## TAXATION

### General

A sale of Notes and/or delivery of Consents pursuant to the Tender Offer and Consent Solicitation may be a taxable transaction under the laws applicable to a holder of Notes. Holders of Notes should consult their own tax advisors to determine the particular tax consequences for them in respect of the sale of Notes and/or delivery of Consents.

### Peruvian Tax Considerations

The following summary of certain Peruvian tax matters, as in force on the date of this Statement, describes the principal tax consequences that may be relevant to the non-Peruvian Holders tendering their Notes pursuant to the Tender Offer.

This summary does not intend to be a comprehensive description of all of the tax considerations that may be relevant to a decision to tender the Notes pursuant to the Tender Offer. In addition, it does not intend to describe any tax consequences: (i) arising under the laws of any taxing jurisdiction other than Peru, or (ii) applicable to a person or entity domiciled in Peru or to the permanent establishment of foreign entities in Peru, notwithstanding that some of these tax consequences may apply generally to both Peruvian and non-Peruvian Holders.

For purposes of this section, “non-Peruvian holder” means (i) any individual who is not domiciled in Peru; and (ii) any legal entity incorporated outside of Peru, provided that it does not conduct any trade or business through a permanent establishment in Peru or hold the notes through a Peruvian branch. A non-Peruvian individual will be deemed domiciled in Peru for tax purposes if such individual has resided or has remained in Peru for more than 183 calendar days during any twelve-month period.

Peru has entered into treaties with various countries to avoid double taxation, and is in the process of entering into similar treaties with Spain. The following are the countries with which Peru has executed treaties to avoid double taxation, all of which are currently in effect: Andean Community (Bolivia, Colombia and Ecuador), Brazil, Canada, Chile, Mexico, Korea, Portugal and Switzerland.

### Income Tax

Any amount received by a non-Peruvian Holder (other than accrued and unpaid interest) as a result of tendering its beneficial interests in the Notes pursuant to the Tender Offer will not be subject to the withholding of income tax.

Payment for accrued and unpaid interest on the Notes would be subject to income tax withholding at a preferential rate of 4.99%, but a 30% rate will apply to any interest paid to a non-Peruvian Holder deemed to be related to the Company.

In all cases, we are required to act as withholding agent for any income tax due with respect to the Notes. With respect to the Notes, we agreed, subject to specific exceptions and limitations, to pay Additional Amounts (as defined in the Indenture) to the Holders in respect of certain Peruvian income taxes mentioned above.

### Value Added Tax

Interest paid on the Notes is not subject to Peruvian value added tax (*Impuesto General a las Ventas*, or “VAT”) according to Law No. 30050, in force since July 1, 2013. Moreover, the sale of the Notes is not subject to VAT either.

### Financial Transaction Tax

Deposits in and withdrawals from accounts held in Peruvian banks or other Peruvian financial institutions, whether in Soles or foreign currency, are levied with a financial transactions tax (*Impuesto a las Transacciones Financieras*, or “FTT”) at a rate of 0.005%. Therefore, FTT will be levied on (i) any accrued and unpaid interest received on the Notes, and (ii) any amount received upon the purchase of the Notes, if deposited in or withdrawn from a Peruvian bank account or other Peruvian financial institution account, as the case may be.



## United States Federal Income Taxation

The following discussion summarizes certain U.S. federal income tax considerations with respect to the Tender Offer and Consent Solicitation. This discussion is for general information only and does not consider all aspects of U.S. federal income taxation that may be relevant to a particular beneficial owner in light of the beneficial owner's individual circumstances or to certain types of beneficial owners subject to special tax rules, including, without limitation, financial institutions, broker-dealers, insurance companies, tax-exempt entities, dealers in securities, regulated investment companies, real estate investment trusts, U.S. expatriates or former long-term U.S. residents, traders in securities who elect to apply a mark-to-market method of accounting, persons that hold Notes as part of a "straddle," a "conversion transaction," or other "integrated transaction," U.S. Holders (as defined below) whose "functional currency" is not the U.S. dollar, persons subject to the alternative minimum tax, and S corporations, partnerships and other pass-through entities (or investors in such entities). In addition, this discussion does not address state, local or non-U.S. tax considerations, any U.S. federal tax considerations other than U.S. federal income taxation (such as estate or gift taxes) or the Medicare tax on certain investment income. This summary applies only to holders that hold Notes as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") (generally, property held for investment).

This discussion is based on the Code and applicable U.S. Treasury Regulations ("**Regulations**"), rulings, administrative pronouncements and judicial decisions in effect as of the date hereof, all of which are subject to change, perhaps retroactively, so as to result in U.S. federal income tax considerations that are different from those discussed below. We have not obtained, and do not intend to obtain, a ruling from the Internal Revenue Service ("**IRS**") with respect to the U.S. federal income tax considerations described herein and, as a result, there can be no assurance that the IRS will not challenge one or more of the tax consequences described herein or that a court would not agree with the IRS.

As used herein, "**U.S. Holder**" means a beneficial owner of Notes that is, for U.S. federal income tax purposes:

- An individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia, or that is otherwise treated as a U.S. tax resident under the Code;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) it is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) it has a valid election in effect under applicable Regulations to be treated as a United States person.

As used herein, "**Non-U.S. Holder**" means a beneficial owner of Notes that is an individual, corporation, trust or estate for U.S. federal income tax purposes and is not a U.S. Holder.

If an entity treated as a partnership for U.S. federal income tax purposes holds Notes, the U.S. federal income tax treatment of a partner will generally depend upon the status of the partner and on the activities of the partnership. Partners of partnerships holding Notes are urged to consult their tax advisors regarding the tax consequences to them of the Tender Offer and Consent Solicitation.

**The following discussion is for general information only and is not tax advice. Accordingly, holders should consult their tax advisor as to the particular tax consequences to such holder of the Tender Offer and Consent Solicitation, including the applicability and effect of any federal, state, local, or non-U.S. tax laws and any recent or prospective changes in applicable tax laws.**

### *Tendering U.S. Holders*

#### *Tender Offer*

Sales of Notes pursuant to the Tender Offer by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. Subject to the discussions regarding the market discount rules and the Early Tender Payment set forth below, a U.S. Holder selling Notes pursuant to the Tender Offer will recognize capital gain or loss in an amount equal to the difference between the amount of cash received (other than amounts received attributable to accrued interest, which will be taxable as ordinary income to the extent not previously included in income) and the U.S. Holder's adjusted tax basis in the Notes tendered. A U.S. Holder's adjusted tax basis in a Note generally will equal the amount paid for the Note, increased by

the amount of any market discount previously taken into account by the U.S. Holder and reduced by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Note. Subject to the market discount rules discussed below, any such gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period for the Note on the date of sale is more than one year. Long-term capital gains recognized by a non-corporate U.S. Holder generally are subject to U.S. federal income taxation at preferential rates. The deductibility of capital loss is subject to limitations. Such gain or loss generally will be treated as U.S. source gain or loss, as applicable, for U.S. foreign tax credit purposes. U.S. Holders considering tendering their Notes should consult their own tax advisors regarding the source of any gain or loss and the foreign tax credit rules.

Amounts received attributable to accrued but unpaid interest on the Notes (including additional amounts with respect thereto, if any) will be includible in the gross income of a U.S. Holder as ordinary interest income in accordance with such U.S. Holder's method of accounting for U.S. federal income tax purposes. The accrued interest (including any additional amounts) will constitute foreign source income for U.S. federal income tax purposes, which may be relevant to a U.S. Holder in calculating such U.S. Holder's foreign tax credit limitation. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, accrued interest paid on the Notes generally will constitute "passive category income." U.S. Holders should consult with their own tax advisor with regard to the availability of a credit or deduction in respect of Peruvian taxes and, in particular, the application of the foreign tax credit rules to their particular situations.

#### *Early Tender Payment*

While the U.S. federal income tax treatment of the Early Tender Payment is not entirely clear, the Company, to the extent it is required to take a position for U.S. federal income tax purposes, intends to treat the Early Tender Payment as part of the cash consideration received in exchange for the Notes, and this disclosure assumes such treatment. Under such treatment, the Early Tender Payment would be treated as a portion of a tendering U.S. Holder's sales proceeds, the taxation of which is discussed in "Tendering U.S. Holders—Tender Offer." The IRS may take the position, however, that the Early Tender Payment is instead treated as interest or a separate fee that would be subject to tax as ordinary income rather than additional consideration for the Notes. U.S. Holders should consult their tax advisors as to the proper treatment of the Early Tender Payment.

#### *Market Discount*

Subject to a statutory *de minimis* exception, if Notes were purchased at an amount less than their stated redemption price at maturity, such Notes will be treated as having been purchased with a "market discount" equal to the difference. In that case, any gain realized by a U.S. Holder on the sale of such Notes will be taxable as ordinary income to the extent of the portion of the market discount that has accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues. U.S. Holders are urged to consult their own tax advisers with regard to the applicability of the market discount rules to their particular situation.

#### *Receipt of the Consent Payment*

The U.S. federal income tax treatment of the Consent Payment is unclear. The Company, to the extent it is required to take a position for U.S. federal income tax purposes, intends to treat the Consent Payment as a separate amount payable for consenting to the Waiver, which may be treated as fees or as additional interest on the Notes. If so treated, a U.S. Holder should recognize ordinary income equal to the amount of cash received. Other treatments of the Consent Payment are possible. It is possible, for example, that the IRS may take the position that the Consent Payment is not a separate amount payable for consenting to the Waiver but rather that it is part of the cash consideration received by a U.S. Holder in exchange for the U.S. Holder's Note. In that case, the Consent Payment would be treated as sales proceeds, as discussed above in "Tendering U.S. Holders—Tender Offer." U.S. Holders should consult their tax advisors regarding the U.S. federal income tax treatment of the Consent Payment.

#### ***Non-Tendering U.S. Holders who Receive the Consent Payment***

The U.S. federal income tax consequences to Holders that do not tender their Notes pursuant to the Tender Offer and Consent Solicitation (or Holders that tender Notes that are not accepted for purchase) will depend upon whether the Waiver and/or the receipt of the Consent Payment results in a "significant modification" of the Notes, and thus a deemed exchange of the Notes for new Notes with respect to which gain or loss may be recognized for U.S. federal income tax purposes. Under the Regulations, the modification of a debt instrument is a significant modification if, based on all of the facts and

circumstances and taking into account all modifications of the debt instrument collectively (other than modifications that are subject to special rules), the legal rights or obligations that are altered and the degree to which they are altered are “economically significant.”

Under the Regulations, certain types of modifications are not “significant” modifications. The Regulations provide that a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a significant modification. However, the Regulations do not define “customary accounting or financial covenants.” The Regulations further provide that a change in yield of a debt instrument is a significant modification if the yield on the modified obligation, computed in the manner described in the Regulations, varies from the annual yield on the unmodified instrument (determined on the date of the modification) by more than the greater of (i) 1/4 of 1% and (ii) 5% of the annual yield of the unmodified instrument. For purposes of determining the yield of the modified debt instrument, payments (such as the Consent Payment) paid to the Holders as consideration for the Waiver are taken into account.

Although the issue is not free from doubt, the Waiver and payment of the Consent Payment should not constitute a “significant modification” of the terms of any Notes and therefore should not result in a deemed exchange of such Notes for U.S. federal income tax purposes. Assuming such treatment, U.S. Holders will not recognize any gain or loss in respect of the Notes as a result of the Waiver and the payment of the Consent Payment, except to the extent described above under “Tendering U.S. Holders—Receipt of the Consent Payment,” and should have the same adjusted tax basis and holding period in the Notes after the Waiver as such U.S. Holder had immediately prior to the Waiver.

No assurance can be given that the positions described above will be accepted by the IRS or a court. Alternative characterizations are possible and could affect the character or timing of income, gain or loss recognized with respect to the Notes. U.S. Holders are urged to consult their tax advisors regarding possible alternative characterizations and the tax consequences to them, in their particular situations, of such characterizations.

### ***Non-U.S. Holders***

Subject to the discussions below under “—Information Reporting and Backup Withholding”, a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax on amounts received pursuant to the Tender Offer and Consent Solicitation (including amounts allocable to accrued interest) unless such Non-U.S. Holder held the Note in connection with a U.S. trade or business carried on by such Non-U.S. Holder (and, if a treaty applies, such items are attributable to the conduct of a trade or business through a permanent establishment or fixed base in the United States), or in the case of the sale of a Note pursuant to the Tender Offer by a Non-U.S. Holder who is an individual, such individual was present in the United States for 183 days or more during the tax year in which such gain is realized and certain other requirements are satisfied.

### ***Information Reporting and Backup Withholding***

Information reporting requirements may apply to the consideration received pursuant to the Tender Offer and payment of the Consent Payment to U.S. Holders and Non-U.S. Holders if payments are payable by a U.S. paying agent or other U.S. intermediary. Payments to a U.S. Holder made through certain U.S. intermediaries may also be subject to backup withholding unless such U.S. Holder (i) is an exempt recipient and, when required, establishes this exemption, or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. In general, backup withholding will not apply to payments to a Non-U.S. Holder, provided that if such payment is made through certain U.S. intermediaries, such Non-U.S. Holder provides an applicable IRS Form certifying as to its non-U.S. status or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under these rules will be allowed as a credit against such U.S. Holder or Non-U.S. Holder’s U.S. federal income tax liability and, if withholding results in an overpayment of tax, may entitle such U.S. Holder or Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

### ***Non-Consenting Holders***

As discussed above, although the issue is not free from doubt, we believe that the Waiver and the receipt of the Consent Payment likely would not cause a significant modification. A non-consenting Holder of a Note would not recognize any gain or loss with respect to such Note as a result of the Waiver and such Holder would continue to have the same

adjusted tax basis and holding period with respect to such Note as such beneficial owner had immediately prior to the Waiver.

**The foregoing summary included herein is necessarily for general information only. U.S. Holders and Non-U.S. Holders are urged to consult their tax advisors as to the specific consequences to them of the Tender Offer and Consent Solicitation, including the applicability of state, local and non-U.S. income and other tax laws.**

## DEALER MANAGER AND SOLICITATION AGENT; INFORMATION AGENT AND DEPOSITARY

We have retained Santander Investment Securities Inc. as the Dealer Manager and Solicitation Agent in connection with the Tender Offer and the Consent Solicitation. The Dealer Manager and Solicitation Agent (including its affiliates) may contact you regarding the Tender Offer and the Consent Solicitation and may request brokers, dealers and other nominees to forward this Statement, the Letter of Transmittal attached hereto as Annex I and related materials to beneficial owners of Notes.

We have agreed to pay the Dealer Manager and Solicitation Agent a fee for its services as Dealer Manager and Solicitation Agent in connection with the Tender Offer and the Consent Solicitation. In addition, we will reimburse the Dealer Manager and Solicitation Agent for its reasonable out-of-pocket expenses. We have also agreed to indemnify the Dealer Manager and Solicitation Agent and its affiliates against certain liabilities in connection with its services, including liabilities under the federal securities laws. At any given time, the Dealer Manager and Solicitation Agent may trade Notes or our other securities for its own account or for the accounts of its customers and, accordingly, may hold a long or short position in Notes or such other securities. The Dealer Manager and Solicitation Agent is not obligated to make a market in the Notes in connection with its services as Dealer Manager and Solicitation Agent.

An affiliate of the Dealer Manager and Solicitation Agent is expected to be a lead arranger and lender in connection with the new senior secured term loan facility described herein. In addition, the Dealer Manager and Solicitation Agent and its affiliates have provided in the past, and/or are currently providing or may provide in the future, other investment banking, commercial banking and financial advisory services to us and our affiliates, and receive customary fees for such services.

D.F. King & Co., Inc. has been appointed Information Agent and Depositary for the Tender Offer and the Consent Solicitation. Requests for additional copies of documentation may be directed to the Information Agent and Depositary at the address set forth on the back cover of this Statement. We have agreed to pay the Information Agent and Depositary reasonable and customary fees for its services and to reimburse the Information Agent and Depositary for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Information Agent and Depositary for certain liabilities, including liabilities under the federal securities laws.

In connection with the Tender Offer and the Consent Solicitation, our directors, officers and regular employees (who will not be specifically compensated for such services) may solicit tenders by use of the mails, personally or by telephone. We will also pay a soliciting dealer fee of \$2.50 for each \$1,000 principal amount of the Notes that are validly tendered and accepted for purchase pursuant to the Tender Offer to retail brokers that are appropriately designated by their tendering Holder clients to receive this fee; *provided* that such fee will only be paid with respect to tenders by Holders whose aggregate principal amount of Notes is \$250,000 or less.

## MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Tender Offer and the Consent Solicitation is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Tender Offer and the Consent Solicitation would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer and the Consent Solicitation. If, after such good faith effort, we cannot comply with any such applicable laws, the Tender Offer and the Consent Solicitation will not be made to the Holders residing in each such jurisdiction.

**ANNEX I**  
**LETTER OF TRANSMITTAL AND CONSENT**

**LETTER OF TRANSMITTAL AND CONSENT**  
**To Tender and Consent in Respect of**  
**7.375% Senior Notes due 2020**  
**(CUSIP Nos.: 715795 AA8; P7744A AA4; ISIN Nos.: US715795AA83; USP7744AAA45)**  
**of**  
**PESQUERA EXALMAR S.A.A.**  
**Pursuant to the Offer to Purchase and Consent Solicitation Statement,**  
**dated July 11, 2016**

The Tender Offer and the Consent Solicitation will expire at 11:59 p.m., New York City time, on August 5, 2016, unless extended or earlier terminated (such date and time as the same may be extended or earlier terminated by us, the “**Expiration Time**”). We are offering you two ways to participate: (i) you may participate in both the Tender Offer and the Consent Solicitation (the “**Tender and Consent Option**”) or (ii) you may participate solely in the Consent Solicitation (the “**Consent Only Option**”).

You may participate in the Tender and Consent Option by validly tendering your Notes at or prior to the Expiration Time (and not validly withdrawing such Notes at or prior to the Withdrawal Deadline (as defined herein)), in which case you will be deemed to have also validly delivered your Consents related to such Notes. If you validly tender your Notes at or prior to 5:00 p.m., New York City time, on July 22, 2016, unless extended or earlier terminated (such date and time as the same may be extended or earlier terminated, the “**Early Tender/Consent Only Deadline**”) (and do not validly withdraw such Notes at or prior to the Withdrawal Deadline) you will be eligible to receive the Total Consideration, which is the sum of (i) the Tender Offer Consideration, (ii) the Early Tender Payment and (iii) the Consent Payment. You may also participate in the Tender and Consent Option by validly tendering your Notes after the Early Tender/Consent Only Deadline but at or prior to the Expiration Time, but you will be eligible to receive only the Tender Offer Consideration and will not be eligible to receive the Early Tender Payment or the Consent Payment. If the purchase of all validly tendered Notes would cause us to purchase a principal amount greater than the Tender Cap, the Tender Offer will be oversubscribed and, if we accept any Notes for purchase in the Tender Offer in such circumstance, we will do so on a prorated basis as described in the Statement (as defined below). Even if your Notes are prorated, you will be deemed to have delivered Consents with respect to all Notes tendered at or prior to the Expiration Time and will receive the Consent Payment in respect of all such Notes tendered at or prior to the Early Tender/Consent Only Deadline, including those returned to you.

You may participate in the Consent Only Option by validly delivering your Consents (and depositing the corresponding Notes in an account established by the Depository) at or prior to the Early Tender/Consent Only Deadline. If you validly deliver your Consents pursuant to the Consent Only Option and do not validly revoke your Consents at or prior to the Withdrawal Deadline, you will be eligible to receive the Consent Payment with respect to those Consents.

Notes tendered and Consents delivered in the Tender and Consent Option may be withdrawn and revoked, and Consents delivered in the Consent Only Option may be revoked at any time at or prior to 5:00 p.m., New York City time, on July 22, 2016 (such date and time, as the same may be extended or earlier terminated, the “**Withdrawal Deadline**”), but not thereafter, unless required by applicable law.

Our obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and to accept and to pay for Consents validly delivered (and not validly revoked) pursuant to the Consent Solicitation is conditioned on the satisfaction or waiver of certain conditions, including receipt of the Requisite Consents and satisfaction of the Financing Condition.

*The Information Agent and Depository for the Tender Offer and the Consent Solicitation is:*

**D.F. King & Co., Inc.**  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar  
Email: pesquera@dfking.com

Banks and Brokers call: (212) 269-5550  
Toll free (866) 387-7321

By facsimile:  
(For Eligible Institutions only)  
(212) 709-3328  
Confirmation:  
(212) 232-3235  
Attn: Peter Aymar

*By Mail:*  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar

*By Overnight Courier:*  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar

*By Hand:*  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar



**Delivery of this Letter of Transmittal and Consent (as it may be amended or supplemented from time to time, this “Letter of Transmittal”) to an address other than as set forth above, or transmission of instructions via a fax number other than as listed above, will not constitute a valid delivery.**

Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Offer to Purchase and Consent Solicitation Statement dated July 11, 2016 (as the same may be amended or supplemented from time to time, the “**Statement**”).

Title of Security	CUSIP and ISIN Numbers	Principal Amount Outstanding	Tender Cap <sup>(1)</sup>	Consent Payment <sup>(2)</sup>	Tender Offer Consideration <sup>(3)</sup>	Early Tender Payment <sup>(3)</sup>	Total Consideration <sup>(3)(4)</sup>
7.375% Senior Notes due 2020	715795 AA8 / US715795AA83  P7744A AA4/ USP7744AAA45	\$200,000,000	\$101,000,000	\$5.00	\$765.00	\$40.00	\$810.00

- (1) The Tender Cap represents a majority of the aggregate principal amount of outstanding Notes.
- (2) Per \$1,000 principal amount of Notes with respect to which Consents are accepted for payment.
- (3) Per \$1,000 principal amount of Notes that are accepted for purchase.
- (4) The Total Consideration includes the Tender Offer Consideration, the Early Tender Payment and the Consent Payment.

This Letter of Transmittal is to be completed by a Holder desiring to tender Notes and/or deliver Consents, unless such Holder is executing the tender of Notes and/or delivery of Consents through DTC’s Automated Tender Offer Program (“ATOP”). **If Notes are tendered and/or Consents delivered via ATOP, there is no need to deliver this Letter of Transmittal.**

**For a description of certain procedures to be followed in order to tender Notes and thereby deliver Consents (through ATOP or otherwise), see “Terms of the Tender Offer and the Consent Solicitation — Procedures for Tendering Notes and Delivering Consents” in the Statement and the instructions in this Letter of Transmittal.**

<b>TENDER OF NOTES AND/OR DELIVERY OF CONSENTS</b>	
<input type="checkbox"/> <b>CHECK HERE IF PARTICIPATING IN THE TENDER AND CONSENT OPTION.</b>	<input type="checkbox"/> <b>CHECK HERE IF PARTICIPATING IN THE CONSENT ONLY OPTION.</b>
<input type="checkbox"/> CHECK HERE IF CERTIFICATES REPRESENTING TENDERED OR DEPOSITED NOTES ARE ENCLOSED HEREWITH. <input type="checkbox"/> CHECK HERE IF TENDERED OR DEPOSITED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING:  Name of Tendering Institution: _____ Account Number: _____ Transaction Code Number: _____	

List below Notes to which this Letter of Transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Notes and deliveries of Consents in respect of the Notes will be accepted only in principal amounts equal to \$200,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders or Consents will be accepted.

<input type="checkbox"/> <b>DESCRIPTION OF NOTES TENDERED AND WITH RESPECT TO WHICH CONSENTS ARE GIVEN (TENDER AND CONSENT OPTION)</b>				
<input type="checkbox"/> <b>DESCRIPTION OF NOTES WITH RESPECT TO WHICH CONSENTS ARE GIVEN (CONSENT ONLY OPTION)</b>				
Name(s) and Address(es) of Registered Holder(s) or Name of DTC Participant and Participant's DTC Account Number in which Notes are Held (Please fill in blank)	Certificate Number(s)*	Aggregate Principal Amount Represented	Principal Amount Tendered**	Principal Amount as to which Consents are Given**
* Need not be completed by Holders tendering by book-entry transfer. ** Holders wishing to deliver Consents pursuant to the Consent Only Option should not fill in any amount under the column heading "Principal Amount Tendered." Unless otherwise specified, it will be assumed that the entire aggregate principal amount represented by Notes described above is being tendered, if applicable, and the Consents with respect to such Notes are being delivered.				

If not already printed above, the name(s) and address(es) of the registered Holder(s) should be printed exactly as they appear on the certificate(s) representing Notes tendered or with respect to which Consents are delivered hereby or, if tendered or delivered by a participant in DTC, exactly as such participants name appears on a security position listing as the owner of Notes.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Company's Statement, receipt of which is hereby acknowledged, and in accordance with this Letter of Transmittal, the undersigned hereby (1)(a) tenders to the Company the principal amount of Notes indicated in the table above with the box entitled "Description of Notes Tendered and with Respect to which Consents are Given (Tender and Consent Option)" checked under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by Notes described in such table) and (b) delivers to the Company Consents with respect to the principal amount of Notes indicated in the table above with the box entitled "Description of Notes Tendered and with Respect to which Consents are Given (Tender and Consent Option)" checked under the column heading "Principal Amount as to which Consents are Given" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by Notes described in such table) and consents to the Waiver (hereby revoking any previously submitted disapproval or abstention); or (2)(a) delivers to the Company Consents with respect to the principal amount of Notes indicated in the table above with the box entitled "Description of Notes with Respect to which Consents are Given (Consent Only Option)" checked under the column heading "Principal Amount as to which Consents are Given" and (b) deposits the corresponding Notes in an account established by the Depository until the Payment Date or such earlier time as the Company terminates the Consent Solicitation. The undersigned acknowledges and agrees that the tender of Notes made hereby may not be withdrawn and Consents will not be deemed validly revoked, in each case, except in accordance with the procedures set forth in the Statement.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Notes tendered herewith in accordance with the terms and subject to the conditions of the Tender Offer, the undersigned hereby (a) sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all of Notes tendered hereby and delivers Consents with respect thereto and (b) waives any and all other rights with respect to such Notes and releases and discharges the Company from any and all claims, if any, such Holder may have now, or may have in the future, arising out of, or relating to, the Notes or the Indenture. The undersigned hereby irrevocably constitutes and appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Depository also acts as the agent of the Company) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of such Notes on the account books maintained by DTC to, or upon the order of, the Company, (ii) present such Notes for transfer of ownership on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the Tender Offer and the Consent Solicitation as described in the Statement. Execution and delivery of this Letter of Transmittal pursuant to the Tender and Consent Option will constitute delivery of a Consent in respect of Notes tendered hereby. This Letter of Transmittal may also be used to deliver Consents pursuant to the Consent Only Option.

The undersigned acknowledges and agrees that, by the execution and delivery hereof, the undersigned makes and provides the written consent, with respect to the Consents delivered hereby, to the Waiver.

Holders of Notes who validly tender their Notes in the Tender Offer pursuant to the Tender and Consent Option are also deemed to have validly delivered corresponding Consents with respect to such Notes. Holders may deliver their Consents pursuant to the Consent Only Option without tendering the corresponding Notes. Notes may not be withdrawn, nor may Consents be revoked, after the Withdrawal Date.

The undersigned acknowledges and agrees that a tender of Notes and/or delivery of Consents pursuant to any of the procedures described in the Statement and in the instructions herein and an acceptance of such Notes and/or Consents by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation in effect on the date Notes and/or Consents are accepted for payment.

The undersigned hereby represents and warrants that the undersigned (a) has full power and authority to tender, sell, assign and transfer Notes tendered hereby and/or to deliver the Consent contained herein, and that when such tendered Notes are accepted for payment and paid for by the Company pursuant to the Tender Offer, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and (b) either has full power and authority to consent to the Waiver or is delivering a validly executed Consent (which is included in this Letter of Transmittal) from a person or entity having such power and authority. The undersigned will, upon request,

execute and deliver any additional documents deemed by the Depository, the Company or the Trustee to be necessary or desirable to complete the sale, assignment and transfer of Notes tendered hereby, the perfection of the undersigned's Consent to the Waiver.

No authority conferred or agreed to be conferred by this Letter of Transmittal shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

The undersigned further represents, warrants, and undertakes to the Company, the Depository and the Dealer Manager and Solicitation Agent that:

(i) the undersigned has received and reviewed the Statement and this Letter of Transmittal, understands and agrees to be bound by all the terms of the Tender Offer and the Consent Solicitation and has full power and authority to tender Notes and/or deliver Consents in respect of such Notes;

(ii) the Notes are, at the time of acceptance, and will continue to be, until the payment on the Payment Date or the termination or withdrawal of the Tender Offer, or, in the case of Notes in respect of which the tender has been revoked, the date on which such tender is validly revoked, held by it;

(iii) the undersigned acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the undersigned shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned;

(iv) if Notes and/or Consents are accepted by the Company for payment, the undersigned acknowledges that the value date for delivery and receipt will be the Payment Date. The undersigned acknowledges that, (a) to the extent the undersigned tenders its Notes and delivers its Consents in the Tender and Consent Option after the Early Tender/Consent Only Deadline or withdraws its Notes and the related Consents at or prior to the Withdrawal Deadline, the undersigned will not receive the payment of the Early Tender Payment or the Consent Payment that would otherwise be payable with respect to Notes and/or Consents delivered to the Depository at or prior to the Early Tender/Consent Only Deadline and (b) to the extent the undersigned revokes its Consents at or prior to the Withdrawal Deadline, the undersigned will not receive the payment of the Consent Payment that would otherwise be payable with respect to Consents delivered to the Depository at or prior to the Early Tender/Consent Only Deadline;

(v) the Notes that are the subject of the electronic acceptance instruction will, on the Payment Date, be transferred by the undersigned with full title guarantee free from all liens, charges and encumbrances and together with all rights attached thereto;

(vi) the undersigned is not an Affiliate of the Company;

(vii) the undersigned is not a person to whom it is unlawful to make an offer pursuant to the Tender Offer or the Consent Solicitation under applicable securities laws;

(viii) the undersigned is not a resident and/or located in the United Kingdom or, if the undersigned is a resident and/or located in the United Kingdom, the undersigned is a person falling within the definition of investment professional (as defined in Article 19(5) of the Order) or within Article 43(2) of the Order, or to whom this Statement may lawfully be communicated in accordance with the Order; and

(ix) the undersigned is not a resident of and/or located in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive or, if the undersigned is a resident of and/or located in a Relevant Member State, the undersigned is a qualified investor as defined under the Prospectus Directive.

Unless otherwise indicated herein under "A. Special Issuance/Delivery Instructions," the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase or with respect to which Consents are delivered but not accepted for payment be issued in the name(s) of, and be delivered to, the undersigned (and, in the case of Notes tendered or Consents delivered by book-entry transfer, by credit to the account of the relevant DTC participant). Unless otherwise indicated herein under "B. Special Issuance/Delivery Instructions," the undersigned hereby

request(s) that any checks for payment to be made in respect of Notes tendered or Consents delivered hereby be issued to the order of, and delivered to, the undersigned.

In the event that the “A. Special Issuance/Delivery Instructions” box is completed, the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase or with respect to which Consents are delivered but not accepted for payment be issued in the name(s) of, and be delivered to, the person(s) at the address(es) therein indicated. The undersigned recognizes that the Company has no obligation pursuant to the “A. Special Issuance/Delivery Instructions” box to transfer any Notes from the names of the registered holder(s) thereof if the Notes are not tendered or if the Company does not accept for purchase or for payment any of the principal amount of such Notes so tendered or Consents so delivered, as applicable. In the event that the “B. Special Issuance/Delivery Instructions” box is completed, the undersigned hereby request(s) that checks for payment to be made in respect of Notes tendered or Consents delivered hereby be issued to the order of, and be delivered to, the person(s) at the address(es) therein indicated.

**A. SPECIAL ISSUANCE/DELIVERY  
INSTRUCTIONS**

**(See instructions 1 and 2)**

To be completed ONLY if Notes in a principal amount not tendered or not accepted for purchase or with respect to which Consents are delivered are to be issued in the name of someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes Tendered and with Respect to which Consents are Given (Tender and Consent Option)" or "Description of Notes with Respect to which Consents are Given (Consent Only Option)" within this Letter of Transmittal.

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_  
\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)  
(See Form W-9 or appropriate Form W-8)

**B. SPECIAL ISSUANCE/DELIVERY  
INSTRUCTIONS**

**(See instructions 1 and 2)**

To be completed ONLY if checks are to be issued payable to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes Tendered and with Respect to which Consents are Given (Tender and Consent Option)" or "Description of Notes with Respect to which Consents are Given (Consent Only Option)" within this Letter of Transmittal.

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)  
(See Form W-9 or appropriate Form W-8)

THE COMPLETION, EXECUTION AND TIMELY DELIVERY OF THIS LETTER OF TRANSMITTAL WILL BE DEEMED TO CONSTITUTE A CONSENT TO THE WAIVER

**PLEASE COMPLETE AND SIGN BELOW**

(This page is to be completed and signed by all tendering and consenting Holders except Holders executing the tender or Consent through DTC's ATOP)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders the principal amount of Notes and/or delivers the Consents with respect to the principal amount of Notes, listed in the table above labeled "Description of Notes Tendered and with Respect to which Consents are Given (Tender and Consent Option); Description of Notes with Respect to which Consents are Given (Consent Only Option)" under the column bearing the heading "Principal Amount Tendered" and the column bearing the heading "Principal Amount as to which Consents are Given," respectively, (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by Notes described in such table).

Signature(s) \_\_\_\_\_

\_\_\_\_\_  
(Must be signed by the registered Holder(s) exactly as the name(s) appear(s) on certificate(s) representing the Notes tendered and/or with respect to which Consents are delivered, if Notes are tendered and/or Consents delivered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of such Notes. If signature is by trustees, executors, administrators, guardians, attorneys-in- fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth the full title and see Instruction 1.)

Dated \_\_\_\_\_

Name(s) \_\_\_\_\_

\_\_\_\_\_  
(Please Print)

Capacity \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Including Zip Code)

Area Code and Telephone Number \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

**(REMEMBER TO COMPLETE AND ATTACH FORM W-9 OR APPROPRIATE FORM W-8)**

\_\_\_\_\_  
**Medallion Signature Guarantee  
(Only If Required-See Instructions 1 and 2)**

Authorized Signature of Guarantor \_\_\_\_\_

Name of Firm \_\_\_\_\_

[Place Seal Here]

## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Tender Offer and the Consent Solicitation

1. *Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements.* If this Letter of Transmittal is signed by the registered Holder(s) of Notes tendered and/or Consents delivered hereby, the signatures must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of Notes tendered and/or Consents delivered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Notes.

If any of Notes tendered and/or with respect to which Consents are delivered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any of Notes tendered and/or with respect to which Consents are delivered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Company of such person's authority to so act must be submitted.

When this Letter of Transmittal is signed by the registered Holders of Notes tendered and/or with respect to which Consents are delivered hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Notes not tendered or purchased are to be issued, to a person other than the registered Holders, in which case signatures on such Notes or instruments of transfer must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (each a "Medallion Signature Guarantor").

**Unless this Letter of Transmittal is signed by the registered Holder(s) of Notes tendered and/or with respect to which Consents are delivered hereby (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes), such Notes must be endorsed or accompanied by appropriate instruments of transfer, and each such endorsement or instrument of transfer must be signed exactly as the name or names of the registered Holder(s) appear on Notes (or as the name of such participant appears on a security position listing as the owner of such Notes); signatures on each such endorsement or instrument of transfer must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution.**

2. *Signature Guarantees.* Signatures on this Letter of Transmittal must be guaranteed by a Medallion Signature Guarantor, unless Notes tendered and Consents delivered are tendered and delivered (i) by a registered Holder of Notes (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes) who has not completed any of the boxes entitled "A. Special Issuance/Delivery Instructions" or "B. Special Issuance/Delivery Instructions" on this Letter of Transmittal or (ii) for the account of a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to as an "**Eligible Institution**"). If Notes are registered in the name of a person other than the signer of this Letter of Transmittal or if Notes not accepted for purchase or not tendered but with respect to which Consents are delivered are to be returned to a person other than the registered Holder, then the signature on this Letter of Transmittal accompanying the Notes tendered or with respect to which Consents are delivered must be guaranteed by a Medallion Signature Guarantor as described above. See Instruction 1.

3. *Transfer Taxes.* Except as set forth in this Instruction 3, the Company will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Notes to it, or to its order, pursuant to the Tender Offer. If payment is to be made to, or if Notes not tendered or purchased are to be registered in the name of, any persons other than the registered owners, or if tendered Notes are registered in the name of any persons other than the persons signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

4. *Requests for Assistance or Additional Copies.* Any questions or requests for assistance or additional copies of the Statement or this Letter of Transmittal may be directed to the Information Agent at one of its telephone numbers set



forth on the last page of the Statement. A Holder may also contact the Dealer Manager and Solicitation Agent at the telephone numbers set forth on the last page of the Statement or such Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer and the Consent Solicitation.

5. *Information Reporting and Backup Withholding.* Payments made to Holders may be subject to information reporting and backup withholding of U.S. federal income tax, currently at a rate of 28%. Certain Holders (including, among others, certain foreign persons and all corporations) are not subject to these backup withholding and reporting requirements. To avoid backup withholding, U.S. Holders that do not otherwise establish an exemption must complete and return an Internal Revenue Service ("IRS") Form W-9, certifying that such Holder is a U.S. person, that the taxpayer identification number provided is correct, and that such Holder is not subject to backup withholding. Failure to provide the correct information on the Form W-9 may subject the Holder to a \$50 penalty imposed by the IRS. Non-U.S. Holders must complete an IRS Form W-8BEN or IRS Form W-8BEN-E or other applicable IRS W-8 Form, signed under penalties of perjury, attesting to the Holder's foreign status. Such forms are available at the IRS website, [www.irs.gov](http://www.irs.gov).

Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

**Holders should consult their own tax advisers in determining the tax consequences to them of holding the Notes, including the application to their particular situation of the U.S. federal tax considerations discussed above, as well as the application of state, local, foreign, or other tax laws.**

In order to tender Notes and/or deliver Consents, a Holder should send or deliver a properly completed and signed Letter of Transmittal, certificates for Notes and any other required documents to the Depository at its address set forth below or tender Notes and/or deliver Consents pursuant to DTC's Automated Tender Offer Program.

*The Information Agent and Depository for the Tender Offer and the Consent Solicitation is:*

**D.F. King & Co., Inc.**  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar  
Email: pesquera@dfking.com

Banks and Brokers call: (212) 269-5550  
Toll free (866) 387-7321

By facsimile:  
(For Eligible Institutions only)  
(212) 709-3328  
Confirmation:  
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New York, New York 10005  
Attn: Peter Aymar

Any questions or requests for assistance or for additional copies of the Statement, this Letter of Transmittal or related documents may be directed to the Information Agent at its telephone numbers set forth above. A Holder may also contact the Dealer Manager and Solicitation Agent at the telephone numbers set forth below or such Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer and the Consent Solicitation.

*The Sole Dealer Manager for the Tender Offer and the Sole Solicitation Agent for the Consent Solicitation is:*

**Santander Investment Securities Inc.**  
45 East 53rd St., 14th Floor  
New York, NY 10022  
Attn: Liability Management  
Collect: (212) 940-1442  
Toll free: (855) 404-3636

*The Information Agent and Depositary for the Tender Offer and the Consent Solicitation is:*

**D.F. King & Co., Inc.**  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar  
Email: pesquera@dfking.com

Banks and Brokers call: (212) 269-5550  
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48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar

*By Hand:*  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Peter Aymar

Any questions regarding procedures for tendering Notes or delivering Consents or requests for additional copies of this Statement or the Letter of Transmittal should be directed to the Information Agent at the address and telephone numbers set forth above.

Any questions regarding the terms of the Tender Offer or the Consent Solicitation should be directed to the Dealer Manager and Solicitation Agent at the address and telephone numbers set forth below:

*The Sole Dealer Manager for the Tender Offer and the Sole Solicitation Agent for the Consent Solicitation is:*

**Santander Investment Securities Inc.**  
45 East 53rd St., 14th Floor  
New York, NY 10022  
Attn: Liability Management  
Collect: (212) 940-1442  
Toll free: (855) 404-3636