

To: **LU-VE S.p.A.**

Via Vittorio Veneto n. 11

21100 Varese (VA)

C.A. General Counsel

*sent by registered letter*

*(or via certified electronic e-mail address to:*

[luve.corporate@lamiaptec.it](mailto:luve.corporate@lamiaptec.it))

*(to be sent within and no later than 18 July 2025)*

Re: Statement of exercise of the right of withdrawal pursuant to Article 2437 et seq. of the Italian Civil Code (the “**Withdrawal Statement**”)

The undersigned \_\_\_\_\_  
born on \_\_\_\_\_ in \_\_\_\_\_ tax code \_\_\_\_\_  
domiciled in \_\_\_\_\_  
in \_\_\_\_\_  
phone no. \_\_\_\_\_ e-mail address \_\_\_\_\_  
*or, in the case of a legal entity*

The undersigned \_\_\_\_\_  
born on \_\_\_\_\_ in \_\_\_\_\_ Tax Code \_\_\_\_\_  
as the legal representative of the company \_\_\_\_\_  
with registered office in \_\_\_\_\_ (\_\_\_\_), via  
\_\_\_\_\_ no. \_\_\_\_\_  
tax code / VAT no. \_\_\_\_\_, registered at no. \_\_\_\_\_ of the  
Companies' Register of \_\_\_\_\_

**acknowledged that**

- that the resolution of the extraordinary Shareholders' Meeting of LU-VE S.p.A. (“**LU-VE**”), held on July 1<sup>st</sup>, 2025 (the “**Shareholders' Meeting**”), registered at the Companies' Register of Varese on 3 July 2025, approved the amendment of the article 6 bis of the By-laws as referred to the only point of the agenda “*Proposal to strengthen the increased voting system currently in force and amendment of art. 6 bis of the Articles of Association. Related and consequent resolutions*”.
- LU-VE shareholders' who did not concur to the approval of such resolution (namely, the shareholders who did not attend the Shareholders' Meeting or who voted against the resolution proposal or who abstained from voting, as well as those in favour of whom LU-VE shares have been registered on account, after the record date of the Meeting - i.e. 20 June 2025 - and prior to the opening of the Meeting's proceedings) are entitled to exercise the right of withdrawal pursuant to article 2437, paragraph 1, lett. g) of the Italian Civil Code (the “**Right of Withdrawal**”);
- the effectiveness of the resolution relating to the amendment of the By-laws referred to the only point of the agenda “*Proposal to strengthen the increased voting system currently in force and amendment of art. 6 bis of the Articles of Association. Related and consequent resolutions*” is subject to the non-occurrence of the following event (the “**Termination Conditions**”):
  - (i) the amount of cash, if any, to be paid by LU-VE to the Withdrawing Shareholders (the “**Withdrawal Amount**”), exceeds Euro 25,000,000.00 (twenty-five million);
  - (ii) any positive difference between (x) the liquidation price and per unit to be paid to the withdrawing shareholders (amounting to EUR 28.82 (twenty-eight/82) and (y) the closing price of LU-VE shares on the last day of the Offer Period, multiplied by the number of LU-

VE shares subject to withdrawal to be purchased by LU-VE, exceeds in the aggregate the amount of EUR 5,000,000.00 (five million)

**declares to:**

- **exercise the Right of Withdrawal** for no. \_\_\_\_\_ LU-VE shares (the “Shares”), deposited at: \_\_\_\_\_ (the “Intermediary”);
- be aware that the liquidation value of the Shares is equal to **Euro 28.82** per each withdrawn Share;
- have **not**: (tick the appropriate box)
  - ☐ participated in the Shareholders’ Meeting;
  - ☐ concurred to the approval to the amendment of the By-laws referred to the only point on the agenda “*Proposal to strengthen the increased voting system currently in force and amendment of art. 6 bis of the Articles of Association. Related and consequent resolutions*”, although having attended the Shareholders’ Meeting (and, therefore, to have voted against the resolution proposal or to have abstained from voting);
- **have requested** the Intermediary, with whom the withdrawn Shares are deposited, to issue to LU-VE the communication (the “**Communication of the Intermediary**” or “**Communication**”) certifying:
  - (i) the continuous ownership of the withdrawn Shares prior to the opening of the Shareholders’ Meeting (July 1<sup>st</sup>, 2025, at 3:00 p.m.) and up to the issuance of the Communication; and
  - (ii) the absence of any pledge or any other encumbrance on the withdrawn Shares (\*);

**and asks**

that LU-VE, subject to verification of the legitimacy and validity of this Withdrawal Statement and upon receipt of the Communication of the Intermediary, settles the withdrawn Shares, in accordance with Article 2437-*quater* of the Italian Civil Code, crediting the related amount to her/his current account held with the Intermediary, pursuant to the terms and conditions provided for by the applicable law, the documentation made available and the resolutions of the Shareholders’ Meeting.

**Declares furthermore to be aware that:**

- (1) in accordance with Article 2437-*bis* of the Italian Civil Code and the applicable regulations *pro tempore* in force, the issuance of the Communication is along with the block of the withdrawn Shares by the Intermediary, and entails, therefore, the unavailability of such Shares until the outcome of the liquidation procedure;
- (2) the undersigned is responsible for: (i) ensuring the completeness and accuracy of the information provided for in this Withdrawal Statement; and (ii) ensuring that the Intermediary issues the Communication to LU-VE within the applicable deadline;
- (3) the Withdrawal Statement sent beyond the abovementioned deadline (that is, 18 July 2025), or which is not compliant with the required forms, or lacking the necessary information, or not accompanied by the Communication within the applicable deadline, will not be taken into account and the Right of Withdrawal will not be deemed validly exercised. For the purposes of verifying compliance with the time limit, the date of the postmark or, in the event of sending by PEC, the receipt of acceptance and delivery will be deemed to be the date of sending.

Kind regards.

Date \_\_\_\_\_

Signature \_\_\_\_\_

(\*) If the withdrawn Shares are subject to any pledge or any other encumbrance in favour of third parties, the shareholder who exercises the Right of Withdrawal shall also attach to this Withdrawal Statement a statement of the pledgee (or of the person in favour of whom the burden is granted), through which such person provides its irrevocable and unconditional consent to the release of the Shares from the pledge and/or any other encumbrance, as well as to the related liquidation in accordance with the instructions of the shareholder who exercises the Right of Withdrawal.