

**ACCEPTANCE FORM****OF THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Article 102 and Article 106, paragraph 4, of Legislative Decree of 24 February 1998 no. 58, as subsequently amended and supplemented (the “**Offer**”) promoted by Evergreen S.p.A. (the “**Offeror**”) on no. **36.106.557 ordinary shares of COIMA RES S.p.A. SIQ** (the “**Issuer**”)

Dear Appointed Intermediary \_\_\_\_\_,

The undersigned (*first name, surname or company name*) \_\_\_\_\_, Tax code / VAT number \_\_\_\_\_, born \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, resident / with registered office in \_\_\_\_\_, province \_\_\_\_\_, street \_\_\_\_\_, ZIP code \_\_\_\_\_, client code no. \_\_\_\_\_, holder of no. \_\_\_\_\_ ordinary shares of the Issuer (the “**Shares**”), with no indication of nominal value, regular dividend entitlement and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of restrictions and encumbrances of any type or nature, whether *in rem* or personal.

**DECLARES** to have read and understood all of the conditions, terms and procedures of this Offer, including the amount, nature and procedures of computation of the Offer Consideration (both Cash Consideration and Alternative Consideration) which shall be paid for each Share tendered to the Offer, as set out in the offer document (“**Offer Document**”) and in the exemption document (“**Exemption Document**”), including Section A “Risk Factors” of the latter, made available to the public at the Offeror’s registered office (Via Monte Napoleone 8, 10121, Milan), at the offices of the Intermediary Appointed to Coordinate the Collection of Acceptances (Milan, Largo Mattioli 3) and available on the Offeror’s website (www.opascoimares.com), as well as on the Global Information Agent’s website (www.morrowsdali-transactions.com).

**ACCEPTS** irrevocably this Offer for no. \_\_\_\_\_ Shares which:

- have already been deposited with you in the securities deposit account no. \_\_\_\_\_ in the name of: \_\_\_\_\_;
- will be placed in the aforementioned deposit following stock exchange liquidation;
- are deposited with you at the same time of the execution this Acceptance Form;
- will be transferred to/deposited with you, in due time, by the Depository Intermediary thereof, by virtue of mandate expressly accepted at the end of this document.

**AUTHORISES CONSENTS** the placing of the above Shares in an interim deposit with you for the purpose of this Offer. as of now the transfer to the Offeror of the Shares placed in the above mentioned interim deposit, where applicable, granting you an irrevocable mandate to perform or have performed in the name and on behalf of the undersigned all the necessary formalities for the transfer of the Shares to the Offeror. All this against payment on the Payment Date of the Cash Consideration or Alternative Consideration, as defined and better specified in the Offer Document.

**DECLARES** to accept as of now the cancellation of the operation should irregularities be found in the data contained in this Acceptance Form following the verifications and controls carried out after delivery of the Shares.

**TAKES NOTE**

1. that the Offer Document provides that the Offer Consideration, as defined below, shall be paid on 29 July 2022 (fifth trading day following the closing date of the Acceptance Period indicated in the Offer Document), subject to the Reopening of the Terms and subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations. This payment is subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
2. that its adhesion to the Offer is irrevocable, except for the possibility to adhere to eventual competing offers, according to laws and regulations;
3. for each Share tendered to the Offer, the Offeror will recognize to the Acceptors two forms of consideration, among them alternatives, as more fully specified in Section E, Paragraph E.1, of the Offer Document. Specifically, the Offeror will recognize, at the option of the Acceptors to the Offer:
  - (a) the Cash Consideration, represented by Euro 10.00 per No. 1 Share tendered to the Offer; or
  - (b) the Alternative Consideration, represented by no. 1 Unlisted Offeror’s Share for no. 1 Share tendered to the Offer (i.e., 1:1 ratio), subject to the Allotment procedure (jointly, the “**Offer Consideration**”);
4. that the choice of the Cash Consideration or of the Alternative Consideration is irrevocable and may be made exclusively (i) at the same time as accepting the Offer and, therefore, at the time of signing this Acceptance Form and (ii) with reference to all (and, therefore, not only to a part of) the Shares tendered to the Offer;
5. that the Acceptors to the Offer will have to opt for the payment of the Cash Consideration or the Alternative Consideration and that, in the event that the Acceptors to the Offer fail to make an express choice, the Cash Consideration will be paid;
6. that, should the number of Shares tendered to the Exchange Offer be greater than the Maximum Amount in Exchange, the “pro-rata” method will be applied to the aforesaid acceptances, whereby the Offeror will purchase from all shareholders who have opted for the Alternative Consideration the same proportion of Shares tendered to the Offer, according to terms and conditions set forth in Section L of the Offer Document. Each COIMA RES Share resulting in surplus as a result of the Allotment procedure (as better described in Section L of the Offer Document) will be purchased by the Offeror against payment of the Cash Consideration;
7. that the Offer will be completed only upon the fulfillment of the Conditions Precedent, or upon the waiver of their fulfillment by the Offeror, as illustrated and described in Section A, Paragraph A.1, of the Offer Document;
8. that the Offer Consideration is understood to be net of any stamp and registration taxes, if due, and of fees, commissions and expenses that will remain the responsibility of the Offeror. Conversely, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, shall remain the responsibility of the Acceptors, and no interest shall be paid on the Offer Consideration for each Share tendered to the Offer between the date of acceptance of the Offer and the Payment Date or the Date of Payment upon Reopening of the Terms, if any (as defined in the Offer Document); and
9. that it remains the sole responsibility of the subscribers to bear the risk that the Depository Intermediaries fail to deliver this Acceptance Form and deposit the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances by the last valid day of the Acceptance Period and that the Depository Intermediaries fail or delay to transfer the Offer Consideration to the holders.

**CASH CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Cash Consideration by:

- (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_, the amount of Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each; or, alternatively
- (b) non-transferable cashier’s check made out to \_\_\_\_\_, for an amount equal to Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each.

or, alternatively

**ALTERNATIVE CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Alternative Consideration through

- the deposit of no. \_\_\_\_\_ Shares of the Offeror in the ratio of no. 1 unlisted Offeror Share for each no. 1 Share tendered to the Offer, without prejudice to the Allotment procedure), due to the undersigned as the Alternative Consideration, by means of its registration, in dematerialized form, in the securities account no. \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_;
- in the event of any application of the Allocation procedure (as better described in Section L of the Offer Document), the payment of an amount of Euro 10.00 for each Share tendered that is in surplus with respect to the Allotment procedure, through:
  - (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_; or, alternatively
  - (b) non-transferable cashier’s check made out to \_\_\_\_\_.

**DECLARES**

1. to be aware of the fact that (i) the Offer is addressed on equal terms to all holders of the Shares, is promoted in Italy and is extended to the United States by virtue of the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 for a “Tier I” tender offer and Rule 802 under the U.S. Securities Act of 1933; and (ii) the Offer has not been and will not be promoted or disseminated in Canada, Japan, Australia or any other country in which such Offer is not permitted in the absence of authorization by the competent authorities or other fulfillment by the Offeror (collectively, the “**Other Countries**”) (for further information see Section F, Paragraph F.4, of the Offer Document);
2. to have not received and/or sent copies or originals of this Acceptance Form, the Offer Document, the Exemption Document and/or any document pertaining to the Offer from or in the Other Countries where the Offer is not permitted in the absence of authorization from the competent authorities and that have not otherwise used in connection with the Offer, directly or indirectly, the postal services and/or any other means or instrument (including, without limitation, the postal network, facsimile, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market in the Other Countries; e
3. to be outside of the Other Countries where the Offer is not permitted in the absence of authorization by the competent authorities when this Acceptance Form is delivered or signed.

*Pursuant to and in accordance with Article 13 of EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Acceptance Form will be processed, including through the use of computer and telematic procedures, for the sole purposes directly related and instrumental to the Offer, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide them will result in the impossibility of adhering to the Offer. With regard to the aforementioned processing, the Acceptor may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, but not limited to, the right of access, the right to data deletion, the right to rectification, the right to limit data processing, and the right to lodge a complaint with the Data Protection Authority). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by them that - as data controllers or managers - carry out functional or support activities as necessary to the transaction, to which personal data may be communicated and whose precise identity may be known by contacting directly the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be asked to know the identity of their respective data processors, if any). The data will be kept only for the period of time necessary to pursue the aforementioned purposes, after which they will be retained in compliance with the ordinary limitation periods identified by the Civil Code or specific provisions of law, for administrative purposes and/or to assert or defend a right a legitimate right or interest of the holders or third parties.*

\_\_\_\_\_  
The Acceptor or its representative

\_\_\_\_\_  
Signature and stamp of the Appointed Intermediary

The Depository Intermediary with whom this Application Form has been deposited declares at the time of submission by the acceptor and under its own responsibility:

- (a) to be custodian of the aforementioned Shares;
- (b) to arrange for the necessary formalities for the transfer of the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances exclusively through Euronext Milan, no later than the end of the Acceptance Period.

\_\_\_\_\_  
Stamp and signature of Depository Intermediary

**ACCEPTANCE FORM****OF THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Article 102 and Article 106, paragraph 4, of Legislative Decree of 24 February 1998 no. 58, as subsequently amended and supplemented (the “**Offer**”) promoted by Evergreen S.p.A. (the “**Offeror**”) on no. **36.106.557** ordinary shares of COIMA RES S.p.A. **SIQ** (the “**Issuer**”)

Dear Appointed Intermediary \_\_\_\_\_,

The undersigned (*first name, surname or company name*) \_\_\_\_\_, Tax code / VAT number \_\_\_\_\_, born \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, resident / with registered office in \_\_\_\_\_, province \_\_\_\_\_, street \_\_\_\_\_, ZIP code \_\_\_\_\_, client code no. \_\_\_\_\_, holder of no. \_\_\_\_\_ ordinary shares of the Issuer (the “**Shares**”), with no indication of nominal value, regular dividend entitlement and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of restrictions and encumbrances of any type or nature, whether *in rem* or personal.

**DECLARES** to have read and understood all of the conditions, terms and procedures of this Offer, including the amount, nature and procedures of computation of the Offer Consideration (both Cash Consideration and Alternative Consideration) which shall be paid for each Share tendered to the Offer, as set out in the offer document (“**Offer Document**”) and in the exemption document (“**Exemption Document**”), including Section A “Risk Factors” of the latter, made available to the public at the Offeror’s registered office (Via Monte Napoleone 8, 20121, Milan), at the offices of the Intermediary Appointed to Coordinate the Collection of Acceptances (Milan, Largo Mattioli 3) and available on the Offeror’s website (www.opascoimares.com), as well as on the Global Information Agent’s website (www.morrowsdali-transactions.com).

**ACCEPTS** irrevocably this Offer for no. \_\_\_\_\_ Shares which:

- have already been deposited with you in the securities deposit account no. \_\_\_\_\_ in the name of: \_\_\_\_\_;
- will be placed in the aforementioned deposit following stock exchange liquidation;
- are deposited with you at the same time of the execution this Acceptance Form;
- will be transferred to/deposited with you, in due time, by the Depository Intermediary thereof, by virtue of mandate expressly accepted at the end of this document.

**AUTHORISES** the placing of the above Shares in an interim deposit with you for the purpose of this Offer.

**CONSENTS** as of now the transfer to the Offeror of the Shares placed in the above mentioned interim deposit, where applicable, granting you an irrevocable mandate to perform or have performed in the name and on behalf of the undersigned all the necessary formalities for the transfer of the Shares to the Offeror. All this against payment on the Payment Date of the Cash Consideration or Alternative Consideration, as defined and better specified in the Offer Document.

**DECLARES** to accept as of now the cancellation of the operation should irregularities be found in the data contained in this Acceptance Form following the verifications and controls carried out after delivery of the Shares.

**TAKES NOTE**

1. that the Offer Document provides that the Offer Consideration, as defined below, shall be paid on 29 July 2022 (fifth trading day following the closing date of the Acceptance Period indicated in the Offer Document), subject to the Reopening of the Terms and subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations. This payment is subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
2. that its adhesion to the Offer is irrevocable, except for the possibility to adhere to eventual competing offers, according to laws and regulations;
3. for each Share tendered to the Offer, the Offeror will recognize to the Acceptors two forms of consideration, among them alternatives, as more fully specified in Section E, Paragraph E.1, of the Offer Document. Specifically, the Offeror will recognize, at the option of the Acceptors to the Offer:
  - (a) the Cash Consideration, represented by Euro 10.00 per No. 1 Share tendered to the Offer; or
  - (b) the Alternative Consideration, represented by no. 1 Unlisted Offeror’s Share for no. 1 Share tendered to the Offer (i.e., 1:1 ratio), subject to the Allotment procedure (jointly, the “**Offer Consideration**”);
4. that the choice of the Cash Consideration or of the Alternative Consideration is irrevocable and may be made exclusively (i) at the same time as accepting the Offer and, therefore, at the time of signing this Acceptance Form and (ii) with reference to all (and, therefore, not only to a part of) the Shares tendered to the Offer;
5. that the Acceptors to the Offer will have to opt for the payment of the Cash Consideration or the Alternative Consideration and that, in the event that the Acceptors to the Offer fail to make an express choice, the Cash Consideration will be paid;
6. that, should the number of Shares tendered to the Exchange Offer be greater than the Maximum Amount in Exchange, the “pro-rata” method will be applied to the aforesaid acceptances, whereby the Offeror will purchase from all shareholders who have opted for the Alternative Consideration the same proportion of Shares tendered to the Offer, according to terms and conditions set forth in Section L of the Offer Document. Each COIMA RES Share resulting in surplus as a result of the Allotment procedure (as better described in Section L of the Offer Document) will be purchased by the Offeror against payment of the Cash Consideration;
7. that the Offer will be completed only upon the fulfillment of the Conditions Precedent, or upon the waiver of their fulfillment by the Offeror, as illustrated and described in Section A, Paragraph A.1, of the Offer Document;
8. that the Offer Consideration is understood to be net of any stamp and registration taxes, if due, and of fees, commissions and expenses that will remain the responsibility of the Offeror. Conversely, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, shall remain the responsibility of the Acceptors, and no interest shall be paid on the Offer Consideration for each Share tendered to the Offer between the date of acceptance of the Offer and the Payment Date or the Date of Payment upon Reopening of the Terms, if any (as defined in the Offer Document); and
9. that it remains the sole responsibility of the subscribers to bear the risk that the Depository Intermediaries fail to deliver this Acceptance Form and deposit the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances by the last valid day of the Acceptance Period and that the Depository Intermediaries fail or delay to transfer the Offer Consideration to the holders.

**CASH CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Cash Consideration by:

- (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_, the amount of Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each; or, alternatively
- (b) non-transferable cashier’s check made out to \_\_\_\_\_, for an amount equal to Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each.

or, alternatively

**ALTERNATIVE CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Alternative Consideration through

- the deposit of no. \_\_\_\_\_ Shares of the Offeror in the ratio of no. 1 unlisted Offeror Share for each no. 1 Share tendered to the Offer, without prejudice to the Allotment procedure), due to the undersigned as the Alternative Consideration, by means of its registration, in dematerialized form, in the securities account no. \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_;
- in the event of any application of the Allocation procedure (as better described in Section L of the Offer Document), the payment of an amount of Euro 10.00 for each Share tendered that is in surplus with respect to the Allotment procedure, through:
  - (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_; or, alternatively
  - (b) non-transferable cashier’s check made out to \_\_\_\_\_.

**DECLARES**

1. to be aware of the fact that (i) the Offer is addressed on equal terms to all holders of the Shares, is promoted in Italy and is extended to the United States by virtue of the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 for a “Tier I” tender offer and Rule 802 under the U.S. Securities Act of 1933; and (ii) the Offer has not been and will not be promoted or disseminated in Canada, Japan, Australia or any other country in which such Offer is not permitted in the absence of authorization by the competent authorities or other fulfillment by the Offeror (collectively, the “**Other Countries**”) (for further information see Section F, Paragraph F.4, of the Offer Document);
2. to have not received and/or sent copies or originals of this Acceptance Form, the Offer Document, the Exemption Document and/or any document pertaining to the Offer from or in the Other Countries where the Offer is not permitted in the absence of authorization from the competent authorities and that have not otherwise used in connection with the Offer, directly or indirectly, the postal services and/or any other means or instrument (including, without limitation, the postal network, facsimile, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market in the Other Countries; e
3. to be outside of the Other Countries where the Offer is not permitted in the absence of authorization by the competent authorities when this Acceptance Form is delivered or signed.

*Pursuant to and in accordance with Article 13 of EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Acceptance Form will be processed, including through the use of computer and telematic procedures, for the sole purposes directly related and instrumental to the Offer, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide them will result in the impossibility of adhering to the Offer. With regard to the aforementioned processing, the Acceptor may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, but not limited to, the right of access, the right to data deletion, the right to rectification, the right to limit data processing, and the right to lodge a complaint with the Data Protection Authority). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by them that - as data controllers or managers - carry out functional or support activities as necessary to the transaction, to which personal data may be communicated and whose precise identity may be known by contacting directly the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be asked to know the identity of their respective data processors, if any). The data will be kept only for the period of time necessary to pursue the aforementioned purposes, after which they will be retained in compliance with the ordinary limitation periods identified by the Civil Code or specific provisions of law, for administrative purposes and/or to assert or defend a right a legitimate right or interest of the holders or third parties.*

\_\_\_\_\_  
The Acceptor or its representative

\_\_\_\_\_  
Signature and stamp of the Appointed Intermediary

The Depository Intermediary with whom this Application Form has been deposited declares at the time of submission by the acceptor and under its own responsibility:

- (a) to be custodian of the aforementioned Shares;
- (b) to arrange for the necessary formalities for the transfer of the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances exclusively through Euronext Milan, no later than the end of the Acceptance Period.

\_\_\_\_\_  
Stamp and signature of Depository Intermediary

**ACCEPTANCE FORM****OF THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Article 102 and Article 106, paragraph 4, of Legislative Decree of 24 February 1998 no. 58, as subsequently amended and supplemented (the “**Offer**”) promoted by Evergreen S.p.A. (the “**Offeror**”) on no. **36.106.557 ordinary shares of COIMA RES S.p.A. SIQ** (the “**Issuer**”)

Dear Appointed Intermediary \_\_\_\_\_,

The undersigned (first name, surname or company name) \_\_\_\_\_, Tax code / VAT number \_\_\_\_\_, born \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, resident / with registered office in \_\_\_\_\_, province \_\_\_\_\_, street \_\_\_\_\_, ZIP code \_\_\_\_\_, client code no. \_\_\_\_\_, holder of no. \_\_\_\_\_ ordinary shares of the Issuer (the “**Shares**”), with no indication of nominal value, regular dividend entitlement and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of restrictions and encumbrances of any type or nature, whether *in rem* or personal.

**DECLARES** to have read and understood all of the conditions, terms and procedures of this Offer, including the amount, nature and procedures of computation of the Offer Consideration (both Cash Consideration and Alternative Consideration) which shall be paid for each Share tendered to the Offer, as set out in the offer document (“**Offer Document**”) and in the exemption document (“**Exemption Document**”), including Section A “Risk Factors” of the latter, made available to the public at the Offeror’s registered office (Via Monte Napoleone 8, 20121, Milan), at the offices of the Intermediary Appointed to Coordinate the Collection of Acceptances (Milan, Largo Mattioli 3) and available on the Offeror’s website (www.opascoimares.com), as well as on the Global Information Agent’s website (www.morrowsodali-transactions.com).

**ACCEPTS** irrevocably this Offer for no. \_\_\_\_\_ Shares which:

- have already been deposited with you in the securities deposit account no. \_\_\_\_\_ in the name of: \_\_\_\_\_;
- will be placed in the aforementioned deposit following stock exchange liquidation;
- are deposited with you at the same time of the execution this Acceptance Form;
- will be transferred to/deposited with you, in due time, by the Depository Intermediary thereof, by virtue of mandate expressly accepted at the end of this document.

**AUTHORISES CONSENTS** the placing of the above Shares in an interim deposit with you for the purpose of this Offer. as of now the transfer to the Offeror of the Shares placed in the above mentioned interim deposit, where applicable, granting you an irrevocable mandate to perform or have performed in the name and on behalf of the undersigned all the necessary formalities for the transfer of the Shares to the Offeror. All this against payment on the Payment Date of the Cash Consideration or Alternative Consideration, as defined and better specified in the Offer Document.

**DECLARES** to accept as of now the cancellation of the operation should irregularities be found in the data contained in this Acceptance Form following the verifications and controls carried out after delivery of the Shares.

**TAKES NOTE**

1. that the Offer Document provides that the Offer Consideration, as defined below, shall be paid on 29 July 2022 (fifth trading day following the closing date of the Acceptance Period indicated in the Offer Document), subject to the Reopening of the Terms and subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations. This payment is subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
2. that its adhesion to the Offer is irrevocable, except for the possibility to adhere to eventual competing offers, according to laws and regulations;
3. for each Share tendered to the Offer, the Offeror will recognize to the Acceptors two forms of consideration, among them alternatives, as more fully specified in Section E, Paragraph E.1, of the Offer Document. Specifically, the Offeror will recognize, at the option of the Acceptors to the Offer:
  - (a) the Cash Consideration, represented by Euro 10.00 per No. 1 Share tendered to the Offer; or
  - (b) the Alternative Consideration, represented by no. 1 Unlisted Offeror’s Share for no. 1 Share tendered to the Offer (i.e., 1:1 ratio), subject to the Allotment procedure (jointly, the “**Offer Consideration**”);
4. that the choice of the Cash Consideration or of the Alternative Consideration is irrevocable and may be made exclusively (i) at the same time as accepting the Offer and, therefore, at the time of signing this Acceptance Form and (ii) with reference to all (and, therefore, not only to a part of) the Shares tendered to the Offer;
5. that the Acceptors to the Offer will have to opt for the payment of the Cash Consideration or the Alternative Consideration and that, in the event that the Acceptors to the Offer fail to make an express choice, the Cash Consideration will be paid;
6. that, should the number of Shares tendered to the Exchange Offer be greater than the Maximum Amount in Exchange, the “pro-rata” method will be applied to the aforesaid acceptances, whereby the Offeror will purchase from all shareholders who have opted for the Alternative Consideration the same proportion of Shares tendered to the Offer, according to terms and conditions set forth in Section L of the Offer Document. Each COIMA RES Share resulting in surplus as a result of the Allotment procedure (as better described in Section L of the Offer Document) will be purchased by the Offeror against payment of the Cash Consideration;
7. that the Offer will be completed only upon the fulfillment of the Conditions Precedent, or upon the waiver of their fulfillment by the Offeror, as illustrated and described in Section A, Paragraph A.1, of the Offer Document;
8. that the Offer Consideration is understood to be net of any stamp and registration taxes, if due, and of fees, commissions and expenses that will remain the responsibility of the Offeror. Conversely, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, shall remain the responsibility of the Acceptors, and no interest shall be paid on the Offer Consideration for each Share tendered to the Offer between the date of acceptance of the Offer and the Payment Date or the Date of Payment upon Reopening of the Terms, if any (as defined in the Offer Document); and
9. that it remains the sole responsibility of the subscribers to bear the risk that the Depository Intermediaries fail to deliver this Acceptance Form and deposit the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances by the last valid day of the Acceptance Period and that the Depository Intermediaries fail or delay to transfer the Offer Consideration to the holders.

**CASH CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Cash Consideration by:

- (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_, the amount of Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each; or, alternatively
- (b) non-transferable cashier’s check made out to \_\_\_\_\_, for an amount equal to Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each.

or, alternatively

**ALTERNATIVE CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Alternative Consideration through

- the deposit of no. \_\_\_\_\_ Shares of the Offeror in the ratio of no. 1 unlisted Offeror Share for each no. 1 Share tendered to the Offer, without prejudice to the Allotment procedure), due to the undersigned as the Alternative Consideration, by means of its registration, in dematerialized form, in the securities account no. \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_;
- in the event of any application of the Allocation procedure (as better described in Section L of the Offer Document), the payment of an amount of Euro 10.00 for each Share tendered that is in surplus with respect to the Allotment procedure, through:
  - (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_; or, alternatively
  - (b) non-transferable cashier’s check made out to \_\_\_\_\_.

**DECLARES**

1. to be aware of the fact that (i) the Offer is addressed on equal terms to all holders of the Shares, is promoted in Italy and is extended to the United States by virtue of the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 for a “Tier I” tender offer and Rule 802 under the U.S. Securities Act of 1933; and (ii) the Offer has not been and will not be promoted or disseminated in Canada, Japan, Australia or any other country in which such Offer is not permitted in the absence of authorization by the competent authorities or other fulfillment by the Offeror (collectively, the “**Other Countries**”) (for further information see Section F, Paragraph F.4, of the Offer Document);
2. to have not received and/or sent copies or originals of this Acceptance Form, the Offer Document, the Exemption Document and/or any document pertaining to the Offer from or in the Other Countries where the Offer is not permitted in the absence of authorization from the competent authorities and that have not otherwise used in connection with the Offer, directly or indirectly, the postal services and/or any other means or instrument (including, without limitation, the postal network, facsimile, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market in the Other Countries; e
3. to be outside of the Other Countries where the Offer is not permitted in the absence of authorization by the competent authorities when this Acceptance Form is delivered or signed.

*Pursuant to and in accordance with Article 13 of EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Acceptance Form will be processed, including through the use of computer and telematic procedures, for the sole purposes directly related and instrumental to the Offer, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide them will result in the impossibility of adhering to the Offer. With regard to the aforementioned processing, the Acceptor may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, but not limited to, the right of access, the right to data deletion, the right to rectification, the right to limit data processing, and the right to lodge a complaint with the Data Protection Authority). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by them that - as data controllers or managers - carry out functional or support activities as necessary to the transaction, to which personal data may be communicated and whose precise identity may be known by contacting directly the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be asked to know the identity of their respective data processors, if any). The data will be kept only for the period of time necessary to pursue the aforementioned purposes, after which they will be retained in compliance with the ordinary limitation periods identified by the Civil Code or specific provisions of law, for administrative purposes and/or to assert or defend a right a legitimate right or interest of the holders or third parties.*

\_\_\_\_\_  
The Acceptor or its representative

\_\_\_\_\_  
Signature and stamp of the Appointed Intermediary

The Depository Intermediary with whom this Application Form has been deposited declares at the time of submission by the acceptor and under its own responsibility:

- (a) to be custodian of the aforementioned Shares;
- (b) to arrange for the necessary formalities for the transfer of the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances exclusively through Euronext Milan, no later than the end of the Acceptance Period.

\_\_\_\_\_  
Stamp and signature of Depository Intermediary

Sheet no. 3 - Copy for the Intermediary

**ACCEPTANCE FORM****OF THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Article 102 and Article 106, paragraph 4, of Legislative Decree of 24 February 1998 no. 58, as subsequently amended and supplemented (the “**Offer**”) promoted by Evergreen S.p.A. (the “**Offeror**”) on no. **36.106.557 ordinary shares of COIMA RES S.p.A. SIQ** (the “**Issuer**”)

Dear Appointed Intermediary \_\_\_\_\_,

The undersigned (first name, surname or company name) \_\_\_\_\_, Tax code / VAT number \_\_\_\_\_, born \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, resident / with registered office in \_\_\_\_\_, province \_\_\_\_\_, street \_\_\_\_\_, ZIP code \_\_\_\_\_, client code no. \_\_\_\_\_, holder of no. \_\_\_\_\_ ordinary shares of the Issuer (the “**Shares**”), with no indication of nominal value, regular dividend entitlement and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of restrictions and encumbrances of any type or nature, whether *in rem* or personal.

**DECLARES** to have read and understood all of the conditions, terms and procedures of this Offer, including the amount, nature and procedures of computation of the Offer Consideration (both Cash Consideration and Alternative Consideration) which shall be paid for each Share tendered to the Offer, as set out in the offer document (“**Offer Document**”) and in the exemption document (“**Exemption Document**”), including Section A “Risk Factors” of the latter, made available to the public at the Offeror’s registered office (Via Monte Napoleone 8, 20121, Milan), at the offices of the Intermediary Appointed to Coordinate the Collection of Acceptances (Milan, Largo Mattioli 3) and available on the Offeror’s website (www.opascoimares.com), as well as on the Global Information Agent’s website (www.morrowsodali-transactions.com).

**ACCEPTS** irrevocably this Offer for no. \_\_\_\_\_ Shares which:

- have already been deposited with you in the securities deposit account no. \_\_\_\_\_ in the name of: \_\_\_\_\_;
- will be placed in the aforementioned deposit following stock exchange liquidation;
- are deposited with you at the same time of the execution this Acceptance Form;
- will be transferred to/deposited with you, in due time, by the Depository Intermediary thereof, by virtue of mandate expressly accepted at the end of this document.

**AUTHORISES** the placing of the above Shares in an interim deposit with you for the purpose of this Offer.  
**CONSENTS** as of now the transfer to the Offeror of the Shares placed in the above mentioned interim deposit, where applicable, granting you an irrevocable mandate to perform or have performed in the name and on behalf of the undersigned all the necessary formalities for the transfer of the Shares to the Offeror. All this against payment on the Payment Date of the Cash Consideration or Alternative Consideration, as defined and better specified in the Offer Document.

**DECLARES** to accept as of now the cancellation of the operation should irregularities be found in the data contained in this Acceptance Form following the verifications and controls carried out after delivery of the Shares.

**TAKES NOTE**

1. that the Offer Document provides that the Offer Consideration, as defined below, shall be paid on 29 July 2022 (fifth trading day following the closing date of the Acceptance Period indicated in the Offer Document), subject to the Reopening of the Terms and subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations. This payment is subject to the completion of the necessary formalities to transfer the Shares to the Offeror;
2. that its adhesion to the Offer is irrevocable, except for the possibility to adhere to eventual competing offers, according to laws and regulations;
3. for each Share tendered to the Offer, the Offeror will recognize to the Acceptors two forms of consideration, among them alternatives, as more fully specified in Section E, Paragraph E.1, of the Offer Document. Specifically, the Offeror will recognize, at the option of the Acceptors to the Offer:
  - (a) the Cash Consideration, represented by Euro 10.00 per No. 1 Share tendered to the Offer; or
  - (b) the Alternative Consideration, represented by no. 1 Unlisted Offeror’s Share for no. 1 Share tendered to the Offer (i.e., 1:1 ratio), subject to the Allotment procedure (jointly, the “**Offer Consideration**”);
4. that the choice of the Cash Consideration or of the Alternative Consideration is irrevocable and may be made exclusively (i) at the same time as accepting the Offer and, therefore, at the time of signing this Acceptance Form and (ii) with reference to all (and, therefore, not only to a part of) the Shares tendered to the Offer;
5. that the Acceptors to the Offer will have to opt for the payment of the Cash Consideration or the Alternative Consideration and that, in the event that the Acceptors to the Offer fail to make an express choice, the Cash Consideration will be paid;
6. that, should the number of Shares tendered to the Exchange Offer be greater than the Maximum Amount in Exchange, the “pro-rata” method will be applied to the aforesaid acceptances, whereby the Offeror will purchase from all shareholders who have opted for the Alternative Consideration the same proportion of Shares tendered to the Offer, according to terms and conditions set forth in Section L of the Offer Document. Each COIMA RES Share resulting in surplus as a result of the Allotment procedure (as better described in Section L of the Offer Document) will be purchased by the Offeror against payment of the Cash Consideration;
7. that the Offer will be completed only upon the fulfillment of the Conditions Precedent, or upon the waiver of their fulfillment by the Offeror, as illustrated and described in Section A, Paragraph A.1, of the Offer Document;
8. that the Offer Consideration is understood to be net of any stamp and registration taxes, if due, and of fees, commissions and expenses that will remain the responsibility of the Offeror. Conversely, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, shall remain the responsibility of the Acceptors, and no interest shall be paid on the Offer Consideration for each Share tendered to the Offer between the date of acceptance of the Offer and the Payment Date or the Date of Payment upon Reopening of the Terms, if any (as defined in the Offer Document); and
9. that it remains the sole responsibility of the subscribers to bear the risk that the Depository Intermediaries fail to deliver this Acceptance Form and deposit the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances by the last valid day of the Acceptance Period and that the Depository Intermediaries fail or delay to transfer the Offer Consideration to the holders.

**CASH CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Cash Consideration by:

- (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_, the amount of Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each; or, alternatively
- (b) non-transferable cashier’s check made out to \_\_\_\_\_, for an amount equal to Euro \_\_\_\_\_, representing the consideration for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 10,00 each.

or, alternatively

**ALTERNATIVE CONSIDERATION OPTION**

**AUTHORISES** this Depository Intermediary, with reference to all the Shares tendered to the Offer, to settle/cause to settle the Alternative Consideration through

- the deposit of no. \_\_\_\_\_ Shares of the Offeror in the ratio of no. 1 unlisted Offeror Share for each no. 1 Share tendered to the Offer, without prejudice to the Allotment procedure), due to the undersigned as the Alternative Consideration, by means of its registration, in dematerialized form, in the securities account no. \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_;
- in the event of any application of the Allocation procedure (as better described in Section L of the Offer Document), the payment of an amount of Euro 10.00 for each Share tendered that is in surplus with respect to the Allotment procedure, through:
  - (a) crediting the account no. \_\_\_\_\_, IBAN \_\_\_\_\_ at \_\_\_\_\_, held by \_\_\_\_\_; or, alternatively
  - (b) non-transferable cashier’s check made out to \_\_\_\_\_.

**DECLARES**

1. to be aware of the fact that (i) the Offer is addressed on equal terms to all holders of the Shares, is promoted in Italy and is extended to the United States by virtue of the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 for a “Tier I” tender offer and Rule 802 under the U.S. Securities Act of 1933; and (ii) the Offer has not been and will not be promoted or disseminated in Canada, Japan, Australia or any other country in which such Offer is not permitted in the absence of authorization by the competent authorities or other fulfillment by the Offeror (collectively, the “**Other Countries**”) (for further information see Section F, Paragraph F.4, of the Offer Document);
2. to have not received and/or sent copies or originals of this Acceptance Form, the Offer Document, the Exemption Document and/or any document pertaining to the Offer from or in the Other Countries where the Offer is not permitted in the absence of authorization from the competent authorities and that have not otherwise used in connection with the Offer, directly or indirectly, the postal services and/or any other means or instrument (including, without limitation, the postal network, facsimile, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market in the Other Countries; e
3. to be outside of the Other Countries where the Offer is not permitted in the absence of authorization by the competent authorities when this Acceptance Form is delivered or signed.

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\_\_\_\_\_  
The Acceptor or its representative

\_\_\_\_\_  
Signature and stamp of the Appointed Intermediary

The Depository Intermediary with whom this Application Form has been deposited declares at the time of submission by the acceptor and under its own responsibility:

- (a) to be custodian of the aforementioned Shares;
- (b) to arrange for the necessary formalities for the transfer of the Shares with the Intermediary Appointed to Coordinate the Collection of Acceptances exclusively through Euronext Milan, no later than the end of the Acceptance Period.

\_\_\_\_\_  
Stamp and signature of Depository Intermediary