

To
SNAM S.p.A.
c/o Computershare S.p.A.
Via Lorenzo Mascheroni no. 19
20145 Milan
sent by registered letter
(or certified e-mail to: recessosnam@pecserviziotitoli.it)
(to be sent by and no later than **23 February 2021**)

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

The **undersigned** _____
born on _____ in _____ Tax Code _____
domiciled in _____ in _____
phone no. _____ e-mail address _____
or, in the case of a legal person

The **undersigned** _____
born on _____ in _____ Tax Code _____
as the legal representative of the company _____
with registered offices in _____ (____), Via _____ no. _____
tax code / VAT no. _____, registered at no. _____
of the Business Register of _____

acknowledging

- that the resolution of the extraordinary shareholders' meeting of Snam S.p.A. (**Snam**) held on 2 February 2021 (the **Shareholders' Meeting**), registered at the Milan Business Register on 8 February 2021, approved the proposed amendments to article 2 of the Bylaws as referred to under the first item on the agenda;
- that the Snam shareholders that did not approve this resolution (that is, the shareholders who did not participate in the Shareholders' Meeting or who voted against the resolution proposal or who abstained from voting) are entitled to exercise the Right of Withdrawal pursuant to article 2437, first subsection, letter a) of the Italian Civil Code;

declares:

- to **exercise the withdrawal** for _____ Snam shares (the **Shares**), deposited at: _____ (the **Intermediary**);
- to be aware that the liquidation value for each Snam share subject to the Right of Withdrawal is **4.463 euros**;
- to **not** have: (*mark the appropriate box*)
 - participated in the Shareholders' Meeting;
 - approved the resolution to amend article 2 of the Bylaws as referred to under the first item on the agenda despite having participated in the Shareholders' Meeting (and, therefore, to have voted against the proposed resolution or to have abstained from voting);
- to have asked the aforementioned Intermediary, with whom the Shares are deposited, to make a disclosure (the **Disclosure**) certifying:
 - (i) the uninterrupted ownership of the Shares from before the start of the Shareholders' Meeting (10.00 a.m. on 2 February 2021) until issue of the Disclosure;
 - (ii) the absence of pledges or other restrictions on the Shares ⁽¹⁾;

and asks

that Snam, after having checked the legitimacy and validity of this Withdrawal Statement and after having received the Disclosure, arrange to redeem the Shares in accordance with the provisions of art. 2437-*quater* of the Italian Civil Code, making the relative amount available to him/her through the Intermediary, under the terms and conditions set by law, the documentation made public and the resolution of the Shareholders' Meeting.

He/she also declares to be aware and accept that:

⁽¹⁾ If the Shares are subject to a pledge or another restriction in favour of third parties, the withdrawing shareholder must demonstrate the specific consent of the pledgee, or of the subject in favour of which another restriction is placed, to the release of the shares from the pledge and/or restriction, as well as the liquidation of the shares subject to the Right of Withdrawal, in compliance with the instructions of the withdrawing shareholder.

- (1) this Withdrawal Statement, under penalty of its inadmissibility, must be sent by registered letter with proof of receipt to Snam c/o Computershare S.p.A., Via Lorenzo Mascheroni n. 19, 20145 Milan (sent in advance by ordinary e-mail to the address operations@computershare.it) or sent by certified e-mail to the address recessosnam@pecserviziotitoli.it, by and no later than 23 February 2021 (inclusive). It is specified that: (i) sending by registered letter with proof of receipt and sending by certified e-mail are equivalent methods for the purpose of the valid transmission of the Withdrawal Statement, while sending by ordinary e-mail has purely informative purposes and in itself is not sufficient for the valid transmission of the Withdrawal Statement; (ii) for the submission of the Withdrawal Statement sent by registered letter with proof of receipt to be deemed valid, the date of the postmark shall serve as proof.;
- (2) this Withdrawal Statement may not be revoked;
- (3) in compliance with the provisions of article 2437-*bis* of the Italian Civil Code and the regulatory provisions, following issue of the Disclosure the Intermediary must make the Shares unavailable (and therefore non-transferable and non-negotiable) upon completion of the liquidation procedure;
- (4) the undersigned is responsible for ensuring the completeness and correctness of the information contained in this Withdrawal Statement and arranging for the Intermediary to send the relative Disclosure to Snam, and Snam shall not assume any liability in this regard;
- (5) if the Withdrawal Statement does not contain the necessary information or is not accompanied, in good time, by the Disclosure it shall not be taken into consideration and the Withdrawal Statement shall not be considered as having been validly exercised; and
- (6) the effectiveness of the Right of Withdrawal and the liquidation of the Shares are subject to fulfilment (or the waiving of fulfilment) of the conditions precedent laid down in the resolution passed by the Shareholders' Meeting.

Best regards,

Date _____

Signature _____