

ZABBAN - NOTARI - RAMPOLLA
& *Associati*

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ATTO

15 maggio 2014
REP. N. 50.495/12.432

NOTAIO STEFANO RAMPOLLA

Reference No.50495

File No. 12432

DETERMINATION OF THE CHIEF EXECUTIVE OFFICER

ITALIAN REPUBLIC

15 May 2014

The year 2014 (two thousand fourteen) on the 15th day of the month of May at the time 3:00pm.

In Milan, at the offices in Via Broletto 9 at the Linklaters firm.

Before me, Mr. Stefano Rampolla, a Notary in Milan - registered at the College of Notaries of Milan - Ms Luisa Delgado Deplazes de Andrade personally appeared, born in Sumvitg, Canton Graubunden / Grisons - Switzerland, on 9 August 1966, domiciled for the office at the headquarters of the company below, in her capacity as CEO of the company:

"SAFILO GROUP S.p.A."

based in Pieve di Cadore (BL), Piazza Tiziano 8, subscribed and paid up share capital of Euro 311,849,825.00, registered in the Register of Companies of Belluno, ordinary section, registration number and tax identification number 03032950242, Economic & Administrative Index no. 90811, (hereinafter the "**Company**" or, even, the "**Issuer**" or "**Safilo Group**").

Ms Delgado, whose identity I Notary am sure of, having had the necessary powers of resolution of the Board of Directors' meeting held 14 May 2014, as per the minutes in my deed of the same date - Reference no. 50483/12429 - within the terms for registration, of said Company

provided that

(i) on 14 May 2014, the Board of Directors of the Company, as per the minutes in my deed above Reference no. 50483/12429 (Annex sub A to this document), has resolved to delegate to the Chairman of the Board of Directors and the Chief Executive Officer, separately, the power to resolve - in the form referred to in Article 2410 of the Italian Civil Code and by the deadline of 30 May 2014 (deadline for the decision to issue, subject to subsequent execution beyond this term) - in favour of the issue of an equity-linked bond, governed by English law, except for those aspects mandatorily governed by Italian law ("**Bond**"), in the form of registered securities under the rules of law governing the issue (registered bonds) with maturity up to 5 years up and a total nominal amount of up to Euro 170 million, and including the possibility of conversion into shares of Safilo Group, according to a predetermined conversion ratio and better described below; with all of the above subject, among other things, to a resolution of the extraordinary shareholders' meeting for authorization of convertibility into shares of the Company of the Bond and approval of a capital increase for the loan with the exclusion of early redemption right of shareholders under Article 2441, paragraph 5 of the Civil Code ("**Capital Increase**"), while determining the final Terms & Conditions of the Bond in light of market conditions and offers for subscription received during the placement of the instrument and, in any case, in accordance with the requirements of the resolution in Annex A, subject to the characteristics listed below:

- total nominal amount of the issue: maximum Euro 170,000,000.00 (one hundred seventy million point zero zero);
- currency: Euro;
- denomination of the bonds: Euro 100,000.00 (one hundred thousand point zero zero);
- duration: up to 5 (five) years;
- issue price: equal to the par value of the Bond;
- interest rate: fixed rate, to be paid in arrears every six months and not over 2.5% (two point five percent) per annum;
- initial conversion ratio: the initial conversion ratio will consist of a number of shares of Safilo Group for each bond, to be determined based on the volume weighted average price of the shares of Safilo Group between the announcement and the closing of the placement, as well as a premium of at least 32.5% (thirty-two point five percent) relative to the price ("**Conversion Ratio**"), and will be subject to adjustments as per *Terms & Conditions*;
- missed conversion: if the Capital Increase were not approved by the shareholders' meeting of the Company by 30 September 2014 (*Long Stop Date*) and without prejudice to the case in which the Company may exercise the *fair market call* described below, the bondholders will have the right to demand early repayment in cash, to be exercised within a specified time frame and for an amount defined in the *Terms & Conditions*;

▪ fair market call: if the Capital Increase were not approved by the shareholders of the Company by the *Long Stop Date*, the Company would have the right - within a specified period - to the early repayment of the Bond in full, in cash, for an amount equal to the greater of 102% of the nominal amount of the Bond and 102% of the "market value" of the Bond, as determined by an independent financial adviser, plus interest accrued and unpaid, as provided in the "*Terms & Conditions*";

▪ conversion: if the Capital Increase were approved by the *Long Stop Date*, the Company would be required to send a notice to the bondholders *Physical Settlement Notice*, as a result of which they will first be given the right to convert the bonds into the Company's newly issued ordinary shares subject to the possibility, upon conversion, to deliver, if existing, even own shares with reference to the conditions previously indicated *conversion right*, to be exercised within a specified period of time defined in the *Terms & Conditions* and in accordance with the Conversion Ratio. At the same time, the right of the bondholders to request early redemption as above shall no longer apply, subject to the right of the Company to adjust, in part or in full, requests for conversion into money, paying the so-called *Cash Alternative Amount*. with the specification that if the shareholders' meeting did not approve the Capital Increase and the Bond was not repaid, all relations would be defined for cash differential (*settlement right*);

- redemption: at maturity the principal will be repaid in a lump sum for an amount equal to 100% of the par value, except in cases of early redemption;

- early redemption by the Company: the Company may exercise its right of early redemption in the event defined in accordance with the market practice of clean-up call, tax call or issuer's soft call, possibly from a certain date;

- early redemption by the bondholders: bondholders may request the Company for early redemption at par value plus accrued interest not yet paid, in the event that: (a) there is a change of control of the Company as defined in the *Terms & Conditions*, or (b) the outstanding ordinary shares of the Company falls below 15% and remain there for at least 5 days of open market in a period of 90 trading days from the first day on which it fell below this threshold;

- conversion right in the event of a change of control or relevant event: alternatively, in the event of a change of control, or the occurrence of a so-called *relevant event*, as defined in the *Terms & Conditions*, related to the ownership structure of the Company, the bondholders shall have the right to exercise the *conversion right* or the *settlement right*, according to a conversion ratio determined on the basis of a mathematical formula defined in the *Terms & Conditions*;

- default events: as per market practices in relation to the Company, the guarantor and Material Subsidi-

aries, as defined in the Terms & Conditions, and subject to certain exceptions;

- placement: reserved for qualified Italian and foreign investors, excluding any placement with the general public, as well as offered in jurisdictions mentioned in the subscription agreement;

- listing: the Bond will be listed on a regulated market or an MTF identified by the Company;

- guarantees: personal guarantee under English law issued by the subsidiary Safilo S.p.A. for its obligations under the Bond;

- applicable Law under the Terms & Conditions: English law, without prejudice to the application of the mandatory provisions of Italian law.

- banks responsible for marketing the transaction ("Joint Bookrunners"): Banca IMI S.p.A., BNP Paribas and Unicredit Bank AG, Milan Branch;

(ii) the Board of Directors' meeting held 14 May 2014 also resolved to delegate to the Chairman of the Board and Chief Executive Officer - severally and with the option of sub-delegation for single acts or categories of acts, inter alia - any additional power, without any exclusion or exception, to implement the resolution by ensuring the implementation of all that is required, appropriate, instrumental, connected and/or useful for the success of the transaction;

(iii) the limits set out, inter alia, in Article 2412, paragraph 1, of the Italian Civil Code do not apply, as the bonds are intended to be listed on a regulated mar-

ket or on a MTF pursuant to article 2412, paragraph 5, Civil Code.

All of the above being stated and considered part and parcel of this deed, the party before me, Ms Luisa Deplazes de Andrade Delgado, in her aforesaid capacity as Chief Executive Officer of the Company, delegated by the Board of Directors on 14 May 2014, on the basis of the outcome of bookbuilding activities and agreements with financial institutions entrusted for this purpose

determined

to issue the bonds, pursuant to and for the purposes of Articles 2410 and following of the Italian Civil Code, with the following characteristics:

- total nominal amount of the issue: Euro 150,000,000.00 (one hundred fifty million);
- currency: Euro;
- denomination of the bonds: Euro 100,000.00 (one hundred thousand point zero zero);
- duration: 5 (five) years from the date of issue;
- issue price: equal to the par value of the Bond;
- interest rate: fixed rate, to be paid in arrears every six months and equal to 1.25% (one point two five percent) per annum;
- initial conversion price: Euro 21.8623 (twenty-one point eight six two three) per Share, subject to adjustments as per *Terms & Conditions*;

- missed conversion: if the Capital Increase were not approved by the shareholders' meeting of the Company by 30 September 2014 (*Long Stop Date*) and without prejudice to the case in which the Company may exercise the *fair market call* described below, the bondholders will have the right to demand early repayment in cash, to be exercised within a specified time frame and for an amount defined in the *Terms & Conditions*;

- fair market call: if the Capital Increase were not approved by the shareholders of the Company by the *Long Stop Date*, the Company would have the right within a specified period to the early repayment of the Bond in full, in cash, for an amount equal to the greater of 102% of the nominal amount of the Bond and 102% of the "market value" of the Bond, as determined by an independent financial adviser, plus interest accrued and unpaid, as provided in the "*Terms & Conditions*";

- conversion: if the Capital Increase were approved by the *Long Stop Date*, the Company would be required to send a notice to the bondholders *Physical Settlement Notice*, as a result of which they will first be given the right to convert the bonds into the Company's newly issued ordinary shares subject to the possibility, upon conversion, to deliver, if existing, even own shares with reference to the conditions previously indicated *conversion right*, to be exercised within a specified period of time defined in the *Terms & Conditions* and in accordance with the Conversion Ratio. At the same time the right of the bondholders to request early redemption as above

shall no longer apply, subject to the right of the Company to adjust, in part or in full, requests for conversion into money, paying the so-called *Cash Alternative Amount*;

- redemption: at maturity the principal will be repaid in a lump sum for an amount equal to 100% of the par value, except in cases of early redemption;

- early redemption by the Company: the Company may exercise its right of early redemption in the event defined in accordance with the market practice of clean-up call, tax call or issuer's soft call, possibly from a certain date;

- early redemption by the bondholders: bondholders may request the Company for early redemption at par value plus accrued interest not yet paid, in the event that: (a) there is a change of control of the Company as defined in the *Terms & Conditions*, or (b) the outstanding ordinary shares of the Company falls below 15% and remain there for at least 5 days of open market in a period of 90 trading days from the first day on which it fell below this threshold;

- conversion right in the event of a *change of control* or *relevant event*: alternatively, in the event of a *change of control*, or the occurrence of a so-called *relevant event*, as defined in the *Terms & Conditions*, related to the ownership structure of the Company, the bondholders shall have the right to exercise the *conversion right* or the *settlement right*, according to a conversion ratio determined on the basis of a mathematical formula defined in the *Terms & Conditions*;

- default events: as per market practice in relation to the Company, the guarantor and Material Subsidiaries, as defined in the Terms & Conditions, subject to certain exceptions;
- placement: reserved for qualified Italian and foreign investors, excluding any placement with the general public, as well as offered in jurisdictions mentioned in the subscription agreement;
- listing: the Bond will be listed on a regulated market or an MTF identified by the Company;
- guarantees: personal guarantee under English law issued by the subsidiary Safilo S.p.A. for its obligations under the Bond;
- applicable Law under the Terms & Conditions: English law, without prejudice to the application of the mandatory provisions of Italian law.

I notary

have read this document to the party before me who approved and signed it at time 3:12pm releasing me from reading the Annex.

Drafted

with an electronic system by a trusted person and completed by hand by myself, the notary, this document consists of 6 sheets completed on both sides, for a total of pages 12 so far.

ZABBAN - NOTARI - RAMPOLLA
& Associati

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Allegato "A" all'atto
in data 15-5-2014
n. 50495/12432 rep.

ATTO

14 maggio 2014
REP. N. 50.483/12.429

NOTAIO STEFANO RAMPOLLA

Reference No. 50483

File No. 12429

MINUTES OF THE BOARD OF DIRECTORS' MEETING

ITALIAN REPUBLIC

14 May 2014

The year two thousand fourteen on the 14th day of the month of May.

In Milan, in Via Broletto 9 at the law firm Linklaters, at 19:54.

A request was made to draft - for only point 2) of the agenda - the minutes of the meeting of the Board of Directors of the company

"SAFILO GROUP S.p.A."

based in Pieve di Cadore (BL), Piazza Tiziano 8, subscribed and paid up share capital of Euro 311,849,825.00, registered in the Register of Companies of Belluno, ordinary section, registration number and tax identification number 03032950242, Economic Administrative Index no. 90811, (hereinafter the "**Company**" or, even, the "**Issuer**" or "**Safilo Group**").

Before me, Mr Stefano Rampolla, a notary in Milan registered at the Board of Notaries of Milan.

The following were present:

- Luisa Deplazes de Andrade Delgado, born in Sumvitg, Canton Graubunden/Grisons - Switzerland on 9 August 1966, domiciled for the office at the registered office of the company, whose identity I Notary am sure of, in her capacity as Chief

Executive Officer of the Company (hereinafter also "**Luisa**

Delgado" or "**Ms Delgado**") who stated:

- that, in accordance with the Articles of Association, the Directors and Statutory Auditors were convened urgently, at this place, at 19:45 today, in compliance with article 17 of the Articles of Association to discuss and deliberate on the following

AGENDA

as forming the subject of notary minutes:

2. Issue of bonds - authorization and delegation for the transaction; related and consequent resolutions;

- that for the Board of Directors' meeting the following were connected via teleconference: the Chairman of the Board of Directors, Mr. Robert Polet and the directors: Eng. Eugenio Razelli; Mr. Melchert Frans Groot; Mr. Jeffrey Alan Cole, Eng. Massimiliano Tabacchi and Mr. Marco Jesi. The director Mr. Giovanni Ciserani justified his absence.

- that, in addition, for the Board of Statutory Auditors the following were connected via teleconference: Statutory Auditors, Mr. Paolo Nicolai, Chairman, and Ms Bettina Solimando, while the Statutory Auditor Mr. Franco Corgnati was justifiably absent;

- that the meeting was also attended by the Chief Financial Officer of Safilo Group, Mr. Vincenzo Giannelli, the Treasury Officer Francesco D'Alessandro as well as the Group General

Counsel Attorney Marco Pessi.

The Chairman of the meeting stated that said connections via audio conference ascertain appropriate participation, in accordance with Article 17 of the Articles of Association.

Having ascertained that the Chairman of the Board of Directors, connected via teleconference, expressed waiver to chair today's meeting, the Chief Executive Officer took over the chairmanship of the meeting, in accordance with article 18 of the Articles of Association, as will also be noted in the minutes on the discussion of item 1 of the agenda.

Providing the above, the Chief Executive Officer, Ms Delgado, called me Notary to formally report for public act the meeting referred to in the second item on the Agenda, also noting that the other items on the agenda will be formally recorded by the Company, and therefore on the basis of the foregoing confirmed, pursuant to articles 17 and 19 of the Articles of Association, the valid constitution of the meeting and proceeded with the discussion of the above item on the Agenda.

Issue of bonds - authorization and delegation for the transaction; related and consequent resolutions;

Moving on to discussion of the same, the Chairman of the meeting took the floor and noted at the outset that Article 2410 of the Civil Code grants the administrative body - if not otherwise provided in the Articles of Association - the power to issue bonds. In this regard, the Chairman of the meeting

confirmed that the company's Articles of Association do not provide for exceptions to this statutory scheme.

The Chairman then continued, noting that pursuant to Article 2412 of the Italian Civil Code, as recently amended, the limits for the issue of bonds provided for, inter alia, by paragraph 1 of Article 2412 of the Italian Civil Code do not apply, inter alia, to the bonds to be listed on regulated markets or MTFs, regardless of whether they are issued by companies with listed shares.

Characteristics of the loan

Having provided these assumptions and following what has already been discussed with reference to the first item on the agenda, the Chairman yields the floor to the Chief Financial Officer who illustrates - to those in attendance - the opportunity and convenience for Safilo Group to issue an *equity-linked bond*, governed by English law, except for aspects mandatorily governed by Italian law ("**Bond**") in the form of registered securities under the rules of the law that regulates the issue(so-called *registered bond*), with the possibility of conversion into shares of Safilo Group, according to a predetermined conversion ratio better described below, and this subject to, among other things, the resolution of the extraordinary shareholders' meeting of authorization for convertibility into shares of the Bond and approval of a capital increase for the loan with the exclusion of pre-

emption rights of the shareholders pursuant to Article 2441, paragraph 5 of the Italian Civil Code (hereinafter, for brevity, "**Capital Increase**").

Referring to the detailed documentation provided to each of the participants - kept in the records of the Company - the Chief Financial Officer thus outlined the possible conditions of the proposed Bond.

In particular, the Chief Financial Officer informed participants that (i) on the basis of current market conditions, the Bond has a total nominal amount of approximately Euro 150 million. Furthermore, it is proposed to approve a maximum total nominal amount of Euro 170 million in order to benefit from any favourable market conditions also due to the possible increase in the price of the shares of the Company, provided that the intention to establish the issue conditions in such a way that the number of Company shares underlying the Bond - on the basis of the Conversion Ratio shown below - is about n. 7,000,000 without prejudice to rounding upwards or downwards depending on the actual number of bonds to be issued, (ii) the securities have a minimum denomination of Euro 100,000.00 (one hundred thousand point zero zero) and (iii) the maximum duration of the loan is five (5) years from the date of issue. Specifically, the Bond is expected to remunerate a fixed rate per annum, which will not exceed 2.5% (two point five per cent), payable semi-annually

in arrears.

With reference, however, to the other terms and other conditions already set out in the draft contract documents already provided to the Directors and in the process of finalizing, the understanding that the final terms will be established in connection with the issue, in light of market conditions and offers received during the *bookbuilding*, the Chairman of the meeting notified participants, *inter alia*, that:

(i) if the Capital Increase were not approved by the shareholders' meeting of the Company by 30 September 2014 (*Long Stop Date*) and without prejudice to the case in which the Company may exercise the *fair market call* described below, the holders of the bonds will have the right to demand early repayment in cash, to be exercised from the *Long Stop Date* by the 32nd trading day prior to the maturity date of the Bond, or within the 7th trading day before the date identified by the Company for early repayment of the Bond, in an amount determined on the basis of a mathematical formula defined in the document containing the terms and conditions of the Bond *Terms & Conditions*, which takes into account the market value of the shares of Safilo Group to which they would have been entitled in the event of conversion, *Cash Alternative Amount*, with the specification that if the shareholders' meeting did not approve the Capital Increase and the Bond was not repaid,

all relations would be defined for cash differential

(*settlement right*);

(ii) if the Capital Increase were not approved by the shareholders of the Company by the *Long Stop Date*, the Company would have the right within a specified period to the early repayment of the Bond in full, in cash, for an amount equal to the greater of 102% of the nominal amount of the Bond and 102% of the "market value" of the Bond, as determined by an independent financial adviser, plus interest accrued and unpaid, as provided in "*Terms & Conditions*";

(iii) if the Capital Increase were approved by the *Long Stop Date*, the Company would be required to send a notice to the bondholders *Physical Settlement Notice*, as a result of which they will first be given the right to convert the bonds into the Company's newly issued ordinary shares subject to the possibility, upon conversion, to deliver, if existing, even own shares with reference to the conditions previously indicated *conversion right*, to be exercised from the *Long Stop Date*, and by the 32nd trading day prior to the maturity date of the Bond, or, in the case of early repayment, within the 7th trading day preceding the date fixed for early repayment, and in accordance with the conversion ratio governed by the *Terms & Conditions*.

At the same time the right of the holders of the same to request early repayment of the above shall no longer apply.

Following a potential resolution for the Capital Increase, the bondholders will have the right to convert the bonds into shares of Safilo Group on an ongoing basis subject to certain periods provided for in the *Terms & Conditions*. However, if a bondholder has exercised the conversion right, the Company will have the option to settle in cash conversion applications, paying to the bondholder an amount of money corresponding to the so-called *Cash Alternative Amount*, both with reference to all and part - at the discretion of the Company - of shares due to the bondholder for exercise of conversion rights. In particular, the conversion ratio will be constituted by an initial quantity of shares of Safilo Group for each bond to be determined at the time of issuance based on the volume weighted average price of the shares of Safilo Group between the announcement and the closing of the placement as well as a premium of at least 32.5% (thirty-two point five percent) compared to that price ("**Conversion Ratio**"), and in any case the conversion price shall not be less than the par value of the shares, even further to the adjustments referred to below, and subject to, in the future, the elimination of the nominal value of the shares. The Conversion Ratio, in other words, is a function of the initial number of shares of Safilo Group underlying the *bonds* (the "**Underlying Shares**") and the relevant subscription price of the Underlying Shares upon conversion, subject to the

possibility of any adjustments to transactions that impact the

values of conversion, according to market practice for similar

transactions. A special circumstance adjustment of the

Conversion Ratio will be in the event that the Company pays

the shareholders - during the term of the Bond - any amount of

dividends (so-called *dividend protection*). With particular

reference to the conversion price, for the purposes of the

Capital Increase the same shall be in accordance with the

provisions of article 2441, paragraph 6 of the Italian Civil

Code and therefore determined on the basis of the net asset

value, taking into account the trend of prices in the last six

months. In this regard it should be noted from now on (and

provided that this value be confirmed in accordance with law

for the purposes of the Capital Increase) that the average of

the last six months, measured at the date of 12 May 2014,

amounted to Euro 16.5612 and the net asset value per share as

at 31 December 2013, on the basis of the approved budget, was

Euro 12.52;

(iv) at maturity the principal will be repaid in a lump sum

for an amount equal to 100% of the par value, except in cases

of early redemption outlined further on;

(v) the Company may exercise the right to prepay the loan in

full and, at face value plus interest accrued and not yet

paid, as well as in the case mentioned above *under* (ii), (a)

in the case where conversion or early redemption rights have

been exercised in relation to at least 85% of the original

nominal amount of the Bond (so-called *clean-up call*), (b) as

from the fifteenth day following the 3rd anniversary of the

issue, in a specific time period identified in the *Terms &*

Conditions, in the event that the listing of the Company's

ordinary shares is at least equal to 130% of the conversion

price (so-called *issuer's soft call*) and (c) if the Company

should bear in relation to payments due, taxes for the

bondholders as a result of changes in tax regulations (so-

called *tax call*);

(vi) the Bondholders may require the Company to redeem early

at par value plus accrued interest not yet paid, in the event

that (a) there is a change of control of the Company (*change*

of control) as defined in the *Terms & Conditions*, or (b) the

outstanding ordinary shares of the Company (calculated in the

manner regulated in *Terms & Conditions*) falls below 15% and

remain there for at least 5 days of open market in a period of

90 trading days from the first day on which it fell below this

threshold;

(vii) in the event of a *change of control*, as an alternative,

or upon the occurrence of a so-called *relevant event*, as

defined in the *Terms & Conditions*, related to the ownership

structure of the Company, the bondholders shall have the right

to exercise the *conversion right* or the *settlement right*,

according to a special conversion ratio determined on the

basis of a mathematical formula defined in the *Terms & Conditions*;

In view of the Group's structure and purpose of the operation, it is also provided that the Bond be secured by a personal guarantee, always under English law issued by the subsidiary Safilo S.p.A. and in accordance with the terms to be defined in the contractual documentation relating to the Bond.

The Chairman of the meeting resumed and referred to the participants that the Bond will be sold exclusively to qualified Italian and foreign investors, excluding therefore any offer to the public in any order, including Italian, and to be admitted to trading on a regulated market or on a MTF, internationally recognized as such, to be selected by the Company, after the issuance and before the *Long Stop Date*.

The reasons for these choices lead to, on the one hand, the complexity of the financial characteristics of the bonds in question, which, by their nature, require the completion of an appreciation on the part of investors who have high technical knowledge, on the other hand, the Company's intention to ensure the success of the transaction in a short time, not compatible with the requirements and the timing of a placement with other categories of investors, including *retail* investors.

Given the characteristics and nature of the recipients of the issue, it is proposed that the same be approved by the Company

on the basis of the provisions of the fifth paragraph of

Article 2412 of the Italian Civil Code.

The Chairman of the meeting also recalled that following the

issue it will be appropriate to convene an extraordinary

shareholders' meeting to be held by 30 September 2014, i.e.

the *Long Stop Date*, which shall approve the Capital Increase

for the Bond.

Subsequently, the Chairman of the meeting reported on the

activities undertaken until the date for the issue of the

Bond, informing the Directors that at the outcome of the

contacts and the analysis of the proposals received, the Bonds

will be placed by Banca IMI S.p.A., BNP Paribas and UniCredit

Bank AG, Milan Branch as *Joint Bookrunners* and therefore drew

the attention of the participants to the drafts of the main

contractual documents relating to the issue and, in

particular, the contract under which the Company undertakes to

issue bonds, *Subscription agreement, Paying, conversion and*

transfer agency agreement, Calculation agency agreement and

the *Terms & Conditions*, all documents governed by English law.

Disclosure to the market

As regards disclosure to the market, the CEO proposed that the

transaction shall be notified at the actual start of the offer

and at the time of completion of the latter, providing the

participants with a draft of press releases planned for the

transaction.

Conferment of powers

After outlining the characteristics of the Bond, the CEO noted that, in order to execute the transaction outlined, and to allow the Company to acquire the maximum flexibility to take advantage of the most favourable time frame for the launch of the Bond, to be identified with the assistance of the *Joint Bookrunners*, it is appropriate that the Board of Directors - when approving the proposed transaction - shall grant to the Chairman of the Board of Directors, Mr. Robert Polet and the Chief Executive Officer, Ms Luisa Delgado, separately, with the option of sub-delegation and to appoint proxies, as delegated by law, all powers to carry out and, therefore, merely indicative and not exhaustive:

- i. Determine the final amount of the Bond, the duration, the issue price, the interest rate and the initial conversion price of the bonds and the procedures for conversion into shares (and this assumption is subject to appropriate resolution of the extraordinary shareholders' meeting, as noted above) and in general all the terms and conditions, financial and contractual obligations, end of issue, listing and placement, determining the content of contractual documentation, in compliance with the law and consistent with as previously indicated, negotiating and signing all documents and/or contracts necessary or useful for the

	purposes mentioned above, ensuring every fulfilment,	
	even in terms of disclosure, that may be necessary;	
	ii. perform all activities with the broadest powers for	
	trading, definition and clarification of the terms and	
	conditions of details of the issue itself and additional	
	contractual documents, to the extent approved by signing	
	the <i>subscription agreement</i> , the <i>paying</i> , <i>transfer and</i>	
	<i>conversion agency agreement</i> , the <i>calculation agency</i>	
	<i>agreement</i> , the <i>Global Bond</i> and all related documents	
	referred to in any way, and therefore perform all acts	
	related, necessary and / or appropriate in connection	
	with the issuance of the bonds, with all the powers	
	necessary and appropriate;	
	iii. define the regulated market or MTF bonds, requiring the	
	listing of the same and completing all the formalities	
	required by the relevant regulations and by the	
	competent authorities, including the preparation,	
	signing and filing of all necessary documents and	
	conferring all assignments required for this purpose	
	with reference to ancillary, related to or resulting	
	from the listing;	
	iv. oversee the management of the securities and the	
	relations with the bondholders (including - where	
	appropriate - the redemption and / or conversion of the	
	bonds for shares of Safilo Group), and the different	

	subjects involved;	
	v. perform any act and take any action, make any payment	
	with respect to the transactions referred to above, in	
	accordance with the terms, the terms and conditions	
	deemed necessary and appropriate, sign all necessary	
	agreements, documents, statements and reports - as well	
	as any additional act or negotiation consequent and/or	
	functional and any subsequent amendment or integration -	
	deemed useful and/or appropriate or required by the	
	applicable provisions related to the approved	
	transaction, setting each clause and term; and	
	vi. proceed with any fulfilment, even in terms of disclosure	
	to all competent authorities, Italian or foreign,	
	connected to the issue of the Bond and the listing of	
	the <i>bonds</i> .	
	With reference to the timing of the transaction and	
	effectiveness of the proxy to the Chairman of the Board and	
	Chief Executive Officer, the Chairman of the meeting suggests	
	that the issue delegation is to be exercised no later than 30	
	May 2014.	
	The Chairman of the Board, Mr. Paolo Nicolai, certified to all	
	legal effects that the current subscribed capital that amounts	
	to Euro 311,849,825.00 has been paid in full and that the	
	conditions to the proposed transaction apply.	
	The Director therefore concluded by submitting to approval of	

the Board of Directors the following

resolution

"The Board of Directors,

- having heard and approved the communications of the Chairman of the meeting,

- having acknowledged that the current share capital of Euro 311,849,825.00 is fully paid up, that the bonds are to be listed on a regulated market or a multilateral trading facility and that there are the conditions for the proposed transaction as the Chairman of the Board, Mr. Paolo Nicolai, confirmed, hereby

r e s o l v e d

1) to ratify the activities hitherto carried out in relation to the proposed transaction and to delegate to the Chairman of the Board of Directors, Mr. Robert Polet and Chief Executive Officer, Ms Luisa Delgado, separately, with faculty to sub-delegate and appoint attorneys within the limits of the law, the power to resolve, in the form of article 2410 of the Italian Civil Code and by the deadline of 30 May 2014 (the deadline for the decision to issue, subject to the subsequent execution beyond said period), the issue of an *equity linked* bond in compliance with the above limits as defined in the *Terms & Conditions*, and briefly summarized below:

- total nominal amount of the issue: maximum Euro 170,000,000.00 (one hundred seventy million point zero zero);

	- currency: Euro;	
	- denomination of the bonds: Euro 100,000.00 (one hundred thousand point zero zero);	
	- duration: up to 5 (five) years;	
	- issue price: equal to the par value of the Bond;	
	- interest rate: fixed rate, to be paid in arrears every six months and not over 2.5% (two point five percent) per annum;	
	- initial conversion ratio: to be determined based on the weighted average price for the volume of the shares of Safilo Group between the announcement and the closing of the placement and a premium of at least 32.5% (thirty-two point five percent) compared to said price and subject to adjustments as per the <i>Terms & Conditions</i> , for an amount not less than the nominal amount of the shares;	
	- guarantees: personal guarantee, under English law, granted by Safilo S.p.A.;	
	- any conversion: only in the case of approval of the Capital Increase by the <i>Long Stop Date</i> , and in the manner regulated therein;	
	- redemption: at maturity, the principal will be repaid in a lump sum for an amount equal to 100% of the par value, except in cases of early redemption regulated by the so-called <i>Terms and Conditions</i> ;	
	- conversion right in the event of a <i>change of control</i> or <i>relevant event</i> : alternatively, in the event of a <i>change of</i>	

control, or the occurrence of a so-called *relevant event*

related to the ownership structure of the Company, the

bondholders shall have the right to exercise the *conversion*

right or the *settlement right*, according to a conversion ratio

determined on the basis of a mathematical formula defined in

the *Terms & Conditions*;

- placement: reserved for qualified Italian and foreign

investors, excluding any placement with the general public;

- listing: the Bond will be listed on a regulated market or an

MTF identified by the Company;

- applicable Law: English law, without prejudice to the

application of the mandatory provisions of Italian law;

- Banks responsible for marketing the transaction ("*Joint*

Bookrunners"): Banca IMI S.p.A., BNP Paribas SA, UniCredit

Bank AG, Milan Branch, as well as any additional or different

bank.

The issue will be in derogation of the provisions of Article

2412, first paragraph, of the Italian Civil Code in accordance

with the provisions of article 2412, fifth paragraph, of the

Italian Civil Code.

2) As a consequence of delegating to the Chairman of the

Governing Body and Chief Executive Officer, separately and

with the power to appoint attorneys within the legal limits,

the broadest powers in order to, inter alia:

i. Determine the final amount of the Bond, the duration,

	the issue price, the interest rate and the initial	
	conversion price of the bonds and the procedures for	
	conversion and in general all the terms and conditions,	
	financial and contractual obligations, end of issue,	
	listing and placement, determining the content of	
	contractual documentation, in compliance with the law	
	and consistent with as previously indicated, negotiating	
	and signing all documents and/or contracts necessary or	
	useful for the purposes mentioned above, ensuring every	
	fulfilment, even informative, necessary;	
	ii. perform all activities with the broadest powers for	
	trading, definition and clarification of the terms and	
	conditions of details of the issue itself and additional	
	contractual documents, to the extent approved by signing	
	the <i>subscription agreement</i> , the <i>paying, transfer and</i>	
	<i>conversion agency agreement</i> , the calculation agency	
	agreement, the <i>Global Bond</i> and all related documents	
	referred to in any way, and therefore perform all acts	
	related, necessary and / or appropriate in connection	
	with the issuance of the bonds, with all the powers	
	necessary and appropriate;	
	iii. define the regulated market or MTF bonds, requiring the	
	listing of the same and completing all the formalities	
	required by the relevant regulations and by the	
	competent authorities, including the preparation,	

	signing and filing of all necessary documents and	
	conferring all assignments required for this purpose	
	with reference to ancillary, related to or resulting	
	from the listing;	
	iv. oversee the management of the securities and the	
	relations with the bondholders (including the redemption	
	and / or - where appropriate - conversion of the bonds	
	for shares of Safilo Group), and the different subjects	
	involved;	
	v. perform any act and take any action, make any payment	
	with respect to the transactions referred to above, in	
	accordance with the terms, the terms and conditions	
	deemed necessary and appropriate, sign all necessary	
	agreements, documents, statements and reports - as well	
	as any additional act or negotiation consequent and/or	
	functional and any subsequent amendment or integration -	
	deemed useful and/or appropriate or required by the	
	applicable provisions related to the approved	
	transaction, setting each clause and term; and	
	vi. proceed with any fulfilment, even in terms of disclosure	
	to all competent authorities, Italian or foreign,	
	connected to the issue of the Bond and listing.	
	3) reserve the right to propose to the shareholders' meeting,	
	in accordance with procedures, schedules and documentation to	
	be approved at a subsequent Board of Directors' meeting to	

authorize the convertibility into shares of the Bond Issue and

approve a capital increase, paid and divisible, with the

exception of option rights pursuant to Article 2441, paragraph

5 and 6 of the Italian Civil Code, to service the conversion

of the Bonds in accordance with the terms set out in the

contract documentation."

No one requested to intervene and the Chief Executive Officer

put to vote the proposed resolution.

The Chief Executive Officer announced the results of the vote,

and declare to me that the Board of Directors by unanimous

vote in favour of the directors present approved the proposed

resolution.

The Chief Executive Officer declared the discussion closed of

the matters referred to in the formal minutes requested by a

public act; time 20:30.

I, the

notary, have read this document to the party before me who

approved it.

Drafted

With an electronic system by a trusted person and completed by

hand by myself, the notary; this document consists of 12 half-

sheets completed on both sides, for a total of pages 24 so

far.